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:

Judy Thompson
City Clerk

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

August 6, 2018
7:00 p.m.

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

Also present were City Administrator Ike Holland, Police Chief Jim Felt, Planning and Development Services Director Bruce Peterson, Finance Director Steve Okins, Public Works Director Sean Christensen, Fire Chief Frank Hanson, Human Resource Director Samantha Beckman, City Clerk Judy Thompson and City Attorney Robert Scott.

Proposed additions to the agenda included: Council Member Nelsen added Non-Union Base Pay and Health Insurance 2018-2020; and Duluth Lake Superior Lighthouse. These items were brought forward from the Work Session held earlier this evening.

Council Member Mueske moved to approve the agenda, as amended. Council Member Asmus seconded the motion which carried.

City Clerk Judy Thompson reviewed the consent agenda.

A. City Council Meeting Minutes of July 16, 2018
B. Willmar Municipal Utilities Board Minutes of July 23, 2018
C. Carris Health – Rice Memorial Hospital Board Minutes of July 16, 2018
~~D. Planning Commission Minutes of July 18, 2018~~
E. Application for Exempt Permit – Willmar High School Trap Team
F. Application for Exempt Permit – West Central Ducks Unlimited
G. Application for Exempt Permit – Knights of Columbus
H. **Resolution No. 18-93 Accepting CenterPoint Energy Community Partnership Grant**
I. State Temporary Liquor Permit – Foxhole Brewhouse Inc.
J. Building Report for the Month of June, 2018
~~K. Accounts Payable July 12 – August 1, 2018~~
L. Application to the Human Rights Commission – Lilbon Clark IV

Council Member Nelsen offered a motion to approve the Consent Agenda. Council Member Alvarado asked that Item D. be removed for discussion. Council Member Asmus asked that Item K. be removed for discussion. Council Member Asmus seconded the motion to approve the consent agenda, with the removal of Item D. and Item K., which carried on a roll call vote of Ayes 7, Noes 0.

Council Member Alvarado asked for clarification of the Willmar Public Schools and Community Christian School Sign Proposals. He inquired if Garfield School is included in the proposal, and also if the signs would be dimmed down during specific hours.

Planning and Development Services Director Bruce Peterson stated Garfield School is included in the proposal. He stated the signs are pretty unobtrusive even when lit, but this issue could be addressed if necessary.

Council Member Alvarado also asked about the progress of privacy fencing being installed for the new 1st Street Dairy Queen and 1st Street Kwik Trip to address complaints regarding the screening that is required to be installed between commercial properties and abutting residential properties.

Planning and Development Services Director Bruce Peterson stated this issue is being addressed and his department will be following up on the progress. Mayor Calvin stated he noticed some fencing has been installed as of this afternoon.

Following clarification, Council Member Alvarado offered a motion to approve Item D. as presented. Council Member Mueske seconded the motion which carried.

Council Member Asmus asked for clarification on the purchase of Ford Explorers for the Police Department. She stated four of the five are being purchased from Atwater Ford and one is being purchased from Hibbing Ford, and inquired as to why all are not being purchased from Atwater Ford.

Police Chief Jim Felt stated the one from Hibbing Ford was ordered in January 2018 under state bid, prior to the discussion and decision to purchase locally.

Following clarification, Council Member Asmus offered a motion to approve Item K. as presented. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

No one was present to speak during the open forum.

Willmar Fests Chairman James Miller stated the 2019 Willmar Fests Royalty have already participated in 18 different events since being crowned in June. Queen of Festivals Leslie Alvarez, International Princess Staci Banks, and Aqua Princess Carly Hulstein introduced themselves to the Mayor and Council and touched on some of the events they have attended since becoming the new royalty. The Mayor and Council thanked them for their attendance and for being great representatives for Willmar.

At 7:11 p.m. Mayor Calvin opened the public hearing for the establishment of new recreation department ordinance. Human Resource Director Samantha Beckman stated City Charter Section 2.12, subd. 1 (A) requires an ordinance be adopted in order to "establish, alter, or abolish any City department, office or agency." This ordinance will need to be passed prior to the dissolution of the WCER agreement, tentatively set for September 1, 2018.

There being no one present to speak for or against the proposed ordinance, Mayor Calvin closed the hearing at 7:13 p.m. and opened it up for discussion by the Council. Council Member Christianson offered a motion to approve the proposed ordinance, adopt, assign a number and order final publication of **Ordinance No. 1422 An Ordinance Establishing a New Recreation Department.** Council Member Mueske seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

At 7:14 p.m. Mayor Calvin opened the public hearing for an ordinance establishing a process for disposition of surplus equipment. City Attorney Robert Scott stated the ordinance formally establishes a process for the City Council to declare by resolution certain equipment to be surplus to the City's needs, and authorizes the disposition of such surplus equipment by any legal means, including at the City's annual public auction. The ordinance also authorizes the police department to dispose of forfeited property pursuant to statutory processes without need for the council to declare such forfeited items to be surplus, and for administrative ease, authorizes the City Clerk to sign the purchase agreements.

There being no one present to speak for or against the proposed ordinance, Mayor Calvin closed the hearing at 7:15 p.m. and opened it up for discussion by the Council. Council Member Plowman offered a motion to approve the proposed ordinance, adopt, assign a number and order final publication of **Ordinance No. 1423 An Ordinance of the City of Willmar, Minnesota Adopting City Code Chapter 2, Administration, Article V, Sale of Surplus Property.** Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Kandiyohi County Housing and Redevelopment Authority Director Jill Bengston stated the City has been awarded Small Cities Development Program funds in the amount of $1,205,177 for downtown commercial rehab, northside owner-occupied rehab and Hanson Apartments rehab. Because the City has been awarded

federal HUD Community Development Block Grant funding through the Minnesota Department of Employment and Economic Development Small Cities Development Program, there are a number of policies the City is required to adopt to comply with regulations governing the federal funding.

Following discussion, **Resolution No. 18-94 Adopting Fair Housing Plan** was introduced by Council Member Nelsen. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Resolution No. 18-95 Adopting Displacement Minimization Plan and Residential Antidisplacement and Relocation Assistance Plan was introduced by Council Member Nelsen. Council Member Alvarado seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Resolution No. 18-96 Adopting a Section 3 Plan was introduced by Council Member Nelsen. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Resolution No. 18-97 Prohibition of Excessive Force Policy was introduced by Council Member Nelsen. Council Member Alvarado seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Resolution No. 18-98 Adopting Willmar Small Cities Development Program, Program Income and Local Income Generated Policy was introduced by Council Member Nelsen. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Planning and Development Services Director Bruce Peterson presented a request from Community Christian School to rezone property from R-2 (One and Two-Family Residential) to G/I (Government/Institution). It was noted, Planning Commission held a public hearing on the matter on July 18, 2018, and they approved the request as presented.

Following discussion, Council Member Christianson **introduced an Ordinance Amending Municipal Ordinance No. 1060, the Willmar Zoning Ordinance,** and set a public hearing for August 20, 2018 at 7:01 p.m. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Human Resource Director Samantha Beckman presented a request to approve nonunion employees' 2018 through 2020 base pay and health insurance contributions. Ms. Beckman stated while 2018 benefits are already in place, nonunion health insurance still needs to be addressed for 2019 through 2020. Nonunion employees' base pay and base pay ranges would be increased by two (2%) percent each year, same as the union contracts.

Following discussion, **Resolution No. 18-99 Approving NonUnion Employees' 2018 Through 2020 Base Pay and Health Insurance Contributions** was introduced by Council Member Mueske. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Council Member Plowman presented a request for the Council to consider authorizing Mayor Calvin to submit a letter of interest to the U.S. General Services Administration for the Lake Superior lighthouse that sits at the end of the south breakwater adjacent to the Duluth Aerial Lift Bridge. Council Member Plowman offered a motion to approve the Mayor submit a letter of interest to the Federal General Service Administration and the State Historic Preservation Office vying for the opportunity to receive an application from the National Park Service and be given an opportunity to inspect the light station. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Mayor Calvin requested the Work Session for Monday, August 13, 2018 be suspended and any items currently on the proposed agenda be moved to the August 20, 2018 Work Session Agenda. Following discussion, Council Member Mueske offered a motion to suspend the August 13, 2018 Work Session. Council Member Plowman seconded the motion, which carried on a roll call vote of Ayes 4, Noes 3. Council Members Nelsen, Christianson, and Alvarado voted "no".

City Administrator Ike Holland offered the following comments: Rockin' Robbins final concert is tomorrow night; employee pool party was rained out this past weekend and will be rescheduled; and Kandiyohi County Fair will be held this week.

Mayor Calvin offered the following comments: Primary Election will be held Tuesday, August 14th; he attended a county candidate forum sponsored by the League of Women Voters which was very well attended and great conversations were held; last concert for Rockin' Robbins will be tomorrow evening at Robbins Island and he urged everyone to attend.

Council Member Alvarado reminded everyone National Night Out will be held tomorrow evening and there is an event being held at Garfield School and urged everyone to stop by.

Council Member Asmus thanked the Municipal Utilities for the fabulous open house held last week and stated there was a great turnout for this event.

Council Member Plowman reminded everyone of the upcoming primary election which will be held on Tuesday, August 14th and urged everyone to get out to vote.

Council Member Christianson stated he has been amazed at the great turnout for the Rockin' Robbins concerts this year, and urged everyone to attend tomorrow night.

At this time, Mayor Calvin announced the Council will go into Executive Session. Mayor Calvin stated the agenda item for the Executive Session is consideration of offers or counteroffers for the (purchase/sale) of real property to be sold by the City (Parcel Nos. 95-920-0010 and 95-920-0035) pursuant to State Statute §13D.05, subd. 3(c). Council Member Asmus offered a motion to close the meeting at 7:45 p.m. Council Member Alvarado seconded the motion which carried.

At 7:50 p.m. Mayor Calvin recessed the closed meeting.

At 7:59 p.m. Council Member Mueske offered a motion to return to closed session. Council Member Asmus seconded the motion which carried.

At 8:33 p.m. Mayor Calvin re-opened the meeting.

Council Member Nelsen offered a motion to adjourn the meeting with Council Member Asmus seconding the motion which carried. The meeting adjourned at 8:33 p.m.

_____
MAYOR

Attest:

_____
SECRETARY TO THE COUNCIL

RESOLUTION NO. 18-93

RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FROM CENTERPOINT ENERGY FOR $2,000 FOR POLICE DEPARTMENT EQUIPMENT PURCHASES

Motion By: Mueske Second By: Asmus

BE IT RESOLVED by the City Council of the City of Willmar to accept a grant from CenterPoint Energy in the amount of $2,000 to purchase equipment for the Police Department.

Dated this 6th day of August, 2018

s/s Marv Calvin
MAYOR

Attest:

s/s Judy Thompson
CITY CLERK

RESOLUTION NO. 18-94

ADOPTING FAIR HOUSING PLAN

Motion By: Nelsen Second By: Asmus

WHEREAS, the City of Willmar anticipates participating in the Minnesota Small Cities Development Program and through this participation, residential and commercial rehabilitation will occur; and

WHEREAS, the Minnesota Department of Employment and Economic Development requires communities participating in the Small Cities Development Program to undertake efforts to promote fair housing; and

WHEREAS, the City acting through the Kandiyohi County Housing and Redevelopment Authority hereby agrees to abide by and promote all Fair Housing Regulations during the years the grant is open and to report on activities undertaken to further Fair Housing;

NOW, THEREFORE BE IT RESOLVED that the City of Willmar, Minnesota, hereby adopts the Fair Housing Plan attached hereto as Exhibit A this 6th day of August, 2018.

s/s Marv Calvin
MAYOR

ATTEST:

s/s Judy Thompson
CITY CLERK

EXHIBIT A

City of Willmar Fair Housing Plan

Small Cities Development Program

The City of Willmar, Minnesota (hereinafter referred to as City) and the Kandiyohi County Housing and Redevelopment Authority (hereinafter referred to as HRA), acting on behalf of the City of Willmar, understand their obligations to further fair housing practices under the Housing and Community Development Act and other legislation and implementing regulations. Fair Housing is generally thought of as a condition in which individuals of similar levels in the same housing market area have a like range of housing choices available to them, regardless of race, color, religion, sex, national origin, handicap or familial status.

The City and/or HRA will undertake the following steps to further fair housing:

- The City and HRA will place fair housing posters at the City Offices located at 333 6th Street SW, Willmar, Minnesota, and at the HRA Offices located at 2200 23rd Street NE, Suite 2090, Willmar, Minnesota and at gathering places within the City where the public may congregate and which provide a bulletin board for postings. The City and HRA will also maintain such postings throughout the year.

- The City and HRA will have the HUD "Fair Housing It's Your Right" brochure available at the City Offices and at the HRA Offices.

- Place a fair housing discussion on the agenda of a future council meeting.

- The HRA will continue to incorporate the fair housing logo on HRA letterhead, rehabilitation application/outreach forms and other documents.

RESOLUTION NO. 18-95

ADOPTING DISPLACEMENT MINIMIZATION PLAN AND RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

Motion By: Nelsen Second By: Alvarado

WHEREAS, the City of Willmar is participating in the Minnesota Department of Employment and Economic Development's Small Cities Development Program and through this participation, homeowner, commercial and rental rehabilitation will occur; and

WHEREAS, the consequence of the proposed activities is there is potential for displacement; and

WHEREAS, the purpose of the Displacement Minimization Plan and the Residential Anti-displacement Plan is to describe the steps the City shall take to mitigate the adverse effects of displacement on businesses and low and moderate income persons;

NOW, THEREFORE BE IT RESOLVED that the City of Willmar, Minnesota, hereby adopts the Displacement Minimization Plan and the Residential Anti-displacement and Relocation Assistance Plan as attached hereto this 6th day of August, 2018.

s/s Marv Calvin
MAYOR

ATTEST:

s/s Judy Thompson
CITY CLERK

Residential Anti-displacement and Relocation Assistance Plan

The City of Willmar is participating in the Minnesota Small Cities Development Program. The Homeowner, Commercial and Rental Rehabilitation Activities proposed in the project description are not expected to cause displacement; however, the City has adopted this plan should displacement occur. The purpose of this plan is to mitigate the adverse effects of displacement on commercial tenants and low and moderate income persons.

The City's plan is described as follows:

Minimize Displacement/Temporary Displacement – Temporary displacement occurs when people move out of their dwelling, business or property for a short period of time due to activities of the Small Cities Development Program. Temporary displacement most frequently occurs with housing and commercial rehabilitation projects. Actions that may be taken to minimize displacement include:

1. Rehabilitation activities will be performed in a manner which will minimize residential owner, tenants and commercial tenant inconvenience.

2. Utility shut-offs, if necessary, will be planned for times most convenient to residents and business owners.

3. Licensed lead contractors shall counsel occupants if any improvements involve lead paint surfaces (window replacement, for example) and are responsible to conduct the work according to lead-safe work practices. If it is determined that it is in the best interests of the occupants to temporarily vacate the premises, the occupants will be counseled with regarding to vacating the unit temporarily (e.g. by staying with friends or family).

4. Providing information and referral services to individuals who must temporarily leave their homes or businesses.

5. Informing landlords to pay tenant out of pocket expenses for the period of time in which a unit is not habitable.

6. Stage rehabilitation of assisted housing to allow tenants to remain during and after rehabilitation, working with empty buildings or groups of empty units first so they can be rehabilitated first.

7. Establish temporary relocation facilities, if necessary, in order to house families whose displacement will be of short duration.

8. Stage commercial rehabilitation work activities so that the business can continue to serve customers while construction is underway.
9. The property owner will be responsible for providing storage space for their belongings during the rehabilitation work, if necessary.

Relocation Assistance/Permanent Displacement: Any person permanently and involuntary displaced will be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The term displaced person means any person (family, individual, business, non-profit organization, or farm) that moves from real property or moves personal property as a direct result of

rehabilitation, demolition, or acquisition for a Small Cities Development Program project. Actions to be taken include:

1. Informing tenants that they may be entitled to relocation payments and other assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

2. Informing tenants that they may be entitled to additional payments above the URA payment in compliance with requirements of section 104(d) of the Housing and Community Development Act of 1974, as amended. If rehabilitation activities raise the market rent (including utility costs) above the applicable fair market rent established by HUD's Section 8 existing housing program (or the local payment standard for the Section 8 program), then the unit must be replaced and low or moderate income tenants are entitled to additional payments in compliance with section 104(d).

3. Relocation assistance will be provided for lower-income tenants who, in connection with an activity assisted under the Community Development Block Grant, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

4. The City of Willmar will replace all occupied and vacant lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the Community Development Block Grant in accordance with 24 CFR 42.375. Before entering into a contract committing the City of Willmar to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City of Willmar will make public by public notice in the West Central Tribune and submit to HUD and the Minnesota Department of Employment and Economic Development the following information in writing:

A. A description of the proposed assisted project;
B. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
C. A time schedule for the commencement and completion of the demolition or conversion.

RESOLUTION NO. 18-96

ADOPTING A SECTION 3 PLAN

Motion By: Nelsen Second By: Asmus

WHEREAS, The City of Willmar is a recipient of the HUD Community Development Block Grant Program (Small Cities Development Program); and

WHEREAS, the Department of Housing and Urban Development requires its grantees to have a plan in place to direct employment and other opportunities created by the financial assistance received by the City towards low and very low income persons with incomes less than 80% of area median income particularly those who are recipients of government assistance for housing;

NOW, THEREFORE BE IT RESOLVED that the City of Willmar, Minnesota, hereby adopts the Section 3 Plan for the City as attached hereto on this 6th day of August, 2018.

s/s Marv Calvin
MAYOR

ATTEST:

s/s Judy Thompson
CITY CLERK

City of Willmar Section 3 Plan

The City of Willmar, Minnesota, in conjunction with the Small Cities Development Program, has the following plan to direct employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing.

Section 3 is a HUD requirement that is intended to ensure that when employment or contracting opportunities are available on HUD funded projects, preference is given to low- and very low-income persons or businesses. Being a Section 3 Business is not required, however, preference is given to those businesses.

The City of Willmar will attempt to recruit low-income residents through at least one of the following: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the City of Willmar in which the Section 3 covered program or project is located, or participate in the one of the HUD program or other program which promotes the training or employment of Section 3 residents, or will participate in a HUD program or other program which promotes the award of contracts to businesses which meet the definition of Section 3.

The City of Willmar will require all contractors to complete and submit the Section 3 Business Certification Form prior to awarding contracts. The City of Willmar will keep a list of Section 3 businesses. While being a Section 3 business is not required for the program, the City of Willmar will give preference to qualified, competitive Section 3 businesses.

Section 3 Business Certification Form

Section 3 is a HUD requirement that is intended to ensure that when employment or contracting opportunities are available on HUD funded projects, preference is given to persons or businesses earning less than 80% of area median income (AMI) as provided by local administrator. Being a Section 3 Business is NOT required, however preference is given to those businesses.

Name of Business _____Owner(s) of Business _____
Type of Business _____Address of Business _____
City _____ County _____ State ___ Zip Code _____Telephone _____

Please answer the following questions:

1. Is your business owned by a person(s) with an annual income below 80% of area median income (AMI)? (local administrators should attach income chart) Note: If there is more than one owner, at least 51% ownership must be by a person(s) below that income level.
   - □ Yes Go to Question 2.
   - □ No Go to Question 3.

2. What is the 80% AMI or less income owners(s) name(s)? _____. Skip questions 4&5, provide signature, and answer additional required questions.

3. Are 30% of full-time employees earning below 80% area median income?
   - □ Yes Skip Question 4 and provide signature and answer additional required questions.
   - □ No Go to Question 4.

4. Can you provide documented evidence that if your business does sub-contracting, that more than 25% of the dollar value of all contracts will go to those businesses that are at or below 80% of the area median income?
   - □ Yes Sign and date this form and answer additional required questions.
   - □ No Sign and date form.

If you answered no to all these questions, you are not a Section 3 Business. You do not have to be a Section 3 Business in order to work on HUD projects.

Business Owner Signature _____ Date _____

<u>If you certify that you are a Section 3 Business, complete the following questions</u>

1. Number of New Hires _____
2. Percentage of New Hires with income below 80% of area median income _____
3. Percentage of New Hire hours completed by persons earning income below 80% of area median income _____
4. Percentage of total staff hours completed by Section 3 Employees and Trainees _____
5. Number of Section 3 Trainees _____
6. In any, what trades do the Section 3 new hires/employees work? Examples: Professionals, technicians, office/clerical, construction. If construction, please indicate specific trade(s).____

It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

RESOLUTION NO. 18-97

PROHIBITION OF EXCESSIVE FORCE POLICY

Motion By: Nelsen Second By: Alvarado

Whereas, Section 906 of the National Affordable Housing Act of 1990 amended Title I of the Housing and Community Development Act of 1974 by adding a new certification entitled *Protection of Individuals Engaging in Non-Violent Civil Rights Demonstrations* and;

Whereas, the language imposed by the 1990 Appropriations Act was retained and additional language was added requiring units of government receiving Community Development Block Grant funds (also known as the Small Cities Development Program in Greater Minnesota) to adopt and implement a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within jurisdictions;

Now Therefore Be It Resolved, The City of Willmar, Minnesota prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in nonviolent civil rights demonstrations.

Be It Further Resolved, The City of Willmar, Minnesota also will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction.

Adopted this 6th day of August, 2018.

s/s Marv Calvin
MAYOR

ATTEST:

s/s Judy Thompson
CITY CLERK

RESOLUTION NO. 18-98

ADOPTING WILLMAR SMALL CITIES DEVELOPMENT PROGRAM PROGRAM INCOME AND LOCAL INCOME GENERATED POLICY

Motion By: Nelsen Second By: Asmus

WHEREAS, recipients of the Small Cities Development Program are required to adopt a Program Income and Local Income Generated Policy which explains the definition and administration of future Program Income and Local Income generated from the Small Cities Development Program,

NOW THEREFORE BE IT RESOLVED, The City of Willmar establishes the following Program Income and Local Income Generated Policy as a condition of receiving federal Community Development Block Grant funds:

Definitions:
Program Income is defined as income of $35,000 or more generated by SCDP and federal Minnesota Investment Fund (MIF) funded activities in a federal fiscal year (October 1-September 30).

Local Income is defined as income less than $35,000 generated in a fiscal year.

Both Program Income and local income generated have restricted reuse and must be reused in a manner consistent with what was stated in the funding application, grant agreement, and the City's required Program Income and Local Income Generated Policy. Program Income and local funds generated could include:

- loan repayments (with interest, if applicable),
- proceeds from the sale of property purchased with SCDP funds,
- interest earned on the Program Income itself, and/or
- fines assessed on SCDP funded contracts.

Reporting: On behalf of the City of Willmar, the Kandiyohi County HRA will complete online Post-Closeout Program Income Reporting annually (by October 15). The purpose of this is to report Program Income received, expended, and the ending balance. If the City of Willmar has multiple activities and/or past grants generating funds, they should be combined for reporting purposes. The City does *not* have to combine funds generated through SCDP grants and Minnesota Investment Fund (MIF) revolving loan fund grant repayments and interest.

These annual reports are required as long as there is a local balance of Program Income or there are outstanding loans/liens payable to the HRA (from the original grant or Program Income). If Program Income funds are revolving, Program Income reporting requirements will continue. However, if income received in any year is less than $35,000, then those collected funds are no longer Program Income and do not need to be reported (but still have the restrictions for reuse). The HRA will complete the annual on-line reporting even if no funds were collected or expended.

If the HRA collects $0-$34,999 in a reporting year, the HRA should report $0 for on-line Post Closeout Program Income Reporting. These funds are not Program Income; they are local funds generated (and still have reuse restrictions).

If Program Income is expended, the **Post-Closeout Program Income Expenditure Report** will be completed by the HRA and sent to DEED (by October 15). This report is to collect specifics of the eligible activities the Program Income was expended on. This report will include similar information to what is included on annual reports (demographics, income levels, leveraged funds, etc.). The Post-Closeout Expenditure Report does NOT need to be completed if funds were expended on an open SCDP grant. Those accomplishments will be reported on that grant's Annual/Final Report.

Reuse of Program Income and Local Income Generated: All Program Income reuse must follow SCDP program requirements (federal objective, environmental, labor standards, etc.). Program Income and local income generated from previous grants will be used prior to awarded grant funds. Program Income and local income generated will be listed as leverage on applications and is expected to be drawn prior to drawing awarded funds. After closeout, if the City wishes to use Program Income or local income generated for something other than the activities that generated the income, SCDP staff should be consulted.

Establishing & Managing Revolving Funds: A revolving fund is a separate fund with an independent set of accounts used only to track Program Income and local generated funds. Revolving funds may be established for activities approved by SCDP.
- Revolving funds cannot be capitalized directly with grant funds.
- The reuse of such income shall be stated in the administrative contract between the City and the Kandiyohi County HRA.

The HRA will account for Program Income and local income generated from grants separately.

DEED may request information and review the HRA files for local funds generated and Program Income to insure its reuse complies with the grantee's application, funding agreement, and Program Income Plan.

Future SCDP Preliminary Proposal or Full Application preparation is not an eligible use of program income.

Adopted this 6th day of August, 2018.

s/s Marv Calvin
MAYOR

ATTEST:

s/s Judy Thompson
CITY CLERK

RESOLUTION NO. 18-99

RESOLUTION APPROVING NONUNION EMPLOYEES' 2018 THROUGH 2020 BASE PAY AND HEALTH INSURANCE CONTRIBUTIONS

Motion By: Mueske Second By: Asmus

WHEREAS, City of Willmar ("City") employees not represented by an exclusive representative ("nonunion employees") are being paid base pay and contributions to City-provided group health insurance as of the date of this resolution as specified for calendar year 2017 because the City Council has not taken any action for such items for calendar year 2018;

WHEREAS, the City executed in 2018 labor contracts covering 2018 through 2020 with exclusive representatives for employees represented by an exclusive representative that specifies base pay and contributions to City-provided group health insurance for 2018 with increases to such from 2017 retroactive to January 1, 2018;

WHEREAS, the City has an understanding and practice with nonunion employees of providing any changes to base pay and contributions to health insurance, effective January 1 of each calendar year, regardless of when the City approves such changes because their base pay and contributions are calendar-year specific; and

WHEREAS, the City Council must approve base pay and contributions to City-provided group health insurance for 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 ranges and base pay for each nonunion employee be increased by:

    a. 2%, effective January 1, 2018, for January 1, 2018 through December 31, 2018

    b. 2%, effective January 1, 2019, for January 1, 2019 through December 31, 2019

    c. 2%, effective January 1, 2020, for January 1, 2020 through December 31, 2020

2. Other components of base pay for nonunion employees 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 and a satisfactory performance review.

    b. A 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 (6) months in order to determine whether a base pay increase should be given.

    c. New employees will receive a base pay increase of up to 4% upon a satisfactory six-month review

3. The City will contribute up to the following for nonunion employees for City-provided group health insurance:

    a. For January 1, 2018 through December 31, 2018

        i. The following monthly for single coverage:

            1. The amount of the premium for employees enrolled in the Traditional or H.S.A. plan

            2. $713.00 for employees enrolled in the Double Gold Plan

        ii. The following monthly for family coverage:

            1. $1,672.26 for employees enrolled in the 100/300 Deductible Plan or the Double Gold Plan

            2. $1,086.50 for employees enrolled in the H.S.A. plan

        iii. $2,700 in monthly increment into an employee's H.S.A. for employees enrolled in single coverage in the H.S.A. plan

        iv. $5,400 in monthly increment into an employee's H.S.A. for employees enrolled in family coverage in the H.S.A. plan

        v. If an employee enrolled in the H.S.A. plan experiences a hardship during the year he/she may ask in writing to the City Administrator for the City's full annual or a portion contribution to be deposited into the employee's health savings account.

    B. For January 1, 2019 through December 31, 2020

        i. The following for single coverage:

            1. The premium for employees enrolled in the H.S.A. plan

            2. The maximum amount the City paid in the preceding calendar year plus 50% of the increase in premiums for employees enrolled in the same or similar replacement plans other than the H.S.A. plan

        ii. The following for family coverage:

            a. The premium for employees enrolled in H.S.A. plan

b. The maximum amount the City paid in the preceding calendar year plus 50% of the increase in premiums for employees enrolled in the same or similar replacement plans other than the H.S.A. plan

ii. The greater of the annual deductible amounts or legal annual contribution limit in monthly increments into an employee's H.S.A. for employees enrolled in single or family coverage in the H.S.A. plan. If the annual deductible amounts for the H.S.A. plan are greater than the legal annual contribution limit, then the difference between the two will be paid to the employee or their healthcare provider or as otherwise authorized by law.

iii. If an employee enrolled in the H.S.A. plan experiences a hardship during the year he/she may ask in writing to the City Administrator for the City's full annual contribution to be deposited into the employee's health savings account.

4. This resolution supersedes all current or prior policies addressing the subject matters addressed in this resolution.

Dated this 6th day of August, 2018.

s/s Marv Calvin
Mayor

Attest:

s/s Judy Thompson
City Clerk

SUBJECT TO FINAL APPROVAL OF THE MUNICIPAL UTILITIES COMMISSION

WILLMAR MUNICIPAL UTILITIES MINUTES
MUNICIPAL UTILITIES AUDITORIUM
AUGUST 13, 2018

The Municipal Utilities Commission met in its regular scheduled meeting on Monday, August 13, 2018 at 11:45 a.m. in the Municipal Utilities Auditorium with the following Commissioners present: Carol Laumer, Justin Mattern, Abdirizak Mahboub, Nathan Weber, Bruce DeBlieck, Ross Magnuson and Brendan MacDonald.

Others present at the meeting were: General Manager John Harren, Director of Finance Denise Runge, Power Supply Manager Chris Carlson, Customer Service Supervisor Stacy Stien, Staff Electrical Engineer Jeron Smith, Energy Services/Marketing Rep Mary Kosbab, Administrative Secretary Beth Mattheisen, City Councilmember Shawn Mueske, and City Attorney Robert Scott (via teleconference).

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

RESOLUTION NO. 38

"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 July 23, 2018 Commission meeting; and,
- Bills represented by vouchers No. 181226 to No. 181349 and associated wire transfers inclusive in the amount of $1,090,053.47.

Dated this 13th day of August, 2018.

_____
President

Attest:

_____
Secretary

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

Commissioner Weber (LC Chair) reviewed with the Commission the minutes from the August 7th WMU Labor Committee meeting (see attached). The main topic of discussion focused on a mediation update regarding a former employee whose employment with the Utility was recently terminated. Following discussion, Commissioner Weber offered a motion to approve the minutes of the August 7th WMU Labor Committee meeting as presented. Commissioner Magnuson seconded the motion which carried by a vote of seven ayes and zero nays.

Staff Electrical Engineer Smith reviewed with the Commission the bid results and award recommendation for the furnishing of control panels for the Priam Substation Project. The sole bid

received for the project was submitted by Electrical Power Products, Inc. (EP2) of Des Moines, Iowa, in the amount of $359,423.00. It was the recommendation of DGR Engineering (project consultant) and Staff to award the bid to EP2 for the furnishing of control panels for the Priam Substation. Following review and discussion, Commissioner Laumer offered a resolution to award the bid for the Priam Substation control panels to EP2 for their bid of $359,423.00. Commissioner MacDonald seconded.

RESOLUTION NO. 39

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the contract bid for the furnishing of control panels for the Priam Substation Project be awarded to Electrical Power Products, Inc., of Des Moines, Iowa, in the amount of $359,423.00."

Dated this 13th day of August, 2018.

_____
President

Attest:

_____
Secretary

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

Staff Electrical Engineer Smith provided the Commission with a status update of the Priam Substation Project which is on schedule with an anticipated in-service completion date of May 2019. Smith noted that the bidding process has been completed and on budget ($4.98 million) for all the material and construction to complete the transmission expansion project including relay panel upgrades on the Priam Substation 69KV lines at both the Southwest and Willmar Substations. These upgrades would allow for a possible future transmission line expansion (115 KV). Construction is scheduled to begin this fall.

As a new member of Missouri River Energy Services (MRES), a number of items were reviewed relating to the Utility's affiliation with the energy organization. Commissioner Laumer displayed a MRES membership plaque that the Utility had been presented with at the 2018 MRES Annual Meeting. General Manager Harren followed by informing the Commissioners of the upcoming MRES Municipal Power Leadership Academy (Sept. 19-20 in Sioux Falls). Commissions were encouraged to attend this event which will provide the opportunity to learn about governance practices for policy makers, utility management and the relationship between its members and MRES. The event would be extremely beneficial to all new members in providing an overview of the services and programs that are available to all MRES members.

At this time, Electric Services/Market Rep Kosbab presented the Commission with an informative video created by MRES, WMU and the Kandiyohi Economic Development Commission (EDC) highlighting the advantages of public power for our community. MRES provides a number of energy services/programs along with informational data (brochures/pamphlets, etc.) that will be distributed to our customers to assist in meeting their energy needs.

Energy Services/Marketing Rep Kosbab presented a recap of the recent Customer Appreciation Open House held on August 2nd at the Willmar Civic Center. Once again, the Open House was a huge success with over 1,000 Utility customers attending. On behalf of the Commission, Commissioner Laumer expressed her appreciation to Staff and fellow Commissioners for their time and effort

involved in hosting the successful Open House. To commemorate the event, drawings for nine $50 Utility bill credits along and a set of personalized WMU bean bag boards were held. The recipients of the $50 credits were: Maria Gamez, Linda Shimmel, Connie Wallace, Mardell Larson, Myrna Loso, Myron Hanson, Andrew Clancy, Kirk VanderPol, and Rod Believean. Dean Boike was the winner of the WMU bean bag boards. Congratulations to all!

Staff Electrical Engineer Smith reviewed with the Commission the July 2018 Wind Turbine Report. Smith noted that turbine availabilities for the month of July were at 95.2% (Unit #3) and 98.2% (Unit #4) with a monthly total production of 330,556 KWH.

Commissioner Laumer presented the Commission with a recap of her recent attendance at the APPA Policy Makers Council Meetings held in Washington, DC. The top public power legislative priority topics (6) included: electric system investments; protecting federal ownership of the PMAs and TVA; wholesale electric markets; grid security; pole attachments; and, environmental regulations. Laumer expressed her appreciation to the Commission for the opportunity to attend and participate as a member of the APPA Policy Makers Council.

General Manager Harren informed the Commission that a meeting of the WMU Planning Committee has been scheduled for Thursday, August 23rd beginning at 12:00 p.m. The main topic of discussion will focus on the 2019 WMU Budget. If required, a second meeting of the Planning Committee will be scheduled to continue discussions relating to the Budget (possible dates include: Aug. 29th, Sept. 4th or Sept. 5th).

General Manager Harren stated that an additional WMU Planning Committee would be forthcoming. Agenda items for this meeting are scheduled to include: new generation; consideration to reallocate funds (diesel generators to GIS); Customer Appreciation Open House (2019); and, MRES School Education Program.

For information: 2018 Upcoming meetings/events to note include:

- MMUA Summer Conference – August 20-22 (Alexandria)
- Annual MUC Mtg. - Facilities Tour – August 27 @ 3:00 p.m.
- MRES Leadership Academy – Sept. 19-20 (Sioux Falls, SD)

There being no further business to come before the Commission, Commissioner Laumer declared the meeting adjourned at 12:25 p.m.

Respectfully Submitted,

WILLMAR MUNICPAL UTILITIES

_____

Beth Mattheisen
Administrative Secretary

ATTEST:

_____

Abdirizak Mahboub, Secretary

WILLMAR MUNICIPAL UTILITIES
MUC Labor Committee Meeting Minutes
Monday, August 7, 2018
12:00 p.m.

Attendees: Commissioners Nathan Weber & Ross Magnuson, General Manager John Harren, Director of Finance Denise Runge, Compliance Officer/Human Resources Manager Janell Johnson and Administrative Secretary Beth Mattheisen.

Commissioner Weber called the meeting to order at 12:04 p.m.

****

AGENDA ITEMS:

1) **Jon Folkedahl mediation update:**

General Manager Harren and Compliance Officer/Human Resources Manager Johnson provided an overview of background information related to former employee Jon Folkedahl's request for additional PDO compensation following his termination of employment with the Utility. Staff presented the Committee with data and supporting documentation related to the subject.

It was noted that a deposition session between the Utility and Mr. Folkedahl was held on July 25th, and a mediation session between the two parties is scheduled for Friday, August 10th.

Following review and discussion, the Labor Committee provided insight and direction to Staff related to the upcoming August 10th session.

Depending on the outcome of the mediation session, the Commission may be presented an update of any new developments pertaining to the mediation at the August 13th MUC meeting.

2) Miscellaneous:

General Manager Harren informed the Labor Committee that the Utility is moving forward with addressing office staffing needs. Staff is currently working with Labor Attorney Frank Madden's office to address statutory guidelines relating to options for consideration.

3) Adjournment:

There being no further business to come before the WMU Labor Committee, Commissioner Weber offered a motion to adjourn. Commissioner Magnuson seconded the motion which carried, and the meeting was adjourned by a vote of two ayes and zero nays at 12:53 p.m.

WILLMAR CITY BOARD OF CANVASS PROCEEDINGS
CONFERENCE ROOM NO. 1
WILLMAR CITY OFFICE BUILDING
WILLMAR, MINNESOTA

August 16, 2018
1:00 p.m.

The Board of Canvass was called to order by Mayor Marv Calvin. Members present on a roll call were; Mayor Marv Calvin, Council Members Audrey Nelsen, Rick Fagerlie, Ron Christianson, Julie Asmus, Fernando Alvarado, and Shawn Mueske; Present 7, Absent 2. Council Members Kathy Schwantes and Andrew Plowman were excused from the meeting.

Also present was City Clerk Judy Thompson.

The Board met for the purpose of canvassing the ballots from the August 14, 2018, Primary Election. Following review of the election results, Resolution No. 1 was introduced by Council Member Shawn Mueke, seconded by Council Member Julie Asmus, and approved on a roll call vote of Ayes 6, Noes 0.

RESOLUTION NO. 1

WHEREAS, the City Council of the City of Willmar, Minnesota, has officially canvassed the ballots for the Primary Election held on August 14, 2018, in and for the City of Willmar;

NOW, THEREFORE, BE IT RESOLVED, that the candidates and figures listed below are a full and true canvass of the Primary Election:

	PRECINCT COUNT			ABSENTEE BALLOTS			TOTAL		
MAYOR FOUR-YEAR TERM	CALVIN	PEPPIN	DAHL	CALVIN	PEPPIN	DAHL	CALVIN	PEPPIN	DAHL
Ward 1, Precinct 1	212	42	14	43	4	3	255	46	17
Ward 1, Precinct 2	84	37	11	12	5	2	96	42	13
Ward 1, Precinct 3	120	33	7	9	2	1	129	35	8
Ward 2, Precinct 1	176	70	14	27	0	1	203	70	15
Ward 2, Precinct 2	226	70	13	31	5	2	257	75	15
Ward 2, Precinct 3	258	67	22	48	9	2	306	76	24
Ward 3, Precinct 1	244	52	21	34	1	3	278	53	24
Ward 3, Precinct 2	96	33	17	4	1	1	100	34	18
Ward 3, Precinct 3	121	43	8	8	7	0	129	50	8
Ward 4, Precinct 1	104	38	9	58	8	4	162	46	13
Ward 4, Precinct 2	69	42	4	11	3	0	80	45	4
Ward 4, Precinct 3	147	51	13	11	4	0	158	55	13
TOTAL	**1857**	**578**	**153**	**296**	**49**	**19**	**2153**	**627**	172

Dated this 16th day of August, 2018

Council Members:
/s/ Ron Christianson
/s/ Shawn Mueske
/s/ Rick Fagerlie
/s/ Julie Asmus
/s/ Fernando Alvarado
/s/ Audrey Nelsen

/s/ Marv Calvin
Mayor

/s/ Judy Thompson
Attest: City Clerk

There being no further business to come before the Board of Canvass, the meeting was adjourned at 1:25 p.m. upon motion by Council Member Mueske and seconded by Council Member Fagerlie.

SUBJECT TO FINAL APPROVAL BY PLANNING COMMISSION

WILLMAR PLANNING COMMISSION
CITY OF WILLMAR, MN
WEDNESDAY, AUGUST 1, 2018

MINUTES

1. The Willmar Planning Commission met on Wednesday, August 1, 2018, at 7:00 p.m. at the Willmar City Offices Conference Room #1.

   ** Members Present: Steve Gardner, Rolf Standfuss, Jeff Kimpling, Dr. Jerry Kjergaard, Margaret Fleck, and Terry Sieck.

   ** Members Absent: Cletus Frank, Terry VanVeldhuizen, and Jonathan Marchand.

   ** Others Present: Sarah Anderson – Planner, Bruce Peterson – Director of Planning & Development Services, Andy Gilbertson – Andrew Gilbertson Construction, LLC, Jason Butler – City Line Towing, Jim Bach – Marcus Construction.

2. MINUTES: Minutes of the July 18th, 2018 meeting were approved as presented.

3. ANDREW GILBERTSON CONSTRUCTION HOUSE MOVE PLAN REVIEW – FILE NO. 18-07: The public hearing opened at 7:01 p.m. Staff presented, on behalf of Andrew Gilbertson Construction, LLC of Atwater, MN, a request for a house move plan review of a single family home onto property described as follows: Lot 1, Block 1, Valley View Addition. The house will be moved into City limits from out of town, and the property is zoned R-2. A 20' utility easement exists across the northern lot line of this property. A new attached garage will be constructed, as well as new siding, windows, soffit & fascia, shingles, doors, and flooring. The home will be sold once renovations are complete.

   No one appeared to speak for or against the request, and the public hearing closed at 7:05 p.m.

   The Planning Commission reviewed and discussed staff comments (see Attachment A). Andrew Gilbertson explained that they have waited to set a house move date and time until Planning Commission approval of the house move.

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

   Mr. Standfuss made a motion, seconded by Ms. Fleck to approve plan review for the house move with the following conditions:
   A. The main floor elevations above finished grade shall be consistent with those of nearby houses.
   B. The curb cut shall be not more than 24' wide.
   C. The deadline for completing all exterior work i.e. house exterior, driveway, sidewalk, landscaping, etc. shall be four (4) months after the house is moved.

D. A performance bond or certified check in the amount of $3,000 shall be submitted to the City (prior to issuance of house move and building permit) as security to ensure completion of the exterior work.
E. The use shall meet all applicable local, state, and federal laws and regulations at all times.

The motion carried.

4. 1ST ST STATION DRIVE THROUGH PLAN REVIEW – FILE NO. 18-08: Staff presented plans on behalf of the applicant Marcus Construction, Willmar, MN of a four unit commercial building with one proposed drive through window on property described as follows: Part of the Southwest ¼ of Southwest ¼, commencing 33 feet east of the southwest corner then north 150 feet 10 inches, being point of beginning, then east 150 feet, north 100 feet, west 150 feet, south 100 feet to beginning AND Part of the Southwest ¼ of Southwest ¼: commencing 33 feet east of southwest corner of Southwest ¼ of Southwest ¼, then north 150 feet 10 inches, then east 150 feet, then south 150 feet 10 inches, then west 150 feet to beginning. The property is zoned GB and requires plan review due to the proposed drive through window. The property has two proposed accesses, but Engineering has concern regarding existing traffic conflicts along Willmar Avenue SE. The proposed drive through is one way, and allows stacking for six vehicles. Parking setbacks are not met along north and west lot lines; a variance shall be obtained or setbacks met.

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

The Commission discussed at length traffic conflicts along Willmar Avenue. Although the City finds it ideal for there to be no access along Willmar Avenue SE, it is also recognized that this would restrict access to the commercial use. Engineering has proposed a "right-in and right-out" only access for this entrance as the majority of conflicts are due to vehicles turning left. The Commission agreed that better traffic control was necessary in this area, and liked the Engineers proposal.

The Commission inquired about parking setbacks and retaining wall locations. The Fire Marshall's comments were also reviewed. Although a fire lane requires at least 20 feet in width, the drive through is not a required fire lane.

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

Mr. Kimpling made a motion, seconded by Ms. Fleck, to approve the plans with the following conditions:
A. Parking setbacks shall be met, or a parking setback variance on north and west sides of the property shall be obtained.
B. Landscape plans shall be submitted, reviewed, and approved by staff prior to issuance of a building permit.

C. All Engineering Department comments shall be met, adhered to, and additional information supplied as requested.
D. The use shall meet all applicable local, state, and federal rules and regulations at all times.
E. Access along Willmar Avenue shall be "right-in and right-out" only as Engineering Department requested due to existing traffic conflicts.

The motion carried.

5. CITY LINE TOWING PRELIMINARY SITE PLAN: Staff presented a preliminary site plan and potential rezoning for a limited Salvage Yard (used car part sales) use on property described as follows: Lots 1-3, Block 4, Paulson & Sunde's Subdivision of Lot D Eastern Addition to Willmar AND Beginning on south line of Lot 3, 250' east of southeast corner of Lot 7 then south 36.5' then east to west line of 6th St SE then north along west line of 6th St E to south line of Benson Ave then west along south line of Benson Ave to northeast corner of Lot 1 southwesterly along east line of Lots 1-3 to southeast corner of Lot 3 then west along south line of Lot 3 to beginning (532 Benson Avenue SE). A towing impound lot exists on the western lot currently and the owner would like to apply for a Minnesota State Used Vehicle Parts and Scrap Metal license to disassemble and sell used car parts from wrecked cars on site. Currently, a salvage yard is not allowed in a GB zone, but automobile/truck sales and part sales are allowed in a GB zone. Property to the north is Industrial (I-2), east and west properties are zoned GB, and property to the south is Residential (R-2).

Jason Butler of City Line Towing added that the use would be completely screened and a limited amount of vehicles would be on the site. No stacking of cars would occur. Access would be off of 6th Street.

The Commission inquired about the State's definition of a salvage yard. Mr. Butler emphasized that the work would not be visible. Intensity of use and aesthetics was heavily discussed, along with proximity to residential uses. Staff reminded commission that an impound lot already exists on the western parcel.

Mr. Butler discussed the potential for future expansion in this area. City Line Towing continues to grow and most recently has opened a taxi service.

The Planning Commission asked about pollution of the site and fluids that would leak into the earth from wrecked cars. The State heavily monitors and regulates totaled vehicles. Mr. Butler explained that once the usable parts have been dismantled, the shell will be taken off the property and recycled.

The Commission brought up a denied request for a daycare in an industrial use earlier this year. Staff reminded the Commission that this property is contiguous with other commercial and industrial uses. There is direct proximity to residential property, but impound lots and automobile businesses are permitted in a commercial zone. This is a

transitional area along a major artery, while the property being considered for a daycare was completely surrounded by an industrial zone.

Staff reminded the Commission that the use would require a Conditional Use Permit, and any conditions the Commission felt necessary could be stipulated for the approval of such a permit. Staff also reviewed the public hearing requirements for both a rezone (map or text) and a CUP.

After extensive discussion regarding this potential use, the Planning Commission requested Staff draft a few draft text amendment options to consider at a later meeting. The Planning Commission has taken no action at this time.

6. MISCELLANY: The Planning Commission remarked on the fences being put up by the new Dairy Queen and Kwik Trip – a requirement of plan review approval last year – and thanked staff for seeing that the screening requirement was met.

7. There being no further business to come before the Commission the meeting adjourned at 8:15 p.m.

Respectfully submitted,

Sarah J. Anderson
Planner

PLANNING COMMISSION – AUGUST 1, 2018

STAFF COMMENTS

1. ANDREW GILBERTSON CONSTRUCTION HOUSE MOVE PLAN REVIEW – FILE NO. 18-07:
   - The applicant is Andrew Gilbertson from Andrew Gilbertson Construction, LLC, Atwater, MN.
   - The applicant is requesting a plan review for a house move onto property described as follows: Lot 1, Block 1, Valley View Addition.
   - The house is currently located outside City limits, and the proposed location is currently a vacant lot.
   - The property is zoned R-2 (One- and Two-Family Residential). The home will be a single family residence.
   - All setbacks and minimum lot requirements are met.
   - A 20' utility easement for stormwater runs east and west across the northern lot line.
   - The property will be accessed via Lakeland Dr SE, and there will be a concrete driveway.
   - An attached garage has been proposed on the home, as well as new siding, windows, soffit & fascia, shingles, doors, and flooring.
   - The home will fit in with the area, and above grade elevations will be consistent with those of nearby houses.
   - The Planning Commission can assign a performance bond or other security to ensure that the exterior improvements are completed and done in a timely fashion.
   - Proposed date and time on house move? Structure sit on site until footings completed?

RECOMMENDATION: Approve the plan review for the house move with the following condition:

A. The main floor elevations above finished grade shall be consistent with those of nearby houses.
B. The curb cut shall be not more than 24' wide.
C. The deadline for completing all exterior work i.e. house exterior, driveway, sidewalk, landscaping, etc. shall be four (4) months after the house is moved.
D. A performance bond or certified check in the amount of $3,000 shall be submitted to the City (prior to issuance of house move and building permit) as security to ensure completion of the exterior work.
E. The use shall meet all applicable local, state, and federal laws and regulations at all times.

2. 1ST ST STATION DRIVE THROUGH PLAN REVIEW - FILE NO. 18-08:
   - The applicant is Marcus Construction, Willmar, MN.
   - The applicant requests plan review for a new 4-unit commercial building with one proposed drive through window on property described as follows: Part of Southwest ¼ of Southwest ¼, Section 14, Township 119, Range 35 (1221 1st St S).
   - The property is zoned GB (General Business) in which plan review is required for drive up windows.
   - There are two 32' proposed accesses via 1st St S and Willmar Ave SE – similar to the current accesses.

- Parking setbacks shall be adhered to or a variance shall be obtained for setbacks along 1st St S & the northern interior lot line. The eastern interior lot line and setbacks along Willmar Ave SE are already legal-nonconforming and will not change.
- Parking spaces along the north lot line are intended for employee parking – access?
- The drive through is single width, one-way only. Will access to the garbage enclosure and emergency vehicle access be an issue?
- No tenants are secured, but most units are being inquired about by office/retail uses. Unsure if a restaurant will occupy the unit with the drive through or not.
- Adequate number of parking spaces? 36 spaces currently proposed.
- The architectural look of the building will fit in well in the commercial corridor of 1st St S.
- A landscape plan was not submitted. One shall be submitted for review and approval prior to issuance of a building permit.
- Sign review and permitting is ancillary from the plan review process.

  Fire Marshal Comments: There is not enough travel space on both the north and east sides of the building. Fire Code requires at least 20 feet of clear travel space. I prefer 24 feet.

  Engineering Comments: I have reviewed the site plan for First Street Station, prepared by Negen and Associates, and have the following comments.
  - Planning Commission to review the non-conforming setbacks and number of parking spaces.
  - Post development runoff should be equal to or less than pre development runoff. Drainage calculations shall be submitted.
  - Prior to any soil disturbing operations, perimeter silt fence shall be installed to prevent any sediment from leaving the site.
  - This site has 6" sanitary sewer and 1.5" water service. The redevelopment of the site will require tapping fees and will be calculated based on new fixture units.
  - All downstream storm sewer inlets or aprons shall have inlet protection in place prior to any soil disturbing operations.
  - Because of existing traffic conflicts for east bound Willmar Avenue traffic entering the site, it is recommended that the proposed new entrance on Willmar Avenue be "right in and right out" only for Willmar Avenue west bound traffic.
  - If the existing First Street entrance is being changed, it should be noted that the existing curb on First Street is doweled to the underlying 8" concrete base.
  - The proposed parking lot perimeter to be curbed and storm sewer installed to control storm water

RECOMMENDATION: Approve the plan review for the house move with the following condition:

A. Parking setbacks shall be met, or a parking setback variance on north and west sides of the property shall be obtained.
B. Landscape plans shall be submitted, reviewed, and approved by staff prior to issuance of a building permit.
C. All Engineering Department comments shall be met, adhered to, and additional information supplied as requested.
D. The use shall meet all applicable local, state, and federal rules and regulations at all times.

RECEIVED
JUL 11 2018
BY:

Application for Appointment to

City Board/Committee/Commission

Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. *(If more than one, please number in order of choice.)*

_____ Airport Commission (meets monthly)

_____ Cable Advisory Board (meets as needed)

_____ Charter Commission (meets as needed)

_____ Community Education & Recreation Advisory Board (meets monthly)

_____ City/County Economic Development Operations Board (meets monthly)

_____ Housing and Redevelopment Authority (meets monthly)

X Human Rights Commission (meets as needed)

_____ Municipal Utilities Commission (meets bi-monthly)

_____ Pioneerland Library System Board (meets monthly)

_____ Planning Commission (meets bi-monthly)

_____ Police Civil Service Commission (meets first Monday in February each year and on as-needed basis thereafter)

_____ Rice Memorial Hospital (meets bi-monthly)

_____ Willmar Convention and Visitors Bureau

_____ Zoning Appeals Board (meets monthly)

_____ Ad hoc Task Forces (will be posted and will meet on an as-needed basis)

Applicant Information

Name: LILBON CLARK III Date of Application: 6/27/2018

Address: 725 5TH ST SW WILLMAR, MN Phone No. 320-260-1967

(Certain Boards and Commissions may require that you are a resident of the City of Willmar)

Email: LILBON.CLARK.4@GMAIL.COM

What prompted you to make application for a citizen committee? A CONVERSATION W/ SHAWN MUESKE

Briefly tell us why you want to serve on this Board/Committee/Commission:

I FEEL PASSIONATELY ABOUT HUMAN RIGHTS AND HAVE DEDICATED MY LIFE TO THE PROTECTION AND SERVICE OF THE PEOPLE. AS A BIRACIAL MAN, I BRING A CULTURAL PERSPECTIVE AND IDENTITY THAT CONNECTS ME TO EVERYONE AND NOONE. I SEE THE DIRECTION MY COUNTRY IS HEADED AND I CAN ONLY RAIL ABOUT IT ON FACEBOOK FOR SO LONG. FOR YEARS I'VE OFFERED MY BODY IN SERVICE OF THOSE WHO CANNOT PROTECT THEMSELVES. I WANT TO GIVE MORE IF IT WILL HELP.

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

EXPERIENCE OVERSEAS IN HUMANITARIAN AND MISSIONARY SERVICE. DIVERSE ETHNIC BACKGROUND AND CONTACT W/ VARIOUS CULTURES AND ETHNICITIES BOTH LOCAL AND ABROAD.

List your educational background: AA DEGREE - LAW ENFORCEMENT

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

N/A

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

MONTEVIDEO POLICE DEPARTMENT, APPLETON POLICE DEPARTMENT - POLICE OFFICER

Please return completed application to:

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

Or fax completed forms to: (320) 235-4917

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: August 20, 2018
From: Bruce D. Peterson, Director of Planning and Development Services	Subject: Amendment to license agreement to use public right of way

AGENDA ITEM: Amendment to license agreement to use public right of way

INTRODUCTION/REQUEST: The City has received a request from Dooley Brothers, LLP to install a fountain in the stormwater Pond, north of their facilities in Willmar Industrial Park. Because the stormwater pond is publicly owned, it is necessary to deal with this request through a license agreement.

HISTORY: Two years ago, a license agreement was granted to Dooley Brothers, LLP to allow a pole for an electrical box and permission to cross 3rd Avenue Northwest with a waterline to draw irrigation water from the stormwater pond.

CURRENT CIRCUMSTANCE: Rather than drafting a new license agreement to allow the placement of a fountain, it was determined that the original license agreement should more appropriately be amended.

RECOMMENDATION: That the license agreement to use the public right of way be amended to reflect the changes of language in the attachment.

ISSUES: The only issue is that of a private party using public right of way or public facilities. The City has had no issues with the previous license agreement for the use of public right of way and anticipates no impact from the amendment.

FINANCIAL IMPACT: All work done under the license agreement amendment will be done under the license agreement will be at the expense of the license.

ALTERNATIVE:
1. To approve the amendment
2. To not approve the amendment

RECOMMENDED MOTION: To adopt the resolution and amendment to the license agreement to use public right of way and authorize the Mayor and City Administrator to execute the amendment.

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

WORK SESSION DATE: N/A

COUNCIL MEETING DATE: August 20, 2018

☒ **CONSENT AGENDA** ☐ **AGENDA**

RESOLUTION NO. ____

AUTHORIZATION TO EXECUTE AMENDMENT TO DOOLEY LICENSE AGREEMENT

Motion By: _____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to enter into an amendment to the license agreement between the City of Willmar and Dooley Brothers, LLP. For the use of public right-of-way.

Dated this 20th day of August, 2018.

_____
MAYOR

Attest:

_____
CITY CLERK

AMENDMENT TO LICENSE AGREEMENT TO USE PUBLIC RIGHT-OF-WAY

This Amendment to the License Agreement to Use Public Right-of-Way ("License Agreement") made and entered into the _____ day of _____, 2017 by and between the City of Willmar, a municipal corporation under the laws of the State of Minnesota ("City") and Dooley Bros., LLP, a Minnesota limited liability partnership ("Licensee"), is made as of the ___ day of _____, 2018.

The License Agreement is hereby amended as follows (deleted material is crossed out; new material is underlined; paragraphs and subparagraphs not being amended are omitted):

* * * *

WHEREAS, Licensee has requested permission to draw water from the stormwater pond located on the City property for irrigation purposes by installing facilities under the 3rd Avenue Southwest right-of-way surface and installing a pole to support an electrical box, and to install facilities and equipment necessary for the operation of a fountain in such stormwater pond for aesthetic purposes (collectively, the "encroachments") all within the confines of the area described on the attached Exhibit A and depicted on the attached Exhibit B (the "Licensed Premises"), and the City is willing to permit Licensee to do so pursuant to the following terms and conditions.

* * * *

1. LICENSE. The City shall grant to Licensee a terminable license to install the encroachments ~~facilities~~ on the Licensed Premises ~~to draw water from the stormwater pond located on the City property for irrigation purposes~~ and otherwise operate, maintain and repair such ~~facilities~~ encroachments within the Licensed Premises ~~as necessary to serve the Licensee's Property~~ during the term of this Agreement, subject to the following conditions:

   * * * *

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

[*Remainder of Page Intentionally Left Blank*]

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

CITY OF WILLMAR

By: _____
Marvin Calvin, Mayor

By: _____
Isaac Holland, City Administrator

DOOLEY BROS., LLP

By: _____
Randy Dooley, Managing Partner

By: _____
Its: _____

Exhibit A

Parcel 6, City of Willmar Right of Way Plat No. 47-1

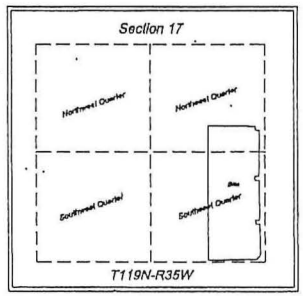
Exhibit B

Plat of:

WILLMAR INDUSTRIAL PARK FOURTH ADDITION

Located in part of:

SE¼ of the NE¼ and also part of the E½ of the SE¼ all in Section 17, T119N-R35W, Willmar Township, Kandiyohi County, City of Willmar, Minnesota



This drawing prepared by:

Bonnema Surveys Inc.
Professional Land Surveying
1809 22nd St SW - Suite 104
Willmar, MN 56201
Office (320) 231-2644
Fax (320) 231-2627

Developer: *City of Willmar*
Willmar, MN 56201

0 150 300 450

LEGEND

- Found Iron Monument from former survey
- Bonnema Surveys Placed Capped Iron Monument
- Kandiyohi County Aluminum Capped Iron Rod
- Change in Direction of centerline/boundary line

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the City of Willmar, a Minnesota municipality, owners and proprietors of the following described property, situated in the County of Kandiyohi, State of Minnesota, to wit:

That part of the Southeast Quarter of the Northeast Quarter and also part of the East Half of the Southeast Quarter, all in Section 17, Township 119 North, Range 35 West of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota described as follows:

- Commencing at the southeast corner of said Section 17;
- thence on a geodetic bearing of South 88 degrees 41 minutes 00 seconds West, along the south line of said Section 17, a distance of 208.67 feet to the southwest corner of Parcel 2, as shown on the record plat entitled CITY OF WILLMAR RIGHT OF WAY PLAT No. 47-1 on file in the office of the Kandiyohi County Recorder;
- thence on a bearing of North 01 degree 19 minutes 00 seconds West, along the west line of said Parcel 2, a distance of 74.86 feet;
- thence on a bearing of North 44 degrees 03 minutes 29 seconds East, along the west line of said Parcel 2, a distance of 141.40 feet;
- thence on a bearing of North 00 degrees 57 minutes 01 seconds West, along the west line of said Parcel 2, a distance of 745.27 feet to the southeast corner of Parcel 3 as shown on said record plat entitled CITY OF WILLMAR RIGHT OF WAY PLAT No. 47-1;
- thence on a bearing of North 89 degrees 47 minutes 04 seconds West, along the south line of said Parcel 3, a distance 100.00 feet to the southwest corner of said Parcel 3;
- thence on a bearing of North 00 degrees 57 minutes 01 seconds West, along the west line of said Parcel 3, a distance of 100.02 feet to the northwest corner of said Parcel 3;
- thence on a bearing of South 89 degrees 47 minutes 04 seconds East, along the north line of said Parcel 3, a distance of 100.00 feet to the northeast corner of said Parcel 3;
- thence on a bearing of North 00 degrees 57 minutes 01 seconds West, along the west line of said Parcel 2, a distance of 846.72 feet;
- thence northerly, along the west line of said Parcel 2, on a curve concave to the east which has a radius of 11559.16 feet, a chord bearing of North 00 degrees 40 minutes 58 seconds West, and a central angle of 00 degrees 32 minutes 06 seconds, a distance of 107.93 feet to the southeast corner of Parcel 4, as shown on said record plat entitled CITY OF WILLMAR RIGHT OF WAY PLAT No. 47-1;
- thence on a bearing of South 89 degrees 46 minutes 38 seconds West, along the south line of said Parcel 4, a distance of 100.00 feet to the southwest corner of said Parcel 4;
- thence on a bearing of North 00 degrees 10 minutes 03 seconds West, along the west line of said Parcel 4, a distance of 100.00 feet to the northwest corner of said Parcel 4;
- thence on a bearing of North 89 degrees 46 minutes 37 seconds East, along the north line of said Parcel 4, a distance of 100.00 feet to the northeast corner of said Parcel 4;
- thence northerly, along the west line of said Parcel 2, on a curve concave to the east which has a radius of 11559.16 feet, a central angle of 00 degrees 35 minutes 20 seconds, and a chord bearing of North 00 degrees 22 minutes 29 seconds East;
- thence on a bearing of North 00 degrees 40 minutes 09 seconds East, along the west line of said Parcel 2, a distance of 993.46 feet to the southeast corner of Parcel 5, as shown on said record plat entitled CITY OF WILLMAR RIGHT OF WAY PLAT No. 47-1;
- thence on a bearing of North 89 degrees 19 minutes 51 seconds West, along the south line of said Parcel 5, a distance of 100.00 feet to the southwest corner of said Parcel 5;
- thence on a bearing of North 00 degrees 40 minutes 09 seconds East, along the west line of said Parcel 5, a distance of 100.00 feet to the south line of Parcel 6, as shown on said record plat entitled CITY OF WILLMAR RIGHT OF WAY PLAT No. 47-1;
- thence on a bearing of North 89 degrees 19 minutes 51 seconds West, along the south line of said Parcel 6, a distance of 550.00 feet to the southwest corner of said Parcel 6;
- thence on a bearing of North 00 degrees 40 minutes 09 seconds East, along the west line of said Parcel 6, a distance of 602.00 feet;
- thence on a bearing of South 52 degrees 25 minutes 18 seconds West a distance of 125.00 feet;

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: August 20, 2018**
From: Bruce D. Peterson, Director of Planning and Development Services	**Subject: Groothuis Ag Lease**

AGENDA ITEM: Consideration of Groothuis Ag Lease renewal

INTRODUCTION/REQUEST: Because of unusual circumstances surrounding a particular piece of airport property, the owner of the property on both sides of the tract has requested that the Council make a special lease agreement with him to farm the property.

HISTORY: This property owner was given special consideration four years ago and the Council at that time agreed that they would not take bids on that parcel. The lease price was established as the average of the highest six ag leases plus $20 per month.

CURRENT CIRCUMSTANCE: The four year term of the pervious lease is expiring and the property owner wishes to proceed with the same arrangements.

RECOMMENDATION: To renew the lease with Dan Groothuis for airport land lease R.O.W. Two and that the price be set as the average of the highest six airport ag leases plus $20 per month.

ISSUES: N/A

FINANCIAL IMPACT: The per acre lease price will be established at a rate that is favorable to the City. Because the other leases have not yet been bid, the actual per acre cost is not known.

ALTERNATIVE:

1. To enter into a special agreement with Mr. Groothuis
2. To put the property out for bids

RECOMMENDED MOTION: To adopt the resolution renewing the ag lease with Dan Groothuis for airport parcel R.O.W. Two at a price equal to the average of the highest six airport ag leases, plus $20 per month.

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

WORK SESSION DATE:

COUNCIL MEETING DATE: August 20, 2018

☒ **CONSENT AGENDA** ☐ **AGENDA**

RESOLUTION NO. _____

AUTHORIZATION TO EXECUTE AG LEASE RENEWAL FOR R.O.W. TWO

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 execute an ag lease renewal with Daniel Groothuis for parcel R.O.W. Two at an annual rate of the average of the six highest ag lease rates plus $20/acre.

Dated this 20th day of August, 2018

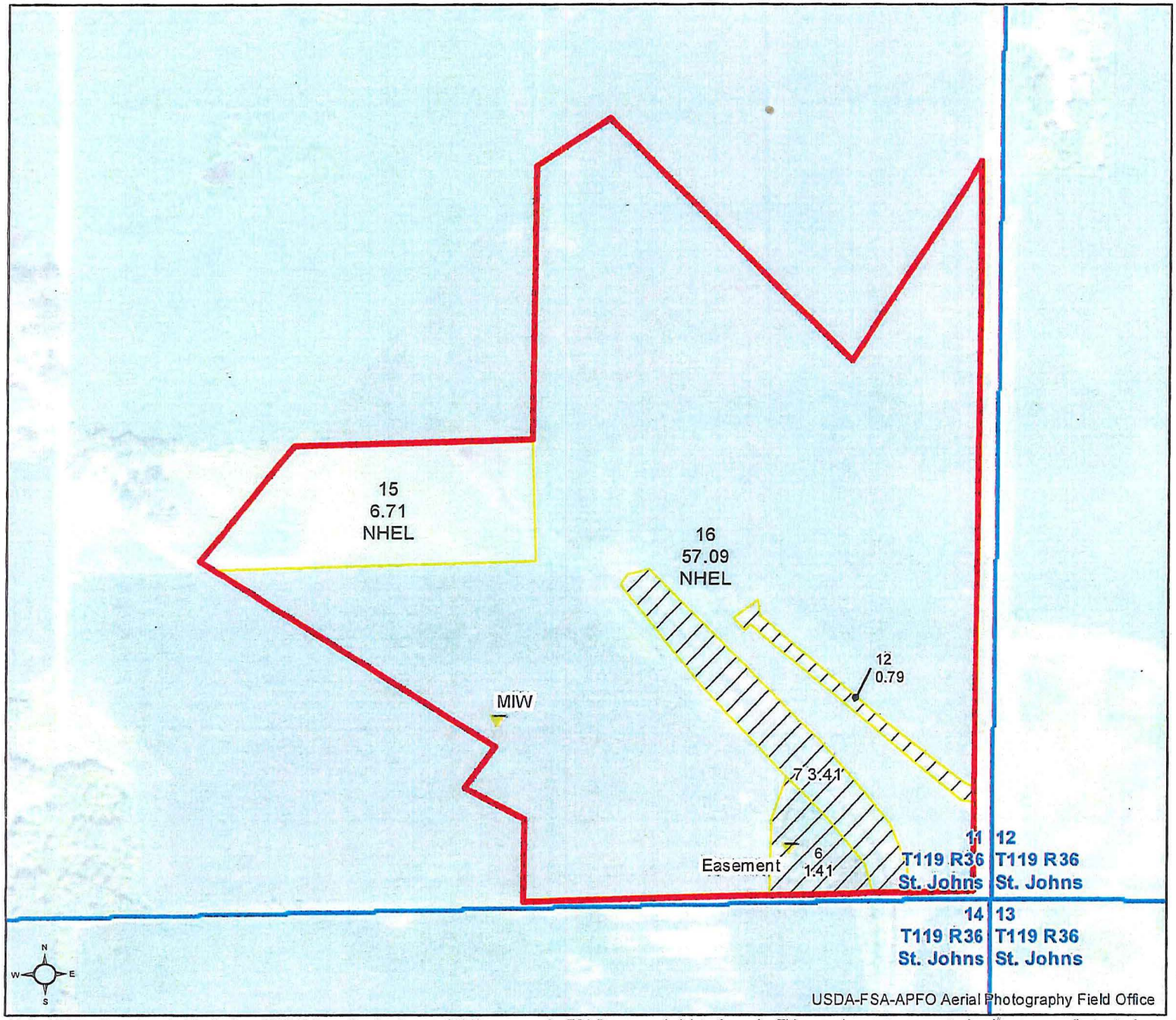
_____
MAYOR

Attest:

_____
CITY CLERK

United States Department of Agriculture

Kandiyohi County, Minnesota



Farm 7600

Tract 12521

2018 Program Year

Map Created June 26, 2018

0 175 350 700 Feet

Unless otherwise noted:
Shares are 100% operator
Crops are non-irrigated
Corn = yellow for grain
Soybeans = common soybeans for grain
Wheat = HRS, HRW = Grain
Sunflower = Oil, Non-Oil = Grain
Oats and Barley = Spring for grain
Rye = for grain
Peas = process
Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
Beans = Dry Edible
NAG = for GZ
Canola = Spring for seed

R.O.W 2

Common Land Unit

- Non_Cropland
- Cropland
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 63.80 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided d from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). This map displays the 2017 NAIP Imagery.

BOARD OF ZONING APPEALS
CITY OF WILLMAR, MN
TUESDAY, AUGUST 7, 2018

MINUTES

1. The Willmar Board of Zoning Appeals met on Tuesday, August 7, 2018 at 5:01 p.m. at the City Office Building.

   ** Members Present: Andrew Engan, Jim Rudnick, Jay Lawton, and Tom Butterfield.

   ** Members Absent: Christopher Frank.

   ** Others Present: Sarah Anderson – Planner, Jim Bach – Marcus Construction.

2. MINUTES: Minutes of the June 26th and July 9th, 2018 meetings were approved as presented.

3. 1st ST STATION PARKING SETBACK VARIANCE-FILE NO. 18-03: The public hearing opened at 5:02 p.m. Staff presented the request, on behalf of Marcus Construction, Willmar, MN (general contractor for HIS Property Group, LLC) for a front yard right-of-way parking setback variance of 3' and a side yard parking setback variance of 8' on property described as follows: The East 150 feet of the West 183 feet of the South 250 feet 10 inches of the SW ¼ of the SW ¼ of Section 14, Township 119, Range 35, EXCEPT that part which lies Westerly of a line run parallel with and distant 48 feet Easterly of the following described line: Beginning at the Southwest corner of said Section 14, Township 119, Range 35, thence run Northerly on the centerline of First Street in the City of Willmar, as platted, for a distance of 300 feet and there terminating, ALSO EXCEPT: The Southerly 33 feet thereof (1221 1st St S). The Zoning Ordinance requires a 15' setback from edge of right-of-way and a 10' setback from interior property lines. The setback variance is being requested to provide adequate parking space for the commercial use, as required by Planning Commission. No tenants have been secured at this time, so traffic requirements are not fully clear.

   No one appeared to speak for or against the request and the Public Hearing closed at 5:07 p.m.

   Staff comments were reviewed and discussed (see Attachment A). The Board discussed nearby properties with even shorter setbacks, such as El Tapatio and Burger King, and the history of granting such variances.

   Mr. Lawton made a motion, seconded by Mr. Butterfield, to approve the variance as requested.

   The motion carried.

The reasoning the Board gave for approving the request was that it was a reasonable request not affecting other property. The variances will not negatively alter the essential character of the area. The variance is consistent with the Comprehensive Plan as it will be a commercial use in the commercial corridor. The Board thought it was in harmony with the Zoning Ordinance in that it was allowing safe traffic flow on site and adequate parking space for the development onsite.

3. MISCELLANY: Staff reported that Planning Commission discussed Zoning Ordinance setback requirements along 1st Street. The Commission chose not to entertain a text amendment, and wishes for setback variances along 1st St to continue to be taken on a case-by-case basis.

4. There being no further business to come before the Board, the meeting adjourned at 5:09 p.m.

Respectfully submitted,

Sarah J. Anderson
Planner

BOARD OF ZONING APPEALS - AUGUST 7, 2018

STAFF COMMENTS

1. FIRST STREET STATION PARKING SETBACK VARIANCE - FILE NO. 18-03:
   - The applicant is Marcus Construction, Willmar, MN.
   - The applicant requests to allow a front yard right-of-way parking setback of 3' and a side yard parking setback of 8' on property described as follows: Part of the Southwest ¼ of Southwest ¼, Section 14, Township 119, Range 35 (1221 1st St S)
   - The property is zoned GB (General Business).
   - The applicant is the general contractor for HIS Property Group, LLC., Willmar, MN (property owner).
   - The variance is being requested along 1st St S and the northern lot line to increase onsite parking and provide safe customer traffic flow. The Zoning Ordinance requires 15' setbacks from right-of-way and 10' setbacks from interior lot lines.
   - Setbacks along the east lot line and along Willmar Ave do not comply with the Zoning Ordinance standards; however, they are legally non-conforming and do not require variance approval.
   - A condition of the Planning Commission's approval of the initial Plan Review was to meet setbacks for parking or obtain a variance.
   - No tenants are secured, so traffic volume/parking requirements are not known. Office and retail is the anticipated use at this time; there will be one unit with a drive through window.
   - City acquisition of right-of-way to widen 1st St and retrofitting small commercial lots have been the basis for granting variance approval for other similar sites along the 1st St Corridor (Burger King, Jimmy Johns, Lulu Beans, etc.)

   Fire Marshal Comments: There is not enough travel space on both the north and east sides of the building. Fire Code requires at least 20 feet of clear travel space. I prefer 24 feet.

   Engineering Comments: I have reviewed the site plan for First Street Station, prepared by Negen and Associates, and have the following comments.

   - Planning Commission to review the non-conforming setbacks and number of parking spaces.
   - Post development runoff should be equal to or less than pre development runoff. Drainage calculations shall be submitted.
   - Prior to any soil disturbing operations, perimeter silt fence shall be installed to prevent any sediment from leaving the site.
   - This site has 6" sanitary sewer and 1.5" water service. The redevelopment of the site will require tapping fees and will be calculated based on new fixture units.
   - All downstream storm sewer inlets or aprons shall have inlet protection in place prior to any soil disturbing operations.
   - Because of existing traffic conflicts for east bound Willmar Avenue traffic entering the site, it is recommended that the proposed new entrance on Willmar Avenue be "right in and right out" only for Willmar Avenue west bound traffic.
   - If the existing First Street entrance is being changed, it should be noted that the existing curb on First Street is doweled to the underlying 8" concrete base.

- The proposed parking lot perimeter to be curbed and storm sewer installed to control storm water

RECOMMENDATION: Review variance standards in Section 9.D.3.a.1-4 to see if there are practicable difficulties, reasonableness, uniqueness, and essential character.

Willmar Police Department

Monthly Calls for Service Statistics

Title	July 2018	July 2017
911 Hang Up	11	15
Abandoned Vehicles	131	53
Agency Assist	69	14
Alarm	28	53
Alcohol Offense	9	6
Animal	69	73
Assault	14	8
Burglary	5	11
Child Custody Dispute	8	19
Crash	62	78
Criminal Damage To Property	21	13
Disorderly	27	23
Domestic	42	30
Drugs	22	11
Family Service	50	59
Fight	7	2
Fraud	17	10
Gun Permits	13	17
Harassment	29	24
Information	5	9
K-9 Assist	6	7
Lost And Found	64	57
Mental Issues	12	3
Missing Person	12	23
Motorists Assist	16	17
Neighborhood Disturbance	44	35
Public Assist	185	195
School Related Incidents	0	0
Sex Crimes	4	5
Sudden Death/Bodies Found	1	2
Suicidal Person	8	9
Suspicious	99	77
Theft	53	52
Traffic Complaint	55	54
Traffic Stop	603	443
Trespass	6	12
Warrant Service	29	26

Current Month CFS:

1942

YTD Calls for Service:

11830

2017 Month CFS:

1665

(Some minimal CFS categories not shown)

WILLMAR FIRE DEPARTMENT

MONTHLY CALLS FOR SERVICE

Title	July 2018	July 2017
Alarm Activations	10	9
Cooking Fires / Burnt Food	3	3
Building Fires-	0	1
Medical Assist	0	1
Hazardous Materials Scare	1	0
Smoke Scares	0	2
Sprinkler Activation	1	1
Natural Gas Leak	1	2
Vehicle Crashes	6	5
Car Fire	0	1
Carbon Monoxide Alarms	1	0
Gasoline Spill	2	1
Electrical Fires / Shorts	1	1
Severe Weather Watch	1	2
Electrical pole on fire	0	1
Public Assist	1	1
Elevator Rescue	1	0

Current Month CFS: 29

2018 YTD Calls for Service: 172

2017 Calls for service thru July: 174

July 2017 Training:

July 5 – Off because of Holiday

July 12 – Business Meeting

July 19 – Hazardous Materials Training @ Dooley's

July 27 – Confined Space training @ 19th St SE Lift Station

Issued Dates: **7/1/2018 to 7/31/2018**
Report Name: **Monthly External Permits Report**
Permit Type(s): **Building**

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
WI027961	7/1/2018	Willmar Redevolpement LLC 1400 Lakeland Dr NE 125	95-980-6650 Lot 125	Mobil Home Transport Mobile Home In/Out	Move in new 16' x 72' mobile home	$0.00	$75.00
WI027962	7/1/2018	Willmar Redevolpement LLC 1400 Lakeland Dr NE 124	95-980-6640 Lot 124	Mobil Home Transport Mobile Home In/Out	Move in new 16' x 72' mobile home	$0.00	$75.00
WI027964	7/1/2018	Willmar Redevolpement LLC 1400 Lakeland Dr NE 69	95-980-6090 Lot 69	Mobil Home Transport Mobile Home In/Out	Move in new 16' x 72' mobile home	$0.00	$75.00
WI027965	7/2/2018	Willmar Redevolpement LLC 1400 Lakeland Dr NE 113	95-980-6530	Mobil Home Transport Mobile Home In/Out	Move in new 16' x 72' mobile home	$0.00	$75.00
WI028052	7/1/2018	Ind. School Dist. #347 824 7th St SW	95-090-1800 Booth`s Addition To Willmar	Alteration Churches/Schools	Hallway renovations	$178,000.00	$2,196.46
WI028086	7/2/2018	Boike/Dean W & Kimberly 1221 28th St NW	95-135-0420 Lot 22, Block 2 College View	Deck Residential Add/Alter	14 X 14 Deck	$12,000.00	$314.96
WI028096	7/1/2018	Historic 313 On Fourth, Llc 313 4th St SW Suite2	95-003-5250 Block 44 Willmar, Town Of (Original)	Fire Suppression System Commercial Add/Alter	Install UL-300 fire supression system	$3,000.00	$124.84
WI028110	7/2/2018	Bredesen/Cheryle 1124 Olaf Ave NW	95-820-0210 Block 2 Thorpe & Lien`s Addition	Reroofing Residential Add/Alter	Residential Reroof	$5,000.00	$32.50
WI028111	7/2/2018	Jorgenson/Robert & Nancy 914 3rd St SW	95-280-1050 Lot 5, Block 6 Hanson`s Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	$6,500.00	$33.25
WI028119	7/2/2018	Lien/Michael W 616 16th St SW	95-040-0440 Block 5 Barnstad`s Addition To The City Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	$2,100.00	$31.05
WI028127	7/2/2018	RAK Construction 1624 18th Ave NW	95-604-0320 Lot 13, Block 3 Oslo Meadows	New New Single-Family Dwelling	New Home and Garage	$175,337.00	$2,178.63

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
WI028131	7/2/2018	Meierhofer/Omar G 709 10th St SW	95-006-3140 Lot 12, Block 78 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	$1,532.00	$30.77
WI028132	7/1/2018	The Unitarian Society 500 5th St SW	95-006-0690 Block 62 First Addition To The Town Of Willmar	Reroofing Commercial Add/Alter	Commercial Reroof	$2,750.00	$76.13
WI028133	7/2/2018	Stocks/Melburn W & Linda H 2200 8th Ave SE	95-668-2090 Lot 9, Block 1 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	$8,000.00	$34.00
WI028145	7/2/2018	RAK Construction 1633 18th Ave NW	95-604-0480 Lot 29, Block 3 Oslo Meadows	New New Single-Family Dwelling	New Home and Garage	$175,337.00	$1,671.73
WI028148	7/2/2018	RAK Construction 1628 18th Ave NW	95-604-0310 Lot 12, Block 3 Oslo Meadows	New New Single-Family Dwelling	New Home and Garage	$175,565.00	$2,178.74
WI028151	7/2/2018	RAK Construction 1637 18th Ave NW	95-604-0490 Lot 30, Block 3 Oslo Meadows	New New Single-Family Dwelling	New Home and Garage	$175,565.00	$1,671.84
WI028154	7/3/2018	RAK Construction 1608 19th Ave NW	95-604-0170 Lot 8, Block 2 Oslo Meadows	New New Single-Family Dwelling	New Home and Garage	$175,565.00	$1,671.84
WI028157	7/2/2018	Braun/Albin D 1309 Willmar Ave SW	95-690-0040 Block 1 Ramblewood Addition	Reroofing Residential Add/Alter	Residential Reroof	$2,376.00	$31.19
WI028161	7/2/2018	Aguilar/Orestes & Maria 425 14th St SE	95-184-0380 Lot 8, Block 3 Erickson`s Third Addition	Drainage system Residential Add/Alter	Install 114' Interior Draintile & Sump Pump	$7,477.00	$140.99
WI028171	7/2/2018	Martinez Insurance Brokers Llc 201 Becker Ave SE	95-310-0140 Highland Addition To Willmar	Demolition Garage/Shed	Demo 16 X 24 Garage	$0.00	$30.00
WI028172	7/2/2018	Aly/Mohamed Soliman 605 1st St S	95-130-0160 Block 2 Carlson`s Addition To The City Of Willmar	Demolition Move/Raze	Demo Handi Stop & Action Auto Building & Canopies	$0.00	$150.00

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
WI028173	7/2/2018	Schultz/Loren O & Judy K 838 Northwood Court NW	95-555-0020 Block 1 Northwood Court	Deck Residential Add/Alter	Replace Deck Railings	$500.00	$34.90
WI028174	7/2/2018	Hatzinger/Matthew J & Regina V 719 4th St SW	95-006-3920 Block 84 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	$9,700.00	$34.85
WI028175	7/2/2018	Surerus/Jonathan D 1424 Monongalia Ave SW	95-570-1180 Block 8 Nursery Addition	Siding Residential Add/Alter	Residential Reside & Reroofing	$10,500.00	$85.25
WI028176	7/2/2018	5 Star Properties Of Willmar, 1200 1st St S	95-280-2610 Block 15 Hanson`s Addition To Willmar	Reroofing Commercial Add/Alter	Commercial Reroof	$11,981.00	$193.24
WI028177	7/2/2018	Narragon/Peggy J 1313 11th St SE	95-670-0840 Lot 4, Block 4 Pleasant View Addition	Reroofing Residential Add/Alter	Residential Reroof	$3,500.00	$31.75
WI028178	7/3/2018	Hatzinger/Matthew J & Regina V 719 4th St SW	95-006-3920 Block 84 First Addition To The Town Of Willmar	Alteration Residential Add/Alter	Reframe Dormer opening	$120.00	$34.71
WI028179	7/3/2018	Williams/Donald E & Carol 1104 Willmar Ave SE	95-672-0010 Lot 1, Block 1 Pleasant View	Deck Residential Add/Alter	Residential Deck	$5,000.00	$167.09
WI028180	7/3/2018	Helgeson Properties Llc 1709 8th Ave SE	95-843-0430 Block 5 Welshire Addition	Addition Residential Add/Alter	14 X 16 Residential Addition	$23,356.00	$568.14
WI028182	7/5/2018	Winter/Patrick & Lori Lynn 1205 Becker Ave SE	95-030-0050 Lot 5 Anderson`s Addition To The City Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	$850.00	$30.43
WI028183	7/6/2018	Reynolds/Michael & Darla 313 23rd St SE	95-668-0740 Lot 4, Block 4 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	$2,500.00	$31.25
WI028184	7/6/2018	Doesken/Gail 416 9th St SE	95-220-1350 Lot 5, Block 10 Ferring`s Addition	Reroofing Residential Add/Alter	Residential Reroof	$3,000.00	$31.50

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WI028185	7/6/2018	Pollard/Tyler 1201 19th Ave SE	95-143-0290 Lot 9, Block 2 Dana Heights	Reroofing Residential Add/Alter	Residential Reroof	$6,450.00	$33.23
WI028186	7/6/2018	Harpestad/Dohn R & Maggie 311 25th St SE	95-668-4420 Lot 2, Block 1 Pheasant Run	Deck Residential Add/Alter	Residential Deck	$1,400.00	$76.19
WI028187	7/6/2018	Crow Liv Trust/Steven B & R R 618 Business 71 N	95-911-0850	Siding Commercial Add/Alter	Commercial Reside	$8,000.00	$141.25
WI028189	7/9/2018	RAK Construction 1600 18th Ave NW	95-604-0380 Lot 19, Block 3 Oslo Meadows	New New Single-Family Dwelling	New Home and Garage	$182,585.00	$1,719.10
WI028191	7/10/2018	Kwik Trip, Inc 204 Litchfield Ave SW	95-003-2940 Block 28 Willmar, Town Of (Original)	Demolition Move/Raze	Remove Commercial Building	$0.00	$150.00
WI028192	7/10/2018	Braun/John & Leontine 1463 Grace Ave SW	95-080-0070 Lot 7, Block 1 Bon-Van Acres	Reroofing Residential Add/Alter	Residential Reroof	$3,150.00	$31.58
WI028193	7/10/2018	Eischens/Mary J 216 High Ave NE	95-730-1030 Lot 3, Block 7 Sperry`s Addition	Siding Residential Add/Alter	Residential Reside	$14,000.00	$57.00
WI028194	7/10/2018	Correa/Mauricio A Urrutia/ & 1617 Hansen Drive SW	95-864-0080 Lot 8, Block 1 West Park 5th Addition	Reroofing Residential Add/Alter	Residential Reroof - 1/2 House	$3,940.00	$31.97
WI028200	7/10/2018	RAK Construction 1601 18th Ave NW	95-604-0390 Lot 20, Block 3 Oslo Meadows	New New Single-Family Dwelling	New Home and Garage	$182,585.00	$1,719.10
WI028202	7/18/2018	Broadwell/Todd G & Lyla T 3600 Eagle Ridge Dr E	95-148-0430 Block 3 Eagles Landing	Reroofing Residential Add/Alter	Residential Reroof	$12,000.00	$36.00
WI028203	7/10/2018	Strand/Darin D & Brianna L 3508 Eagle Ridge Dr E	95-148-0440 Lot 2, Block 3 Eagles Landing	Reroofing Residential Add/Alter	Residential Reroof	$8,500.00	$34.25
WI028204	7/10/2018	Reznecheck/Chris R & Jeanne M 2413 21st Ave SW	95-715-0010 Block 1 Southgate Addition	Reroofing Residential Add/Alter	Residential Reroof	$6,500.00	$33.25

City of Willmar
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WI028207	7/11/2018	Evangelical Free Church 1305 19th Ave SW	95-922-7610	Alteration Commercial Add/Alter	Reroof, Reside and Repairs to portion of Church	$30,885.00	$681.63
WI028208	7/11/2018	Kray Family Trust 1108 Becker Ave SE	95-500-0090 Marlow`s Addition	Reroofing Residential Add/Alter	Residential Reroof	$11,000.00	$35.50
WI028212	7/12/2018	Minter/Roy A & Mary 1207 Quincy Ave SW	95-690-1070 Block 6 Ramblewood Addition	Reroofing Residential Add/Alter	Residential Reroof	$3,000.00	$31.50
WI028216	7/12/2018	Kuehl/Donald 2706 10th St SW	95-687-0070 Lot 7, Block 1 Prairie View West	Reroofing Residential Add/Alter	Residential Reroof	$9,500.00	$34.75
WI028217	7/16/2018	Hamann Trust/Darold 2301 Hwy 12 W	95-916-2895	Alteration Commercial Add/Alter	Antenna upgrades to existing tower	$15,000.00	$503.34
WI028218	7/16/2018	Gramm/Michael & Keri 1408 Ella Ave NW	95-820-1430 Block 7 Thorpe & Lien`s Addition	Reroofing Residential Add/Alter	Residential Reroof	$10,000.00	$35.00
WI028219	7/16/2018	Pregler/Glenn D & Velma J 361 14th St SE	95-400-0010 Lot 1, Block 1 Jacobson Addition	Reroofing Residential Add/Alter	Residential Reroof	$2,000.00	$31.00
WI028221	7/17/2018	Werder/Ronald & Beverly 2708 10th St SW	95-687-0080 Lot 8, Block 1 Prairie View West	Reroofing Residential Add/Alter	Residential Reroof	$9,500.00	$34.75
WI028222	7/17/2018	Braceguy Properties, Llc 328 3rd St SW	95-003-5200 Block 44 Willmar, Town Of (Original)	Alteration Commercial Add/Alter	Masonry door replacement	$1,200.00	$67.01
WI028223	7/17/2018	Isle/Scott R & Dawn M 400 26th Ave SW	95-683-0680 Lot 18, Block 5 Portland Acres 3rd Addition	Reroofing Residential Add/Alter	Residential Reroof	$7,355.00	$33.68
WI028225	7/17/2018	Bethesda 901 Willmar Ave SE	95-055-1000 Lot 1, Block 1 Bethesda Nursing Home Add	Alteration Commercial Add/Alter	4500sf remodel/ 350sf addition - Project B	$1,056,563.00	$9,057.13
WI028235	7/19/2018	Divine House Properties Llp 2212 22nd St SW	95-715-1950 Lot 5, Block 7 Southgate Addition	Reroofing Residential Add/Alter	Residential Reroof	$6,000.00	$33.00

City of Willmar
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WI028240	7/23/2018	Ziehl/Rodney & Amy 501 Trott Ave SE	95-220-1960 Block 13 Ferring`s Addition	Reroofing Residential Add/Alter	Residential Reroof	$400.00	$30.20
WI028242	7/23/2018	Lopez/Lupe & Isabel 401 30th St F-12 NW	95-980-0890	Reroofing Residential Add/Alter	Residential Reroof	$1,200.00	$30.60
WI028244	7/23/2018	Bartel/Elloyd A & Janice 1109 23rd St SE	95-786-0170 Lot 8, Block 3 Sunrise Estates	Reroofing Residential Add/Alter	Residential Reroof	$8,500.00	$34.25
WI028245	7/23/2018	Budach/Laverne W & Elaine R 1113 23rd St SE	95-786-0160 Lot 7, Block 3 Sunrise Estates	Reroofing Residential Add/Alter	Residential Reroof	$8,500.00	$34.25
WI028246	7/23/2018	Mclaughlin/Timothy A & Karen 1213 28th St NW	95-135-0440 Lot 24, Block 2 College View	Deck Residential Add/Alter	Residential Deck	$3,316.00	$145.62
WI028247	7/23/2018	Runnings 3031 1st St S	95-085-0020 Lot 2, Block 1 Book Addition	Reroofing Commercial Add/Alter	Commercial Reroof	$222,845.00	$1,613.67
WI028252	7/24/2018	Bsy Properties Willmar, Llc 3001 1st Ave NW	95-616-0600 Park View Estates	Alteration Commercial Add/Alter	Exterior Remodel & Stucco	$27,500.00	$390.50
WI028255	7/24/2018	Heritage Bank, Na 310 1st St S	95-305-0010 Heritage Plaza Puc #23	Alteration Commercial Add/Alter	Exterior Remodel	$106,570.00	$1,575.00
WI028256	7/25/2018	Rc Investments, Llc 1213 Becker Ave SE	95-030-0040 Anderson`s Addition To The City Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	$1,956.00	$30.98
WI028257	7/25/2018	Fraga/Pedro L & Edith S 1318 Lake Ave NW	95-009-0400 Block 127 Second Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	$1,978.00	$30.99
WI028258	7/25/2018	Frank/Cletus & Deborah 401 5th St SW	95-003-6260 Block 50 Willmar, Town Of (Original)	Reroofing Commercial Add/Alter	Commercial Reroof	$37,504.00	$485.50

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WI028259	7/25/2018	Vanden Einde/Marlys 905 4th St SE	95-250-1580 Lot 18, Block 7 Glarum`s Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	$1,000.00	$30.50
WI028263	7/25/2018	Cambridge Apartments, Inc 1425 19th Ave SW	95-922-7605	Reroofing Commercial Add/Alter	Commercial Reroof	$53,000.00	$620.00
WI028264	7/26/2018	Vanden Einde/Marlys 905 4th St SE	95-250-1580 Lot 18, Block 7 Glarum`s Addition To Willmar	Siding Residential Add/Alter	Residential Reside	$1,800.00	$50.90
WI028266	7/26/2018	Joffer/Ronald G/& Jessica 1011 5th St SW	95-280-0510 Lot 11, Block 3 Hanson`s Addition To Willmar	Demolition Garage/Shed		$0.00	$30.00
WI028270	7/26/2018	Mcneil/Austin H 304 33rd St NW	95-833-1170 Lot 7, Block 7 Valley Brook Estates	Reroofing Residential Add/Alter	Residential Reroof	$1,500.00	$30.75
WI028271	7/26/2018	Giese/Robert & Pamela 1304 7th St SW	95-780-0900 Block 4 Sunnyside	Reroofing Residential Add/Alter	Residential Reroof	$3,300.00	$31.65
WI028281	7/30/2018	Helgeson Properties Llc 1709 8th Ave SE	95-843-0430 Block 5 Welshire Addition	Deck Residential Add/Alter	Residential Deck	$3,000.00	$124.84

Count: 75 **Totals: $3,252,093.00 $34,103.44**

Year-to-Date Summary (1/1/2018 through 7/31/2018)

Count: 258 **YTD Totals: $16,085,704.00 $179,485.13**

VENDOR NAME AND NUMBER / CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
AFFORDABLE PUMPING SERVI 002404												
53310 08/15/18	SEPTIC PUMPING	380.00		40458			D	N			CLEANING AND WAS	230.43430.0338
AMERICAN WELDING & GAS I 000057												
53311 08/15/18	WELDING GAS	65.33		05725275			D	N			GENERAL SUPPLIES	101.43425.0229
AMERIPRIDE LINEN & APPAR 000051												
53312 08/15/18	TOWEL SERVICE	30.00		2201066072			D	N			CLEANING AND WAS	101.43425.0338
53312 08/15/18	UNIFORM RENTAL	6.88		2201066074			D	N			RENTS	101.42412.0440
53312 08/15/18	TOWEL SERVICE	39.00		2201069305			D	N			CLEANING AND WAS	101.43425.0338
53312 08/15/18	UNIFORM RENTAL	6.88		2201069306			D	N			RENTS	101.42412.0440
53312 08/15/18	TOWEL SERVICE	78.88		2800910685			D	N			CLEANING AND WAS	101.43425.0338
53312 08/15/18	UNIFORM RENTAL	6.88		2800910686			D	N			RENTS	101.42412.0440
53312 08/15/18	TOWEL SERVICE	90.15		2800913075			D	N			CLEANING AND WAS	101.43425.0338
53312 08/15/18	UNIFORM RENTAL	6.88		2800913076			D	N			RENTS	101.42412.0440
53312 08/15/18	TOWEL SERVICE	78.88		2800915656			D	N			CLEANING AND WAS	101.43425.0338
53312 08/15/18	UNIFORM RENTAL	6.88		2800915659			D	N			RENTS	101.42412.0440
		351.31	*CHECK TOTAL									
	VENDOR TOTAL	351.31										
ANDERSON LAW OFFICES 002954												
53313 08/15/18	LEGAL SERVICES-JUL	11,111.16		1669			D	M	07		PROFESSIONAL SER	101.41406.0446
APSA HEADQUARTERS 003400												
53314 08/15/18	STONE-2019 MBRSHP DUES	30.00		48289			D	N			PREPAID EXPENSES	101.128000
53314 08/15/18	STONE-2018 MBRSHP DUES	15.00		48289			D	N			SUBSCRIPTIONS AN	101.42412.0443
		45.00	*CHECK TOTAL									
	VENDOR TOTAL	45.00										
BATTERY WHOLESALE INC 002860												
53315 08/15/18	BATTERIES	441.89		94626WIL			D	N			INVENTORIES-MDSE	101.125000
53315 08/15/18	CORE RETURN	20.00CR		94627WIL			D	N			INVENTORIES-MDSE	101.125000
53315 08/15/18	BATTERIES	38.24		95566WIL			D	N			GENERAL SUPPLIES	651.48484.0229
53315 08/15/18	BATTERIES	16.00		95639WIL			D	N			GENERAL SUPPLIES	101.42411.0229
		476.13	*CHECK TOTAL									
	VENDOR TOTAL	476.13										
BENNETT OFFICE TECHNOLOG 000099												
53316 08/15/18	TONER FOR PRINTER	79.95		278869			D	N			OFFICE SUPPLIES	101.42411.0220
BERNICK'S PEPSI-COLA CO 000103												
53317 08/15/18	CONCESSION SUPPLIES	39.84		23347			D	N			GENERAL SUPPLIES	101.45437.0229
53317 08/15/18	CONCESSION SUPPLIES	149.43		23394			D	N			GENERAL SUPPLIES	101.45437.0229
53317 08/15/18	CONCESSION SUPPLIES	230.98		23402			D	N			GENERAL SUPPLIES	101.45437.0229
53317 08/15/18	OFFICE COFFEE	129.78		23422			D	N			GENERAL SUPPLIES	101.43425.0229
53317 08/15/18	CONCESSION SUPPLIES	527.30		32643			D	N			GENERAL SUPPLIES	101.45437.0229
53317 08/15/18	CONCESSION SUPPLIES	123.00		4762			D	N			GENERAL SUPPLIES	101.45437.0229
53317 08/15/18	CONCESSION SUPPLIES	60.00		7769			D	N			GENERAL SUPPLIES	101.45437.0229

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
BERNICK'S PEPSI-COLA CO 000103													
53317	08/15/18	CONCESSION SUPPLIES	306.00		8431		D	N				GENERAL SUPPLIES	101.45437.0229
53317	08/15/18	CONCESSION SUPPLIES	113.16		9508		D	N				GENERAL SUPPLIES	101.45437.0229
			1,679.49	*CHECK TOTAL									
		VENDOR TOTAL	1,679.49										
BOLTON & MENK INC 001010													
53318	08/15/18	KOOSMAN POND ESTIMATES	1,025.00		0218839		D	N				PROFESSIONAL SER	101.43417.0446
53318	08/15/18	9TH ST/PARK AVE NW IM	10,428.50		0218870		D	N				PROFESSIONAL SER	418.48451.0446
53318	08/15/18	19TH ST RECONSTRUCTION	5,142.50		0218871		D	N				PROFESSIONAL SER	418.48451.0446
53318	08/15/18	REIMBURSABLE EXPENSE	775.00		0218871		D	N				PROFESSIONAL SER	418.48451.0446
53318	08/15/18	WESTERN INT. STORM SW	13,429.00		0218874		D	N				PROFESSIONAL SER	418.48452.0446
53318	08/15/18	LAKELAND DR OVERLAY	2,025.00		0220242		D	N				PROFESSIONAL SER	497.48452.0446
53318	08/15/18	STREET RECONSTRUCTION	2,582.50		0220262		D	N				PROFESSIONAL SER	497.48451.0446
			35,407.50	*CHECK TOTAL									
		VENDOR TOTAL	35,407.50										
BSE 001980													
53319	08/15/18	NUTS/BOLTS/PLASTIC TAPE	28.41		915805632		D	M	07			MTCE. OF EQUIPME	101.45433.0224
C D & T INC AUTO PARTS 000145													
53320	08/15/18	WASHERS FOR COMPRESSORS	5.10		25510-1		D	N				MTCE. OF EQUIPME	101.45433.0224
CARD SERVICES 002552													
53321	08/15/18	07/02 CNCL MTG-MEALS	77.13		070215		D	N				SUBSISTENCE OF P	101.41401.0227
53321	08/15/18	BIRTHDAY PARTY SUPPLIES	19.98		071409		D	N				GENERAL SUPPLIES	101.45437.0229
53321	08/15/18	07/16 CNCL MTG-MEALS	99.78		071614		D	N				SUBSISTENCE OF P	101.41401.0227
53321	08/15/18	BIRTHDAY PARTY SUPPLIES	42.93		072111		D	N				GENERAL SUPPLIES	101.45437.0229
53321	08/15/18	DONUTS-CABLE COMM. MTG	8.98		072516		D	N				GENERAL SUPPLIES	101.41400.0229
53321	08/15/18	BIRTHDAY PARTY SUPPLIES	9.99		073013		D	N				GENERAL SUPPLIES	101.45437.0229
			258.79	*CHECK TOTAL									
		VENDOR TOTAL	258.79										
CARDMEMBER SERVICE 002365													
53306	08/07/18	2018 SURV. MONKEY MBRSHP	192.00		STMT/7-18		D	N				SUBSCRIPTIONS AN	101.41400.0443
53306	08/07/18	2019 SURV. MONKEY MBRSHP	192.00		STMT/7-18		D	N				SUBSCRIPTIONS AN	101.41400.0443
53306	08/07/18	BLDG OFFICIAL CERTIF.	30.00		STMT/7-18		D	N				LICENSES AND TAX	101.41402.0445
53306	08/07/18	PHONE CABLES	31.96		STMT/7-18		D	N				SMALL TOOLS	101.41409.0221
53306	08/07/18	REPLACEMENT HARD DRIVES	162.00		STMT/7-18		D	N				SMALL TOOLS	101.41409.0221
53306	08/07/18	CELL PHONE CASE	19.43		STMT/7-18		D	N				SMALL TOOLS	101.41409.0221
53306	08/07/18	DELL 23" LED MONITOR	174.99		STMT/7-18		D	N				SMALL TOOLS	101.41409.0221
53306	08/07/18	MOUSE/MOUSE PAD	39.24		STMT/7-18		D	N				SMALL TOOLS	101.41409.0221
53306	08/07/18	MOUSE PAD	6.99		STMT/7-18		D	N				SMALL TOOLS	101.41409.0221
53306	08/07/18	PLATFORM STAND-UP DESK	349.99		STMT/7-18		D	N				SMALL TOOLS	101.41409.0221
53306	08/07/18	DVR/DVD RECORDER	402.53		STMT/7-18		D	N				SMALL TOOLS	101.41409.0221
53306	08/07/18	CELL PHONE CASE	11.99		STMT/7-18		D	N				SMALL TOOLS	101.41409.0221
53306	08/07/18	MONITOR STAND	29.99		STMT/7-18		D	N				SMALL TOOLS	101.41409.0221
53306	08/07/18	VOICE RECORDERS	132.98		STMT/7-18		D	N				SMALL TOOLS	101.41409.0221
53306	08/07/18	APPLE IPAD MINI	204.64		STMT/7-18		D	N				SMALL TOOLS	101.41409.0221
53306	08/07/18	COMFORT FLOOR MAT	79.99		STMT/7-18		D	N				GENERAL SUPPLIES	101.41409.0229

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARDMEMBER SERVICE 002365													
53306	08/07/18	OFF SITE BACKUP	34.99		STMT/7-18			D	N			SUBSCRIPTIONS AN	101.41409.0443
53306	08/07/18	WEBSITE HOSTING FEE	2.48		STMT/7-18			D	N			SUBSCRIPTIONS AN	101.41409.0443
53306	08/07/18	CROW BARS/PLIERS/TARPS	224.36		STMT/7-18			D	N			SMALL TOOLS	101.42411.0221
53306	08/07/18	BATTERY CHARGING HUB	90.00		STMT/7-18			D	N			SMALL TOOLS	101.42411.0221
53306	08/07/18	CELL PHONE CASES	35.58		STMT/7-18			D	N			SMALL TOOLS	101.42411.0221
53306	08/07/18	STRAIGHT TRIGGER GUARD	27.95		STMT/7-18			D	N			MTCE. OF EQUIPME	101.42411.0224
53306	08/07/18	SCOPE & RIFLE ADAPTERS	29.98		STMT/7-18			D	N			MTCE. OF EQUIPME	101.42411.0224
53306	08/07/18	PISTOLGRIP QUICK RELEASE	125.56		STMT/7-18			D	N			MTCE. OF EQUIPME	101.42411.0224
53306	08/07/18	DOG WASTE BAGS	72.00		STMT/7-18			D	N			GENERAL SUPPLIES	101.42411.0229
53306	08/07/18	FIRST AID SUPPLIES	300.85		STMT/7-18			D	N			GENERAL SUPPLIES	101.42411.0229
53306	08/07/18	FLAGGING TAPE	175.61		STMT/7-18			D	N			GENERAL SUPPLIES	101.42411.0229
53306	08/07/18	IPAD SUN HOOD/CABLES	446.98		STMT/7-18			D	N			GENERAL SUPPLIES	101.42411.0229
53306	08/07/18	REMOVE SALES TAX-IPADS	45.58	CR	STMT/7-18			D	N			SMALL TOOLS	101.42412.0221
53306	08/07/18	IPAD SHOCK PROOF CASES	42.97		STMT/7-18			D	N			SMALL TOOLS	101.42412.0221
53306	08/07/18	LAPTOP CASE	20.10		STMT/7-18			D	N			SMALL TOOLS	101.42412.0221
53306	08/07/18	FOG MACHINE CLEANER	146.74		STMT/7-18			D	N			GENERAL SUPPLIES	101.42412.0229
53306	08/07/18	PRIZES FOR CCS AUCTION	11.82		STMT/7-18			D	N			AWARDS AND INDEM	101.42412.0442
53306	08/07/18	SEAN-AELSLAGID CERTIF.	122.50		STMT/7-18			D	N			LICENSES AND TAX	101.43417.0445
53306	08/07/18	DEFIB. BATTERY/PADS	236.00		STMT/7-18			D	N			GENERAL SUPPLIES	101.43425.0229
53306	08/07/18	DVD'S	27.37		STMT/7-18			D	N			GENERAL SUPPLIES	101.45001.0229
53306	08/07/18	BROADCASTER SUBSCRIP.	52.61		STMT/7-18			D	N			SUBSCRIPTIONS AN	101.45001.0443
53306	08/07/18	20 CHAISE LOUNGE CHAIR	1,702.79		STMT/7-18			D	N			SMALL TOOLS	101.45437.0221
			5,944.38	*CHECK TOTAL									
		VENDOR TOTAL	5,944.38										
CARRANZA/NORMA I 002542													
53322	08/15/18	INTERPRETED 07/25/18	150.00		072518			D	M	07		PROFESSIONAL SER	101.42411.0446
CENTERPOINT ENERGY 000467													
53323	08/15/18	NATURAL GAS-JUL	72.74		6048932/7-18			D	N			UTILITIES	651.48484.0332
53323	08/15/18	NATURAL GAS-JUL	1,097.44		6072309/7-18			D	N			UTILITIES	101.45437.0332
			1,170.18	*CHECK TOTAL									
		VENDOR TOTAL	1,170.18										
CENTRAL COUNTIES COOPERA 001259													
53324	08/15/18	WEED KILLER	251.80		3195			D	N			GENERAL SUPPLIES	101.43425.0229
53324	08/15/18	WEED KILLER	251.80		3290			D	N			GENERAL SUPPLIES	101.43425.0229
53324	08/15/18	WEED KILLER	251.80		3499			D	N			GENERAL SUPPLIES	101.43425.0229
			755.40	*CHECK TOTAL									
		VENDOR TOTAL	755.40										
CHAMBERLAIN OIL CO 000154													
53325	08/15/18	MINERAL OIL FOR GBT'S	825.20		189531			D	N			GENERAL SUPPLIES	651.48486.0229
CHARTER COMMUNICATIONS 000736													
53326	08/15/18	PHONE SERV-AUG	272.81		0309560080618			D	N			COMMUNICATIONS	208.45005.0330

VENDOR NAME AND NUMBER / CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CLARKE MOSQUITO CONTROL 002157												
53327 08/15/18	MOSQUITO CNTL CHEMICAL	4,120.65		5083262			D	N			GENERAL SUPPLIES	101.43425.0229
COALITION OF GREATER MN 001335												
53328 08/15/18	NELSEN-CONFERENCE REGIS.	260.00		080118			D	N			TRAVEL-CONF.-SCH	101.41401.0333
53328 08/15/18	OKINS-CONFERENCE REGIS.	260.00		080118			D	N			TRAVEL-CONF.-SCH	101.41405.0333
		520.00	*CHECK TOTAL									
	VENDOR TOTAL	520.00										
COLEPAPERS INC 000170												
53329 08/15/18	TOILET TISSUE/HAND SOAP	142.00		9451911			D	N			GENERAL SUPPLIES	101.45435.0229
CONDUENT BUSINESS SERVIC 000131												
53330 08/15/18	AS400 HOSTING-AUG	2,351.56		1477381			D	N			SUBSCRIPTIONS AN	101.41409.0443
CORTEZ/ERICA .02831												
53331 08/15/18	REFUND SHELTER DEPOSIT	50.00		080318			D	N			DEPOSITS	101.230000
CREEKSIDE SOILS 003350												
53332 08/15/18	COMPOST SITE CLEANUP	6,375.00		71790			D	N			CLEANING AND WAS	101.43425.0338
CROW CHEMICAL & LIGHTING 000186												
53333 08/15/18	CLEANING SUPPLIES	114.40		11994			D	N			CLEANING AND WAS	651.48484.0228
53333 08/15/18	PAPER TOWELS	90.73		11994			D	N			GENERAL SUPPLIES	651.48484.0229
53333 08/15/18	TRUCK WASH	43.40		12079			D	N			GENERAL SUPPLIES	651.48484.0229
53333 08/15/18	PAPER TOWELS	86.95		12103			D	N			GENERAL SUPPLIES	651.48484.0229
		335.48	*CHECK TOTAL									
	VENDOR TOTAL	335.48										
DAHMS/KATHY .02832												
53334 08/15/18	REFUND SHELTER DEPOSIT	50.00		080918			D	N			DEPOSITS	101.230000
DAN'S SHOP INC 002212												
53335 08/15/18	FILTERS	24.85		86752			D	N			INVENTORIES-MDSE	101.125000
53335 08/15/18	FILTERS	75.46		87012			D	N			INVENTORIES-MDSE	101.125000
		100.31	*CHECK TOTAL									
	VENDOR TOTAL	100.31										
DEPT OF HUMAN SERVICES 000009												
53336 08/15/18	CLEANING SERVICES-JUN	120.00		00000490363			D	N			CLEANING AND WAS	101.45435.0338
DOOLEY'S PETROLEUM INC 000212												
53337 08/15/18	CORRECTION-INCL GAS TAX	534.00		23572A			D	N			MOTOR FUELS AND	651.48484.0222
53337 08/15/18	CREDITED INV. 23572	473.12CR		23572R			D	N			MOTOR FUELS AND	651.48484.0222
53337 08/15/18	CORRECTION-INCL GAS TAX	493.91		23741A			D	N			MOTOR FUELS AND	651.48484.0222
53337 08/15/18	CREDITED INV. 23741	458.82CR		23741R			D	N			MOTOR FUELS AND	651.48484.0222
53337 08/15/18	208.7 GALLONS UNLEADED	588.54		24996			D	N			MOTOR FUELS AND	651.48484.0222
53337 08/15/18	2,999 GALLONS DIESEL	6,895.89		304977			D	N			INVENTORIES-MDSE	101.125000
53337 08/15/18	5,001 GALLONS UNLEADE	12,750.53		304977			D	N			INVENTORIES-MDSE	101.125000
		20,330.93	*CHECK TOTAL									

VENDOR NAME AND NUMBER / CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
DOOLEY'S PETROLEUM INC 000212												
VENDOR TOTAL		20,330.93										
DUININCK CONCRETE CONST 003245												
53338 08/15/18	RE-CRETE CURB REPAIR	137.88		1808-619753		D	N				MTCE. OF OTHER I	101.43425.0226
DUININCK INC 000222												
53339 08/15/18	MILLER PARK TENNIS C	191,373.55		EST. 1		D	N				MTCE. OF OTHER I	450.45439.0336
53339 08/15/18	PARKING LOT BIT. OVER	38,780.00		110803		D	N				OTHER IMPROVEMEN	651.48484.0554
53339 08/15/18	17TH ST/ELLA AVE OVE	130,389.80		1803-B/EST. 1		D	N				MTCE. OF OTHER I	418.48451.0336
53339 08/15/18	MIX FOR STREET PATCHIN	1,489.05		532111		D	N				MTCE. OF OTHER I	101.43425.0226
53339 08/15/18	GRAVEL	1,554.66		532162		D	N				MTCE. OF OTHER I	101.43425.0226
53339 08/15/18	MIX FOR STREET PATCHIN	1,947.35		532402		D	N				MTCE. OF OTHER I	101.43425.0226
		365,534.41	*CHECK TOTAL									
VENDOR TOTAL		365,534.41										
DVS RENEWAL 003336												
53307 08/07/18	#149279-LICENSE TABS	11.00		080118		D	N				LICENSES AND TAX	101.42411.0445
53307 08/07/18	#090639-LICENSE TABS	11.00		080118		D	N				LICENSES AND TAX	101.42411.0445
53307 08/07/18	#173236-LICENSE TABS	11.00		080118		D	N				LICENSES AND TAX	101.42411.0445
		33.00	*CHECK TOTAL									
VENDOR TOTAL		33.00										
ED'S SERVICE CENTER & SA 000231												
53340 08/15/18	TOWING CHARGES-JUL	3,465.00		STMT/7-18		D	N				OTHER SERVICES	101.42411.0339
EMBLEM AUTHORITY/THE .00886												
53341 08/15/18	OFFICER PATCHES	1,430.00		27345		D	N				SUBSISTENCE OF P	101.42411.0227
EMERGENCY RESPONSE SOLUT 003048												
53342 08/15/18	SCBA FLOW TEST	3,568.00		11455		D	N				PROFESSIONAL SER	101.42412.0446
ERBERTS AND GERBERTS 003000												
53343 08/15/18	EXEC. COMMITTEE LUNCHES	11.97		071018387		D	N				TRAVEL-CONF.-SCH	101.41403.0333
53343 08/15/18	EXEC. COMMITTEE LUNCHES	47.88		071018387		D	N				TRAVEL-CONF.-SCH	208.45005.0333
		59.85	*CHECK TOTAL									
VENDOR TOTAL		59.85										
ETTERMAN ENTERPRISES 001567												
53344 08/15/18	FLASHLIGHT BATTERIES	51.66		272272		D	M	07			GENERAL SUPPLIES	651.48484.0229
53344 08/15/18	BOLTS	27.48		272654		D	M	07			MTCE. OF STRUCTU	651.48486.0225
		79.14	*CHECK TOTAL									
VENDOR TOTAL		79.14										
FASTENAL COMPANY 001188												
53345 08/15/18	ZIP TIES	2.82		MNWIL170881		D	N				GENERAL SUPPLIES	101.43425.0229
FEDERAL PROCESSING REGIS 003415												
53346 08/15/18	2019 SAM RENEWAL FEE	239.76		12464		D	N				PREPAID EXPENSES	101.128000
53346 08/15/18	2020 SAM RENEWAL FEE	239.76		12464		D	N				PREPAID EXPENSES	101.128000

VENDOR NAME AND NUMBER / CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
FEDERAL PROCESSING REGIS 003415												
53346 08/15/18	2021 SAM RENEWAL FEE	239.76		12464			D	N			PREPAID EXPENSES	101.128000
53346 08/15/18	2022 SAM RENEWAL FEE	239.76		12464			D	N			PREPAID EXPENSES	101.128000
53346 08/15/18	2023 SAM RENEWAL FEE	140.04		12464			D	N			PREPAID EXPENSES	101.128000
53346 08/15/18	2018 SAM RENEWAL FEE	99.92		12464			D	N			SUBSCRIPTIONS AN	101.41428.0443
		1,199.00	*CHECK TOTAL									
	VENDOR TOTAL	1,199.00										
FIRST COVENANT CHURCH 002537												
53347 08/15/18	REFUND SHELTER DEPOSIT	50.00		080318			D	N			DEPOSITS	101.230000
FISCHER LASER EYE CENTER 000244												
53348 08/15/18	MARCUS-SAFETY GLASSES	243.38		10976			D	N			SUBSISTENCE OF P	651.48484.0227
FLAGSHIP RECREATION 003307												
53349 08/15/18	PLAYGROUND EQUIPMENT	1,405.11		F7673			D	N			OTHER IMPROVEMEN	450.45439.0554
FLAHERTY & HOOD P.A. 001449												
53350 08/15/18	LEGAL SERVICES-JUL	9,203.46		11757			D	M	07		PROFESSIONAL SER	101.41406.0446
53350 08/15/18	LABOR/EMPLOYMENT CONSU	1,352.71		11800			D	M	07		PROFESSIONAL SER	101.41406.0446
		10,556.17	*CHECK TOTAL									
	VENDOR TOTAL	10,556.17										
FLEXIBLE PIPE TOOL CO 000273												
53351 08/15/18	DEBRIS RETRIEVING TOOL	329.00		22737			D	N			SMALL TOOLS	651.48485.0221
FORUM COMMUNICATIONS COM 002269												
53352 08/15/18	HRNG-PROPOSED ORDINANCE	84.50		C-03012243			D	N			PRINTING AND PUB	101.41401.0331
53352 08/15/18	HRNG-ZONING AMENDMENT	81.25		C-03012298			D	N			PRINTING AND PUB	101.41402.0331
53352 08/15/18	HRNG-ZONING AMENDMENT	126.75		C-03012409			D	N			PRINTING AND PUB	101.41402.0331
53352 08/15/18	ORD.-ESTABLISH REC DEPT	61.75		C-03012410			D	N			PRINTING AND PUB	101.41401.0331
53352 08/15/18	ORD.-SURPLUS PROPERTY	162.50		C-03012411			D	N			PRINTING AND PUB	101.41401.0331
53352 08/15/18	55 AND BEYOND AD	127.00		36787/7-18			D	N			ADVERTISING	101.45435.0447
		643.75	*CHECK TOTAL									
	VENDOR TOTAL	643.75										
GALLS 000288												
53353 08/15/18	EAR PHONE	49.00		010356437			D	N			SMALL TOOLS	101.42411.0221
GENERAL MAILING SERVICES 000293												
53354 08/15/18	POSTAGE 07/16-07/20/18	4.76		47416			D	N			POSTAGE	101.41400.0223
53354 08/15/18	POSTAGE 07/16-07/20/18	0.62		47416			D	N			POSTAGE	101.41401.0223
53354 08/15/18	POSTAGE 07/16-07/20/18	36.40		47416			D	N			POSTAGE	101.41402.0223
53354 08/15/18	POSTAGE 07/16-07/20/18	9.88		47416			D	N			POSTAGE	101.41403.0223
53354 08/15/18	POSTAGE 07/16-07/20/18	82.08		47416			D	N			POSTAGE	101.41405.0223
53354 08/15/18	POSTAGE 07/16-07/20/18	15.00		47416			D	N			POSTAGE	101.41408.0223
53354 08/15/18	POSTAGE 07/16-07/20/18	2.87		47416			D	N			POSTAGE	101.41424.0223
53354 08/15/18	POSTAGE 07/16-07/20/18	0.60		47416			D	N			POSTAGE	101.42411.0223
53354 08/15/18	POSTAGE 07/16-07/20/18	13.20		47416			D	N			POSTAGE	101.42412.0223
53354 08/15/18	POSTAGE 07/16-07/20/18	0.60		47416			D	N			POSTAGE	101.43417.0223

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
GENERAL MAILING SERVICES 000293													
53354	08/15/18	POSTAGE 07/16-07/20/18	32.60		47416		D	N				POSTAGE	101.43425.0223
53354	08/15/18	POSTAGE 07/16-07/20/18	1.20		47416		D	N				POSTAGE	101.45001.0223
53354	08/15/18	POSTAGE 07/16-07/20/18	1.99		47416		D	N				POSTAGE	101.45432.0223
53354	08/15/18	POSTAGE 07/16-07/20/18	0.60		47416		D	N				POSTAGE	101.45433.0223
53354	08/15/18	POSTATE 07/23-07/27/18	2.43		47459		D	N				POSTAGE	101.41400.0223
53354	08/15/18	POSTATE 07/23-07/27/18	1.20		47459		D	N				POSTAGE	101.41401.0223
53354	08/15/18	POSTATE 07/23-07/27/18	27.60		47459		D	N				POSTAGE	101.41402.0223
53354	08/15/18	POSTATE 07/23-07/27/18	5.61		47459		D	N				POSTAGE	101.41403.0223
53354	08/15/18	POSTATE 07/23-07/27/18	17.05		47459		D	N				POSTAGE	101.41405.0223
53354	08/15/18	POSTATE 07/23-07/27/18	15.00		47459		D	N				POSTAGE	101.41408.0223
53354	08/15/18	POSTATE 07/23-07/27/18	6.00		47459		D	N				POSTAGE	101.41424.0223
53354	08/15/18	POSTATE 07/23-07/27/18	0.60		47459		D	N				POSTAGE	101.42411.0223
53354	08/15/18	POSTATE 07/23-07/27/18	7.20		47459		D	N				POSTAGE	101.42412.0223
53354	08/15/18	POSTATE 07/23-07/27/18	23.25		47459		D	N				POSTAGE	101.43425.0223
53354	08/15/18	POSTAGE	126.72		47566		D	N				POSTAGE	208.45006.0223
53354	08/15/18	POSTAGE	645.24		47589		D	N				POSTAGE	208.45006.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	1.20		47615		D	N				POSTAGE	101.41401.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	27.60		47615		D	N				POSTAGE	101.41402.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	2.40		47615		D	N				POSTAGE	101.41403.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	14.12		47615		D	N				POSTAGE	101.41405.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	15.00		47615		D	N				POSTAGE	101.41408.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	13.80		47615		D	N				POSTAGE	101.41424.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	0.60		47615		D	N				POSTAGE	101.42411.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	7.20		47615		D	N				POSTAGE	101.42412.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	0.60		47615		D	N				POSTAGE	101.43417.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	35.60		47615		D	N				POSTAGE	101.43425.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	1.20		47615		D	N				POSTAGE	101.45001.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	4.18		47615		D	N				POSTAGE	101.45432.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	0.60		47615		D	N				POSTAGE	101.45433.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	4.80		47615		D	N				POSTAGE	208.45005.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	8.66		47615		D	N				POSTAGE	230.43430.0223
53354	08/15/18	POSTAGE 07/30-08/03/18	2.87		47615		D	N				POSTAGE	651.48484.0223
53354	08/15/18	POSTAGE 08/06-08/10/18	3.08		47660		D	N				POSTAGE	101.41400.0223
53354	08/15/18	POSTAGE 08/06-08/10/18	1.80		47660		D	N				POSTAGE	101.41401.0223
53354	08/15/18	POSTAGE 08/06-08/10/18	25.20		47660		D	N				POSTAGE	101.41402.0223
53354	08/15/18	POSTAGE 08/06-08/10/18	3.26		47660		D	N				POSTAGE	101.41403.0223
53354	08/15/18	POSTAGE 08/06-08/10/18	85.38		47660		D	N				POSTAGE	101.41405.0223
53354	08/15/18	POSTAGE 08/06-08/10/18	15.00		47660		D	N				POSTAGE	101.41408.0223
53354	08/15/18	POSTAGE 08/06-08/10/18	0.60		47660		D	N				POSTAGE	101.41409.0223
53354	08/15/18	POSTAGE 08/06-08/10/18	0.60		47660		D	N				POSTAGE	101.41424.0223
53354	08/15/18	POSTAGE 08/06-08/10/18	1.20		47660		D	N				POSTAGE	101.42411.0223
53354	08/15/18	POSTAGE 08/06-08/10/18	3.00		47660		D	N				POSTAGE	101.42412.0223
53354	08/15/18	POSTAGE 08/06-08/10/18	1.20		47660		D	N				POSTAGE	101.43417.0223
53354	08/15/18	POSTAGE 08/06-08/10/18	0.60		47660		D	N				POSTAGE	101.43425.0223
53354	08/15/18	POSTAGE 08/06-08/10/18	1.80		47660		D	N				POSTAGE	230.43430.0223
			1,363.45	*CHECK TOTAL									
		VENDOR TOTAL	1,363.45										

VENDOR NAME AND NUMBER / CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
GRAINGER INC 000786												
53355 08/15/18	FREON FOR COMPRESSORS	1,851.56		9857827183			D	N			MTCE. OF EQUIPME	101.45433.0224
53355 08/15/18	HARD HAT/SFTY EQUIPMENT	43.76		9859218902			D	N			SUBSISTENCE OF P	651.48484.0227
53355 08/15/18	AIR FILTERS	126.00		9863593092			D	N			GENERAL SUPPLIES	101.45433.0229
53355 08/15/18	AIR FILTERS	43.80		9864877957			D	N			GENERAL SUPPLIES	101.45433.0229
53355 08/15/18	MOTOR FOR FAN	88.21		9865635958			D	N			MTCE. OF EQUIPME	101.45433.0224
53355 08/15/18	ALL PURPOSE CLEANER	98.28		9868458135			D	N			CLEANING AND WAS	101.45427.0228
53355 08/15/18	HAND CLEANING TOWELS	115.56		9868458135			D	N			GENERAL SUPPLIES	101.45427.0229
		2,367.17	*CHECK TOTAL									
	VENDOR TOTAL	2,367.17										
GRAND RENTAL STATION 001887												
53356 08/15/18	TOOL RENTAL	48.36		1-552119			D	N			RENTS	651.48485.0440
GRANITE WATER WORKS INC .02833												
53357 08/15/18	PIPE FTNG-LOADOUT BLDG	214.34		106794			D	N			MTCE. OF STRUCTU	651.48486.0225
GREGG/TERRY .02832												
53358 08/15/18	REFUND SHELTER DEPOSIT	50.00		080318			D	N			DEPOSITS	101.230000
HAATS/ANNA .02839												
53359 08/15/18	PREP FOR WTR SFTY EVENT	130.00		072318			D	N			OTHER SERVICES	899.45432.0339
HARTLAND OFFICIALS ASSOC 002608												
53360 08/15/18	SOFTBALL OFFICIALS	984.00		080318			D	N			PROFESSIONAL SER	101.45432.0446
53360 08/15/18	VB LEAGUE OFFICIALS	720.00		080318			D	N			PROFESSIONAL SER	101.45432.0446
		1,704.00	*CHECK TOTAL									
	VENDOR TOTAL	1,704.00										
HAUG-KUBOTA LLC 002609												
53361 08/15/18	PIPE/O-RING/FILTERS	189.73		11715			D	N			INVENTORIES-MDSE	101.125000
53361 08/15/18	RETURNED PIPE	55.40CR		11736			D	N			INVENTORIES-MDSE	101.125000
		134.33	*CHECK TOTAL									
	VENDOR TOTAL	134.33										
HAWKINS INC 000325												
53362 08/15/18	POLYMER	7,061.82		4325973			D	N			GENERAL SUPPLIES	651.48486.0229
53362 08/15/18	FERRIC CHLORIDE	4,741.43		4329784			D	N			GENERAL SUPPLIES	651.48484.0229
53362 08/15/18	FERRIC CHLORIDE	4,767.18		4333512			D	N			GENERAL SUPPLIES	651.48484.0229
53362 08/15/18	FERRIC CHLORIDE	4,747.37		4336278			D	N			GENERAL SUPPLIES	651.48484.0229
		21,317.80	*CHECK TOTAL									
	VENDOR TOTAL	21,317.80										
HEARTLAND SECURITY SERVI 002374												
53363 08/15/18	ALARM MTCE-LABOR	280.00		532570			D	N			MTCE. OF STRUCTU	101.45427.0335
HIGH POINT NETWORKS INC 002299												
53364 08/15/18	ANTIVIRUS SUBSCRIP.-AUG	373.10		113153			D	N			SUBSCRIPTIONS AN	101.41409.0443

VENDOR NAME AND NUMBER / CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
HILDI INC 003133								
53365 08/15/18	ACTUARIAL VALUATION	425.00		9760		D N	PROFESSIONAL SER	101.41405.0446
HILLYARD\HUTCHINSON 000333								
53366 08/15/18	GYM FLOOR FINISH	514.10		603093838		D N	MTCE. OF STRUCTU	101.45435.0225
53366 08/15/18	SCRUBBER PAD/SUPPLIES	134.24		603093838		D N	GENERAL SUPPLIES	101.45435.0229
53366 08/15/18	CLEANING SUPPLIES	29.13		603095539		D N	CLEANING AND WAS	101.45437.0228
		677.47	*CHECK TOTAL					
	VENDOR TOTAL	677.47						
HOFFMAN FILTER SERVICE 000335								
53367 08/15/18	ANTIFREEZE	280.50		79447		D N	INVENTORIES-MDSE	101.125000
HORIZON COMMERCIAL POOL 003075								
53368 08/15/18	POOL CHEMICALS	4,300.61		180526139		D N	MTCE. OF OTHER I	101.45437.0226
53368 08/15/18	POOL CHEMICALS	209.40		180705020		D N	MTCE. OF OTHER I	101.45437.0226
		4,510.01	*CHECK TOTAL					
	VENDOR TOTAL	4,510.01						
JOHANNECK WTR CONDITIONI 003355								
53369 08/15/18	COOLER RENTAL	1.00		CR1711-3-024		D N	RENTS	651.48484.0440
53369 08/15/18	COOLER RENTAL	2.00		CR1711-3-036		D N	RENTS	651.48484.0440
53369 08/15/18	LAB WATER	38.00		43604		D N	GENERAL SUPPLIES	651.48484.0229
53369 08/15/18	LAB WATER	12.00		43611		D N	GENERAL SUPPLIES	651.48484.0229
53369 08/15/18	SOFTENER SALT	9.85		43655		D N	GENERAL SUPPLIES	101.43425.0229
53369 08/15/18	LAB WATER	46.00		43858		D N	GENERAL SUPPLIES	651.48484.0229
53369 08/15/18	LAB WATER	56.00		44142		D N	GENERAL SUPPLIES	651.48484.0229
53369 08/15/18	LAB WATER	28.00		44305		D N	GENERAL SUPPLIES	651.48484.0229
		192.85	*CHECK TOTAL					
	VENDOR TOTAL	192.85						
JOHNSON CNTRLS FIRE PROT 003404								
53370 08/15/18	ALARM MONITORING SERVICE	805.79		20392935		D N	PREPAID EXPENSES	651.128000
53370 08/15/18	ALARM MONITORING SERVICE	402.89		20392935		D N	MTCE. OF STRUCTU	651.48484.0335
		1,208.68	*CHECK TOTAL					
	VENDOR TOTAL	1,208.68						
JOHNSON GROUP 003162								
53371 08/15/18	MONTHLY WEBSITE HOSTING	199.00		000335		D N	COMMUNICATIONS	208.45005.0330
KANDIYOHI CO & CITY OF W 001465								
53372 08/15/18	BUSINESS IN FOCUS AD	400.00		080318		D N	ADVERTISING	101.41401.0447
53372 08/15/18	BUSINESS IN FOCUS AD	400.00		080318		D N	ADVERTISING	101.41402.0447
		800.00	*CHECK TOTAL					
	VENDOR TOTAL	800.00						
KANDIYOHI CO AREA FAMILY 002759								
53373 08/15/18	WATER FRONT TRAINING	50.00		12462		D N	TRAVEL-CONF.-SCH	101.45432.0333

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
KANDIYOHI CO AUDITOR 000376													
53374	08/15/18	LANGUAGE LINE CHARGES	36.78		080218		D	N				PROFESSIONAL SER	101.42411.0446
53374	08/15/18	LANDFILL CHARGES-JUL	16.64		402896		D	N				CLEANING AND WAS	651.48484.0338
53374	08/15/18	LANDFILL CHARGES-JUL	92.00		402958		D	N				CLEANING AND WAS	101.43425.0338
53374	08/15/18	LANDFILL CHARGES-JUL	80.89		403535		D	N				CLEANING AND WAS	651.48484.0338
			226.31	*CHECK TOTAL									
		VENDOR TOTAL	226.31										
KANDIYOHI CO RECORDER'S 000382													
53375	08/15/18	RECORDING FEES	46.00		651781		D	N				PROFESSIONAL SER	432.48510.0446
53375	08/15/18	RECORDING FEES	46.00		651782		D	N				PROFESSIONAL SER	432.48510.0446
53375	08/15/18	RECORDING FEES	46.00		652137		D	N				PROFESSIONAL SER	432.48510.0446
			138.00	*CHECK TOTAL									
		VENDOR TOTAL	138.00										
KANDIYOHI CO-OP ELECTRIC 000375													
53376	08/15/18	WELCOME TO WILLMAR SIGN	78.53		STMT/8-18		D	N				UTILITIES	101.43425.0332
53376	08/15/18	CO RD 23/HWY 71 BYPASS	136.00		STMT/8-18		D	N				UTILITIES	101.43425.0332
53376	08/15/18	ELEC SERV-LIFT STATION	1,203.00		STMT/8-18		D	N				UTILITIES	651.48485.0332
53376	08/15/18	ELEC SERV-SECURITY LIGHT	38.00		STMT/8-18		D	N				UTILITIES	651.48486.0332
			1,455.53	*CHECK TOTAL									
		VENDOR TOTAL	1,455.53										
KING'S ELECTRIC LLC 003138													
53377	08/15/18	JUCTION BOX WIRING-PARTS	978.35		769-A		D	N				MTCE. OF STRUCTU	651.48484.0225
53377	08/15/18	JUCTION BOX WIRING-LAB	2,088.85		769-A		D	N				MTCE. OF STRUCTU	651.48484.0335
53377	08/15/18	EXIT SIGN REPAIRS-PARTS	26.12		838		D	N				MTCE. OF STRUCTU	101.41408.0225
53377	08/15/18	EXIT SIGN REPAIRS-LABOR	75.00		838		D	N				MTCE. OF STRUCTU	101.41408.0335
53377	08/15/18	EXIT SIGN REPAIRS-PARTS	188.96		838		D	N				MTCE. OF STRUCTU	101.45427.0225
53377	08/15/18	EXIT SIGN REPAIRS-LABOR	180.00		838		D	N				MTCE. OF STRUCTU	101.45427.0335
53377	08/15/18	REPL. BALLAST-PARTS	24.63		839		D	N				MTCE. OF STRUCTU	101.41408.0225
53377	08/15/18	REPL. BALLAST-LABOR	75.00		839		D	N				MTCE. OF STRUCTU	101.41408.0335
			3,636.91	*CHECK TOTAL									
		VENDOR TOTAL	3,636.91										
KOSAR/HAMDI .02840													
53378	08/15/18	WTR SFTY EVENT PROMOTION	112.00		072018		D	N				OTHER SERVICES	899.45432.0339
KUTAK ROCK LLP 003362													
53379	08/15/18	LEASE AGRMT CHNG REVIEW	350.00		2449668		D	M	07			PROFESSIONAL SER	350.47400.0446
KVEENE/CHRIS 003399													
53380	08/15/18	MILEAGE 7/1-7/31/18	58.32		080218		D	N				TRAVEL-CONF.-SCH	101.41409.0333
LAKELAND BROADCASTING IN 002187													
53381	08/15/18	KOLV ADVERTISING	212.80		IN-B-118079301		D	N				OTHER CHARGES	208.45010.0449
53381	08/15/18	KQIC ADVERTISING	235.20		IN-Q-118077598		D	N				OTHER CHARGES	208.45010.0449
			448.00	*CHECK TOTAL									
		VENDOR TOTAL	448.00										

VENDOR NAME AND NUMBER / CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
LAND PRIDE CONSTRUCTION 003149												
53382 08/15/18	STORM SWR IMPROVEMENT	29,888.00		1809			D	N			MTCE. OF OTHER I	101.43418.0336
LEAGUE OF MN CITIES 000412												
53383 08/15/18	WORKSHOP REGISTRATIONS	45.00		274761			D	N			TRAVEL-CONF.-SCH	101.42411.0333
LEAGUE OF MN CITIES INS 001189												
53384 08/15/18	WORKER'S COMP PREMIUM	292.96		40000465/8-18			D	N			EMPLOYER INSUR.	101.41400.0114
53384 08/15/18	WORKER'S COMP PREMIUM	13.61		40000465/8-18			D	N			EMPLOYER INSUR.	101.41401.0114
53384 08/15/18	WORKER'S COMP PREMIUM	367.68		40000465/8-18			D	N			EMPLOYER INSUR.	101.41402.0114
53384 08/15/18	WORKER'S COMP PREMIUM	119.59		40000465/8-18			D	N			EMPLOYER INSUR.	101.41403.0114
53384 08/15/18	WORKER'S COMP PREMIUM	300.93		40000465/8-18			D	N			EMPLOYER INSUR.	101.41405.0114
53384 08/15/18	WORKER'S COMP PREMIUM	414.21		40000465/8-18			D	N			EMPLOYER INSUR.	101.41408.0114
53384 08/15/18	WORKER'S COMP PREMIUM	143.69		40000465/8-18			D	N			EMPLOYER INSUR.	101.41409.0114
53384 08/15/18	WORKER'S COMP PREMIUM	60.52		40000465/8-18			D	N			EMPLOYER INSUR.	101.41424.0114
53384 08/15/18	WORKER'S COMP PREMIUM	18,463.87		40000465/8-18			D	N			EMPLOYER INSUR.	101.42411.0114
53384 08/15/18	WORKER'S COMP PREMIUM	8,699.28		40000465/8-18			D	N			EMPLOYER INSUR.	101.42412.0114
53384 08/15/18	WORKER'S COMP PREMIUM	433.58		40000465/8-18			D	N			EMPLOYER INSUR.	101.43417.0114
53384 08/15/18	WORKER'S COMP PREMIUM	15,223.18		40000465/8-18			D	N			EMPLOYER INSUR.	101.43425.0114
53384 08/15/18	WORKER'S COMP PREMIUM	54.64		40000465/8-18			D	N			EMPLOYER INSUR.	101.45001.0114
53384 08/15/18	WORKER'S COMP PREMIUM	55.27		40000465/8-18			D	N			EMPLOYER INSUR.	101.45432.0114
53384 08/15/18	WORKER'S COMP PREMIUM	747.38		40000465/8-18			D	N			EMPLOYER INSUR.	101.45433.0114
53384 08/15/18	WORKER'S COMP PREMIUM	315.64		40000465/8-18			D	N			EMPLOYER INSUR.	101.45435.0114
53384 08/15/18	WORKER'S COMP PREMIUM	190.48		40000465/8-18			D	N			EMPLOYER INSUR.	101.45437.0114
53384 08/15/18	WORKER'S COMP PREMIUM	4,906.03		40000465/8-18			D	N			EMPLOYER INSUR.	651.48484.0114
53384 08/15/18	WORKER'S COMP PREMIUM	315.64		40000465/8-18			D	N			EMPLOYER INSUR.	651.48484.0114
53384 08/15/18	WORKER'S COMP PREMIUM	931.82		40000465/8-18			D	N			EMPLOYER INSUR.	651.48485.0114
		52,050.00	*CHECK TOTAL									
	VENDOR TOTAL	52,050.00										
LYNN PEAVEY CO 000423												
53385 08/15/18	EVIDENCE ROOM SUPPLIES	284.40		347620			D	N			GENERAL SUPPLIES	101.42411.0229
M-R SIGN CO INC 000424												
53386 08/15/18	STREET SIGNS	77.08		200949			D	N			MTCE. OF OTHER I	101.43425.0226
MAGNUSON SHEET METAL INC 001121												
53387 08/15/18	A/C REPAIR-PARTS	80.00		133829			D	N			MTCE. OF STRUCTU	101.45001.0225
53387 08/15/18	A/C REPAIR-LABOR	240.00		133829			D	N			MTCE. OF STRUCTU	101.45001.0335
		320.00	*CHECK TOTAL									
	VENDOR TOTAL	320.00										
MATHESON TRI-GAS INC 002898												
53388 08/15/18	EAR PLUGS	44.36		18095501			D	N			GENERAL SUPPLIES	101.45433.0229
MCDONALD'S .00098												
53389 08/15/18	REFUND SHELTER DEPOSIT	50.00		080918			D	N			DEPOSITS	101.230000

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MENARDS 000449													
53390	08/15/18	DEBURRING TOOL	6.78		59516		D	N				SMALL TOOLS	101.43425.0221
53390	08/15/18	SHELTER REPAIR-PARTS	19.99		59516		D	N				MTCE. OF STRUCTU	101.43425.0225
53390	08/15/18	GENERAL SUPPLIES	38.93		59516		D	N				GENERAL SUPPLIES	101.43425.0229
53390	08/15/18	GRASS SEED	9.98		59720		D	N				MTCE. OF OTHER I	651.48484.0226
53390	08/15/18	NUTS/BOLTS	9.57		59784		D	N				MTCE. OF EQUIPME	101.45433.0224
53390	08/15/18	SAW BLADES	39.76		59853		D	N				SMALL TOOLS	651.48484.0221
53390	08/15/18	GRASS SEED	6.98		59853		D	N				MTCE. OF OTHER I	651.48484.0226
53390	08/15/18	STENCILS	2.98		60064		D	N				OFFICE SUPPLIES	101.42412.0220
53390	08/15/18	12' STRAP	34.40		60064		D	N				SMALL TOOLS	101.42412.0221
53390	08/15/18	GOO GONE SPRAY GEL	3.69		60160		D	N				GENERAL SUPPLIES	101.45435.0229
53390	08/15/18	CLAMP METER/ELEC TESTER	74.99		60207		D	N				SMALL TOOLS	651.48484.0221
53390	08/15/18	CAULKING	9.98		60276		D	N				GENERAL SUPPLIES	101.45435.0229
53390	08/15/18	STAPLES FOR SIGNS	9.96		60340		D	N				GENERAL SUPPLIES	101.42411.0229
53390	08/15/18	SAW BLADE/DRILL BITS	11.44		60350		D	N				SMALL TOOLS	101.41408.0221
53390	08/15/18	WOOD PANEL/LAG SCREWS	25.64		60350		D	N				GENERAL SUPPLIES	101.41408.0229
53390	08/15/18	GOO GONE SPRAY GEL	3.69		60412		D	N				GENERAL SUPPLIES	101.45435.0229
			308.76	*CHECK TOTAL									
		VENDOR TOTAL	308.76										
MESERB 002201													
53391	08/15/18	2019 MEMBERSHIP DUES	2,854.47		080218		D	N				PREPAID EXPENSES	651.128000
53391	08/15/18	2018 MEMBERSHIP DUES	2,854.47		080218		D	N				SUBSCRIPTIONS AN	651.48484.0443
			5,708.94	*CHECK TOTAL									
		VENDOR TOTAL	5,708.94										
METRO SALES INC 003016													
53392	08/15/18	FAX MACHINE REPAIR-LABOR	155.00		INV1136290		D	N				MTCE. OF EQUIPME	101.42411.0334
MIKE'S SMALL ENGINE CENT 002699													
53393	08/15/18	ROPE FOR PUSH MOWER	39.95		10606		D	N				MTCE. OF EQUIPME	101.43425.0224
53393	08/15/18	WEED TRIMMER LINE	19.95		10840		D	N				GENERAL SUPPLIES	101.43425.0229
53393	08/15/18	WEED TRIMMER LINE	14.95		10915		D	N				GENERAL SUPPLIES	101.45433.0229
			74.85	*CHECK TOTAL									
		VENDOR TOTAL	74.85										
MILLER SANITATION 002936													
53394	08/15/18	GARBAGE SERVICE-AUG	154.50		1298/8-18		D	N				CLEANING AND WAS	101.45433.0338
53394	08/15/18	GARBAGE SERVICE-AUG	56.40		1298/8-18		D	N				CLEANING AND WAS	101.45433.0338
53394	08/15/18	GARBAGE SERVICE-AUG	52.70		1300/8-18		D	N				CLEANING AND WAS	101.42412.0338
53394	08/15/18	GARBAGE SERVICE-AUG	64.74		1301/8-18		D	N				CLEANING AND WAS	101.41408.0338
53394	08/15/18	GARBAGE SERVICE-AUG	64.74		1301/8-18		D	N				CLEANING AND WAS	101.45427.0338
53394	08/15/18	GARBAGE SERVICE-AUG	251.31		1302/8-18		D	N				CLEANING AND WAS	101.43425.0338
53394	08/15/18	GARBAGE SERVICE-AUG	24.35		1303/8-18		D	N				CLEANING AND WAS	651.48484.0338
53394	08/15/18	GARBAGE SERVICE-AUG	48.67		1304/8-18		D	N				CLEANING AND WAS	651.48484.0338
53394	08/15/18	GARBAGE SERVICE-AUG	161.04		1304/8-18		D	N				CLEANING AND WAS	651.48484.0338
53394	08/15/18	GARBAGE SERVICE-AUG	49.68		1305/8-18		D	N				CLEANING AND WAS	101.45435.0338
53394	08/15/18	GARBAGE SERVICE-AUG	91.00		1378/8-18		D	N				CLEANING AND WAS	101.43425.0338

VENDOR NAME AND NUMBER / CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MILLER SANITATION 002936												
53394 08/15/18	GARBAGE SERVICE-AUG	846.00		1379/8-18		D	N				CLEANING AND WAS	101.43425.0338
53394 08/15/18	GARBAGE SERVICE-AUG	70.50		1379/8-18		D	N				CLEANING AND WAS	101.43425.0338
53394 08/15/18	GARBAGE SERVICE-AUG	33.84		1379/8-18		D	N				CLEANING AND WAS	101.43425.0338
53394 08/15/18	GARBAGE SERVICE-AUG	33.84		1379/8-18		D	N				CLEANING AND WAS	101.43425.0338
53394 08/15/18	GARBAGE SERVICE-AUG	33.84		1379/8-18		D	N				CLEANING AND WAS	101.43425.0338
53394 08/15/18	GARBAGE SERVICE-AUG	352.50		1388/8-18		D	N				CLEANING AND WAS	101.43425.0338
53394 08/15/18	GARBAGE SERVICE-AUG	105.13		1456/8-18		D	N				CLEANING AND WAS	101.45437.0338
		2,494.78	*CHECK TOTAL									
	VENDOR TOTAL	2,494.78										
MIMECAST NORTH AMERICA I 003311												
53395 08/15/18	EMAIL MGMT SERV-SEP	993.50		INVUS529485		D	N				SUBSCRIPTIONS AN	101.41409.0443
MINI BIFF LLC 001805												
53396 08/15/18	TOILET RENTALS	77.52		A-97882		D	N				RENTS	101.43425.0440
53396 08/15/18	TOILET RENTALS	77.52		A-97883		D	N				RENTS	101.45432.0440
53396 08/15/18	TOILET RENTALS	77.52		A-97884		D	N				RENTS	101.43425.0440
53396 08/15/18	TOILET RENTALS	77.52		A-97889		D	N				RENTS	101.43425.0440
53396 08/15/18	TOILET RENTALS	17.50		A-97950		D	N				RENTS	101.45432.0440
53396 08/15/18	TOILET RENTALS	77.52		A-98147		D	N				RENTS	101.43425.0440
		405.10	*CHECK TOTAL									
	VENDOR TOTAL	405.10										
MN ELEVATOR INC 000499												
53397 08/15/18	ELEVATOR SERVICE	152.77		761530		D	N				MTCE. OF STRUCTU	101.41408.0335
MN WEST COMMUNITY TECH C 001713												
53398 08/15/18	WRIGHT-CVI RECERTIF.	100.00		081018		D	N				TRAVEL-CONF.-SCH	101.43425.0333
53398 08/15/18	RADUNZ-CVI RECERTIF.	100.00		081018		D	N				TRAVEL-CONF.-SCH	101.43425.0333
		200.00	*CHECK TOTAL									
	VENDOR TOTAL	200.00										
MOSS & BARNETT 001655												
53399 08/15/18	CATV LEGAL SERV-JUL	693.00		693815		D	M	07			PROFESSIONAL SER	101.41406.0446
MUNICIPAL UTILITIES 000541												
53400 08/15/18	UTILITIES FOR AUG	195.27		8/18		D	N				UTILITIES	101.43425.0332
53400 08/15/18	UTILITIES FOR AUG	4,410.50		8/18		D	N				UTILITIES	651.48485.0332
		4,605.77	*CHECK TOTAL									
	VENDOR TOTAL	4,605.77										
MVTL LABORATORIES INC 000544												
53401 08/15/18	LAB TESTING	45.00		931375		D	N				PROFESSIONAL SER	651.48484.0446
53401 08/15/18	LAB TESTING	276.00		932544		D	N				PROFESSIONAL SER	651.48484.0446
		321.00	*CHECK TOTAL									
	VENDOR TOTAL	321.00										

VENDOR NAME AND NUMBER / CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
NAPA CENTRAL MN 000249												
53402 08/15/18	WRENCH	9.18		791410			D	N			SMALL TOOLS	101.45433.0221
53402 08/15/18	HYDRAULIC FILTERS	46.34		791410			D	N			MTCE. OF EQUIPME	101.45433.0224
53402 08/15/18	OIL FOR ZAMBONI	56.47		791751			D	N			MOTOR FUELS AND	101.45433.0222
		111.99	*CHECK TOTAL									
	VENDOR TOTAL	111.99										
NCL OF WISCONSIN INC 001627												
53403 08/15/18	LAB SUPPLIES	334.91		410318			D	N			GENERAL SUPPLIES	651.48484.0229
NELSON INTERNATIONAL 000568												
53404 08/15/18	CR LABOR-INV. R101012963	77.18	CR	R101013384:02			D	N			MTCE. OF EQUIPME	101.43425.0334
53404 08/15/18	SEAT BELT PARTS	431.20		X101041240:01			D	N			INVENTORIES-MDSE	101.125000
53404 08/15/18	BRAKE CHAMBERS	77.98		X101041633:01			D	N			INVENTORIES-MDSE	101.125000
		432.00	*CHECK TOTAL									
	VENDOR TOTAL	432.00										
NORTHERN BUSINESS PRODUC 002322												
53405 08/15/18	INTEROFFICE MAIL BOXES	420.00		302777-0			D	N			GENERAL SUPPLIES	101.45433.0229
53405 08/15/18	INTEROFFICE MAIL BOXES	350.00	CR	302777-0 C			D	N			GENERAL SUPPLIES	101.45433.0229
53405 08/15/18	OFFICE SUPPLIES	17.76		310450-0			D	N			OFFICE SUPPLIES	101.45433.0220
53405 08/15/18	INTEROFFICE MAIL BOXES	158.35		310569-0			D	N			GENERAL SUPPLIES	101.45433.0229
53405 08/15/18	INTEROFFICE MAIL BOXES	158.35		312373-0			D	N			GENERAL SUPPLIES	101.45433.0229
53405 08/15/18	OFFICE SUPPLIES	130.95		315571-0			D	N			OFFICE SUPPLIES	101.41410.0220
53405 08/15/18	DESK FOR PROJ. MANAGER	486.90		315735-0			D	N			SMALL TOOLS	101.43425.0221
53405 08/15/18	OFFICE SUPPLIES	29.26		316648-0			D	N			OFFICE SUPPLIES	101.42411.0220
53405 08/15/18	OFFICE SUPPLIES	54.11		316648-1			D	N			OFFICE SUPPLIES	101.42411.0220
		1,105.68	*CHECK TOTAL									
	VENDOR TOTAL	1,105.68										
NORTHERN STATES SUPPLY 000585												
53406 08/15/18	TACK GLOVES	18.00		10-562634			D	N			SUBSISTENCE OF P	101.43425.0227
53406 08/15/18	MARKING PAINT	44.41		10-562635			D	N			GENERAL SUPPLIES	101.43417.0229
53406 08/15/18	TAPE MEASURE	58.43		10-562758			D	N			SMALL TOOLS	101.43425.0221
53406 08/15/18	MARKING PAINT	46.42		10-562825			D	N			GENERAL SUPPLIES	101.43417.0229
53406 08/15/18	#186884-WING PARTS	141.34		10-562834			D	N			MTCE. OF EQUIPME	101.43425.0224
53406 08/15/18	MEASURING WHEEL	168.91		10-563019			D	N			SMALL TOOLS	101.43425.0221
53406 08/15/18	RAIN JACKET/PANTS	250.01		10-563051			D	N			SUBSISTENCE OF P	651.48484.0227
53406 08/15/18	BOLTS	0.48		10-563098			D	N			MTCE. OF EQUIPME	101.45433.0224
53406 08/15/18	SHOVELS	67.30		10-563257			D	N			SMALL TOOLS	101.43425.0221
53406 08/15/18	SAW BLADES	44.09		10-563258			D	N			SMALL TOOLS	101.43425.0221
53406 08/15/18	MARKING PAINT	46.42		10-563270			D	N			GENERAL SUPPLIES	101.43425.0229
53406 08/15/18	MARKING PAINT	44.41		10-563340			D	N			GENERAL SUPPLIES	101.43417.0229
53406 08/15/18	EXT. CORDS/GRINDING WHL	136.03		10-563448			D	N			SMALL TOOLS	101.43425.0221
53406 08/15/18	ASPHALT RAKES	418.02		1256177			D	N			SMALL TOOLS	101.43425.0221
53406 08/15/18	WHEELS FOR WING CARTS	74.96		1256179			D	N			MTCE. OF EQUIPME	101.43425.0224
53406 08/15/18	BOLTS	40.41		1257773			D	N			MTCE. OF EQUIPME	101.43425.0224
53406 08/15/18	RAIN GEAR	43.94		1258543			D	N			SUBSISTENCE OF P	651.48484.0227
		1,643.58	*CHECK TOTAL									
	VENDOR TOTAL	1,643.58										

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
O'REILLY AUTOMOTIVE INC 000650													
53407	08/15/18	HEAD LT POLISHING KIT	22.10		1528-157521		D	N				GENERAL SUPPLIES	101.42411.0229
53407	08/15/18	#103762-AIR DR ACTUATOR	34.55		1528-157974		D	N				INVENTORIES-MDSE	101.125000
53407	08/15/18	#112949-CONNECTOR	4.99		1528-159182		D	N				INVENTORIES-MDSE	101.125000
53407	08/15/18	#090639-TIE ROD END	23.99		1528-159979		D	N				INVENTORIES-MDSE	101.125000
53407	08/15/18	AIR FILTER	13.91		1528-160564		D	N				INVENTORIES-MDSE	101.125000
53407	08/15/18	#070455-SEAL KIT	18.06		1528-160895		D	N				INVENTORIES-MDSE	101.125000
53407	08/15/18	#140279-BRAKE PARTS	94.99		1528-161290		D	N				INVENTORIES-MDSE	101.125000
			212.59	*CHECK TOTAL									
		VENDOR TOTAL	212.59										
OASIS AERO INC 003286													
53408	08/15/18	AIRPORT MGMT CNTRCT-JU	4,000.00		1672		D	N				PROFESSIONAL SER	230.43430.0446
OFFICE SERVICES 000589													
53409	08/15/18	PHOTO COPIES	255.78		071818		D	N				OFFICE SUPPLIES	101.41410.0220
PANZER/JON .02834													
53410	08/15/18	CONSULT-COMREX LIVE FEED	200.00		072718		D	N				PROFESSIONAL SER	101.45001.0446
PERKINS LUMBER CO INC 000604													
53411	08/15/18	BLDG MTCE-MAT'L	427.20		43657482		D	N				MTCE. OF STRUCTU	101.45433.0225
53411	08/15/18	BLDG MTCE-MAT'L	237.60		43658721		D	N				MTCE. OF STRUCTU	101.45433.0225
53411	08/15/18	BLDG MTCE-MAT'L	348.88		43658747		D	N				MTCE. OF STRUCTU	101.45433.0225
53411	08/15/18	SCREWS/SNAP FASTENERS	4.29		43659009		D	N				MTCE. OF EQUIPME	101.43425.0224
53411	08/15/18	CONCRETE FOR PARK SIGNS	11.97		43659994		D	N				MTCE. OF OTHER I	101.43425.0226
53411	08/15/18	MANHOLE REPAIR-MAT'L	3.00		43660025		D	N				MTCE. OF OTHER I	101.43425.0226
53411	08/15/18	MANHOLE REPAIR-MAT'L	9.98		43660187		D	N				MTCE. OF OTHER I	101.43425.0226
			1,042.92	*CHECK TOTAL									
		VENDOR TOTAL	1,042.92										
PETERSON SHOE STORE 000608													
53412	08/15/18	TINKLENBERG-SFTY BOOTS	175.00		190806		D	N				SUBSISTENCE OF P	101.43425.0227
53412	08/15/18	GREELEY-SAFETY BOOTS	175.00		191108		D	N				SUBSISTENCE OF P	651.48484.0227
53412	08/15/18	RUTER-SAFETY BOOTS	175.00		191234		D	N				SUBSISTENCE OF P	651.48484.0227
53412	08/15/18	BREDESON-SAFETY BOOTS	175.00		191289		D	N				SUBSISTENCE OF P	101.43425.0227
53412	08/15/18	HOEKSTRA-SAFETY BOOTS	169.99		191303		D	N				SUBSISTENCE OF P	101.43417.0227
			869.99	*CHECK TOTAL									
		VENDOR TOTAL	869.99										
PIESKE/ANDREA .02835													
53413	08/15/18	REFUND SHELTER DEPOSIT	50.00		080918		D	N				DEPOSITS	101.230000
PIONEERLAND LIBRARY SYST 000614													
53414	08/15/18	3RD QTR OPERATIONAL	106,148.50		073018		D	N				OTHER CHARGES	101.45426.0449
PREMIUM WATERS INC 000374													
53415	08/15/18	DRINKING WATER	39.75		329949/7-18		D	N				SUBSISTENCE OF P	101.42412.0227

VENDOR NAME AND NUMBER / CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
PREMIUM WATERS INC 000374												
53415 08/15/18	DRINKING WATER	137.00		527119/7-18			D	N			SUBSISTENCE OF P	101.45437.0227
		176.75	*CHECK TOTAL									
	VENDOR TOTAL	176.75										
R & R SPECIALTIES INC 000636												
53416 08/15/18	ZAMBONI PARTS	99.55		0065360			D	N			MTCE. OF EQUIPME	101.45433.0224
53416 08/15/18	ICE PAINT	2,240.00		0065456			D	N			GENERAL SUPPLIES	101.45433.0229
		2,339.55	*CHECK TOTAL									
	VENDOR TOTAL	2,339.55										
RINK SYSTEMS INC 000856												
53417 08/15/18	OIL FOR COMPRESSORS	537.16		072699			D	N			MOTOR FUELS AND	101.45433.0222
SERVICE CENTER/CITY OF W 000685												
53418 08/15/18	EQUIPMENT REPAIR-OIL	66.00		STMT/7-18			D	N			MOTOR FUELS AND	101.42411.0222
53418 08/15/18	EQUIPMENT REPAIR-PARTS	86.61		STMT/7-18			D	N			MTCE. OF EQUIPME	101.42411.0224
53418 08/15/18	EQUIPMENT REPAIR-PARTS	48.03		STMT/7-18			D	N			MTCE. OF EQUIPME	101.42412.0224
53418 08/15/18	EQUIPMENT REPAIR-OIL	12.00		STMT/7-18			D	N			MOTOR FUELS AND	101.43417.0222
53418 08/15/18	EQUIPMENT REPAIR-PARTS	43.94		STMT/7-18			D	N			MTCE. OF EQUIPME	101.43417.0224
53418 08/15/18	EQUIPMENT REPAIR-OIL	200.18		STMT/7-18			D	N			MOTOR FUELS AND	101.43425.0222
53418 08/15/18	EQUIPMENT REPAIR-PARTS	1,304.33		STMT/7-18			D	N			MTCE. OF EQUIPME	101.43425.0224
		1,761.09	*CHECK TOTAL									
	VENDOR TOTAL	1,761.09										
SHERWIN WILLIAMS CO 000690												
53419 08/15/18	TRAFFIC PAINT	578.50		4693-1			D	N			GENERAL SUPPLIES	101.43425.0229
53419 08/15/18	TRAFFIC PAINT	488.40		5233-5			D	N			GENERAL SUPPLIES	101.43425.0229
53419 08/15/18	SHELTER PAINT	45.16		5698-9			D	N			MTCE. OF STRUCTU	101.43425.0225
		1,112.06	*CHECK TOTAL									
	VENDOR TOTAL	1,112.06										
SMEBY/ROSS 002570												
53420 08/15/18	MILEAGE 7/1-7/31/18	164.59		080118			D	N			TRAVEL-CONF.-SCH	101.41409.0333
53420 08/15/18	CELL PHONE INVEST. TRNG	47.51		081318			D	N			TRAVEL-CONF.-SCH	101.42411.0333
		212.10	*CHECK TOTAL									
	VENDOR TOTAL	212.10										
STEINBEISSER AUTO REPAIR 003256												
53421 08/15/18	PROPANE-STREET PATCHING	18.00		5934			D	N			MTCE. OF OTHER I	101.43425.0226
STERLING WATER-MINNESOTA 000188												
53422 08/15/18	SOFTENER RENTAL-AUG	17.75		01454495/7-18			D	N			RENTS	101.41408.0440
53422 08/15/18	SOFTENER SALT	33.95		01465137/7-18			D	N			GENERAL SUPPLIES	230.43430.0229
		51.70	*CHECK TOTAL									
	VENDOR TOTAL	51.70										
STEVENS ENGINEERS INC 003126												
53423 08/15/18	CIVIC CNTR REFRIG. PRO	1,973.00		11575			D	N			PROFESSIONAL SER	438.45433.0446
53423 08/15/18	REIMBURSABLE EXPENSE	176.88		11575			D	N			PROFESSIONAL SER	438.45433.0446

VENDOR NAME AND NUMBER / CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
STEVENS ENGINEERS INC 003126												
		2,149.88	*CHECK TOTAL									
VENDOR TOTAL		2,149.88										
SUMMIT COMPANIES 002555												
53424 08/15/18	SPRINKLER SYSTEM INSP.	198.00		1287184		D	N				MTCE. OF STRUCTU	101.41408.0335
SURPLUS WAREHOUSE INC 000728												
53425 08/15/18	BALL HITCH/PIN	147.96		080318		D	N				MTCE. OF EQUIPME	651.48486.0224
SW - WEST CNTRL SERVICES 000892												
53308 08/07/18	HEALTH INSURANCE-SEP	7,835.00		C325		D	N				COBRA INS PREMIU	101.120001
53308 08/07/18	HEALTH INSURANCE-SEP	3,360.26		C325		D	N				EMPLOYER INSUR.	101.41400.0114
53308 08/07/18	HEALTH INSURANCE-SEP	4,078.26		C325		D	N				EMPLOYER INSUR.	101.41402.0114
53308 08/07/18	HEALTH INSURANCE-SEP	2,926.47		C325		D	N				EMPLOYER INSUR.	101.41403.0114
53308 08/07/18	HEALTH INSURANCE-SEP	5,618.28		C325		D	N				EMPLOYER INSUR.	101.41405.0114
53308 08/07/18	HEALTH INSURANCE-SEP	1,672.26		C325		D	N				EMPLOYER INSUR.	101.41408.0114
53308 08/07/18	HEALTH INSURANCE-SEP	3,098.26		C325		D	N				EMPLOYER INSUR.	101.41409.0114
53308 08/07/18	HEALTH INSURANCE-SEP	418.05		C325		D	N				EMPLOYER INSUR.	101.41424.0114
53308 08/07/18	HEALTH INSURANCE-SEP	9,115.00		C325		D	N				RETIRED EMPLOYEE	101.41428.0818
53308 08/07/18	HEALTH INSURANCE-SEP	25,213.14		C325		D	N				INS. PASS THROUG	101.41428.0819
53308 08/07/18	HEALTH INSURANCE-SEP	49,203.50		C325		D	N				EMPLOYER INSUR.	101.42411.0114
53308 08/07/18	HEALTH INSURANCE-SEP	5,016.78		C325		D	N				EMPLOYER INSUR.	101.42412.0114
53308 08/07/18	HEALTH INSURANCE-SEP	5,267.14		C325		D	N				EMPLOYER INSUR.	101.43417.0114
53308 08/07/18	HEALTH INSURANCE-SEP	23,743.53		C325		D	N				EMPLOYER INSUR.	101.43425.0114
53308 08/07/18	HEALTH INSURANCE-SEP	1,086.50		C325		D	N				EMPLOYER INSUR.	101.45001.0114
53308 08/07/18	HEALTH INSURANCE-SEP	601.50		C325		D	N				EMPLOYER INSUR.	101.45432.0114
53308 08/07/18	HEALTH INSURANCE-SEP	3,946.02		C325		D	N				EMPLOYER INSUR.	101.45433.0114
53308 08/07/18	HEALTH INSURANCE-SEP	360.90		C325		D	N				EMPLOYER INSUR.	101.45435.0114
53308 08/07/18	HEALTH INSURANCE-SEP	300.75		C325		D	N				EMPLOYER INSUR.	101.45437.0114
53308 08/07/18	HEALTH INSURANCE-SEP	15,302.88		C325		D	N				EMPLOYER INSUR.	651.48484.0114
53308 08/07/18	HEALTH INSURANCE-SEP	1,672.26		C325		D	N				EMPLOYER INSUR.	651.48485.0114
53308 08/07/18	HEALTH INSURANCE-SEP	1,672.26		C325		D	N				EMPLOYER INSUR.	651.48486.0114
		171,509.00	*CHECK TOTAL									
VENDOR TOTAL		171,509.00										
SWANSON/LAVON .02836												
53426 08/15/18	REFUND SHELTER DEPOSIT	50.00		080918		D	N				DEPOSITS	101.230000
SYSCO WESTERN MINNESOTA 000161												
53427 08/15/18	CONCESSION SUPPLIES	129.68		153360186		D	N				GENERAL SUPPLIES	101.45437.0229
THOMPSON *PETTY CASH/JU 003273												
53309 08/07/18	REPLENISH PETTY CASH	300.00		080118		D	N				INSURANCE DEDUCT	101.41428.0822
THORSLAND/LORI .02837												
53428 08/15/18	REFUND SHELTER DEPOSIT	50.00		080918		D	N				DEPOSITS	101.230000
53428 08/15/18	REF. SHELTER RENTAL FEE	75.00		080918		D	N				REFUNDS AND REIM	101.41428.0882
		125.00	*CHECK TOTAL									
VENDOR TOTAL		125.00										

VENDOR NAME AND NUMBER / CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
ULTIMATE SAFETY CONCEPTS 000165								
53429 08/15/18	CALIBRATION GAS	623.37		178256		D N	GENERAL SUPPLIES	101.42412.0229
UNDERTHUN/DUWAYNE 001262								
53430 08/15/18	STUMP GRINDING	6,040.00		080818		D M 07	OTHER SERVICES	101.43425.0339
UNIFORM SHOPPE/THE .02838								
53431 08/15/18	TIE TACS	41.32		279566		D N	SUBSISTENCE OF P	101.42412.0227
US BANK 000264								
53432 08/15/18	#162 GO IMP BOND-SC	500.00		5062879		D N	OTHER CHARGES	313.47100.0449
53432 08/15/18	#159 GO IMP BOND-SC	500.00		5068971		D N	OTHER CHARGES	311.47100.0449
53432 08/15/18	#161 GO IMP BOND-SC	500.00		5069030		D N	OTHER CHARGES	312.47100.0449
		1,500.00	*CHECK TOTAL					
	VENDOR TOTAL	1,500.00						
US BANK EQUIPMENT FINANC 003143								
53433 08/15/18	COPIER LEASE-AUG	153.61		362855827		D N	RENTS	101.42412.0440
53433 08/15/18	COPIER LEASE-AUG	144.97		362871162		D N	RENTS	651.48484.0440
53433 08/15/18	COPIER LEASE-AUG	340.00		363123050		D N	RENTS	101.41410.0440
53433 08/15/18	COPIER SCANNING SFTWRE	105.00		363634130		D N	SUBSCRIPTIONS AN	101.41410.0443
		743.58	*CHECK TOTAL					
	VENDOR TOTAL	743.58						
USA BLUE BOOK 001258								
53434 08/15/18	WADERS	216.95		638080		D N	SUBSISTENCE OF P	651.48485.0227
UVEON TECHNOLOGIES LLC 002968								
53435 08/15/18	UV SYSTEM-PARTS	1,330.00		409		D N	MTCE. OF EQUIPME	651.48484.0224
VERIZON WIRELESS 002915								
53436 08/15/18	CELL PHONE USAGE-JUN	2,988.34		9810564192		D N	COMMUNICATIONS	101.41409.0330
VFW 002416								
53437 08/15/18	CONVENTION BOOKLET AD	175.00		080218		D N	OTHER CHARGES	208.45008.0449
VIKSE/JEROME .02461								
53438 08/15/18	REFUND SHELTER DEPOSIT	50.00		080918		D N	DEPOSITS	101.230000
VRUWINK/PAM 003194								
53439 08/15/18	CRDT CARD RECEIPT TAPE	60.87		080918		D N	OFFICE SUPPLIES	101.45437.0220
WALLACE/TIMOTHY 002971								
53440 08/15/18	CELL PHONE INVEST. TRNG	46.78		081318		D N	TRAVEL-CONF.-SCH	101.42411.0333
WELLS FARGO .01952								
53441 08/15/18	ADMIN SUBPOENA-18009250	84.00		20180681		D N	PROFESSIONAL SER	101.42411.0446

VENDOR NAME AND NUMBER / CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
WEST CENTRAL COMMUNICATI 000796												
53442 08/15/18	RADIO REPAIR-PARTS	63.50		086300S			D	N			MTCE. OF EQUIPME	101.42411.0224
53442 08/15/18	RADIO REPAIR-PARTS	93.75		086300S			D	N			OTHER SERVICES	101.42411.0339
		157.25	*CHECK TOTAL									
	VENDOR TOTAL	157.25										
WEST CENTRAL INDUSTRIES 000801												
53443 08/15/18	LAWN MTCE 07/05/18	60.00		3034			D	N			MTCE. OF OTHER I	101.45437.0336
53443 08/15/18	LAWN MTCE 07/12/18	60.00		3034			D	N			MTCE. OF OTHER I	101.45437.0336
53443 08/15/18	LAWN MTCE 07/26/18	60.00		3034			D	N			MTCE. OF OTHER I	101.45437.0336
53443 08/15/18	CLEANED STADIUM-JUL	2,298.79		3116			D	N			CLEANING AND WAS	101.43425.0338
		2,478.79	*CHECK TOTAL									
	VENDOR TOTAL	2,478.79										
WEST CENTRAL PRINTING 000803												
53444 08/15/18	SEARCH WARRANT FORMS	93.55		20612			D	N			OFFICE SUPPLIES	101.42411.0220
WILLMAR CHAMBER OF COMME 000812												
53445 08/15/18	DIRECTOR SALARY	4,744.26		STMT/7-18			D	N			SALARIES-REG. EM	208.45005.0110
53445 08/15/18	ASSISTANT SALARY	2,585.44		STMT/7-18			D	N			SALARIES-REG. EM	208.45005.0110
53445 08/15/18	FICA & INSURANCE	1,699.71		STMT/7-18			D	N			EMPLOYER PENSION	208.45005.0113
53445 08/15/18	IRA CONTRIBUTION	219.89		STMT/7-18			D	N			EMPLOYER PENSION	208.45005.0113
53445 08/15/18	PHOTO COPIES-JUL	27.60		STMT/7-18			D	N			OFFICE SUPPLIES	208.45005.0220
53445 08/15/18	PAYROLL/FLEX FEE	49.63		STMT/7-18			D	N			OTHER SERVICES	208.45005.0339
53445 08/15/18	OFFICE RENT-JUL	689.06		STMT/7-18			D	N			RENTS	208.45005.0440
53445 08/15/18	MAIL PICKUP-JUL	50.00		48355			D	N			POSTAGE	208.45005.0223
53445 08/15/18	INTERNET 06/18-07/17	41.70		48355			D	N			COMMUNICATIONS	208.45005.0330
53445 08/15/18	MANAGED IT 06/12-07/11	66.72		48355			D	N			COMMUNICATIONS	208.45005.0330
		10,174.01	*CHECK TOTAL									
	VENDOR TOTAL	10,174.01										
WINDSTREAM 002100												
53446 08/15/18	PHONE SERV-JUL	64.64		STMT/7-18			D	N			COMMUNICATIONS	101.45433.0330
53446 08/15/18	PHONE SERV-JUL	248.45		STMT/7-18			D	N			COMMUNICATIONS	101.41409.0330
53446 08/15/18	PHONE SERV-JUL	155.12		STMT/7-18			D	N			COMMUNICATIONS	230.43430.0330
53446 08/15/18	PHONE SERV-JUL	86.49		STMT/7-18			D	N			COMMUNICATIONS	651.48484.0330
		554.70	*CHECK TOTAL									
	VENDOR TOTAL	554.70										
WITMER PUBLIC SAFETY GRO 003291												
53447 08/15/18	RIT BAGS	269.99		E1743190.001			D	N			SMALL TOOLS	101.42412.0221
53447 08/15/18	NAVY TROUSERS	56.01		E1743190.001			D	N			SUBSISTENCE OF P	101.42412.0227
53447 08/15/18	2 HELMETS WITH VISORS	430.08		E1748626			D	N			SUBSISTENCE OF P	101.42412.0227
		756.08	*CHECK TOTAL									
	VENDOR TOTAL	756.08										
3D SPECIALITIES INC 002726												
53448 08/15/18	SIGN ANCHORS	540.14		203782			D	N			MTCE. OF OTHER I	101.43425.0226

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
5 STAR WALT'S LLC 000790													
53449	08/15/18	FUEL FOR GENERAL PURPOSE	30.25		07/01/4133		D	N				MOTOR FUELS AND	101.42412.0222

VENDOR NAME AND NUMBER / CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
REPORT TOTALS:		949,821.87						

RECORDS PRINTED - 000505

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	463,893.48
208	CONVENTION & VISITORS BUREAU	12,093.46
230	WILLMAR MUNICIPAL AIRPORT	4,579.53
311	D.S. - 2011 BOND	500.00
312	D.S. - 2012 BOND	500.00
313	D.S. - 2013 BOND	500.00
350	RICE HOSPITAL DEBT SERVICE	350.00
418	S.A.B.F. - #2018	160,164.80
432	C.P. - WASTE TREATMENT	138.00
438	C.P.-R22 REFRIGERATION 2018A	2,149.88
450	CAPITAL IMPROVEMENT FUND	192,778.66
497	S.A.B.F. - #2017	4,607.50
651	WASTE TREATMENT	107,324.56
899	DONATION FUND (AGENCY)	242.00
TOTAL ALL FUNDS		949,821.87

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	949,821.87
TOTAL ALL BANKS		949,821.87

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: August 20, 2018
From: Sarah J. Anderson, Planner	Subject: Public hearing on rezone Ordinance

AGENDA ITEM: Public Hearing on an Ordinance to rezone land from R-2 (One- and Two- Family Residential) to G/I (Government/Institution)

INTRODUCTION/REQUEST: Steve Masseth, representative for Community Christian School, Willmar, MN, is the applicant requesting the rezone. The intended use of the properties is the continued use of a private school.

HISTORY: The parcels have historically been zoned R-2. As the school board discusses future options, it was staff's recommendation to pursue a rezone to reflect the actual use of the property. The school, located on 19th Ave SW, is surrounded by other limited business uses and some residential to the north.

CURRENT CIRCUMSTANCE: Planning Commission held a public hearing on the matter on July 18, 2018, and they approved the request as presented. Community Christian School is the current owner. There are no current plans for changes to the property other than a new sign to fit in with the Willmar Public Schools sign upgrades. The rezone was introduced to Council on August 6, 2018.

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

ISSUES: N/A

FINANCIAL IMPACT: N/A

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

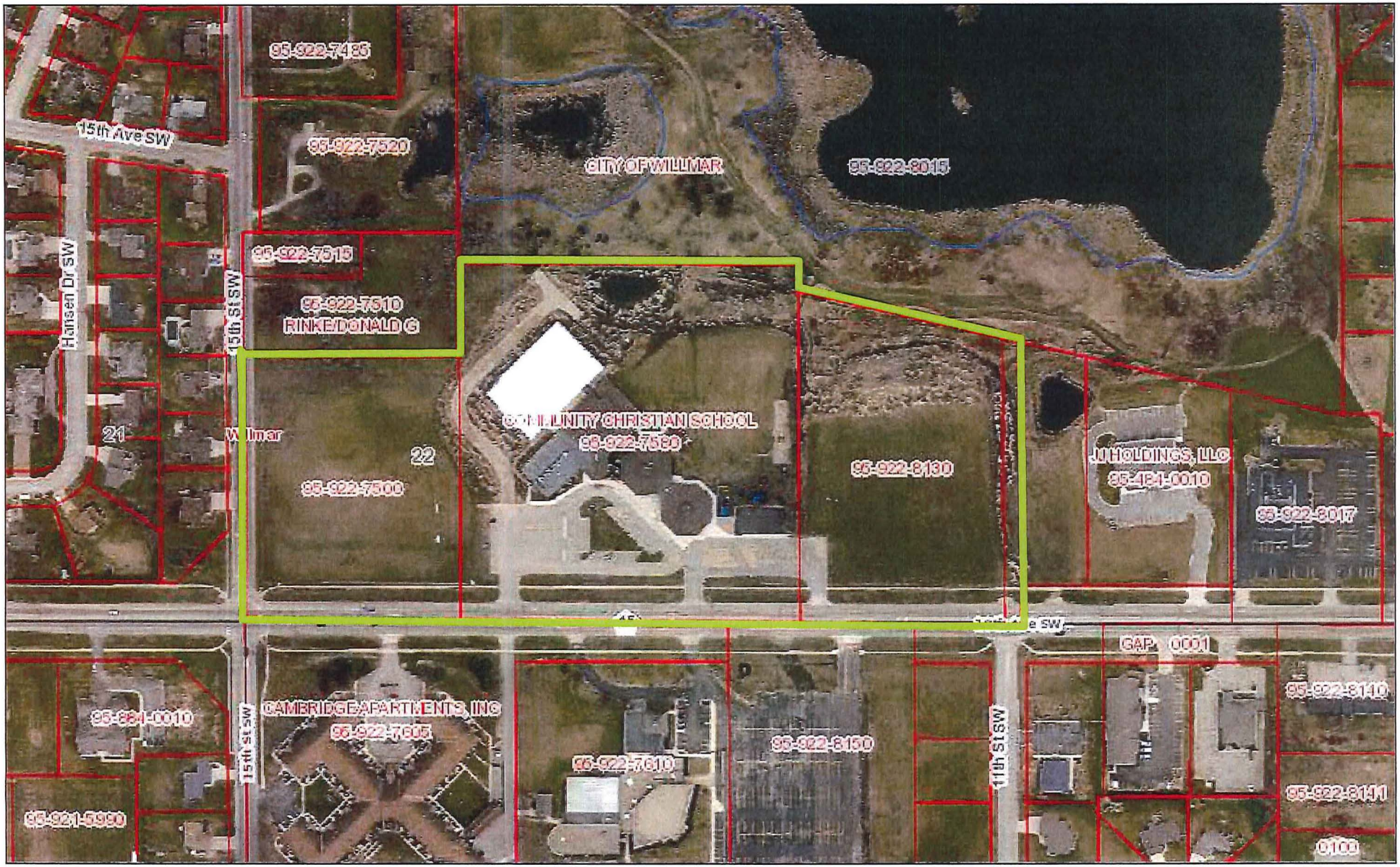
RECOMMENDED MOTION: Adopt the Ordinance, assign it a number, and publish it.

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

WORK SESSION DATE: N/A

COUNCIL MEETING DATE: Public Hearing August 20, 2018

Community Christian School Rezone Location



June 29, 2018

1:4,514

0 0.0375 0.075 0.15 mi

0 0.05 0.1 0.2 km

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

ORDINANCE NO. _____

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

The City of Willmar does ordain as follows:

SECTION 1. Zoning Change. The Zoning Ordinance and Zoning Map for the City of Willmar are hereby amended to rezone the following property from R-2 One- and Two-Family Residential to G/I Government/Institution:

The West 412.5 feet of South 514 feet as measured perpendicular to the South line thereof of the Southwest ¼ of the Northwest ¼, Section 22, Township 119, Range 35

AND

The South 694 feet of the East 650 feet of the West 1062.5 feet of the Southwest ¼ of the Northwest ¼, Section 22, Township 119, Range 35 (1300 19th Ave SW)

AND

That part of Northwest ¼ described as follows: beginning at a point on the South line of the Northwest ¼ 1062.5 feet East of the Southwest corner; then North 642.58 feet; then South 77*07'18" East to a point on a line running North/South and 390.33 feet East of point of beginning; then South on said North/South line to point on the South line of the Northwest ¼; then West to the point of beginning

AND

Commencing at center of Section 22, then West 528 feet to point of beginning, then North 407.66 feet, then North 77*07'18" to point on a line 649.5 feet West of point of beginning, then South to a point on South line of Norhtwest ¼, then East to the point of beginning, excluding the East 615.56 feet of the property thereof

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

This Ordinance introduced by Council Member: Christianson

This Ordinance introduced on: August 6, 2018

This Ordinance published on: August 10, 2018

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	Date: August 20, 2018
From: Judy R. Thompson City Clerk	Subject: Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges

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

INTRODUCTION/REQUEST: Set a Public Hearing for 7:01 p.m. on September 4, 2018, for the Unpaid Weed/Grass Mowing Removal Charges

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

Notice will be given that the City Council of the City of Willmar, Minnesota, will meet on the 4th day of September 2018, at 7:01 p.m. to consider objections to the proposed assessment for the mowing cost incurred on the below-listed property owners.

95-260-0010	John Allinder & Mary Mason	333 Robert Street SE	$196.15
95-090-1490	Myrna Diaz	1017 7th Street SW	$127.01
95-911-0560	Stephanie L. Nichols	1101 Lakeland Drive NE	$196.15
95-715-0080	Ernesto & Susana Nieto	2408 Williams Parkway SW	$280.57
95-250-0900	Shane M. Vanhove	936 3rd Street SE	$561.86
95-665-0240	Jennifer I. Warwick	1109 Olena Avenue SE	$127.01

CURRENT CIRCUMSTANCE: N/A

RECOMMENDATION: Set a Public Hearing for 7:01 p.m. on September 4, 2018, for the Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges

ISSUES: N/A

FINANCIAL IMPACT: $1,488.75

ALTERNATIVE: N/A

RECOMMENDED MOTION: Set a Public Hearing for 7:01 p.m. on September 4, 2018

REVIEWED BY: Ike Holland, City Administrator

WORK SESSION DATE:

COUNCIL MEETING DATE: August 20, 2018 ___**CONSENT AGENDA** _X_**AGENDA**

WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	**Date: August 20, 2018**
From: Judy R. Thompson **City Clerk**	**Subject: Special Assessment Hearing for Unpaid Nuisances In General Removal Charges**

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

INTRODUCTION/REQUEST: Set a Public Hearing for 7:02 p.m. on September 4, 2018, for the Unpaid Nuisances In General, Duties, Authority of Building Inspector Removal Charges

HISTORY: Pursuant to Willmar Municipal Code, Chapter 9, Article I concerning the removal of a hazardous building and the securing of a property, such work to be performed by the City or its agent, the costs thereof can be certified as a special assessment against the property concerned, and

Notice will be given that the City Council of the City of Willmar, Minnesota, will meet on the 4th day of September 2018, at 7:02 p.m. to consider objections to the proposed assessment for the removal of a hazardous building and the securing of a property on the below listed property owners.

95-820-0410	Gregory Alan Rush	629 7th Street NW	$845.07
95-390-0400	Mary R. Wallace	1405 12th Avenue NE	$458.78

CURRENT CIRCUMSTANCE: N/A

RECOMMENDATION: Set a Public Hearing for 7:02 p.m. on September 4, 2018, for the Special Assessment Hearing for Unpaid Nuisances In General Removal Charges

ISSUES: N/A

FINANCIAL IMPACT: $1,303.85

ALTERNATIVE: N/A

RECOMMENDED MOTION: Set a Public Hearing for 7:02 p.m. on September 4, 2018

REVIEWED BY: Ike Holland, City Administrator

WORK SESSION DATE:

COUNCIL MEETING DATE: August 20, 2018 **___CONSENT AGENDA** **_X_AGENDA**

WILLMAR

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council	**Date: August 20, 2018**
From: Bruce D. Peterson, Director of Planning and Development Services	**Subject: Transfer of property to State of Minnesota**

AGENDA ITEM: Consideration of Ordinance to transfer City owned property.

INTRODUCTION/REQUEST: The State of Minnesota is planning to build an adolescent mental health facility in the northern part of the community off of Transportation Drive. Funds for the facility were awarded in the 2018 bonding bill and construction is planned for 2019.

HISTORY: The City of Willmar acquired property in that part of the City years ago for a variety of purposes, including the construction of the Civic Center. Subsequent development in the area resulted in a road network that created a small severed parcel owned by the City (see the attachment for parcel map and legal description).

CURRENT CIRCUMSTANCE: The severed parcel owned by the City of Willmar is surrounded by property owned by the State of Minnesota. The State has requested that City convey the severed parcel to the State of Minnesota to be part of the mental health facility property. The request was reviewed and approved by the Planning Commission.

RECOMMENDATION: To introduce the ordinance for a public hearing to consider the transfer/sale of property to the State of Minnesota.

ISSUES: No issues have been identified.

FINANCIAL IMPACT: The proposal is to transfer the property to the State of Minnesota for $1.00.

ALTERNATIVE:
1. To proceed with the transfer.
2. Hold onto the property.

RECOMMENDED MOTION: To introduce an ordinance to consider the transfer/sale of property from the City of Willmar to the State of Minnesota to be considered in a public hearing to be held September 4, 2018.

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

WORK SESSION DATE: N/A

COUNCIL MEETING DATE: August 20, 2018

☐ **CONSENT AGENDA** ☒ **AGENDA**

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY TO THE STATE OF MINNESOTA

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

Section 1. AUTHORIZATION OF SALE. The Willmar City Council hereby authorizes the sale and conveyance of real property legally defined as:

See Exhibit A

to the State of Minnesota by quitclaim deed between the City and State of Minnesota for the consideration of $1.00.

Section 2. FINDINGS. The City Council finds that the conveyance of the Property on the terms set forth above is in the public interest to return the Property to productive use and to generate economic activity and thereby provide employment opportunities to citizens.

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

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

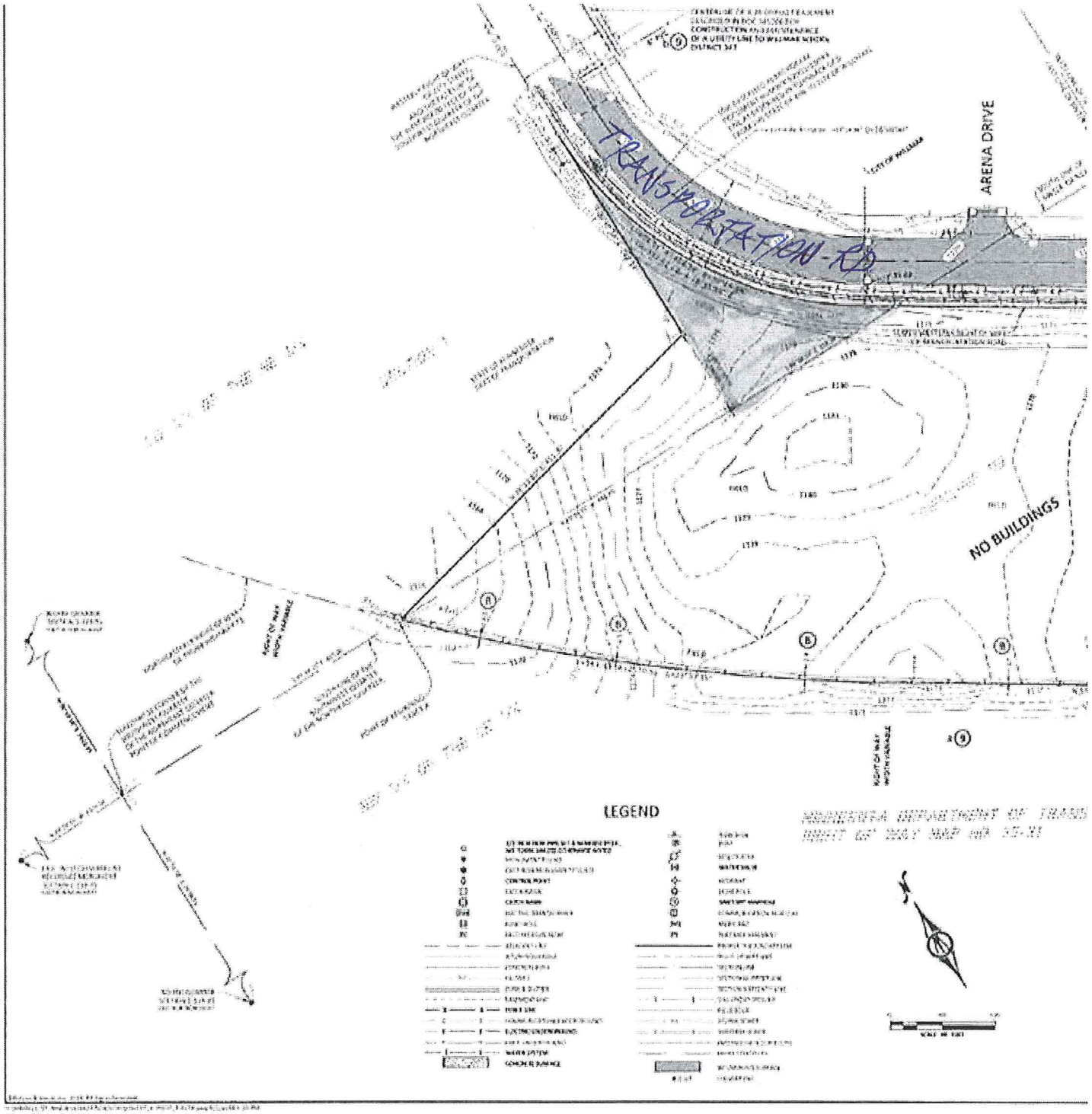
This Ordinance adopted on: _____

This Ordinance published on: _____

Proposed Description

That part of the Southwest Quarter of the Northeast Quarter of Section 1, Township 119 North, Range 35 West, Kandiyohi County, Minnesota, that lies east of the West 807 feet thereof and southwesterly of a line drawn parallel with and distant 50.00 feet southwesterly of the following described line, said line described in quit claim deed from the State of Minnesota to the City of Willmar recorded as Microfilm 6700:

From a point on the south line of said Section 1, distant 101.35 feet west of the south quarter corner thereof, run easterly on said south section line for 19.44 feet; thence deflect to the left on a 7 degree 00 minute 00 seconds curve (delta angle 57 degrees 42 minutes 30 seconds) for 824.4 feet; thence on tangent to said curve for 2174.16 feet; thence deflect to the left at an angle of 90 degrees 00 minutes 00 seconds for 50 feet to the point of beginning of Line 1 to be described; thence continue northwesterly on the last described course for 852.96 feet; thence deflect to the right on a 16 degree 00 minute 00 second curve (delta angle 57 degrees 25 minutes 02.9 seconds) for 358.86 feet; thence on a tangent to said curve for 2400 feet and there terminating



Roger F. Behrens, Esq.
Real Property Specialist
State of Minnesota | Department of Administration | Real Estate and Construction Services Division
50 Sherburne Avenue | Suite 309 | St. Paul, MN 55155
Voice: 651.201.2549 | Fax: 651.215.6245 | Email: roger.behrens@state.mn.us

DEPARTMENT OF ADMINISTRATION
REAL ESTATE & CONSTRUCTION

This correspondence is not intended to be contractual in nature. Until such time the parties have a written lease or lease amendment executed in accordance with Minn. Stat. §16C.05, subd. 2 or a purchase agreement for the disposition or acquisition of real property, it should not be assumed the parties have reached an agreement. Data contained in this email may be public.

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: August 20, 2018
From: Sarah J. Anderson, Planner	Subject: Introduction of rezone Ordinance

AGENDA ITEM: Introduction of an Ordinance to rezone land from Ag (Agriculture) to R-4 (Medium Density Multi-Family Residential)

INTRODUCTION/REQUEST: Willmar Redevelopment Company, LLC, Willmar, MN, is the applicant requesting the rezone, as they have a purchase agreement for the property. The intended use of the properties is expanded trailer park and multi-family housing.

HISTORY: The property has been crop land for some time.

CURRENT CIRCUMSTANCE: Planning Commission held a public hearing on the matter on August 15, 2018, and they approved the request as presented, as it is keeping with the intent of the Comprehensive Plan for this area to be expanded residential use.

RECOMMENDATION: Staff recommends that the Ordinance be introduced for a public hearing on September 4, 2018.

ISSUES: Additional Planning Commission permitting may be required, depending on the future use. For example, a Conditional Use Permit is required for an expanded mobile home park.

FINANCIAL IMPACT: Increased tax base.

ALTERNATIVES:
1. Not set the public hearing.
2. Delay action if the Council requires additional information.

RECOMMENDED MOTION: Set a public hearing on the Ordinance to rezone for the September 4, 2018 Council Meeting.

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

WORK SESSION DATE: N/A

COUNCIL MEETING DATE: Intro August 20, 2018; Public Hearing September 4, 2018

ORDINANCE NO. _____

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

The City of Willmar does ordain as follows:

SECTION 1. Zoning Change. The Zoning Ordinance and Zoning Map for the City of Willmar are hereby amended to rezone the following property from Ag Agriculture to R-4 Medium Density Multi-Family Residential:

North 1655 feet of Northwest ¼ excluding the west 40 acres thereof, Section 12, Township 119, Range 35.

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

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

Willmar Redevelopment Co Rezone Location

July 31, 2018

1:9,028

0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

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

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: August 20, 2018
From: Sarah J. Anderson, Planner	Subject: Introduction of an Ordinance

AGENDA ITEM: Introduction of an Ordinance replacing Ordinance No. 2.023 known as the Subdivision Ordinance of the City of Willmar

INTRODUCTION/REQUEST: At the beginning of 2018, staff brought to the Planning Commission's attention the need to update the Subdivision Ordinance. This Ordinance establishes regulations for the subdivision and platting of land within the City of Willmar, defining requirements for the preparation of plats, installation of improvements, park and open space dedication, approval and recording of plats, and penalties for violation of the Ordinance.

HISTORY: The Subdivision Ordinance was last adopted in 1964. Procedures and language from the Ordinance are outdated and new practices need to be added.

CURRENT CIRCUMSTANCE: After many rounds of revisions and review, staff has completed the Subdivision Ordinance to replace Ordinance No. 2.023. A section regulating Park Land Dedication and procedures regulating Minor Subdivisions have been added. In addition to Planning Commission and staff review, the City Attorney and local surveyors have reviewed the document. Planning Commission held a public hearing on the matter August 15, 2018, and they approved the Ordinance as presented.

RECOMMENDATION: Staff recommends the Ordinance be introduced for a public hearing at the September 4, 2018 City Council Meeting.

ISSUES: N/A

FINANCIAL IMPACT: The new Ordinance increases subdivision and platting fees to better cover the City's costs for this process and added in specific park dedication fee requirements for future subdivisions.

ALTERNATIVES:

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

RECOMMENDED MOTION: Motion to introduce the Ordinance and set a public hearing for the September 4, 2018 Council Meeting.

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

WORK SESSION DATE: N/A

COUNCIL MEETING DATE: Intro August 20, 2018 & Public Hearing September 4, 2018

CITY OF WILLMAR
REGULATIONS FOR THE SUBDIVISION AND PLATTING OF LAND WITHIN THE CITY OF WILLMAR

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING REGULATIONS FOR THE SUBDIVISION AND PLATTING OF LAND WITHIN THE CITY OF WILLMAR, DEFINING CERTAIN TERMS USED THEREIN; PROVIDING FOR THE PREPARATION OF PLATS; PROVIDING FOR THE INSTALLATION OF STREETS AND OTHER IMPROVEMENTS; PROVIDING FOR THE DEDICATION OF CERTAIN LAND FOR PARKS AND PLAYGROUNDS; ESTABLISHING PROCEDURES FOR THE APPROVAL AND THE RECORDING OF PLATS AND PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE.

THE CITY OF WILLMAR DOES ORDAIN:

SECTION 1
SHORT TITLE

This Ordinance shall be known as the "SUBDIVISION ORDINANCE OF THE CITY OF WILLMAR", and will be referred to herein as "this Ordinance".

SECTION 2
GENERAL PROVISIONS

A. Purpose.

This Ordinance is enacted pursuant to the authority contained in Minnesota Statute Chapters 505 and 462 for the following purposes:

1. To protect and provide for the public health, safety, and general welfare of the City.

2. To harmonize the subdivider's interests with those of the City at large.

3. To protect existing and future investments and property values.

4. To establish reasonable standards of design and procedures for subdivisions and re-subdivisions, in order to further the orderly layout and use of land and to ensure proper legal descriptions and monumenting of subdivided land.

5. To provide the most beneficial relationship between the use of land and the circulation of traffic throughout the city.

6. To provide for open spaces through the most efficient plat design and layout, while respecting the density of land developed in accordance with the Zoning Ordinance.

7. To prevent the pollution of air, streams, and lakes, and to encourage the wise use and management of natural resources in order to preserve the integrity, stability, and beauty of the City.

8. To provide consistency with the purpose and intent of the Comprehensive Plan, Municipal Code, and land use ordinances.

B. Jurisdiction.

The regulations herein governing plats and the subdivision of land shall apply within the corporate limits of the City. These regulations may be applied outside corporate limits, as provided for under Minn. Stat. Ch. 462, pursuant to a duly adopted resolution of the City Council.

C. Application of Ordinance.

The regulations contained herein shall apply to the subdivision of a lot, tract, or parcel of land into two or more lots, tracts, or other division of land, including the resubdivision of land or lots. All subdivisions shall be prepared, presented for approval, and recorded as required in this Ordinance, unless exempted as follows:

1. Divisions of land into tracts larger than two and one half (2 ½) acres in area and one hundred fifty (150) feet in width, where no new street is involved.

2. Boundary line corrections.

3. Subdivisions required by court order.

4. The creation of cemetery plots.

A Certificate of Survey is required for exemptions 1-3, and shall be reviewed by City Staff prior to recording.

D. Approvals Necessary for Acceptance of Subdivision Plats.

Before any plat shall be recorded or be of any validity, it shall have been approved by the City Planning Commission and by the City Council of Willmar, as having fulfilled the requirements of this Ordinance, unless the Commission's denial was overridden by the City Council in conformity with the requirements of the City Charter.

E. Applicable Findings.

In reviewing major or minor subdivision applications under this Ordinance, the Planning Commission and City Council shall consider all aspects of the proposed subdivision; particular attention shall be paid to the width and location of streets, sidewalks, suitable sanitary utilities,

surface drainage, lot sizes and arrangements, as well as requirements such as parks and playgrounds, schools, recreation sites, and other public uses when applicable. All of the following findings shall be made prior to the approval of a subdivision:

1. All the applicable provisions of the Municipal Code and Ordinances are complied with, including, but not limited to, the Zoning and Stormwater Ordinances.

2. There is no factual demonstration of a substantial/appreciable negative impact to the present and potential surrounding land uses.

3. The area surrounding the subdivision can be planned and developed in coordination and compatibility with the proposed subdivision.

4. The subdivision is consistent with the City Comprehensive Plan.

5. The subdivision preserves and incorporates the site's important existing natural, scenic, and historical features to the greatest extent possible.

6. All land intended for building sites can be used safely without endangering the residents by peril from floods, erosion, continuously high water table, severe soil conditions or other menace.

7. The subdivision can feasibly be served with public facilities, infrastructure, and services, and the developer will satisfy this Ordinance's requirements for the construction of such public facilities and infrastructure.

F. Definitions.

For the purpose of this Ordinance, certain words and terms are hereby defined as follows:

1. **Block** - An area of land within a subdivision that is entirely bounded by streets or by streets and the exterior boundary of boundaries of the subdivision, or a combination of the above with a river, lake or railroad right-of-way.

2. **Building Permit** - A permit issued by an authorized official of the City to an agent or an owner of land granting lawful authority to build, repair, alter, or reconstruct buildings, structures, or improvements, as required under the City's Building Code.

3. **Certificate of Survey** – A certified survey supplied by a Land Surveyor registered in the State of Minnesota required for divisions of land in the City that are exempted in this Ordinance.

4. **City** - The City of Willmar, Minnesota.

5. **City Council** - The governing body of the City of Willmar.

6. **City Engineer** - The professional engineer designated by the Council.

7. **Comprehensive Plan** - The Willmar community's formal expression of social and economic goals portrayed graphically and in writing, showing the community's desirable future development, the projected uses of private land, and the general location and extent of proposed public facilities, as the same may be updated and amended from time to time.

8. **County** – Kandiyohi County, Minnesota.

9. **Deflection Angle** - The angle between a line and the prolongation of the preceding line.

10. **Design Standards** - The specifications to land owners or subdividers for the preparation of plats, both preliminary and final, indicating among other things, the optimum, minimum or maximum dimensions of such items as right of way, blocks, easements and lots.

11. **Easement** - A grant by a property owner of an interest in such property for the use of land for the purpose of constructing and maintaining any public utilities, storm drainage ways, ponding area, walkways, roadways or other uses as specified in the legal instrument creating the interest.

12. **Horizontal Curve** - The circular curve connecting two lines at tangent points.

13. **Lot** - A parcel of land described by metes and bounds, registered land survey, or plat intended for building development, ~~or for~~ transfer, or ownership.

14. **Owner** - Includes the plural as well as the singular, and where appropriate shall include a natural person, partnership, firm, association, public or quasi-public corporation, private corporation, or a combination of any of them who owns an interest in real property.

15. **Parks & Playgrounds** - Public lands and open spaces in the City of Willmar dedicated or reserved for recreation, open space, or conservation purposes.

16. **Percentage of Grade** - The distance vertically (up or down) from the horizontal in feet and tenths of a foot for each one hundred feet of horizontal distance.

17. **Pedestrian Way** - A public or private right of way across a block or within a block to provide access, to be used by pedestrians and which may be used for the installation of utility lines.

18. **Planned Unit Development** - An area of land, to be developed as a single cohesive development so as to encourage residential, commercial and industrial developments offering greater creativity and flexibility in site plan design which promotes the purposes of the City Comprehensive Plan and Zoning Ordinance but which does not necessarily

correspond in lot size, bulk, or type of dwelling or commercial or industrial use density, lot coverage and open space to the regulations established in any one district.

19. **Planning Commission -** The Planning Commission of the City of Willmar.

20. **Plat** - The drawing, map, or representation on paper of a piece of land subdivided into lots, parcels, tracts, or blocks, including streets, commons, and public grounds, if any, drawn to scale and complete will all irrevocable offers of dedication, pursuant of Minn. Stat. Ch. 505, and this Ordinance.

    a. **Final Plat -** A drawing or map of a subdivision prepared by a Land Surveyor registered in the State of Minnesota, meeting all the requirements of the City, Minnesota State Statutes, and in such form as required by the County for purposes of recording.

    b. **Preliminary Plat -** A tentative drawing or map of a proposed subdivision meeting all requirements of the City as stated this Ordinance.

21. **Protective Covenants -** Contracts made between private parties as to the manner in which land may be used, with the view to protecting and preserving the physical and economic integrity of any given area.

22. **Right-of-Way (r/w)** – That portion of a dedicated street, avenue, or other public way lying between its outer boundaries, and within which public streets, boulevards, tree plantings, sidewalks, and utilities may be located.

23. **Street -** A public right of way providing primary access by pedestrians and vehicles to abutting properties, whether designated as a roadway, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, place or however otherwise designated.

    a. **Alley -** A public right of way which affords a secondary means of access to abutting property.

    b. **Boulevard** – The area of street right-of-way between the curbline and the property line.

    c. **Collector Street -** Those that carry traffic from minor streets to the major system of thoroughfares and highways, including the principal entrance streets of residential districts.

    d. **Cul-de-sac -** Minor streets with only one outlet and having an appropriate terminal for the safe and convenient reversal of traffic movement.

    e. **Local or Minor Streets -** Those which are used primarily for access to abutting properties.

f. **Frontage or Marginal Access Streets -** Those which are parallel and adjacent to thoroughfares and highways; and which provide access to abutting properties and protection from through traffic.

g. **Arterial Streets -** (Primary and Secondary) Those which are used primarily for heavy traffic, and serving as an arterial traffic way between the various districts of the community.

h. **Street Width -** The shortest distance between lines of lots delineating the street right of way.

24. **Subdivision -** A described tract of land which is to be or has been divided into two or more lots or parcels, any of which resultant parcels is less than two and one half acres in area or less than 150 feet in width, for the purpose of transfer of ownership, building development, or tax assessment purposes. The term includes resubdivision, and, where it is appropriate to the context, relates either to the process of subdividing or to the land subdivided.

a. **Minor Subdivision** – A subdivision of land that results in no more than four (4) parcels, and meets all requirements of Section 3.A.1 of this Ordinance.

b. **Major Subdivision** – A subdivision of land that does not qualify as a Minor Subdivision.

25. **Tangent -** A straight line which is perpendicular to the radius of a curve where a tangent meets a curve.

26. **Vertical Curve -** The surface curvature on a street center line located between lines of different percentage of grade.

27. **Zoning Administrator** – The Zoning Administrator of the City of Willmar.

SECTION 3
PROCEDURE

A. Minor Subdivision.

1. *Qualifications.* A subdivision shall meet the following conditions to qualify as a minor subdivision, and shall be subject to the Planning Commission's review and approval pursuant to this Section:

a. The subdivision results in not more than four (4) lots or parcels.

b. All utilities and easements are provided.

c. Design standards and minimum lot area and width are met.

d. No new or changes to current streets, utilities, or easements are required, except for the requirements in Section 6.D.1&5 (municipal utility and tree planting easements).

e. The plat does not abut or contain a wetland, lake, state highway, country road or highway, or county state-aid highway.

f. No nonconformity is created or expanded.

2. *Procedure.* Before dividing or combining any tracts(s) of land that qualify as a minor subdivision, the procedure set forth in this section shall be followed:

a. A preliminary plat (consistent with the requirements in Section 4), application, applicable fees, and such other information as the Zoning Administrator shall require to review the proposed minor subdivision shall be submitted to the Zoning Administrator at least fourteen (14) days prior to the Planning Commission meeting at which the same shall be considered. However, the Planning Commission, whenever it deems appropriate, may require a major subdivision plat procedure. The Zoning Administrator shall review the minor subdivision application materials for completeness, and if it is determined additional information is necessary to complete the application, shall return the application to the applicant with a description of the additional information needed. Once the application is determined to be complete, the Zoning Administrator shall review the minor subdivision application, and prepare a report thereon setting out whether or not the plat meets requirements of state and federal law, City ordinances, and the City of Willmar Comprehensive Plan. The plat may be sent to Willmar Municipal Utilities, the Willmar Fire Chief/Marshall, City Engineering/Public Works, City Attorney, and others as necessary for comment and review. The Zoning Administrator shall present said report, together with recommendations, to the next meeting of the Commission following its filing as set forth above.

b. Upon the Zoning Administrator's determination that the minor subdivision application is complete, the Planning Commission shall consider the minor subdivision at the meeting at which it is submitted, and may consider the same at future special or regular meetings as it shall determine necessary.

c. A public hearing may be held on the minor subdivision as the Planning Commission shall determine necessary. Such hearing, if conducted, shall be held following publication of notice of the time and place thereof in the official newspaper and to property owners residing within three hundred and fifty (350) feet of the subject property. Such notices shall be sent by the Zoning Administrator, and addresses taken from current county tax records shall be deemed sufficient for such notification. Said notice shall not be less than ten (10) days nor more than thirty (30) days prior to the public hearing.

d. The Planning Commission shall have the authority to approve or deny the minor subdivision, to approve it with conditions attached, or to table it until and unless certain conditions are first complied with, provided that if further action is not taken by the subdivider within a period of three (3) months from the date of such decision, the minor subdivision shall be deemed to be disapproved.

e. The Planning Commission may impose additional reasonable conditions of approval as it determines appropriate based on the circumstances of the minor subdivision, including, without limitation, that the City's actual cost to review the minor subdivision plat application be reimbursed by the subdivider; that an irrevocable letter of credit or other accepted means of security be submitted to secure any portion of applicable park dedication fees for which payment will be delayed pursuant to Section 8.F of this Ordinance; and that the final plat conform to the requirements of Minn. Stat. Ch. 505 and be in a form recordable in the Office of the County Recorder.

f. A final decision to approve the minor subdivision by the Planning Commission shall be determined by motion; however, a decision to deny the minor subdivision shall be made by written resolution setting forth the basis for the denial. The Planning Commission's final action shall be communicated to the subdivider by the Zoning Administrator.

g. The subdivider shall submit one (1) digital copy of the final plat (consistent with the requirements in Section 5) to the Zoning Administrator for filing and to assure all terms of the Commission's approval have been met prior to recording the plat with the County.

h. The subdivider shall record the minor subdivision final plat approved by Staff within six (6) months of the Planning Commission approval date. The subdivider shall provide the City with one (1) copy of the Mylar showing evidence of recording. If the plat is not recorded within the time given, the Commission may extend the time period of approval for not more than six (6) months.

i. If the minor subdivision plat is approved, the Planning Commission chairman and secretary and the City Council Mayor and City Clerk shall sign the same when the recordable copies are presented for signatures.

B. Major Subdivision.

1. *Preliminary Plat.* Before dividing or combining any tract(s) of land in a way that does not qualify as a minor subdivision, the procedure set forth in this section shall be followed. A preliminary plat application shall be approved or denied by the Planning Commission and City Council within 120 days of the date a complete preliminary plat application was received by the Zoning Administrator, unless the City and the applicant have agreed to an extension. The Planning Commission may consolidate its review and consideration of the preliminary and final plats into one process.

a. Submittal to the Planning Commission.

(1.) A preliminary plat (consistent with the requirements in Section 4), application, applicable fees, and such other information as the Zoning Administrator shall require to review the proposed preliminary plat shall be submitted to the Zoning Administrator at least thirty (30) days prior to the Planning Commission meeting at which the same shall be considered. The Zoning Administrator shall review the preliminary plat application materials for completeness, and if it is determined additional information is necessary to complete the application, shall return the application to the applicant with a description of the additional information needed. Once the application is determined to be complete, the Zoning Administrator shall review the preliminary plat, and prepare a report thereon setting out whether or not the plat meets requirements of the state and federal law, City Ordinances, and the City of Willmar Comprehensive Plan. The plat may be sent to Willmar Municipal Utilities, the Willmar Fire Chief/Marshall, City Engineering/Public Works, City Attorney and others as necessary for comment and review. Should a plat abut or contain a wetland, lake, state highway, county road or highway, or county state-aid highway, then the Zoning Administrator shall promptly forward a copy of the proposed plat to the appropriate state agency or the County for comment and review thereon within thirty (30) days. All comments on the proposed plat received from any state or county agencies shall be included in the Zoning Administrator's report to the Planning Commission. The Zoning Administrator shall present said report, together with recommendations, to the next meeting of the Commission following its filing as set forth above.

(2.) Upon the Zoning Administrator's determination that the preliminary plat application is complete, the Planning Commission shall consider the plat at the meeting at which it is submitted, and may consider the same at future special or regular meetings as it shall determine necessary.

(3.) A public hearing shall be held on all major subdivision applications prior to preliminary plat approval within sixty (60) days of filing. The hearing shall be held following publication of notice of the time and place thereof in the official newspaper and to property owners residing within three hundred and fifty (350) feet of the subject property. Such notices shall be sent by the Zoning Administrator, and addresses taken from current county tax records shall be deemed sufficient for such notification. Said notice shall not be less than ten (10) days nor more than thirty (30) days prior to the public hearing.

(4.) The Planning Commission shall approve or deny the preliminary plat, approve it with conditions attached, or table it until and unless certain conditions are first complied with, provided that the Commission must make its final decision within sixty (60) days of the date a complete preliminary plat application

was received by the Zoning Administrator unless an extension is agreed to by the applicant.

(5.) If the proposed subdivision will involve construction of public improvements, the Commission may make a condition of approval that the subdivider enter into a development agreement in a form satisfactory to the City that addresses the manner in which such public improvements will be constructed and financed pursuant to the requirements of this Ordinance. The Commission may impose additional reasonable conditions of approval as it determines appropriate based on the circumstances of the subdivision, including, without limitation, that the City's actual cost to review the major subdivision plat application be reimbursed by the subdivider; that an irrevocable letter of credit or other accepted means of security be submitted to secure any portion of applicable park dedication fees for which payment will be delayed pursuant to Section 8.F of this Ordinance; and that the final plat conform to the requirements of Minn. Stat. Ch. 505 and be in a form recordable in the Office of the County Recorder.

(6.) A final decision to approve the preliminary plat by the Planning Commission may be made by motion; however a decision to deny the preliminary plat shall be made by written resolution setting forth the basis for the denial. The final action shall be communicated to the subdivider by the Zoning Administrator, and the Commission's decision shall be forwarded to the City Council with data as applicable.

b. Submittal to the City Council.

(1.) Upon the approval by the Planning Commission, or in the event the Planning Commission shall fail to act within the time required above, the preliminary plat shall come before the City Council for review.

(2.) The Council may hold public hearings on the plat as it shall determine, and upon such, notice shall be provided.

(3.) The Council shall have authority to approve, deny, modify, or amend the decision of the Planning Commission, and it may refer the same to the Planning Commission for further study with or without directions. A referral to the Planning Commission shall not be deemed a final action thereon by the City Council, and the Planning Commission shall report back thereon no later than thirty (30) days following the council meeting at which it was referred. The City Council may impose additional reasonable conditions of approval as it determines appropriate based on the circumstances of the subdivision, including, without limitation, any conditions imposed by the Planning Commission under this Section.

(4.) A final decision to approve the preliminary plat by the City Council may be made by motion; however, a decision to deny the preliminary plat shall be made by written resolution setting forth the basis for the denial.

(5.) The approval of the preliminary plat shall not constitute an acceptance of the subdivision, but it shall be deemed to be an authorization to proceed with the preparation of the final plat.

(6.) The approval of the preliminary plat by the City Council shall be effective for a period of one (1) year from the date of approval by the City Council.

(7.) The subdivider may file a final plat limited to such portion of the preliminary plat which the subdivider proposes to record and develop at the time, provided that such portion must conform to all requirements of this Ordinance. If some portion, or all, of the final plat has not been submitted to the Planning Commission for approval within the time hereinabove provided, a preliminary plat must again be submitted to the Planning Commission and the City Council for approval, unless the Commission and the Council extend the time period of preliminary approval, which extension shall be for not more than twelve (12) months.

2. *Final Plat.* After the preliminary plat has been approved, and the subdivider determines to proceed to secure approval of all or part thereof as a final plat, the procedure set forth in this section shall be followed. A final plat shall be approved or disapproved by the Planning Commission and City Council within 60 days of the date a complete final plat application evidencing satisfaction of all conditions of preliminary plat approval was received by the Zoning Administrator. If the preliminary and final plat approval process is consolidated, a final plat shall be submitted to the Zoning Administrator for filing and to assure all terms of the Commission's approval have been met prior to the recordable copies being presented for signatures.

a. <u>Submittal to Planning Commission.</u>

(1.) The final plat (consistent with the requirements in Section 5) shall be submitted to the Zoning Administrator at least fourteen (14) days prior to the Planning Commission meeting at which the same shall be considered. The Zoning Administrator shall review the final plat application materials for completeness, and if it is determined additional information is necessary to complete the application, shall return the application to the applicant with a description of the additional information needed. Once the application is determined to be complete, the Zoning Administrator shall prepare a report clearly stating whether or not the final plat is consistent with and satisfies all conditions of approval of the preliminary plat, and whether or not it conforms to the requirements of state and federal law, City ordinances, and the City of Willmar Comprehensive Plan. The

Zoning Administrator shall present said report, together with recommendations, to the next meeting of the Commission following its filing as set forth above.

(2.) The subdivider shall present with the plat to the Planning Commission an abstract of title, Title Opinion, or Certificate of Title, with an opinion of a duly licensed attorney at law certifying that the persons signing the plat are the only owners of interest, either as fee title owners, owners of less than fee, or as mortgagees or lien holders, of the land therein platted. The said attorney's opinion shall also contain a certification that the plat meets the requirements imposed by the laws of the State of Minnesota and the ordinances of the City of Willmar, provided, however, that with respect to the requirements of such laws and ordinances dealing with data and provisions of an engineering nature, it shall be sufficient if such opinion sets forth that the requirements of the laws and ordinances respecting questions of engineering, survey and similar technical data are considered to be within the province of the City Engineer and are not passed upon in the opinion.

(3.) The Planning Commission shall consider the final plat at the meeting at which it is submitted, and may consider it at such future special or regular meetings as it shall determine necessary.

(4.) The Planning Commission shall approve or deny the plat. If conditions required on the preliminary plat have not been met, all further action on the plat shall be suspended until the subdivider shall respond thereto, provided that if further action is not taken by the subdivider within a period of three (3) months from the date of such decision, the plat shall be deemed to be denied.

(5.) A final decision to approve the final plat by the Planning Commission shall be made by motion; however a decision to deny the plat shall be made by written resolution setting forth the basis for the denial. Final action shall be communicated to the subdivider by the Zoning Administrator, and Commission's decision shall be forwarded to the City Council, together with the plat and data as applicable.

(6.) If the Planning Commission approves the final plat, the chairman and the secretary shall sign the same when the recordable copies are presented for signatures.

b. Submittal to the City Council.

(1.) Upon the decision of approval or denial by the Planning Commission, or in the event the Planning Commission shall fail to act within the time required above, the final plat shall come before the City Council for review.

(2.) The Council may hold such public hearings on the final plat as it shall determine, and upon such, notice shall be provided.

(3.) If the Council is not satisfied with the final plat as presented, it may deny the same, set forth such conditions and requirements as it shall require to be fulfilled before the same is approved, or refer the same to the Planning Commission for such further action as it shall determine. Upon such referral, the Planning Commission shall act thereon at the next meeting and report back to the Council no later than thirty (30) days after the said action of the City Council, unless an earlier report is required for the City to satisfy the applicable time limit for final action on the final plat application, in which case the date by which such report is required shall be communicated to the Commission in the referral.

(4.) If the Council shall determine to approve the plat, it may do so by motion and the decision shall provide for the acceptance of all streets, alleys, easements or other public ways, parks, and other open spaces dedicated for public purposes. If the Council denies the plat, it shall do so by written resolution setting forth the basis for the denial.

(5.) If the Council shall determine to approve the plat notwithstanding disapproval of the same by the Planning Commission, it shall make such decision in conformity with the requirements of the City Charter for overruling the Planning Commission and such action shall be endorsed on the plat over the signature of the City Clerk.

(6.) The action of the City Council finally determining the matter shall be communicated by the Zoning Administrator to the subdivider, and if the plat be denied, a copy of the resolution denying the plat stating the reasons given by the Council for such denial shall be provided.

(7.) If the City Council approves the final plat, the Mayor and the City Clerk shall sign the same once the recordable copies are presented for signatures.

(8.) A paper copy of the Final Plat shall be supplied by the subdivider to the County for review prior to printing recordable copies of the plat.

(9.) If the final plat is approved by the City Council, or by act of law, the applicant shall record it with the County Recorder within one hundred eighty (180) days from final plat approval by the City Council, unless a time extension has been granted by the City Council following written application thereof by the subdivider made to the City at least thirty (30) days prior to the date of expiration. The subdivider shall provide the City with a copy of the plat showing evidence of recording. Failure to record the final plat within the one hundred eighty (180) day period shall render final plat approval by the City Council null and void, unless the City Council has granted an extension of time in which the final plat shall be recorded as provided in this paragraph. In the event that a final plat is not timely recorded, a new plat application and process shall thereafter be required. No changes, erasures, modifications or revisions shall be made in any final plat after

approval is given by the City Council and signing of the final plat by the Mayor and applicable City representatives.

SECTION 4
DATA REQUIRED FOR PRELIMINARY PLATS

A. Filing.

The owner or subdivider shall prepare and submit a preliminary plat, together with an application supplied by the Zoning Administrator, applicable fees, and such other information as the Zoning Administrator shall require to review the proposed application. Eight (8) small (11" x 17") and one (1) digital copy of a preliminary plat for any proposed minor subdivision or three (3) large (22" x 34"), five (5) small (11" x 17"), and one (1) digital copy of a preliminary plat for any proposed major subdivision shall be filed with the Zoning Administrator. Every preliminary plat shall contain the required data set forth in this section.

B. Identification and Description.

The following data regarding identification and description of the subdivision shall be provided:

1. Proposed name of subdivision, which name shall not duplicate or too closely approximate the name of any plat recorded in the County.

2. Location by section, township and range or by other legal description and a survey prepared and certified by a surveyor registered in the state of MN.

3. Names and addresses of the owner and subdivider having control of the lands included in the minor or major subdivision, the designer of the plat, and the surveyor.

4. Graphic scale, not less than one inch to one hundred feet.

5. North point.

6. Date of preparation.

C. Existing Conditions.

The following data regarding existing conditions shall be provided on the preliminary plat:

1. Boundary line survey, including measured distances and angles, certified by a licensed surveyor.

2. Total acreage in the subdivision computed to one hundredth of an acre.

3. Location, widths, and names of existing or platted streets or other public ways, parks, and other public open spaces, permanent buildings and structures, easements, and

section and corporate lines within the tract and to a distance of one hundred feet beyond the tract.

4. If the proposed subdivision is a re-arrangement or a replat of any former plat, the lot and block arrangement of the original plat along with its original name shall be indicated by dotted or dashed lines. Also, any revised or vacated roadways of the original plat shall be so indicated.

5. For major subdivisions only, the location and size of existing paved streets, railroads, sewers, water mains, quarried gravel pits, culverts, or other underground facilities within the tract. Also such data as grades, invert elevations and location of catch basins, manholes and hydrants.

6. Boundary lines of adjoining platted or unplatted land within one hundred feet of the tract.

7. Topography at contour intervals not greater than two feet, water courses, marshes, rock outcrops, Ordinary High Water level (OHW) on water bodies that the DNR has determined an elevation, and other significant features superimposed on the preliminary plat.

8. Any additional information as requested by the Zoning Administrator.

D. Proposed Development Design.

The following data regarding proposed development design features of the subdivision shall be provided:

1. For major subdivisions only, the layout of proposed streets, showing right-of-way widths and proposed names of streets. The name of any street similar to or heretofore used in the City of Willmar shall not be permitted unless the proposed street is an extension of an already named street in which even the names all be used. All street names shall be subject to the approval of the Planning Commission.

2. Locations and widths of alleys, pedestrian ways, and utility and drainage easements.

3. For major subdivisions only, the proposed center line grades of all new streets, and alleys, if any. A complete set of profiles showing both existing and proposed grade lines shall be provided if deemed necessary by the City Engineer.

4. Layout, numbers, approximate dimensions, and size of lots and the number of each block, all of which shall be clearly shown.

5. Layout of building envelopes for lots.

6. Location and size of the proposed parks, playgrounds, churches, or school sites or other special uses of land to be considered for dedication to public use, or to be reserved by deed or covenant for the use of all property owners in the subdivision and any conditions of such dedication or reservation.

7. A vicinity sketch to show the relation of the plat to its surroundings.

8. Any additional information as requested by the Zoning Administrator.

SECTION 5
DATA REQUIRED FOR FINAL PLATS

A. Filing.

The owner or subdivider shall submit a final plat to the Zoning Administrator together with any other information as the Zoning Administrator shall require to review the proposed final plat. Three (3) large (22" x 34"), one (1) small (11" x 17"), and one (1) digital copy of the final plat for any proposed major subdivision or one (1) digital copy of the proposed minor subdivision or consolidated major subdivision shall be filed with the Zoning Administrator. Every final plat shall contain the required data set forth in this section.

B. Required Data.

The final plat shall contain the following:

1. The final plat prepared for recording purposes shall be prepared in accordance with provisions of Minnesota State Statutes and applicable municipal ordinances.

2. Name of subdivision, which shall not duplicate or too closely approximate the name of any plat recorded in the County.

3. Location by section, township, range, county and state, and including descriptive boundaries of the subdivision.

4. The location of existing and placed monuments installed after the completion of site grading shall be shown and described on the final plat. Locations of such monuments shall be shown in reference to existing official monuments, including true angles and distances to such reference points or monuments. Permanent plat monuments shall be placed at each corner of every block or portion of a block, points of curvature and points of tangency on street lines, and at each angle point on the boundary of the subdivision. Plat monuments shall be durable magnetic markers. In situations where conditions prohibit the placing of markers in the locations prescribed above, offset markers will be permitted.

5. Location of lots, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet, with the length of radii and/or arcs

of all curves, and with all other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all angle points and points of curve to lot lines.

6. Lots and blocks shall be numbered clearly.

7. The exact locations, widths, and names of all streets to be dedicated.

8. Location and width of all easements to be dedicated.

9. Boundary lines and description of boundary lines of any areas other than streets and alleys which are to be dedicated or reserved for public use.

10. Name and address of developer and surveyor making the plat.

11. Graphic scale on plat ("Scale in Feet"), date and north point.

12. Statement dedicating all easements.

13. Statement dedicating all streets, alleys and other public areas not previously dedicated.

C. Required Certification.

1. Notarized certification by owner, and by any mortgage holder of record, of the adoption of the plat and streets/easements not heretofore dedicated to public use are hereby so dedicated.

2. Notarized certification by registered land surveyor, to the effect that the plat represents a survey made by him and that monuments and markers shown therein exist as located and that all dimensional and geodetic details are correct.

3. Certification showing that all taxes and special assessments due on the property have been paid in full.

4. Space for certificates of approval to be filled in by the signatures of the Chairman and Secretary of the Planning Commission, the Mayor, City Clerk, and City Engineer.

   The form of approval by the Planning Commission is as follows:

   Approved by the Planning Commission of the City of Willmar this
   ..... day of ....., 20.....
   Signed: .....
   Chairman
   Attest:.....
   Secretary

The form of approval by the City Council is as follows:

Approved by the City of Willmar, Minnesota this
.....day of ....., 20.....
Signed:.....
Mayor
Attest:.....
City Clerk

The form of approval by the City Engineer is as follows:

Approved by the City Engineer, City of Willmar, Minnesota this
.....day of ....., 20.....
Signed:.....
City Engineer

The form for approval by County Authorities as required.

D. Supplementary Documents and Information.

1. If the infrastructure within a new subdivision is being constructed privately, a complete set of construction plans for roadways, watermains, sewermains, storm drainage facilities, and over lot drainage for all right-of-ways to be dedicated to the City shall be submitted to and approved by the City prior to development.

2. One (1) permanent bench mark shall be installed and established on the property for each twenty (20) acres of development or fraction thereof. The onsite bench mark shall be a durable metal monument, referenced to existing MnDOT Geodetic control network monuments and on the North American Vertical Datum of 1988 (NAVD 88).

3. Copies of restrictive covenants, easements, and declarations affecting the subdivision or any part thereof.

4. An executed Developers Agreement, where applicable.

SECTION 6
DESIGN STANDARDS

A. Blocks.

1. Block length. In general, intersecting streets, determining block lengths, shall be provided at such intervals as to serve cross-traffic adequately and to meet existing streets.
    a. Where no existing plats control, the blocks in residential subdivision shall normally not exceed seven hundred (700) feet in length, except where

topography or other conditions justify a departure from this maximum. In blocks longer than five hundred (500) feet, pedestrian ways and/or easements through the block may be required. The width and location of such pedestrian ways shall be subject to the approval of the City Engineer and the Planning Commission.

b. Blocks for business or industrial use should normally not exceed eight hundred (800) feet in length.

2. Block width. The width of the block shall normally be sufficient to allow two (2) tiers of lots of appropriate depth. Blocks intended for business or industrial use shall be of such width as to be considered most suitable for their respective use, including adequate space for off-street parking and deliveries.

B. Streets and Alleys.

1. The arrangement of thoroughfares and collector streets shall conform as nearly as possible to the Willmar Comprehensive Plan. Except for cul-de-sacs, streets normally shall connect with streets already dedicated in adjoining or adjacent subdivisions, or provide for future connections to adjoining unsubdivided tracts or shall be a reasonable projection of streets in the nearest subdivided tracts. The arrangement of thoroughfares and collector streets shall be considered in their relation to the reasonable circulation of traffic, to topographic conditions, to runoff of stormwater, to public convenience and safety, and in their appropriate relation to the proposed use of the area to be served.

2. Minor streets should be ~~so~~ planned ~~as~~ to discourage their use by non-local traffic. Dead end streets are prohibited, but cul-de-sacs will be permitted where topography or other conditions justify their use. Cul-de-sacs shall normally not be longer than five hundred (500) feet, including a terminal turn-around which shall be provided at the closed end, with an outside curb radius of at least forty (40) feet and a right of way radius of not less than fifty (50) feet.

3. Where the plat to be submitted includes only part of the tract owned or intended for development by the subdivider, a tentative plan of a proposed future street system for the unsubdivided portion shall be prepared and submitted by the subdivider, and it shall be at the same scale as set forth herein.

4. When a tract is subdivided into larger than normal building lots or parcels, such lots or parcels shall be so arranged as to permit the logical location and opening of future streets and appropriate subdividing, with provision for adequate utility connections for such subdividing.

5. Under normal conditions, streets shall be laid out so as to intersect as nearly as possible at right angles, except where topography or other conditions justify variations. The minimum angle of intersection of streets shall be eighty (80) degrees.

Street intersection jogs shall be a minimum of one hundred fifty (150) feet apart, and shall not be permitted without the express approval of the City Engineer.

6. Wherever the proposed subdivision contains or is adjacent to the right of way of a limited access highway or thoroughfare, provision may be made for a marginal access street (frontage) approximately parallel and adjacent to the boundary of such right of way, or for a street at a distance suitable for the appropriate use of land between such street and right of way. Such distance shall be determined with due consideration of the minimum distance required for approach connections to future grade separations or lot depths.

7. Alleys should be provided in commercial and industrial districts, except that this provision may be waived where other definite and assured provision is made for service access, such as off-street loading, unloading, and parking consistent with and adequate for the uses proposed. Except where justified as special conditions, such as the continuation of an existing alley in the same block, alleys will not be approved in residential districts. Alleys, where provided, shall not be less than twenty (20) feet wide. Dead end alleys shall not be permitted.

8. Dedication of half streets will not be approved, except where it is essential to the reasonable development of the subdivision and in conformity with the other requirements of these regulations, where it is found that it will be practical to require the dedication of the other half when the adjoining property is subdivided. Wherever there is a half street adjacent to a tract to be subdivided, the other half of the street shall be platted within such tract.

9. For all public ways hereafter dedicated and accepted, the minimum right of way widths for streets, and thoroughfares shall be as shown in the Comprehensive Plan for Willmar and where not shown therein, the minimum right of way width for streets, thoroughfares, alleys, or pedestrian ways included in any subdivision shall not be less than the minimum dimensions for each classification as follows:

	Right-of-Way Width	Curb-to-Curb Street Width
Primary Thoroughfare	100 feet	64 feet
Secondary Thoroughfare	80 feet	48 feet
Collector Street	70 feet	40 feet
Minor Street	70 feet	40 feet
Minor Street, One Side Parking	60 feet	32 feet
Frontage Street	50 feet	---
Alley	15 feet	---
Pedestrian Way	10 feet	---

Where existing or anticipated traffic on Primary and Secondary Thoroughfares warrants greater width of rights of way, these shall be required at the discretion of the City Engineer.

10. Street grades. The grades in all streets, thoroughfares, collector streets, minor streets, and alleys in any subdivision shall not be greater than the maximum grades for each classification as follows:

Primary Thoroughfare	5 per cent
Secondary Thoroughfare	5 per cent
Collector Street	6 per cent
Minor Street	8 per cent
Alley	8 per cent

There shall be a minimum grade on all streets and thoroughfares of not less than four tenths (4/10) of one (1) per cent. There shall be a minimum crown on all streets and thoroughfares of not less than one and one half (1 ½) per cent.

11. Street alignment. The horizontal and vertical alignment standards on all continuous streets shall be as follows:

    a. Horizontal. Radii of center line:

Major Thoroughfare	500 feet-minimum
Secondary Thoroughfare	500 feet-minimum
Collector Street	250 feet-minimum
Minor Street	150 feet-minimum

There shall be a tangent between all reversed curves of a length in relation to the radii of all curves so as to provide for a smooth flow of traffic.

    b. Vertical. All changes in street grades shall be connected by vertical parabolic curves of such length as follows:

Primary Thoroughfare or Secondary Thoroughfare	30 times the algebraic difference in the percent of grade of the two adjacent slopes.
Collector Street or Minor Street	20 times the algebraic difference in the percent of grade of the two adjacent slopes.

12. All proposed streets shall be offered for dedication as public streets. However, private streets may be permitted in PUDs.

C. Lots.

1. The minimum lot area, width and depth shall not be less than that established by the Zoning Ordinance of Willmar.

2. Corner lots for residential use shall have additional width to permit appropriate building setback from both streets as defined in the Zoning Ordinance of Willmar.

3. Side lines of lots shall be approximately at right angles to street lines or radial to curved street lines.

4. Double frontage lots shall not be permitted except where lots back on a thoroughfare or other arterial street, or where topographic or other conditions render subdividing impractical in which case vehicular and pedestrian access between the lots and arterial streets shall be prohibited. Such double frontage lots shall have an additional depth of at least twenty (20) feet in order to allow space for screen planting along the back lot line.

5. Every lot must have at least the minimum required frontage as per Zoning Ordinance on a public dedicated street other than an alley.

D. Easements.

1. An easement for utilities, at least six (6) feet wide shall be provided along each side of any lot line as may be deemed necessary to form a continuous right of way, at least twelve (12) feet in width. If necessary for the extension of water main or sewer lines or similar utilities, easements of greater width may be required along lot lines or across lots.

2. Utility easements shall connect with easements established in adjoining properties. These easements, when approved, shall not thereafter be by resolution pursuant to the provisions of the City Charter respecting the vacation of streets and public grounds.

3. Additional easements for pole guys should be provided at the outside turns. Where possible lot lines shall be arranged to bisect the exterior angle so that pole guys will fall alongside lot lines.

4. Where a subdivision is traversed by a water course, drainage way, channel, or stream, a storm sewer easement, drainage right of way or park dedication, whichever the Planning Commission may deem the most adequate, conforming substantially with the lines of such water course shall be provided, together with such further width or construction, or both, as will be adequate for the stormwater drainage of the area. The width of such easements shall be determined by the Planning Commission.

5. A five (5) foot tree planting easement shall be required contiguous to all public streets and avenues.

SECTION 7
PARK DEDICATION

A. General.

The City finds the preservation and development of parks and open space areas essential to the health and general welfare of the community. Parks are a major asset to residents and persons

employed in Willmar, and the following provision allows for further growth, orderly development, and enhancement of the park system, pursuant to the City of Willmar Comprehensive Plan and the Willmar Parks and Recreation Master Plan. Prior to subdivision approval, the subdivider shall dedicate land for parks, playgrounds, conservation, or public open spaces and/or shall make a cash contribution to the City's Park Dedication Fund as set forth in this section. All land intended for public use as indicated in the Willmar Comprehensive Plan that lies partially or completely within a proposed subdivision shall be dedicated to the appropriate governmental unit in addition to the requirements of this section, except where the Planning Commission deems an alternate site within the plat to be similarly suitable.

B. Application.

All new subdivisions within the jurisdiction of this Ordinance shall be required to comply with park dedication requirements as herein described. In the case of a replat where a park dedication and/or cash contribution has been made on previously subdivided lots, and said lots are more than 70% of the area being replatted, no dedication or cash contribution shall be required.

The City may alter Park Dedication requirements in the following scenarios:

1. A subdivision in the Central Business District where the development or redevelopment is of greater vitality and benefit to the City in comparison to park, playground, conservation, and open space improvements.

2. A subdivision that allows for the development of affordable housing that is of greater benefit to the City in comparison to park, playground, conservation, and open space improvements.

3. A subdivision that significantly increases tax revenue or employment opportunity that is of greater benefit to the City in comparison to park, playground, conservation, and open space improvements.

4. A subdivision that is largely city-assisted development, achieving public objectives.

C. Land Dedication Required.

In all applicable subdivisions, a percentage of net developable land of all property to be subdivided, where a land dedication and/or cash contribution has not been made, shall be dedicated as follows:

1. Residential subdivision (minimum) – 7%

2. Commercial subdivision (minimum) – 4%

3. Industrial subdivision (minimum) – 4%

4. Other subdivision (minimum) – 7%

Land dedication and/or cash contributions for mixed-use Planned Unit Developments shall be calculated in accordance with the percentage of land devoted to each use. Net developable land shall be calculated by gross acreage of all land in the proposed subdivision excluding wetlands and areas required for stormwater ponding, public streets, rights-of-way, and trails. All calculations shall be made at the time of final plat approval.

D. Credit.

The following credits towards park dedication shall be considered when applicable:

1. Where a subdivision includes private open space intended for park and recreation use for all people within the subdivision and such land is to be privately owned and maintained, a credit towards the required land dedication and/or cash contribution may be approved by the City of up to 25%.

2. Where prior park land dedication and/or cash contribution has been given for land within a proposed subdivision, credit equivalent to the full amount dedicated and/or contributed shall be given.

3. In no case shall park land dedication credits result in a refund.

E. Land Suitability.

All land dedicated for parks, playgrounds, conservation, or public open spaces shall be suitable for its intended use and shall be at a convenient location for the intended users. In the evaluation of adequacy of proposed park, playground, conservation, or open space areas, the City shall consider factors including size, shape, topography, geology, hydrology, tree cover, access, and location.

F. Payment Requirements.

The City may elect to accept a cash payment in lieu of a land dedication or any combination thereof equivalent to the land dedication requirements. In such case, the subdivider shall be required to make such payment to the City's dedicated Park Dedication Fund based on the estimated market value, as determined by the County Assessor, of unplatted land in the area for which park fees have not been paid and that is to be served with City sanitary sewer and water service, in an amount equivalent to the land dedication requirements. Cash payments contributed to this fund shall be used for the acquisition and improvement of land for parks, playgrounds, conservation, or other open space areas as provided by Minnesota State statute. No funds shall be used for ongoing operation or maintenance of existing parks or recreational facilities or sites. All cash contributions shall be calculated and paid at final plat approval.

The City may approve a delay in the payment of cash contributions for any plat with park fees of more than two thousand five hundred dollars ($2,500) if an agreement is executed guaranteeing such payment as follows:

1. Plats with park fees of two thousand five hundred one dollars ($2,501) to seven thousand five hundred dollars ($7,500) shall pay at least one-third (1/3) of the fee at final plat approval, one-half (1/2) of the balance not later than six (6) months from the date of final plat approval, and the balance not later than twelve (12) months from the date of final plat approval. No interest shall be charged during the twelve (12) months.

2. Plats with park fees of over seven thousand five hundred one dollars ($7,501) shall pay at least one-third (1/3) of the fee at final plat approval, one-half (1/2) of the balance not later than twelve (12) months from the date of final plat approval, and the balance not later than twenty-four (24) months from the date of final plat approval. No interest shall be charged during the twenty-four (24) months.

G. Improvements and Infrastructure.

Land dedicated for public use shall be designated as an outlot on the plat. The subdivider shall be responsible for grading the land to the contours approved on the preliminary plat and the land shall be left in condition suitable for the City. Improvements shall be made to all land dedicated for parks and open space in the same degree and manor as is required for developable property in Section 8 of this Ordinance. All existing trees shall be preserved on land to be dedicated.

SECTION 8
BASIC IMPROVEMENTS

A. General.

1. *Approval.*

    a. Before a final plat may be approved by the City Council, the owner shall execute and submit to the Council an agreement, which shall be binding on the owner (or their) heirs, personal representatives and assigns. The agreement shall state that the owner shall cause no private construction on said land, except with approval of the City Engineer, until all the improvements required under this Ordinance have been petitioned for, arranged for, and have been constructed.

    b. A certified copy of the plat restrictions shall be filed with the Clerk and County Recorder, which shall include a provision that in all instruments of sale or conveyance given before all street improvements have been made, the consignee shall agree to and approve such improvements and the assessment of their costs.

2. *Financing by Developer.* The City Council shall require the Developer to finance and pay for any and all public improvements. The owner or subdivider shall deposit with the City Clerk an amount equal to thirty (30) percent of the City Engineer's estimated

cost of any or all such improvements which are to be financed by the Developer, either in cash or an irrevocable letter of credit in a form satisfactory to the City, conditioned upon the payment of all construction costs incurred by the City in making of such improvements and all expense incurred by the City engineering and legal fees and other expense in connection with the making of such improvements.

B. Improvements,

The following improvements shall be constructed as provided for in this Section. Programming of improvements shall be approved by the City Engineer.

1. *Obligation of City.* The City of Willmar will construct, furnish, and install at City expense, the following improvements according to City specifications. Furnishing these improvements shall be commensurate with available City funds for such work and according to programs and priorities as established by the City Council.
    a. Signs: Street name signs and traffic control signs shall be installed by the City.

    b. Trees: Boulevard trees shall be installed by the City, after curb and gutter have been constructed.

2. *Obligation of Developer.* The Developer shall pay for the following improvements on or for his/her subdivision or development. Financing shall be according to Section 8.A.

    a. Street Lighting: Street Lighting shall be constructed by the City, preferably after curb and gutter have been installed.

    b. Site Grading: Necessary site grading shall be accomplished by the Subdivider, prior to installation of improvements.

    c. Street Grading: Street grading for the full width of right-of-way shall be accomplished by the Subdivider. If no site grading is to be accomplished, the street grading will be included with subsequent street improvements. Street to subgrade shall precede any underground work, whether by the City, or any private utility.

    d. Permanent Street Improvements: Permanent Street improvements including base, curb and gutter, boulevard sod, inlets and leads, and paving, according to Standard City Specifications or as approved by the City Engineer, shall be constructed. All required underground work shall have preceded any permanent street improvements. Additional width of street or load design required on a residential street will be borne by the City. Any improvements on a County Road shall be approved by the County Engineer. Temporary construction may, at the discretion of the City Engineer, be required, for just cause, on any street, streets, or portion thereof. Reconstruction or alteration in

any way of existing streets affected by the plat or improvements thereupon shall be to the approval of the City Engineer. All costs therein incurred, for either temporary access or reconstruction shall be borne by the Owner or Subdivider. Half streets, if accepted, shall be improved as directed by the City Engineer.

e. Storm Sewer: Storm sewer mains will be constructed by the City as funds are available. Connection shall be made at the boundary of the subdivision, if available, or to some other approved discharge outlet. The developer shall secure or provide the necessary easements or discharge permits. This requirement shall not prevent the City from acquiring necessary easements by eminent domain. Any costs for such easements shall be borne by the Developer.

f. Sanitary Sewer: Where City sewer is, or will be, available at the boundary of the Subdivision, sanitary sewer infrastructure shall be constructed within the subdivision according to City specifications. Main sizings shall be by the City Engineer with the minimum size of mains being eight (8) inches. The cost of any required pumping stations, deemed necessary by the Engineer, shall be assessed against the benefited property. Any increase in pipe sizes necessitated for trunk lines shall be paid for by the City. Where it is neither practical nor economical for the City to extend City sewer, private sewage disposal facilities may be constructed, according to City and state regulations. Consideration shall be given to future availability of City sewer in such installations. Such information shall be recorded on the plat and in each deed so affected.

g. Water Main: Where City water is, or will be, available at the boundary of the subdivision, water infrastructure shall be constructed within the subdivision according to City specifications. Main sizings shall be by the City Engineer with the minimum size of mains being eight (8) inches. All required hydrants and valves are to be included in the construction. Any increase in pipe size necessitated for trunk lines shall be paid for by the City. Where it is neither practical nor economical for the City to extend City water, private water supplies may be constructed, according to City and state regulations.

SECTION 9
REGISTERED LAND SURVEYS AND CONVEYANCE BY METES AND BOUNDS

A. Registered Land Surveys.

All registered land surveys effecting a division of property to which this Ordinance applies shall be presented to the Planning Commission in the form of a minor subdivision or preliminary plat in accordance with the standards set forth in this Ordinance. In the case a division of land is exempted from this process, a Certificate of Survey shall be required as found in Section 2.C.1-4.

B. Conveyance by Metes and Bounds.

It is the stated purpose and the public policy of the Council to discourage the use of metes and bounds descriptions. The tendency for error, difficulties in preparing numerous documents using long descriptions, and the desire for efficient and accurate keeping of records of the city all require the adherence to this policy. To that end that the following shall be required:

1. If the owner of a parcel of land described by metes and bounds requests a division of assessments on said parcel, the owner shall furnish a plat that meets the requirements of a major or minor subdivision as stated in this Ordinance.

2. As a condition to the connecting of any metes and bounds parcel to sewer or water, such parcel shall be platted.

SECTION 10
VARIANCES

A. General Conditions.

The Planning Commission may vary from the provisions of this Ordinance when, in its opinion, an unusual hardship on the land would result from strict adherence to the requirements of this Ordinance. In granting any variance, the Commission may impose conditions that it deems necessary to or desirable for the public interest in relation to the variance. In making its findings, as required herein below, the Commission shall take into account the nature of the proposed use of land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. No variance shall be granted unless the Commission finds:

1. That there are unusual circumstances or conditions affecting said property such that the strict application of the provisions of this Ordinance would deprive the applicant of the reasonable use of his/her land;

2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner; and

3. That the granting of the variance will not be detrimental to the public welfare or injurious to other property in the territory in which said property is situated.

B. Applications Required.

Applications for any such variance shall be submitted in writing to the Zoning Administrator by the subdivider at the time when the subdivision is filed for consideration by the Commission, stating fully and clearly all facts relied upon by the petitioner and shall be supplemented with maps, plans or other additional data which may aid the Commission in the analysis of the

proposed project. The plans for such development shall include such covenants, restrictions, or other legal provisions necessary to guarantee the full achievement of the plan.

SECTION 11
COMPLIANCE

A. Building Permits.

No building permit shall be issued by the City of Willmar with respect to the land or to any lot in a subdivision, as defined herein, until the subdivider shall have recorded the plat with the County Recorder or a metes and bounds split is recognized by the County Assessor.

SECTION 12
VIOLATIONS AND PENALTY

A. Sale of Lots from Unrecorded Plats.

It shall be unlawful to sell, trade, or otherwise convey or offer to sell, trade, or otherwise convey any lot or parcel of land as a part of, or in conformity with any plan, plat or replat of any subdivision or portion of the City unless said plan, plat, or replat shall have first been recorded with the County Recorder.

B. Misrepresentations as to Construction, Supervision, or Inspection of Improvements.

It shall be unlawful for any person, firm, or corporation owning an addition or subdivision of land within the City to represent that any improvement upon any of the streets, alleys, or avenues of said addition or subdivision or any sewer in said addition or subdivision has been constructed according to the plans and specifications approved by the City Council, or has been supervised or inspected by the City, when such improvements have not been so constructed, supervised or inspected.

C. Penalty.

Anyone violating any of the provisions of this Ordinance shall be guilty of a misdemeanor. Each month during which compliance is delayed shall constitute a separate offense.

D. Injunctions.

The City of Willmar, by its governing body, may, in addition to resorting to the penalty provisions hereinabove set forth, apply to the district court for such restraining orders and injunctions as may be permitted by law.

SECTION 13
SCHEDULE OF FEES AND CHARGES

A. Application fees.

The following fees are adopted for services provided by City Staff in the subdivision process as found in this Ordinance:

1.	Certificate of Survey Staff Review	$25
2.	Minor Subdivision	$200
3.	Consolidated Major Subdivision	$350 + $15/lot
4.	Major Subdivision	$450 + $20/lot

In addition, the subdivider shall be billed for any costs incurred in the platting review process, such as extra consultant work, not covered by the above fees.

SECTION 14
REPEAL OF ORDINANCE 2.023

City of Willmar Ordinance No. 2.023, "Subdivision Ordinance of the City of Willmar," shall be repealed in its entirety.

SECTION 15
EFFECTIVE DATE

This ordinance shall be effective from and after its adoption and second publication.

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: August 20, 2018
From: Robert T. Scott, City Attorney	Subject: Curling Center Lease Agreement

AGENDA ITEM: Consideration of Lease Agreement with Glacial Ridge Curling (GRC) for construction and lease of new curling facility.

INTRODUCTION/REQUEST: City staff and the City Attorney prepared a Letter of Intent (LOI) with GRC, which the City Council approved at the April 16, 2018 regular meeting. City Attorney Scott has finalized the build-to-suit formal lease agreement consistent with the LOI.

HISTORY: GRC and City representatives have had extensive preliminary discussions of potential options to partner on a new curling facility. Earlier this year, the City Council heard a presentation from GRC and authorized staff to develop an agreement with GCR. As the City Council was agreeable to the terms of this LOI, the City Attorney prepared a formal build-to-suit lease agreement consistent with the LOI and the final version has now been signed by GRC.

CURRENT CIRCUMSTANCE: The build-to-suit lease agreement signed by Glacial Ridge Curling is before the Council for consideration at this time. The legal description and identification of the portion of the civic center property that will be leased to GRC will be reviewed and attached to the agreement as exhibits.

Once the facility is constructed, the City will lease the facility to GRC to operate annually during the curling season for a period of 25 years (with three potential five-year renewal terms) for nominal consideration (rent). The City's obligation to commence design and construction of the facility would be continent on GRC satisfying its fundraising obligations.

RECOMMENDATION: Approve the build-to-suit lease as executed by GRC and authorize the Mayor's signature.

ISSUES: The Council and GRC will have to approve the financing, design and construction of new and existing facilities at Civic Center.

FINANCIAL IMPACT: The project cost will be raised by GRC and donated to the City. Per the agreement, the City will provide utility hookups and certain funding as specified. The City will seek bonding to finance the project and provide the land.

ALTERNATIVES: Not approve the build-to-suit agreement as presented and/or revise as seen necessary.

RECOMMENDED MOTION: Approve the build-to-suite lease agreement as presented with GRC signatures and authorize the Mayor to sign on behalf of the City.

REVIEWED BY: Ike Holland, City Administration

WORK SESSION DATE: August 6, 2018

COUNCIL MEETING DATE: August 20, 2018

RESOLUTION NO. _____

AUTHORIZATION TO EXECUTE AGREEMENT WITH GLACIAL RIDGE CURLING FOR CONSTRUCTION AND LEASE OF NEW CURLING FACILITY

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 be authorized to enter into an agreement between the City of Willmar and Glacial Ridge Curling for construction and lease of new curling facility.

Dated this 20th day of August, 2018.

_____
MAYOR

Attest:

_____
CITY CLERK

CURLING CENTER BUILD-TO-SUIT LEASE AGREEMENT
BY AND BETWEEN
CITY OF WILLMAR AND GLACIAL RIDGE CURLING

THIS AGREEMENT (the "Agreement,") is made and entered into as of this ____ day of _____, 2018, by and between **CITY OF WILLMAR**, a municipal corporation under the laws of the State of Minnesota (the "City"), and **GLACIAL RIDGE CURLING**, a Minnesota nonprofit organization formed pursuant to Minn. Stat. § 317A ("GRC"); (individually, the City and GRC may be referred to as a "Party"; collectively, as the "Parties").

RECITALS

WHEREAS, GRC seeks to partner with the City for the construction of a dedicated curling facility (the "Curling Center"), to be funded primarily by GRC, owned by the City, and leased to GRC annually during the curling season, all pursuant to the terms and conditions contained herein; and

WHEREAS, the Parties' shared vision for the Curling Center is to construct and maintain a high-quality dedicated curling facility that will provide the region with a unique amenity and opportunity for all members of the community to participate in the growing sport of curling, and that will attract national and international events and competitions, thereby enhancing the livability of the community and the local economy; and

WHEREAS, GRC is willing to engage in fundraising and to donate the funds needed for design and construction of the Curling Center to the City as more specifically set forth herein; and

WHEREAS, the City owns certain real property as legally described on **Exhibit A** attached hereto (the "Property") and all improvements thereon located at 2707 Arena Drive, Willmar, Minnesota, upon which the City is willing to construct the Curling Center; and

WHEREAS, upon receipt of the GRC's donations as set forth herein, the City is willing to undertake the design and construction of the Curling Center as soon as practicable pursuant to the terms and conditions set forth herein; and

WHEREAS, upon substantial completion of construction of the Curling Center, the City is willing to enter into a long-term operating lease with GRC for the operation, management, and maintenance of the Curling Center, pursuant to the terms and conditions set forth herein; and

WHEREAS, the Parties entered into a letter of intent dated April 12, 2018, pursuant to which the Parties outlined the principal terms and conditions under which they would jointly participate in the project to construct the Curling Center and thereafter provide for its lease to GRC, and operation, management and maintenance thereof; and

WHEREAS, the City and GRC now desire to enter into this Agreement defining the terms and conditions under which the Curling Center will be funded, designed, constructed, managed, operated, and maintained and the respective duties of each Party.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

ARTICLE ONE
Definitions and Terms

1.1 ***"City"*** means the City of Willmar, a Minnesota municipal corporation, 333 6th Street SW, Willmar, MN 56201.

1.2 ***"City Overage Expenses"*** means such portion of the Total Project Cost that exceeds the Estimated Project Cost and that is attributable to additional components or features that are not included in the Minimum Components and which are included in the Final Design or added to the Project thereafter at the City's request.

1.3 ***"Commencement Date"*** means the later of (a) the day after the Substantial Completion Date; (b) the day GRC completes its inspection of the Premises pursuant to Section 6.13.1; or (c) the day the City receives certificates of insurance from GRC evidencing the insurance policies required in Section 9.2 herein, on which date the Lease Term commences.

1.4 ***"Curling Center"*** means the curling arena and associated facilities to be designed and constructed on the Premises pursuant to this Agreement, inclusive of the Sales Facilities.

1.5 ***"Curling Season"*** means the period from October 1 through April 30 annually.

1.6 ***"Effective Date"*** means the latest date of execution of this Agreement by either Party.

1.7 "***Environmental Laws***" means all applicable laws (including regulations, by-laws, codes, international treaties, and agreements) with respect to the Property, now or hereafter in existence, relating to the environment, health and safety matters, Hazardous Materials, pollution, or protection of the environment.

1.8 ***"Estimated Project Cost"*** means $2,300,000.00, which amount represents the estimated cost to complete the Project. The Estimated Project Cost shall be updated and modified accordingly to reflect the value of the contract awarded to a general contractor pursuant to Section 5.2.

1.9 ***"Expiration Date"*** means the date 25 years after the Commencement Date on which the Lease Term expires, subject to adjustment for any Renewal Term pursuant to Section 6.4.2.

1.10 ***"Final Design"*** means the final architectural and engineering design of the Curling Center, to include the Minimum Components, and to be jointly developed and agreed to by the City and GRC pursuant to Section 5.1 herein.

1.11 ***"First Donation"*** means a one-time lump sum cash donation in the amount of $1,320,000.00 (calculated to be 60 percent of GRC's maximum anticipated Fundraising Obligation), to be made by GRC to the City pursuant to Section 4.1.1.

1.12 ***"Fundraising Obligation"*** means the total amount of funds GRC must raise and donate to the City under this Agreement to fund the Project, in an amount not to exceed the Estimated Project Cost except as otherwise provided in Section 4.1, and which includes the GRC Overage Expenses.

1.13 ***"GRC"*** means Glacial Ridge Curling, a Minnesota nonprofit corporation organized under Minn. Stat. Ch. 317A, whose address for notices purposes is 2707 Arena Drive, P.O. Box 3046, Willmar, MN 56201.

1.14 ***"GRC Overage Expenses"*** means that portion of the Total Project Cost that exceeds the Estimated Project Cost, less the City Overage Expenses.

1.15 ***"Hazardous Materials"*** means any substance that is -- or is deemed under Environmental Laws to be, alone or in any combination -- hazardous, hazardous waste, toxic, radioactive, a pollutant, a deleterious substance, a contaminant, a dangerous good, or a source of pollution or contamination, or which, when released into the environment, is likely to cause, at some immediate or future time, material harm or degradation to the environment or material risk to human health, whether or not such substance is defined as "hazardous" under Environmental Laws.

1.16 ***"Lease Term"*** means a period of 25 years from and after the Commencement Date.

1.17 ***"Off-Season"*** means the period from May 1 through September 30 annually.

1.18 ***"Minimum Components"*** means all improvements, including as required by any applicable federal or state statute, regulation, or local ordinance, necessary for or related to the construction of the Curling Center on the Premises in a total approximate size of 19,800 square feet, not to vary therefrom by more than five percent unless agreed to in writing by both Parties, to include the following minimum components and features:

(a) Four regulation-sized sheets of curling ice;

(b) Indoor lobby space;

(c) Bar area;

(d) Kitchen facilities;

(e) Storage capacity;

(f) Locker room/changing;

(g) Seating capacity for spectators; and

(h) Independent refrigeration system to be used for curling ice only.

1.19 ***"Premises"*** means the Curling Center as well as the real property upon which the Curling Center will be located, as legally described on **Exhibit B** and depicted on **Exhibit C**.

1.20 ***"Project"*** means the design and construction of the Curling Center on the Premises pursuant to the Final Design, to be completed by the City, as well as, if necessary and without limitation, construction as of a new access, parking improvements, lighting, utility extensions/relocations, soil correction, and/or stormwater controls thereon.

1.21 ***"Property"*** means the real property owned by the City on which the City's Civic Center Arena and Blue Line Arena are situated, as legally described on **Exhibit A**, inclusive of the Premises.

1.22 ***"Renewal Term"*** means any one of a maximum of three periods of five years for which the Lease Term renews as provided for in Section 6.4.2 herein.

1.23 ***"Sales Facilities"*** means the facilities in the Curling Center or otherwise on the Premises which are used for concessions, merchandise, or other sales enterprise purposes.

1.24 ***"Second Donation"*** means the cash donation in an amount equal to the difference between GRC's Fundraising Obligation (including the GRC Overage Expenses), as preliminarily calculated prior to the City's awarding the contract(s) for construction of the Project pursuant to Section 5.2.5 based on the amount of the lowest responsible bid(s) as determined by the City and approved by GRC pursuant to Section 5.2.2, and the amount of GRC's First Donation pursuant to Section 4.1.2 herein.

1.25 ***"Substantial Completion Date"*** means the date on which a Certificate of Occupancy is issued for the Curling Center authorizing its use and occupation for the purposes contemplated in this Agreement.

1.26 ***"Total Project Cost"*** means the actual cost to design and construct the Project, inclusive of all sums paid to architectural, engineering, or other professional consultants related to the design, engineering, construction management or other professional services performed for the City related to the Project, together with all sums paid to contractors for the construction of the Project, all interest that may accrue on any bonds issued to fund any portion of the Project, and all sums paid to outside legal or financial consultants for services provided to the City in connection with the Project, including the preparation of this Agreement, all pursuant to Article Five.

ARTICLE TWO
Term of Agreement

This Agreement shall be in effect and binding on the Parties beginning on the Effective Date and terminating on the Expiration Date, as the same may be adjusted pursuant to Sections 6.4.2, unless earlier terminated pursuant to this Agreement.

ARTICLE THREE
Representations and Warranties

3.1 Representations and Warranties of the City: The City represents and warrants that the City is a municipal corporation organized and existing under and by virtue of and pursuant to the laws of the State of Minnesota and its Home Rule Charter and has the power to enter into this Agreement and carry out its obligation hereunder.

3.2 Representations and Warranties of GRC: GRC makes the following representations and warranties:

3.2.1 GRC is a nonprofit 501(c)(3) corporation formed pursuant to Minn. Stat. Ch. 317A, is in good standing in the State and has the power and authority to enter into this Agreement and to perform its obligations hereunder and is not in violation of the laws of the State.

3.2.2 GRC shall maintain its status as a nonprofit, tax-exempt 501(c)(3) corporation in good standing in the State at all times from and after the Effective Date and prior to the later of (i) the date of completion of the Project, as determined by the City making final payment(s) to the contractor(s) awarded the contract(s) to construct the Project, or (ii) the latest date on which any tax-exempt bonds issued by the City pursuant to Section 4.2.4 are fully repaid, satisfied and retired.

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

3.2.4 GRC will cooperate with the City with respect to any litigation commenced with respect to the Premises.

3.2.5 Whenever any Event of Default occurs and if the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of GRC under this Agreement, and the City prevails in such action, GRC agrees that it shall, within ten business days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

3.2.6 GRC shall promptly advise the City in writing of all litigation or claims affecting any part of the Property and all written complaints and charges made by any governmental authority materially affecting the Property or materially affecting GRC or its activities.

3.2.7 GRC has the resources and capability to satisfy its Fundraising Obligation and thereafter to operate and maintain the Premises as required herein.

3.2.8 GRC acknowledges the City's contributions to the Project and to thereafter maintaining the Curling Center during the offseason and as otherwise specified in this Agreement, and further warrants that GRC will not to seek subsidies or other financial assistance from the City to cover any such Project or operational expenses made the responsibility of GRC hereunder.

ARTICLE FOUR
Project Funding

4.1 GRC Donations: GRC shall diligently undertake efforts to raise funds sufficient to satisfy its Fundraising Obligation, and shall donate such funds to the City as follows:

4.1.1 First Donation: GRC shall make its First Donation to the City as soon as reasonably practical following GRC's raising sufficient funds therefore, but in no event later than the date which is four years after the Effective Date. GRC's failure to make its First Donation by such date will constitute a Default Event and permit the City to proceed with terminating this Agreement pursuant to Section 11.1 of this Agreement.

4.1.2 Second Donation: GRC shall make its Second Donation to the City as soon as reasonably practical following GRC's raising of sufficient funds above the amount of the First Donation therefore, but no later than the date or schedule of dates mutually agreed to by the Parties on or before the date the City awards a contract for construction of the Curling Center to a general contractor, as necessary for the City to timely make any payments on any bonds issued by the City to finance a portion of the Project pursuant to Section 4.2.4 with GRC's donated funds (to the extent of GRC's Fundraising Obligation). The scheduled date or dates to be agreed to by the Parties for the Second Donation under this

Section 4.1.2 shall be attached to this Agreement as **Exhibit D**. Nothing herein shall be interpreted as prohibiting GRC from making its Second Donation as a lump sum cash payment so as to avoid the City needing to issue bonds pursuant to Section 4.2.4, if financially feasible at the time.

4.1.3 GRC Overage Expenses: GRC shall be responsible for paying the GRC Overage Expenses, the amount of which, if any, shall be included in the Second Donation.

4.1.4 Collection of Funds: GRC shall collect and hold the funds it raises to satisfy its Fundraising Obligation at North American State Bank, 2800 1st Street South, Willmar, Minnesota, 56201, prior to donating the funds to the City as required herein. GRC shall grant the City a security interest in the funds in this account to be perfected by entering into an account control contract with the City in a form satisfactory to the City.

4.1.5 City Acceptance: The City shall promptly accept by resolution of its city council GRC's donations on the condition that the entirety of the donated funds be used solely for the purpose of funding the design and construction of the Project. GRC acknowledges and agrees that if the City issues bonds to finance a portion of the Project pursuant to Section 4.2.4, the design and construction of the Curling Center must follow any requirements and/or guidelines of bond payments that may be required.

4.1.6 Fundraising Efforts: If, at any time, GRC concludes that it will be unsuccessful in raising the funds necessary to perform its obligations under this Agreement, it shall promptly notify the City of its conclusion, which notification will constitute a Default Event and permit the City to proceed with terminating this Agreement pursuant to Section 11.1 of this Agreement.

4.2 City Financial Obligations:

4.2.1 City Contribution: The City shall be responsible for furnishing the land upon which the Curling Center will be built (to be owned by the City) and for contributing an amount not to exceed $15,500.00 under any circumstances for utility connections to the Curling Center or improvements incidental thereto.

4.2.2 Civic Center Connections: The City shall be responsible for any portion of the Total Project Cost attributable to including any additions to the Curling Center to facilitate connections to the City's existing facilities on the Civic Center property adjacent to the Premises in the Project, including the City's Civic Center Arena or Blue Line Arena.

4.2.3 City Overage Expenses: The City shall be responsible for paying the City Overage Expenses.

4.2.4 Bonding: The City's obligations under this agreement are contingent upon satisfaction of all requirements of applicable law to issue bonds in a sufficient amount to fund that portion of the Total Project Cost that exceeds the amount of the First Donation, and are subject to approval by the city council thereafter. GRC shall fully cooperate with the City and provide any necessary documentation or accounting required for the City to complete the bonding process.

4.3 Reconciliation of Costs: After the completion of the Project, as determined by the City making final payment(s) to the contractor(s) awarded the contract(s) to construct the Project, the City shall finally calculate the Total Project Cost, the responsibility for which shall be allocated between the Parties pursuant to this Article Four. Any amount by which the sum of the GRC's First Donation and Second Donation exceeds the amount of GRC's Fundraising Obligation, as calculated based on the City's final calculation of the Total Project Cost, shall promptly be refunded to GRC by the City. In the event the amount of GRC's Fundraising Obligation, as calculated based on the City's final calculation of the Total Project Cost, exceeds the sum of GRC's First Donation and Second Donation, GRC shall donate the amount of such difference to the City, and the parties shall update the scheduled date or dates for the Second Donation attached to this Agreement as **Exhibit D** to include and provide the date(s) for such additional donations.

ARTICLE FIVE
Project Design and Construction

5.1 Project Design: Upon the City's receipt of GRC's First Donation, the City shall complete the architectural and engineering design of the Project, in coordination and agreement with GRC, as follows:

5.1.1 Condition Precedent: The City's obligations to select a design professional or otherwise commence work to design the Project under this Section 5.1 shall be subject to the condition precedent that the City first receives, in full, GRC's First Donation.

5.1.2 Architect Selection: The City shall, in its sole discretion, select and retain an architectural design firm, and other professional consultants as required or convenient in the City's sole discretion, to timely complete the architectural and engineering design of the Project. In order to save time and expense, GRC may solicit and obtain its own plans, at its own cost, and the City thereafter may, in its sole discretion with approval of its city council, use such plans obtained by GRC instead of engaging an architectural design firm, in which event GRC shall donate the entirety of such documentation in its possession to the City on or before the date GRC's First Donation is made.

5.1.3 Final Design: Upon satisfaction of the condition precedent pursuant to Section 5.1.1, the City shall exercise all reasonable diligence to complete the architectural

and engineering design of the Project as soon as practicable thereafter. The City shall provide GRC copies of any concept drawings, schematics, and plans for the Curling Center for GRC's review and comment. Upon receipt of such documents, GRC shall consult and cooperate with the City and the City's consultants and provide any comments or requests it may have regarding the same. The City shall take GRC's comments and requests into consideration in developing the design documents, and the Parties shall mutually agree on the Final Design.

5.1.4 Minimum Components: The Minimum Components shall be included in the Final Design, unless GRC and the City first mutually agree in writing to modify the Minimum Components.

5.1.5 City-Requested Components: At such time as the Parties mutually agree on the Final Design pursuant to Section 5.1.3, the Parties shall additionally agree on and identify such components beyond those included in the Minimum Components that are included in the Final Design at the City's request, if any, for purposes of calculating the City Overage Expenses. An itemization of such City-requested components included in the Final Design shall be attached to this Agreement as **Exhibit E**.

5.1.6 Failure to Agree: In the event the Parties are unable to reach an agreement on the Final Design pursuant to Section 5.1.3 or on the itemization of City-requested components included in the Final Design pursuant to Section 5.1.5, either Party may provide 30 days' written notice of its intent to terminate this Agreement to the other Party. The Parties shall continue to negotiate in good faith during the pendency of such notice period. If, after negotiating in good faith, the Parties fail to reach an agreement on the Final Design and itemization of City-requested components within such 30 day notice period, either Party may terminate this Agreement pursuant to Section 11.1. Upon such termination under this Section 5.1.6, GRC shall be entitled to a refund of all remaining funds which GRC has previously donated to the City and which have not been obligated for authorized Project costs hereunder. The City shall refund all such uncontested sums within 30 days of termination.

5.2 Project Construction: Upon the Parties' written agreement on the date or schedule of dates on which GRC shall make its Second Donation to the City in accordance with Section 4.1.2, the City shall enter into a contract with a general contractor and thereby cause the Project to be constructed in accordance with the Final Design, pursuant to the following requirements:

5.2.1 Solicitation of Competitive Bids: The City shall solicit competitive bids and award the contract(s) for construction of the Project in accordance with the Final Design and in compliance with the Uniform Municipal Contracting Law, Minn. Stat. § 471.345. The City shall include in its bid package a process for bidders to receive credit for donations to the Project, whether in the form of cash or in-kind donations of labor, materials or supplies.

5.2.2 Lowest Responsible Bid: The City shall identify, in its sole discretion, the lowest responsible bid(s) for the contract(s) to construct the Project, and prior to awarding such contract(s), shall provide written notice of the lowest responsible bid(s) to GRC. GRC shall thereafter have 15 days to review the same and communicate its approval or disapproval thereof to the City. GRC's failure to respond within 15 days of its receipt of notice of the lowest responsible bid from the City shall be deemed to be GRC's disapproval thereof.

5.2.3 GRC's Disapproval of Low Bid: In the event that GRC disapproves of the lowest responsible bid(s) identified by the City pursuant to Section 5.2.2, either Party may provide 90 days' written notice of its intent to terminate this Agreement to the other Party. The Parties shall continue to negotiate in good faith during the pendency of such notice period to determine if any modifications may be made to the Final Design that would be acceptable to both Parties and likely to result in acceptable bids from contractors. If, after negotiating in good faith, the Parties fail to reach an agreement on the Final Design within such 90 day notice period, either Party may terminate this Agreement pursuant to Section 11.1. Upon such termination under this Section 5.2.3, GRC shall be entitled to a refund of all remaining and unobligated funds which GRC has previously donated to the City.

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

5.2.5 Substantial Completion: Upon satisfaction of the conditions precedent pursuant to Section 5.2.1, the City shall award the contract(s) for construction of the Project and exercise all reasonable diligence to cause the construction of the Project to be substantially completed as soon as practicable thereafter in accordance with the Final Design.

5.2.6 Project Costs: Responsibility for the Total Project Cost shall be allocated between the Parties pursuant to Article Four.

ARTICLE SIX
Lease

6.1 Demise: After the Substantial Completion Date, the City shall lease to GRC, and GRC shall lease from the City, the Premises, on the terms and conditions contained herein (the "Lease").

6.2 Use: During the Lease Term and Renewal Term, GRC shall have the exclusive right to use the Premises for the purposes of operating, managing, maintaining, and using the Curling Center during the Curling Season as a regional curling facility and event center for the benefit of the Willmar Community, including the Sales Facilities therein, and any activities incidental thereto, all in accordance with this Agreement, and shall not allow any use of the Premises for any other purpose, unless first agreed to in writing by the City.

6.3 Permitted Activities: GRC shall use the Premises for any uses normally associated with the operation of a curling and event center and for no other purpose. GRC shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause a cancellation of any insurance policy covering the Premises or any part of the Premises or any of its contents. GRC shall not use or allow the Premises to be used for any unlawful or objectionable purpose (as reasonably determined by the City's city council in light of the purposes of this Agreement and the Project), nor shall GRC cause, maintain or permit any nuisance in, on or about the Premises. More specifically, GRC shall not use or store any Hazardous Materials on the Premises, except as necessary for ice maintenance, refrigeration or maintenance of the Curling Center and approved in advance by the City. GRC shall not commit or allow to be committed any waste in or upon the Premises.

6.4 Term and Possession:

6.4.1 Lease Term: The City shall lease to GRC the Premises for the Lease Term, unless either (i) sooner terminated as provided in this Agreement, or (ii) renewed as provided in this Agreement. Except as otherwise provided in this Agreement, termination of the Lease prior to the Expiration Date requires mutual written agreement by the City and GRC.

6.4.2 Renewal Terms: This Lease may be renewed for a maximum of three successive additional five year term(s) at GRC's option if, on the Expiration Date, GRC is in material compliance with all of the terms and conditions of this Agreement for which the City has not waived in writing any noncompliance, upon GRC providing written notice of exercising its option to renew to the City no later than 180 days in advance of the Expiration Date. Such notice from GRC to the City shall include a certification that GRC has the means and resources to and will continue to operate and maintain the Premises and the Curling Center as required by this Agreement throughout the Renewal Term; otherwise such notice shall be of no legal consequence or effect. If this Lease is so renewed, the Expiration Date shall be adjusted accordingly for the Renewal Term(s), and the terms and

conditions set forth herein shall continue in full force and effect unless amended pursuant to Section 13.20.

6.4.3 Possession: During the term of this Lease, GRC shall be entitled to possession of the Premises annually during the Curling Season. The City shall retain exclusive possession of the Premises during the Off-Season, except that GRC may store personal property in the Curling Center during the Off-Season in a location(s) to be approved by the City. Except for such authorized storage of its personal property, any usage of the Curling Center by GRC during the Off-Season will require a separate agreement between the Parties.

6.4.4 Termination: Notwithstanding any provisions to the contrary contained in this Agreement, the above Lease Term or any Renewal Term shall be for a period terminating upon the effective date of GRC's failure to devote the Premises to its intended use as a Curling Center for the benefit of the Willmar community.

6.5 Rent: GRC shall, for the entire Lease Term or any Renewal Term, pay to the City without demand, annual rent in the amount of One Dollar ($1.00), plus any amount of the Second Donation payable pursuant to the schedule agreed to by the Parties pursuant to Section 4.1.2 (the "Rent"). GRC shall make rental payments annually before December 31. All payments shall be made to the address specified for the City herein.

6.6 Payment of Taxes:

6.6.1 Payment of Taxes on Real Property: During the Lease Term and any Renewal Term, GRC shall pay all taxes, assessments and governmental charges (collectively referred to as "Taxes") that accrue against the Premises as a result of this Agreement.

6.6.2 Payment of Taxes on Personal Property: During the Lease Term and any Renewal Term, GRC shall be liable for all Taxes levied or assessed against any personal property or fixtures placed in the Curling Center by GRC, whether levied or assessed against GRC or the City.

6.6.3 Taxes Following Sale: Nothing in this Agreement shall be interpreted as requiring GRC to pay any Taxes that accrue against the Premises, or any portion thereof, as a result of the City's sale of the same to a for-profit or otherwise non-exempt third party.

6.7 GRC Personal Property: At all times while this Agreement is in effect, GRC shall be responsible for its personal property, fixtures, equipment or improvements stored or otherwise located on the Premises.

6.8 Utilities: GRC shall be responsible for all utility expenses incurred at the Premises during the Curling Season, including but not limited to, electricity, fuel oil, gas services, telephone, trash collection, water, sewer service, , cable or satellite television, internet

connection fees or any other like utilities serving the Premises. The City shall be responsible for all utility expenses incurred at the Premises during the Off-Season; however the City may, in its sole discretion, discontinue or suspend any such services during the Off-Season, except for essential services needed to maintain the Curling Center. Except as otherwise provided in this Agreement, all utility services requested by GRC shall be supplied and paid for by GRC.

6.9 No Warranty: The City does not warrant that any of the services referred to above or any other services that the City provides upon or to the Premises will be free from interruption. GRC acknowledges that any one or more of such services may be suspended if there is a strike, an accident, or if repairs or improvements must be made for reasons beyond City's control. Any such interruption or discontinuance of services shall never be deemed an eviction or disturbance of GRC's use and possession of the Premises, or any part thereof, or render the City liable to GRC for damages by abatement of rent or otherwise, or relieve GRC from performance of GRC's obligations under this Agreement.

6.10 Subletting and Assignment:

6.10.1 Assignment: GRC shall not assign its leasehold interest under this Article Six or its management and operating responsibilities under Article Seven to any third party without first obtaining the written consent of the City to such assignment.

6.10.2 Subletting: GRC shall not enter into sublease agreements with any third party for the Premises or space thereon without first obtaining the written consent of the City to such assignment. GRC shall require any approved sublessees to enter into a template sublease agreement to be reviewed and approved by the City that requires sublessees to comply with all terms and conditions and satisfy all obligations of GRC under this Agreement. GRC further agrees that it will abide by the terms and conditions of any such sublease agreements.

6.10.3 Short-Term Facility Rental: As part of its management and operating responsibilities, GRC may further market the Curling Center for and enter into per-event, daily, hourly or other short-term facility rental contracts with third parties for community events or other short term uses consistent with the purposes of this Agreement. Such short-term facility rentals shall require the City's written consent, except that such written consent is not necessary for short-term facility rentals for bonspiels and curling tournaments to be held at the Curling Center. GRC shall require any short-term facility users approved by the City or authorized under this Section 6.10.3 to enter into a template short-term facility rental agreement to be reviewed and approved by the City that requires facility users to comply with all terms and conditions and satisfy all obligations of GRC under this Agreement.

6.10.4 Third Party Beneficiary: The City shall be a third party beneficiary of any assignment, sublease or subcontract entered into by GRC with respect to the Curling Center and/or the Premises.

6.10.5 Subordination of Third Party Contracts: Any assignment, sublease or subcontract entered into by GRC with respect to the Curling Center or the Premises shall be subject to the terms of this Agreement. This Agreement shall prevail.

6.10.6 Preservation of Tax-Exempt Status: Notwithstanding the foregoing, so long as any bonds issued by the City pursuant to Section 4.2.4 are outstanding, GRC shall not enter into any sublease or assignment that will adversely impact GRC's 501(c)(3) status or the tax-exempt status of any such bonds.

6.11 Quiet Possession and Subordination:

6.11.1 Covenant of Quiet Possession: The City covenants that GRC, upon paying the Rent and performing the covenants under this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Lease Term and any Renewal Term.

6.11.2 Subordination: This Lease is subject and subordinate to all present or future financial encumbrances on the Premises, and is further subject to all present and future easements, conditions and encumbrances of record, and to all applicable laws, ordinances and governmental rules and regulations. Such subordination shall be self-executing without further act on the part of the City or GRC; provided, however, that GRC shall at any time hereafter, at the request of the City or any lien holder, or any purchaser of the Premises, execute any instruments that may be required, and GRC hereby irrevocably authorizes the City to execute and deliver in the name of GRC any such instrument if GRC fails to do so.

6.12 City's Reserved Rights:

6.12.1 Reservation of Rights. The City reserves the following rights: (a) to take any and all measures necessary or desirable for the operation, safety, protection or preservation of the Premises, including repairs, alterations, decorations, additions or improvements, whether structural or otherwise, in and about the Premises or any part thereof; and (b) to enter to verify use of the Premises. The City shall provide 48 hours' notice prior to entering the Premises during the Curling Season to conduct repairs, alterations, decorations, additions or improvements of a routine or non-urgent nature, and in any event to the greatest extent possible under the circumstances shall not interfere with GRC's activities during the Curling Season. Subject to the foregoing, the City may enter upon the Premises and may exercise any or all of the foregoing rights without being deemed guilty of an eviction (actual or constructive) or disturbance of GRC's use or possession and without being liable in any manner to GRC and without abatement of Rent or affecting GRC's obligations hereunder.

6.12.2 City Use of Premises: The City further reserves the right to use the Premises for its purposes at such times as its use is not previously committed. The City shall work cooperatively to coordinate such uses with GRC.

6.13 Alterations and Improvements:

6.13.1 No Representations: The City has made no promise to alter, remodel, repair or improve the Premises and has made no representation of the condition of the Premises or the suitability of the Premises for the purpose stated herein other than what is contained in this Agreement. GRC shall have the opportunity to thoroughly inspect the Premises after the Substantial Completion Date and shall accept the Premises for occupancy and operation "as is" with all faults and defects of condition.

6.13.2 Alterations and Improvements: GRC shall not make permanent alterations or improvements to the Premises without the written consent of the City. Consent shall be obtained by submitting a written description to the City of the proposed permanent improvement, including its location, size, proposed use, and any other information that may be required by the City. The City may approve, disapprove, require more information, or require certain modifications to the proposed permanent improvement in its sole judgment and discretion. GRC's final written proposal including a clear indication of the City's assent and signed by the City shall constitute written consent of the City. Unless otherwise agreed by both Parties, approved improvements shall be constructed at the sole expense of GRC. Nothing herein shall limit GRC's ability to make temporary or other minor alterations that will not alter the Premises or the Curling Center thereon in a permanent way or affect the ongoing operation of the Curling Center.

6.13.3 Insurance and Security: GRC shall require appropriate insurance, faithful performance bonds, and labor and material bonds for all contractors who work on the Premises, and shall allow no mechanic's liens to be incurred or filed against the Premises.

6.13.4 Lien Waivers: GRC shall provide lien waivers to the City from any contractors or subcontractors furnishing material, service or labor to any alteration or improvement, which the City may, in its discretion, require in advance of approving the alteration or improvement.

6.13.5 Protection from Liens: GRC shall promptly pay for all alterations and improvements that are approved by the City under this Section 6.13, and shall promptly pay all laborers employed and all subcontractors furnishing material or services to GRC for such alterations and improvements. GRC hereby covenants and agrees that GRC will not permit or allow any mechanics' or materialmen's liens to be placed on the City's interest in the Premises during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so filed against City's interest, GRC shall take all steps necessary to remove it within 120 days of its being filed. GRC may contest any such mechanic's liens and prosecute all proceedings for the purpose of such contest pursuant to Minn. Stat. § 514.01, *et seq.* provided GRC first posts a surety bond, in favor of and

insuring the City, in an amount equal to 125 percent of the amount of any such lien, or otherwise protect the City from foreclosure of the Premises.

6.13.6 Improvements Property of City: Any leasehold improvements to the Premises shall be and remain the property of the City and no compensation shall be paid to GRC when and if GRC vacates the Premises.

6.14 Destruction or Damage:

6.14.1 GRC Obligations: GRC shall be responsible for all maintenance or repair costs for damage or destruction to the Premises and/or the Curling Center thereon, including its refrigeration system and ice maintenance equipment, caused by acts or omissions of GRC, its agents, employees, sublessees, contractors, guests or invitees, and further agrees:

(a) That it will obtain all necessary state and local permits for its operations as necessary.

(b) That it will operate in accordance with all federal, state and local laws and regulations.

(c) That, during the Curling Season, it will be solely responsible for security of the Premises and for any loss, damage, or destruction thereof.

(d) That it will keep the Premises in such repair as at the Commencement Date or may be put in during continuance thereof, reasonable wear and tear and damage by fire or extended coverage perils only excepted.

(e) That it will not injure, overload or suffer to be injured or overloaded the Premises or any part thereof.

(f) That it will not make or suffer any unlawful, improper or offensive use of the Premises (as reasonably determined by the City's city council in light of the purposes of this Agreement, the Project, and the Curling Center) or any use thereof contrary to any law of the State or any ordinance of the City now or hereafter made, or which shall be injurious to any person or property or which shall be liable to endanger or affect any insurance on the said Property.

6.14.2 Casualty Damage: If all or a substantial portion of the Premises is rendered un-tenantable by fire or casualty, and it is reasonably anticipated by the City that even though undertaken and pursued with all due diligence, it will require more than four months to repair the Premises, then within 21 days after the fire or casualty, the City shall send a written notice of its determination to GRC. Then either Party may terminate this Agreement as of the date of the fire or casualty by sending the other

party a notice in writing of its election to so terminate within 14 days after the date of the notice from the City described above.

6.15 Holding Over: If GRC, without consent of the City, retains possession of the Premises after the Expiration Date or earlier termination of this Lease pursuant to this Agreement, then the City may elect to recover possession of the Premises by pursuing its rights under this Lease or at law. Any holding over after the expiration of the term of this Lease, with consent of the City, shall be construed to be a tenancy from month to month, at a monthly rental rate of the greater of (i) an amount equal to the amount required to be paid by GRC for the period immediately prior to the date of termination; or (ii) Market Rent (as defined below), and shall otherwise be pursuant to the terms and conditions herein specified. For the purposes of this Section, Market Rent shall mean a monthly rental as reasonably established by the City based on rental rates for athletic/recreational facilities comparable to the Curling Center in the City or comparable communities in Greater Minnesota, taking into account location, condition and improvements to the space. Nothing contained herein shall constitute the consent, express or implied, of the City to the holding over of GRC after the expiration or earlier termination of this Lease.

6.16 Surrender of Possession: Upon the termination of the Lease, GRC shall immediately surrender the Premises (together with any alterations and improvements thereto) to the City in good order, repair and condition, ordinary wear and fire or casualty losses for which GRC is not responsible excepted, and shall remove all equipment, trade fixtures and other items of GRC's property from the Premises. GRC shall pay the City upon demand the cost of repairing any damage to the Premises caused by such removal. GRC shall leave the Premises in its pre-Lease condition, reasonable wear and tear excepted. If GRC fails or refuses to remove GRC's property from the Premises, GRC shall be presumed to have abandoned the property and the City may dispose of the property without incurring liability, at GRC's expense.

ARTICLE SEVEN
Operation and Management

7.1 GRC's Rights and Responsibilities: During the Lease Term and any Renewal Term, the City grants to GRC exclusive control of the Premises, except as otherwise provided in this Agreement, to manage, market, promote, operate, protect, repair and maintain the Premises and provide programming services consistent with the purposes of this Agreement. GRC shall be solely responsible for all costs associated with the operation, management and maintenance of the Premises and the Curling Center thereon, including without limitation expenses of all operations, programs, maintenance, repairs, and taxes, and any other costs, charges or expenses of the Curling Center and/or the Premises, except as otherwise expressly provided herein. The City shall not be obligated to pay for any expenses associated with the Curling Center, the Premises or the operation, management or maintenance or repair thereof unless specifically set forth in this Agreement.

7.1.1 Staffing: GRC shall employ sufficient persons of sufficient expertise, training and qualification and solicit or otherwise obtain volunteer assistance necessary to safely, effectively and efficiently manage, operate and maintain the Premises and the Curling Center during the Curing Season.

7.1.2 Scheduling: GRC shall be solely responsible for developing and maintaining all schedules for use of the Curling Center during the Curling Season, subject to the following requirements:

7.1.2.1 Public Programming: GRC agrees to and shall be responsible for providing an average of five hours per week, during the Curling Season, of public programming to the general public. Public programming shall occur on weekday nights or on weekends, during reasonable hours. Public programming may include, without limitation, open curling hours, lessons, or youth programming.

7.1.2.2 Curling Season Availability: GRC shall make any times during the Curling Season in which GRC has no activities scheduled available to the City for the City's use for curling activities at no charge to the City. GRC shall be responsible for communicating and cooperating with the City as necessary to develop and coordinate scheduling of such City use.

7.1.3 Charges and Fees: GRC may impose reasonable charges on persons occupying or using the Curling Center, including patrons of activities, events and/or other programming conducted on the Premises.

7.1.4 Revenues: So long as GRC is not in default of its obligations under this Agreement, GRC shall be entitled to retain all money derived through its efforts to operate, manage, maintain and use the Premises and the Curling Center and Sales Facilities thereon during the Curling Season, including but not limited to money obtained through fund-raising activities, membership fees, rent or facility use fees, vending machine or concessions sales, or otherwise, and GRC shall spend such monies as it deems appropriate and most productive in operation and management of the Curling Center. If GRC is in default of its obligations under this Agreement, the City shall have the right to retain revenues generated from GRC's operation and management of the Premises to the extent necessary to cure the default as an additional and alternative remedy to termination under Section 11.1.

7.1.4.1 Advertising and Signage: GRC shall have the right to permit advertising in the Curling Center and place signage at the Curling Center year-round. GRC shall be entitled to retain the fee(s) paid by any third-parties for advertising rights. All advertising, signage, and banners (whether interior or exterior) used by GRC on the Premises shall be removable and shall be subject to the following requirements:

(a) All advertising, signs and banners must comply with City ordinances.

(b) Advertising, signs and banner installation, maintenance or removal shall be conducted by GRC. Any modifications required to be made to the Premises for support of advertisement signs must be approved by the City and will be at GRC's expense.

(c) In furtherance of the City's objectives of minimizing chances of abuse, appearance of favoritism, and risk of imposing on a captive audience, the City hereby reserves the right to reject any banner, sign, or other advertising media that it deems inappropriate or offensive, and expressly prohibits the display of political signage on any portion of the Premises. This prohibition includes any materials endorsing or promoting or otherwise related to candidates for political office or political parties.

(d) The Parties agree that the City, in permitting GRC to install advertising, signs and banners in the Curling Center, is not creating a forum for public speech protected by the United States or State of Minnesota Constitutions.

(e) In exchange for the City's grant of advertising and signage rights to GRC, GRC will provide the City the opportunity to display signage in the Curling Center in an area agreed to by both parties, at no cost to the City.

7.1.4.2 Naming Rights: GRC shall have the right during the Lease Term to enter into a naming rights agreement pursuant to which GRC may grant to one or more third parties, on an exclusive or non-exclusive basis in GRC's discretion, the rights to name the Curling Center, to develop an appropriate logo or symbol for the Curling Center, and to display signage on the Premises (collectively, the "Naming Rights"). Any signage to be displayed pursuant to this Section must comply with City ordinances. GRC shall be entitled to retain the fee(s) paid by such third-parties for the Naming Rights. GRC shall require any third parties to whom Naming Rights are granted to enter into a Primary or Secondary Naming Rights Agreement in a form to be approved in advance by the City. Any such Naming Rights Agreement shall grant licenses to GRC and the City to use and to grant to others the right to use the name of the Curling Center and logo approved therein, including without limitation, any copyrights, trademarks, service marks, trade dress and other intellectual property relating to the same, and any derivatives, modifications or alterations thereof in connection with the promotion, marketing and operations of the Curling Center and events held therein. Under no circumstances shall the

term of any such Naming Rights Agreement extend beyond the Expiration Date.

7.1.4.3 Preservation of Tax-Exempt Status: Notwithstanding the foregoing, so long as any bonds issued by the City pursuant to Section 4.2.4 are outstanding, GRC shall not enter into any revenue agreement that will adversely impact GRC's 501(c)(3) status or the tax-exempt status of any bonds issued by the City pursuant to Section 4.2.4.

7.1.5 Ice-Making: GRC shall be responsible, at GRC's expense, for performing all ice-making services at the Curling Center during the Curling Season; however, the City shall be responsible for the refrigeration system and ice maintenance equipment pursuant to Section 7.2.1.

7.1.6 Routine Maintenance and Repairs: GRC shall be responsible for providing routine maintenance and repairs on the Premises during the Curling Season. Routine maintenance and repairs shall include the following:

(a) Keeping the Premises free of debris, broken glass, trash and garbage, and removing all trash from the Premises and not permitting any employee, staff member, agent, or invitee of GRC or any sublessee or patron to place refuse outside the Premises, except in designated trash containers.

(b) Keeping all floor surfaces clean, specifically cleaning such surfaces following all programs, events or other activities involving heavy usage.

(c) Keeping all toilets and sanitary facilities in the Curling Center clean.

(d) Keeping all wall surfaces clean and painted, patching, repairing, and repainting as necessary should any deterioration occur to any wall surface.

(e) Keeping all electrical fixtures, including lights, in good, safe and operable condition, which includes timely replacing all bulbs and other equipment as needed.

(f) Keeping the Premises free of all pests and insect infestations and conducting pest control and exterminations as needed.

(g) Keeping all areas on the Premises dedicated to parking, walkways, or access to the Curling Center free of snow and ice.

(h) Performing all grounds keeping services on the Premises.

(i) Keeping an activity log of all maintenance activity carried out on the Premises or in the Curling Center to record the frequency and type of maintenance performed.

7.1.7 Responsibility for Damage: GRC shall bear maintenance or repair costs for damage to the Premises or the Curling Center caused by acts or omissions of GRC, its members, agents, employees, contractors, guests or invitees.

7.1.8 Sales Facilities: During the Curling Season, GRC shall be responsible for operating, managing and maintaining, at its expense, the Sales Facilities. GRC shall be entitled to any revenues generated by the Sales Facilities during the Curling Season. GRC's operations, management and maintenance responsibilities for the Sales Facilities shall include, without limitation:

(a) Obtaining all necessary state and local permits or licenses for its operations, including but not limited to, from the Minnesota Department of Health, Kandiyohi County, and food vending permits, as applicable.

(b) Operating the Sales Facilities in accordance with all federal, state, and local regulations, including those of the Minnesota Department of Health.

(c) Providing staff for the Sales Facilities and ensuring that such staff is properly trained.

(d) Providing security for the Sales Facilities, including equipment located therein.

(e) Cleaning the Sales Facilities and all accompanying equipment and serving areas following each use thereof, including drain clean out of excessive grease collection caused by operating concessions or kitchen facilities, including supplying cleaning products as necessary therefore.

(f) Maintaining and repairing all equipment used in the Sales Facilities.

(g) Providing any food preparation equipment and management and training for the operation and maintenance thereof.

(h) Maintaining the Sales Facilities free of any statutory nuisance or City Code violations.

(i) Purchasing inventory for the Sales Facilities.

7.1.9 Sale of Alcoholic Beverages: During the Curling Season, alcohol may be sold or served on the Premises by an entity that has obtained the necessary liquor license. GRC shall not allow the consumption of any alcoholic beverages on the Premises, except in accordance with such liquor license and subject to all conditions thereof and applicable City ordinances and state laws. Tobacco products may not be advertised, sold or used on the premises.

7.1.10 Custodial/Cleaning Services: GRC may choose to provide any custodial or cleaning services required by this Section 7.1 on its own, or it may choose to hire a third-party cleaning service provider, at its own expense.

7.2 City Rights and Responsibilities:

7.2.1 Refrigeration System: The City shall have the sole responsibility and authority to operate, maintain, and as necessary repair the Curling Center's refrigeration system and ice maintenance equipment used in the Curling Center at all times after the Substantial Completion Date while this Agreement is in effect.

7.2.2 Off-Season Operation and Maintenance: During the Lease Term or any Renewal Term, the City shall operate and maintain the Curling Center during the Off-Season, performing the functions listed in Section 7.1.6 above as the need therefore shall arise.

7.2.3 Repairs and Improvements: The City shall have the right to cause to be constructed any improvements to the Premises not inconsistent with the purposes of this Agreement, at its cost and expense and in its sole discretion, at any time while this Agreement is in effect, so long as the construction of said improvements does not interfere with GRC's use of the Premises as provided for in this Agreement. The City shall be responsible for causing any repairs to the Curling Center to be made that are necessitated by the City's use of the Curling Center, or that of the City's officers, employees, members and agents, and invitees.

ARTICLE EIGHT
Reporting

8.1 Annual Reports: GRC shall deliver to the City, within 45 days after the end of each fiscal year of GRC during the Lease Term or any Renewal Term, a report detailing its use of the Premises during the preceding year, including all activities and events taking place in the Premises, together with true and correct financial statements of GRC's financial condition and operations prepared according to generally accepted accounting principles for similar facilities for the preceding calendar year and supporting documentation reasonably requested by the City, including but not limited to:

(a) Listing of GRC's Board of Directors.

(b) Documentation of GRC's organizational status, and active registration in good standing with the Minnesota Secretary of State.

(c) Any expenditures made for capital improvements to the Premises.

(d) Income to GRC generated from charges to Curling Center users, Sales Facilities and the sale of advertising and naming rights.

(e) Listing of all of GRC's employees providing services related to the Curling Center and/or the Premises.

(f) Approximate number of persons to whom programming was provided on the Premises for the preceding calendar year.

(g) Report on the physical condition of the Premises and an itemization of needed repairs and improvements.

(h) Statement of fees and charges applicable to programming provided at the Curling Center.

(i) Explanation of any sub-contracted programming provided at the Curling Center.

8.2 Audit. The City may audit the financial statements delivered by GRC to the City pursuant to this Agreement. As determined by the City in its reasonable discretion, and upon written notice to GRC of such determination, the City will retain a reputable auditing firm, acceptable to the City, to conduct an audit of GRC's financial statements at the City's expense. GRC shall make and file an audit report with the City within 90 days of the date of the City's notice. The audit report shall include the following information:

(a) The financial condition of GRC and the Curling Center;

(b) The status of all projects related to the Curling Center;

(c) The status of all sub-leases or use contracts related to the Premises; and

(d) Such other matters relating to the Curling Center's revenues and operating expenses, which may affect the interests of the City, and such other information as the City may require.

ARTICLE NINE
Insurance

9.1 City's Required Insurance: The City shall obtain and maintain, at the City's expense, at such times as specified below, the following insurance policies:

9.1.1 Builder's Risk Insurance: The City shall purchase and maintain at all times during the process of constructing the Project prior to the Substantial Completion

Date, builder's risk insurance in an amount equal to one hundred percent (100%) of the insurable value of the Project on the Substantial Completion Date.

9.1.2 Property Insurance: The City shall purchase and maintain, at all times during the Lease Term and any Renewal Term, property insurance covering the Premises and the Curling Center thereon. The City shall name GRC as an additional insured on such policy.

9.2 GRC's Required Insurance: GRC shall obtain and maintain at its expense, at all times during the Lease Term and any Renewal Term, insurance on GRC's property located in and upon the Premises, and shall assume the risk of loss to such property on the Premises. GRC shall further maintain, at GRC's expense, the following insurance policies in the listed amounts:

Worker's Compensation*	Statutory Limits
Employer's Liability*	$500,000 each accident $500,000 disease policy limit $500,000 disease each employee
Comprehensive General Liability (including coverage for contractual liability and owned, non-owned and hired vehicles)	$2,000,000 property damage and bodily injury per occurrence $2,000,000 general aggregate $2,000,000 Products – Completed Operations Aggregate $100,000 fire legal liability each occurrence $5,000 medical expense
Umbrella or Excess Liability	$1,000,000
Dram Shop	At all times when it is engaged in liquor sales on the premises, GRC or the licensed entity will maintain in full force and effect a "dram shop" insurance policy meeting the requirements of the State of Minnesota for an on-sale intoxicating liquor license, written by a company licensed to do business in the State of Minnesota.

*If necessary upon hiring any employee(s)

9.2.1 Occurrence Form: All policies listed above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.

9.2.2 Satisfaction of Minimum Coverage Limits. GRC may achieve the required limits and coverage for Commercial General Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages specifically required under this Section 9.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess or umbrella policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

9.2.3 Additional Insured Status: With the exception of the Worker's Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by GRC under this Agreement and shall name the City as an additional insured under the policy.

9.2.4 Notice of Cancellation: All polices listed above shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without 30 days prior written notice to City.

9.2.5 Certificates of Insurance. True, accurate and current certificates of insurance, showing evidence of the insurance coverages required in this Section 9.2, shall be provided to the City by GRC prior to the Commencement Date, and will be attached hereto as **Exhibit F**.

9.2.6 Effect of Failure to Provide Insurance. If GRC fails to provide the specified insurance or to require the specified insurance from subcontractors, as applicable, then GRC will defend, indemnify and hold harmless the City and the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. The stated indemnity continues until all applicable statutes of limitation have run. If a claim arises within the scope of the stated indemnity, the City may require GRC to:

(a) Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or

(b) Furnish a written acceptance of tender of defense and indemnity from the City's insurance company.

GRC will take the action required by the City within 15 days of receiving notice from the City.

Notwithstanding the foregoing, the City reserves the right to terminate this Agreement pursuant to Section 11.1 in the event that insurance requirements are not maintained or required as provided herein during the Lease Term and any Renewal Term.

ARTICLE TEN
Indemnification

10.1 Indemnification of City: GRC shall indemnify, protect, save, hold harmless and insure City, and its respective officers, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by GRC or its agents, employees, contractors or subcontractors with respect to GRC's performance of its obligations under this Agreement or its presence on or use of the Premises, or that of GRC's employees, members, board, officers, agents, sub-lessees, volunteers, clients and invitees. GRC shall defend the City against the foregoing, or litigation in connection with the foregoing, at GRC's expense, with counsel reasonably acceptable to City. City, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

10.2 Assumption of Risk: GRC knows, understands and acknowledges the risks and hazards associated with using the Premises for the purposes stated herein and hereby assumes any and all risks and hazards associated therewith. GRC 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 GRC as a result of GRC's use of the Premises, and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.

10.3 Indemnification of GRC: The City shall indemnify GRC against any and all claims and demands for damages which may arise out of or be caused by City's use of the Curling Center, or that of the City's officers, employees, members and agents, and invitees.

10.4 No Third-Party Right of Action: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City or GRC. GRC's operating and management services under this Agreement are being performed for City's benefit, and no other entity shall have any claim against GRC because of this Agreement or the performance or nonperformance of services provided hereunder.

ARTICLE ELEVEN
Termination

11.1 Termination: Notwithstanding the foregoing, this Agreement may be terminated; (i) by mutual agreement of the parties at any time; (ii) by either Party in the event they file to agree on the Final Design pursuant to Section 5.1.6; (iii) by either Party in the event they fail to agree to modifications of the Final Design pursuant to Section 5.2.3 following GRC's disapproval of the lowest responsible bid; (iv) by the City in the event GRC fails to satisfy its Fundraising Obligation requirements; (v) by either Party, upon 60 days' written notice to the other Party, if the conditions to the issuance of bonds pursuant to Section 4.2.4 are not satisfied and the Parties are unable to agree to an alternative means of funding the construction of the Project; (vi) by the City in the event GRC loses its tax exempt 501(c)(3) status during the term of any tax exempt bond issued to fund any portion of the Project; or (vii) by either Party for default of the Other Party, upon 60 days' written notice to the other Party.

11.2 Personal Property Upon Termination: If this Agreement is terminated or not renewed for any reason, GRC shall remove its personal property from the Premises and the Curling Center within the 60 day notice period. Failure of GRC to remove its personal property within 60 days of written notification shall constitute a waiver of GRC's right and the items may then be disposed of or used at the discretion of the City. If the items are disposed of by the City, the costs of disposal shall be the responsibility of GRC.

ARTICLE TWELVE
Default and Remedies

12.1 GRC Default: If GRC shall default in the payment of any installment of the Rent or in the payment of any other sum required to be paid by GRC under this Agreement, including GRC's First Donation and Second Donation, and such default shall continue for 15 days after written notice to GRC, or if GRC shall default in the observance or performance of any of the other covenants, obligations or conditions in this Agreement, which GRC is required to observe or perform, and such default shall continue for 30 days after written notice to GRC, or if GRC loses its tax-exempt 501(c)(3) status while any tax-exempt bonds issued by the City pursuant to Section 4.2.4 remain outstanding or otherwise takes any action that could cause any such tax-exempt bonds issued by the City to no longer be tax exempt, or if a default involves a Hazardous Material and is not cured by GRC immediately upon written notice to GRC, or if the interest of GRC in this Agreement shall be levied upon under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by GRC, or if any involuntary petition in bankruptcy shall be filed against GRC under any federal or state bankruptcy or insolvency act and shall not have been dismissed within 30 days following the filing thereof, or if a receiver shall be appointed for GRC or any of the property of GRC by any court and such receiver shall not be dismissed within

30 days from the date of appointment, or if GRC shall make an assignment for the benefit of creditors, or if GRC shall abandon or vacate the Premises, then the City may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may, in accordance with Section 11.1 of this Agreement, terminate this Agreement and repossess the Premises and the Curling Center thereon, in addition to all other rights and remedies provided at law or in equity.

12.2 City Default: If the City shall default in the payment of any sum required to be paid by the City under this Agreement, or if the City shall default in the observance or performance of any of the other covenants, obligations or conditions in this Agreement, which the City is required to observe or perform, and such default shall continue for 30 days after written notice to the City, then GRC may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may, in accordance with Section 11.1 of this Agreement, terminate this Agreement, in addition to all other rights and remedies provided at law or in equity.

ARTICLE THIRTEEN
Miscellaneous

13.1 Notices: Any notice, demand, or other communication required or permitted to be given hereunder shall be deemed delivered and effectively given when delivered personally to the representatives of the City and GRC identified below or three (3) business days after being mailed by registered or certified mail, return receipt requested, addressed as follows:

To City:
City of Willmar
Attn: City Administrator
333 6th Street SW
Willmar, MN 56201

To GRC:
Glacial Ridge Curling
Attn: Current President
P.O. Box 3046
2707 Arena Drive
Willmar, MN 56201

Either Party may change its address or the identity of its designated representative named above by written notice to the other Party in the manner stated in this paragraph.

13.2 Voluntary and Knowing: The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

13.3 Authorized Signatories: The Parties each represent and warrant to the other that (i) the persons signing this Agreement are authorized signatories for the entities represented; and (ii) 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.

13.4 Relationship of Parties: With respect to GRC's management and operating responsibilities under this Agreement, GRC at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find GRC to be an employee of the City, and GRC shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. GRC shall comply with the applicable provisions of all Federal and State tax laws. GRC shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. GRC is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes and paying all other employment tax obligations on their behalf. The authority of GRC with respect to the Curling Center shall be limited to those matters which as specifically addressed in this Agreement.

13.5 Condemnation: If all or any part of the Premises is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, any money paid because of such condemnation or conveyances shall be paid to the City.

13.6 Governing Law: This Agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.

13.7 Data Practices: The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minn. Stat. § 13.01 *et seq.*

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

13.9 Nondiscrimination: GRC shall not discriminate against any employee, applicant for employment, member, or user or participant in the Curling Center. GRC and its employees, members and agents shall not discriminate because of race, religion, color, creed, age, disability, sex, national origin, sexual orientation, or status with regard to public assistance, or as otherwise prohibited by state or federal law, against any person by refusing to furnish such person any service or privilege offered to or enjoyed by the

general public, nor shall GRC or its employees and agents publicize GRC or the Curling Center or any accompanying facilities provided under this Agreement in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, creed, age, disability, sex, national origin, sexual orientation, status with regard to public assistance, or other protected status as described in state or federal law. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

13.10 Compliance with laws: The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

13.11 Dispute Resolution: The City and GRC agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. The City and GRC further agree to require an equivalent dispute resolution process governing all contractors, subcontractors, sublessees, suppliers, consultants, and fabricators concerned with the Curling Center.

13.12 Force Majeure: The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

13.13 Interest by City Officials: No elected or appointed official, officer, or employee of the City shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

13.14 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.

13.15 Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if

the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

13.16 Headings, Captions and Recitals: Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of this Agreement or any provision hereof. The recitals set forth at the beginning of this Agreement are a part of this Agreement.

13.17 Survivability: All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the City and GRC arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

13.18 Exhibits: The exhibits attached to this Agreement are considered an integral part of it as if fully set forth within it.

13.19 Entire Agreement: All prior understandings, letters of intent, discussions and agreements are merged in the governing terms of this Agreement, which is a complete and final written expression of the intent of the parties. Every warranty or representation binding upon the City is set forth in this Agreement. The City makes no further warranties or representations and GRC has not relied on any other warranties or representations, express or implied, relative to the condition of the Premises or the terms of this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and those of any other agreement between the Parties, the terms of this Agreement shall govern.

13.20 Modification/Amendments: Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by GRC's Board of Directors and the Willmar City Council, and signed by an authorized representative of the City and GRC.

13.21 Execution: This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

[*Remainder of page left intentionally blank*]

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

GLACIAL RIDGE CURLING

By: Don Nelson Date: 8/15/18

Don Nelson, President

CITY OF WILLMAR

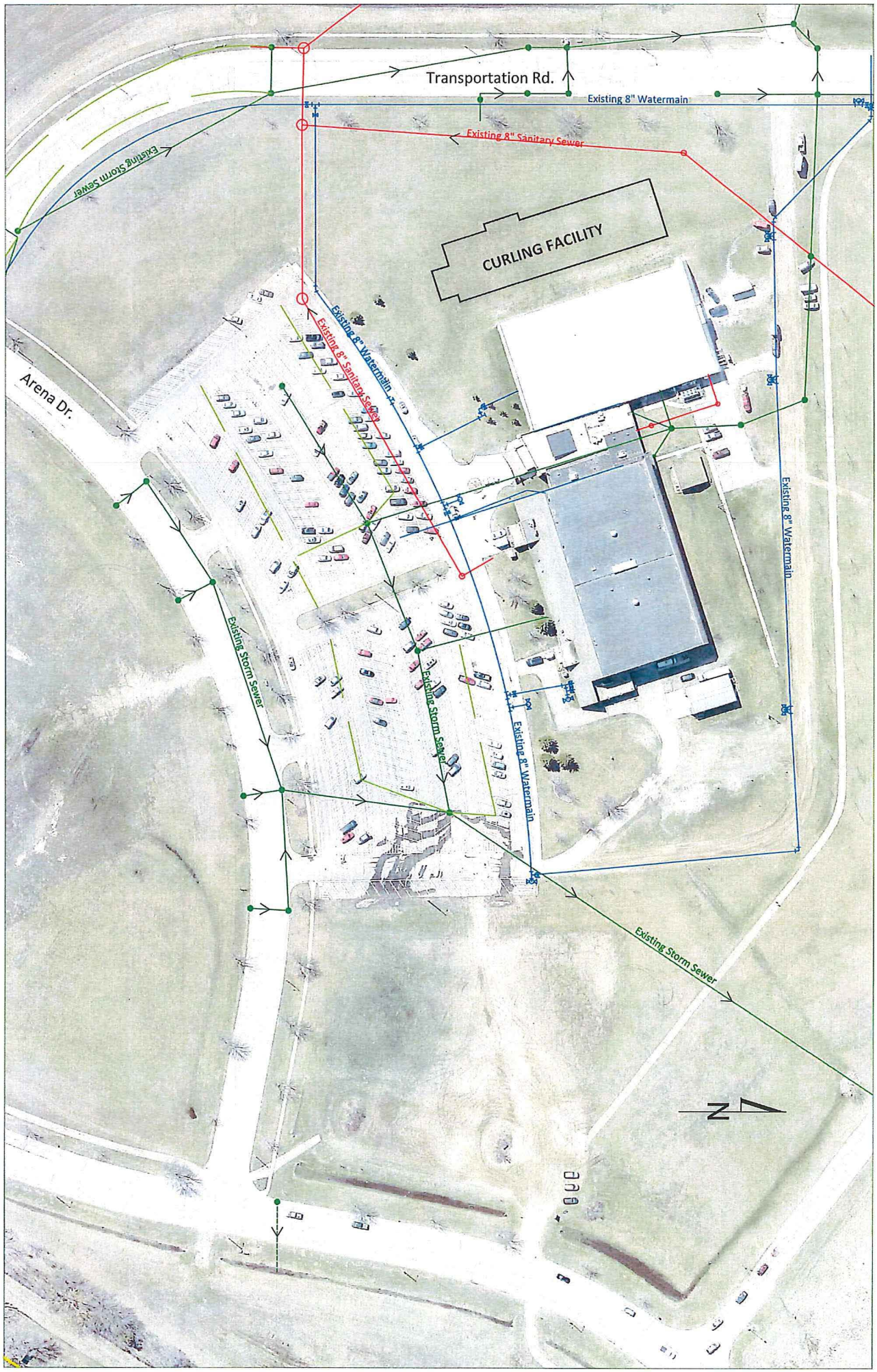
By: _____ Date: _____

Marvin Calvin, Mayor

ATTEST:

_____ Date: _____

Isaac Holland, City Administrator


Transportation Rd.
Existing 8" Watermain
Existing 8" Sanitary Sewer
Existing Storm Sewer
CURLING FACILITY
Arena Dr.
Existing 8" Watermain
Existing 8" Sanitary Sewer
Existing Storm Sewer
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Existing 8" Watermain
Existing 8" Watermain
Existing Storm Sewer
N

EXHIBIT A

Legal Description of City's Civic Center Property

EXHIBIT B

Legal Description of Premises

EXHIBIT C

Depiction of Premises

EXHIBIT D

Scheduled of Date(s) for GRC's Second Donation

EXHIBIT E

City-Requested Elements included in Final Design

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

EXHIBIT F

GRC's Certificates of Insurance

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: August 20, 2018
From: Sean E. Christensen, P.E. Public Works Director	Subject: Public Works Pickup Truck Purchase

AGENDA ITEM: Public Works Pickup Truck Purchase

INTRODUCTION/REQUEST:
The purchase of a pickup truck for the Public Works Department.

HISTORY:
The Public Works Department is requesting to purchase an additional pickup truck for the newly created Project Manager. The current fleet of pickups are occupied by the operators, foreman and superintendent.

CURRENT CIRCUMSTANCE:
Staff solicited quotes from local dealers with one received from Schwieters Chevrolet of Willmar, Inc. in the amount of $27,024.00. The unit would be a 2018 Silverado 1500 regular cab pickup and would match the Silverado units previously purchased this year.

RECOMMENDATIONS:
Approve the purchase of one Chevrolet Silverado from Schwieters Chevrolet of Willmar, Inc. in the amount of $27,024.00.

Reappropriate unspent funds from the 2018 CIP Public Works pickup trucks to fund the purchase.

FINANCIAL IMPACT:
Unspent funds from the Public Works Silverado pickups purchase will be used to fund the purchase.

ALTERNATIVES:
1. Do not purchase the pickup.

REVIEWED BY: Ike Holland, City Administrator

COUNCIL MEETING DATE: August 20, 2018

WILLMAR

PUBLIC WORKS

DIRECTOR/CITY ENGINEER
City Office Building
Box 755 320-235-4202
STREET/PARK SUPERINTENDENT
801 Industrial Dr. SW 320-235-3827
WASTEWATER TREATMENT
3000 75th St. SW 320-235-4760
Willmar, Minnesota 56201
Fax 320-235-4917
www.willmarmn.gov

Memorandum

TO: Ike Holland, City Administrator

FROM: Sean Christensen Public Works Director

DATE: August 13, 2018

RE: Purchase of a Pickup Truck

Staff is in the process of proceeding with the purchase of a Pickup Truck for the newly created position of Project Manager.

I am requesting approval to purchase a 2018 Chevrolet Silverado 1500 Regular Cab 4wd. The cost of this unit is $27,024.00. The unit would be purchased from Schwieters Chevrolet of Willmar. I did reach out to Mills Ford for quotes and have not received any at this point. Staff is requesting to appropriate unspent funds left over from previous vehicle purchases. Please note tax and license would be added later on the pickup truck.

Please let me know if you questions.

gm

Approval: _____

2018 SILVERADO 1500 4WD 1WT REG — GENERAL MOTORS LLC

GPA GRAPHITE METALLIC /V8G

H2R JET BLACK / DARK ASH — RENAISSANCE CENTER

ORDER NO. VTHK0R/TRE STOCK NO. — DETROIT MI 48243-1114

VIN 1GC NKNE C6 JZ274686 — VEHICLE INVOICE 1OD70680680

**********6910******13*34505S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
CK15903 SILVERADO 1500 4WD 1WT RE	32600.00	31133.00	INVOICE 02/26/18
C5W GVW RATING - 7,000 LBS	N/C	N/C	SHIPPED 02/24/18
FE9 50-STATE EMISSIONS	N/C	N/C	EXP I/T 03/12/18
GU4 REAR AXLE 3.08 RATIO	N/C	N/C	INT COM 03/12/18
L83 ENGINE, 5.3L V8 ECOTEC3	1195.00	1087.45	PRC EFF 02/22/18
MYC TRANSMISSION, 6 SPD AUTOMATIC	N/C	N/C	KEYS XXXXX XXXXX
PCM WT CONVENIENCE PACKAGE:	975.00	887.25	WFP-S MTH OPT-2
* POWER WINDOWS,			BANK: WELLS FARGO
DRIVER EXPRESS UP AND DOWN,			CHG-TO 34-505
PASSENGER EXPRESS DOWN			
* GLASS, DEEP-TINTED			SHIP WT: 4881
* REMOTE KEYLESS ENTRY, INCL.			HP: 45.4
REMOTE LOCKING TAILGATE			GVWR: 7000
* POWER HEATED OUTSIDE MIRRORS			GAWR.FT: 3950
* POWER OUTLET, 110-VOLT AC			GAWR.RR: 3950
Z82 TRAILERING EQUIPMENT PKG INCL:	790.00	718.90	EMPLOY: 34168.54
AUTO LOCKING REAR DIFFERENTIAL			SUPPLR: 35521.60
			NTR: 1/2
			EMPINC: 1944.52
			SUPINC: 591.45

35024
- 8000
$27024

TOTAL MODEL & OPTIONS	35560.00	33826.60	ACT 237 34154.80
DESTINATION CHARGE	1395.00	1395.00	H/B 261 1066.80
DEALER IMR CONTRIBUTION		177.80	ADV 261 177.80
TOTAL	36955.00	35399.40	PAY 310 35399.40
MEMO: TOTAL LESS HOLDBACK AND APPROX WHOLESALE FINANCE CREDIT		33843.60	

****

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

****

FRONTIER MOTORS

RESOLUTION NO._____

A RESOLUTION AWARDING THE PURCHASE OF ONE CHEVROLET SILVERADO PICKUP IN THE AMOUNT OF $27,024.00.

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 Schwieters Chevrolet of Willmar, Inc. for one 2018 Chevrolet Silverado pickup is accepted, and the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into agreements with the bidder for the terms and consideration of the contracts in the total amount of $27,024.00.

BE IT FURTHER RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, to authorize the Finance Director to amend the Capital Improvement Fund Budget as follows:

Decrease:	2018 CIP Budget Public Works Silverado Pickups	$27,024.00
Increase:	2018 CIP Budget Public Works Brush Site Gate System Project	$27,024.00

Dated this 20th day of August, 2018

_____
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: August 20 2018
From: Sean E. Christensen, P.E. Public Works Director	Subject: WWTF Lot Overlay Change Order

AGENDA ITEM: WWTF Lot Overlay Change Order

INTRODUCTION/REQUEST:
Change Order No. 1 for the WWTF Maintenance Facility lot overlay project

HISTORY:
The parking lot of the Wastewater Treatment Maintenance Facility was identified in the Pavement Management Program for an overlay. The project includes milling the existing 1 ½ inch wear course as directed by the engineer and paving new bituminous. Manholes and water valves will also be adjusted and the salvaged existing bituminous surface to become property of the contractor. The project was awarded to Duininck, Inc. in the amount of $38,780 at the May 21st Council Meeting.

CURRENT CIRCUMSTANCE:
Change Order No. 1 in the amount of $5,823.84 resulted from additional bituminous required to resolve existing lot irregularities.

RECOMMENDATIONS:
Approve Change Order No. 1 in the amount of $5,823.84 for the Wastewater Treatment Maintenance Facility lot overlay project.

Reappropriate $5,823.84 from the 2018 WWTF FOG Pad project to fund the Wastewater Treatment Maintenance Facility lot overlay project.

FINANCIAL IMPACT:
Re-appropriation is required to fund the project change order.

REVIEWED BY: Ike Holland, City Administrator

COUNCIL MEETING DATE: August 20, 2018

Project No. Wastewater Maintenance Facility Overlay

CHANGE ORDER NO. 1

CITY OF WILLMAR, MINNESOTA

PROJECT – DUININCK INC. P.O.BOX 208, PRINSBURG, MN 56281

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

Cost Summary:	Original Contract	$38,780.00
	As Constructed Contract	$44,603.84
	Change Order No. 1 (Additional Bituminous Required to Resolve Existing Lot Irregularities.)	$5,823.84
	Contract Total	$44,603.84

Date: July 16, 2018

CITY OF WILLMAR:

Isaac Holland, City Administrator

DUININCK INC.

Contractor

RESOLUTION NO._____

A RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR THE WWTF LOT OVERLAY PROJECT AND REAPPROPRIATION OF FUNDS.

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 amend the contract for the WWTF Lot Overlay project between the City of Willmar and Duininck, Inc. by Change Order No. 1 in the amount of $5,823.84.

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

Decrease:	2018 CIP Budget WWTF FOG Pad Project	$5,823.84
Increase:	2018 CIP Budget WWTF Lot Overlay Project	$5,823.84

Dated this 20th day of August, 2018

_____
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: August 20, 2018
From: Ike Holland, City Administrator	Subject: Recreation Director Position Appointment

AGENDA ITEM: Consideration of Recreation Director Position Appointment

INTRODUCTION/REQUEST: The City Council approve the interview committee's recommendation for the position of Recreation Director.

HISTORY: The City held a public hearing on August 6, 2018 to establish a Recreation Department within the City structure due to the dissolution of the WCER agreement tentatively set for September 1, 2018.

CURRENT CIRCUMSTANCE: Due to the establishment of the Recreation Department, several employee positions need to be filled. An interview committee consisting of Council Member Fagerlie, City Administrator Holland, Human Resource Director Beckman and Public Works Director Christensen interviewed four candidates for the position of Recreation Director. At this time the interview committee would like to make their recommendation to the Council for consideration.

RECOMMENDATIONS: The Council approve the appointment of the Recreation Director as recommended by the interview committee.

FINANCIAL IMPACT: NA

ALTERNATIVES:

1. Select a different candidate
2. Hold more interviews

REVIEWED BY: Ike Holland, City Administrator

WORK SESSION DATE: NA

COUNCIL MEETING DATE: August 20, 2018

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: August 20, 2018
From: Ike Holland, City Administrator	Subject: Use of City Equipment for Community Events Policy

AGENDA ITEM: Consideration of Use of City Equipment Policy for Community Events

INTRODUCTION/REQUEST: The City Administrator requested the City Attorney draft a policy that applies to all City-owned equipment maintained in all City departments.

HISTORY: The City does not have an adopted policy for city-owned equipment that may be made available for use only by non-profit organizations and any associated entities in connection with such organization's hosting of a community event in the City that is open to the general public.

CURRENT CIRCUMSTANCE: The City currently does not have a policy governing the use of city-owned equipment. For clarity and to establish procedures to be followed, a policy and equipment request form have been drafted for consideration by the Council.

RECOMMENDATION: Approve City-owned Equipment Use Policy as presented.

ISSUES: NA

FINANCIAL IMPACT: None.

ALTERNATIVES:
1. Do not pass the policy.
2. Discuss and approve changes to the policy.

RECOMMENDED MOTION: Approve motion adopting Use of City-owned Equipment Policy.

REVIEWED BY: Ike Holland, City Administration

WORK SESSION DATE: August 6, 2018

COUNCIL MEETING DATE: August 20, 2018

CITY OF WILLMAR
POLICY ON USE OF CITY EQUIPMENT
FOR COMMUNITY EVENTS

Purpose:

- The City Council of the City Willmar finds that supporting community events is in the public interest and promotes the general health, safety and welfare because community events create a more vibrant and livable community and increase civic pride and engagement. Recognizing the value of community events, the Willmar City Council finds that on occasion certain City-owned equipment should be made available to private, not-for-profit organizations hosting community events in the City that are open to the general public.

Scope:

- This Policy applies to all City-owned equipment maintained in all City departments as approved for use under this policy by the City Administrator or his or her designee.

Policy:

- City-owned equipment, as identified in the discretion of the City Administrator or his or her designee, may be made available for use only by non-profit organizations and any associated entities in connection with such organization's hosting of a community event in the City that is open to the general public.
    - Examples of City-owned equipment that may be made available for use under this policy include (but are not limited to) the City's Showmobile (a portable stage), picnic tables, bleachers, barricades, tables and chairs, and such other equipment as may be approved from time-to-time for use at community events by the City Administrator.
- City-owned equipment may not be used for private events (i.e. events that are not open to the general public).
- City-owned equipment may not be taken outside of the City's municipal boundaries unless the requesting party has received prior authorization from the City Administrator or his or her designee in writing.
- Requesting parties must submit an Equipment Use Request, on a form to be provided by the City that is substantially consistent with the form appended hereto, not less than 30 days prior to the event.
- Requesting parties must submit a check deposit in the amount of $200 per item of equipment requested, or as otherwise approved by the City Administrator depending on the nature of the specific equipment requested, made payable to the City of Willmar. The deposit check must be submitted with the Equipment Use Request

form. If there is no damage to the equipment, the deposit will be returned in full, less any applicable delivery or pickup fees, at the time the equipment is returned to the City. If the equipment is damaged, the deposit will be forfeited to the City to the extent required to fully repair the damage. If the requesting party's Equipment Use Request is denied, the deposit will be returned in full.

Procedure:

- Upon submission of an Equipment Use Request, the City Administrator or his or her designee will review the Request and respond to said Request within 15 business days.
    - The City Administrator or his or her designee shall review the Equipment Use Request for completeness and evaluate whether the requesting party has met all the criteria of this Policy for using the City-owned equipment.
- The City Administrator or his or her designee shall either accept or deny the Request and shall inform the requesting party of such acceptance or denial within 15 business days of receiving the Request.
- Upon acceptance of the request, the City Administrator or his or her designee shall be responsible for ensuring the City-owned equipment requested will be available on the date(s) requested in the Equipment Use Request.
- The City Administrator or his or her designee shall be responsible for inspecting the City-owned equipment being requested prior to its use by the requesting party for any damage. The City Administrator or his or her designee shall be responsible for re-inspecting the equipment after it has been returned to the City for any new damage.
- The City Administrator or his or her designee shall be responsible for establishing the procedures to be followed to ensure safe transport of the City-owned equipment to and from the site of the approved community event, taking into consideration the unique circumstances surrounding each request and community event. In the event equipment delivery to or pickup from the site of the community event is provided by the City, a fee of $25 per item delivered or picked up, or such other amount as approved by the City Administrator depending on the nature of the equipment delivered or picked up, shall apply.

APPENDIX A

Equipment Use Request Form

Instructions to Requesting Parties: Non-profit organizations and any associated entities in connection with such organization's hosting of a community event in the City of Willmar that is open to the general public may complete the request form below for the use of various City-owned equipment such as the City's Showmobile extra stage, picnic tables, bleachers, barricades, tables and chairs. Requesting parties must comply with the criteria listed below. If you have questions regarding this request form, please contact the City's Recreation Department.

Equipment Usage Policy and Criteria

1. City-owned equipment may only be used by non-profit organizations and any associated entities in connection with such organization's hosting of a community event in the City that is open to the general public.
2. City-owned equipment may not be used for private events (i.e. events that are not open to the general public).
3. City-owned equipment may not be taken outside of the City's municipal boundaries unless the requesting party has received prior authorization from the City Administrator or his or her designee in writing.
4. Requesting parties must submit this Equipment Use Request not less than 30 days prior to the event.
5. Requesting parties must submit a check deposit in the amount of $200 made payable to the City of Willmar. The deposit check must be submitted with the Equipment Use Request. If there is no damage to the equipment, the deposit will be returned at the time the equipment is returned to the City, less any delivery or pickup charges. If the requesting party's Equipment Use Request is denied, the deposit will be returned in full.

The Equipment Use Request and the accompanying check deposit must be submitted to the City's Recreation Department. The Equipment Use Request will be processed as soon as possible, and your permit will be issued only when all required information has been submitted and reviewed.

Name _____ Date _____

Address _____

Phone Number _____ Organization _____

Date of Event _____ Location of Event _____

Non-Profit Organization (circle one) Yes No

If Yes, Non-profit # _____

If not a non-profit organization, is the event for a charitable cause? (circle one) Yes No

If yes, what is the name of the charity? _____

Describe items requested:

_____

_____

_____

_____

If the Equipment Use Request is approved, all items will be delivered to the **location of the event**, subject to a $25.00 delivery fee per item of equipment delivered (or such other amount as approved by the City Administrator), unless alternative arrangements are made with the City. It is the responsibility of the event organizer to setup all equipment, and breakdown all equipment upon completion of the event. Employees from the City's Public Works Department will pick up the items on the day following the event, subject to a $25.00 pickup fee per item of equipment picked up (or such other amount as approved by the City Administrator) , unless alternative arrangements are made with the City. Equipment CANNOT be taken off site of the event that is approved on this equipment request form. Equipment CANNOT be taken outside the City of Willmar. If items are found to be used elsewhere, subsequent usage of the equipment shall be denied, and Requesting party may be assessed an additional fee.

My signature on this document acknowledges that I have read and agree to abide by the Equipment Usage Policy and Criteria set forth herein. I acknowledge that our organization or entity accepts full responsibility for the proper care, maintenance, and accountability of the items listed. I further understand that our organization or entity will forfeit our deposit for any items lost, stolen, or damaged. I am an authorized representative of my organization or entity and can financially obligate the organization for any loss.

_____ _____

Signature of Applicant Date

For Office Use Only:

Permit No. _____ Date Approved _____ Date Denied _____