

**WILLMAR CITY COUNCIL MEETING
MONDAY, JULY 2, 2012, 7:00 P.M.
COUNCIL CHAMBERS, WILLMAR MUNICIPAL UTILITIES
700 WEST LITCHFIELD AVENUE, WILLMAR, MINNESOTA**

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Consent Items:
Approve: A. City Council Minutes of June 18, 2012
 B. Rice Hospital Board Minutes of May 30, 2012
 C. Municipal Utilities Commission Minutes of June 25, 2012
 D. Planning Commission Minutes of June 27, 2012
Accept: E. Accounts Payable through June 27, 2012
 F. Willmar Charter Commission Minutes of April 17, 2012
 G. Board of Zoning Appeals Minutes of June 25, 2012
6. Items Removed from Consent Agenda
7. Consideration of Resolution Accepting Offer on the Sale of \$1,460,000 General Obligation Improvement Bonds, Series 2012B, Providing for Their Issuance and Levying a Tax for the Payment Thereof
8. City of Willmar Website Demonstration
9. Willmar City Council Open Forum
10. Mayoral Proclamation: Park and Recreation Month
11. Finance Committee Report for June 25, 2012
Action Item: A. Consideration of Resolution to Reallocate Public Works Capital Outlay
12. Public Works/Safety Committee Report for June 26, 2012
Action Items: A. Consideration of Quotes for Replacement of Lift Station Pumps
 B. Consideration of Bids for Project 1202 (MnDOT Water Main Relocation)
 C. Consideration of Agreement with BNSF Railway Company (Trott Avenue Crossing)
13. Community Development Committee Report for June 28, 2012
14. Consideration of 3.2% Liquor and On-Sale Wine Liquor License: KRA Speedway
15. Consideration of Temporary On-Sale Liquor License: Willmar Fraternal Order of Eagles
16. Announcement of Council Committee Meeting Dates
17. Miscellany:
 A.
 B.
 C.
18. Adjourn

WILLMAR CITY COUNCIL PROCEEDINGS
COUNCIL CHAMBERS
WILLMAR MUNICIPAL UTILITIES BUILDING
WILLMAR, MINNESOTA

June 18, 2012
7:00 p.m.

The regular meeting of the Willmar City Council was called to order by the Honorable Mayor Frank Yanish. Members present on a roll call were Mayor Yanish, Council Members Doug Reese, Ron Christianson, Denis Anderson, Steve Ahmann, Rick Fagerlie, Jim Dokken, and Tim Johnson; Present 8, Absent 1 - Bruce DeBlicek was excused from the meeting.

Also present were City Administrator Charlene Stevens, Police Chief David Wyffels, Fire Chief Marv Calvin, Public Works Director Holly Wilson, Finance Director Steve Okins, City Attorney Robert Scott, and City Clerk Kevin Halliday.

The Council requested the Police Commission Minutes of April 26, 2012, be removed from the Consent Agenda.

Council Member Anderson offered a motion adopting the Consent Agenda which included the following: City Council Minutes of June 4, Municipal Utilities Commission/City Council Joint Minutes of June 4, Municipal Utilities Commission Minutes of June 11, Applications for Exempt Permits - Willmar Curling Club and Willmar Firefighters Association; Accounts Payable through June 13, and Building Inspection Report for May, 2012. Council Member Reese seconded the motion, which carried.

The Council discussed the final tests results of the police officer hiring process noting Veteran's preference points. The Police Commission Minutes of April 25, 2012, were approved as presented upon motion by Council Member Dokken, seconded by Council Member Reese, and carried.

Mayor Yanish acknowledged that no one had signed up to address the City Council during its scheduled Open Forum.

At 7:02 p.m. Mayor Yanish opened the annual 2012 Storm Water Permit/Pollution Prevention Program hearing. Public Works Director Wilson noted the purpose of the hearing was to raise awareness of the importance of good storm water management, to provide an update on the current status of compliance with the MS4 Permit conditions, plans for the future, and allow the public to comment on the City's implementation procedures. Following Director Wilson's presentation and questions from the Council, Mayor Yanish closed the hearing at 7:12 p.m. This matter was for information only.

The Finance Committee Report for June 11, 2012, was presented to the Mayor and Council by Council Member Anderson. There were six items for Council consideration.

Item No. 1 City Planner/Airport Manager Sauer explained to the Committee that there are cracks in the runway at the airport which need to be addressed. The 2012 Airport Capital Outlay Program has \$9,000 designated for crack seal improvements and \$50,000 to seed/sod the runway. It is being proposed that \$5,000 of the runway funds be redesignated to cover the additional costs of a professional services contract to provide design, bidding and construction services to crack seal the runway.

The Committee was recommending to the Council that the 2012 Airport Capital Outlay Budget be amended by reappropriating \$5,000 from the seeding/sodding project to the crack seal improvements project for a professional services contract to provide design, bidding, and construction services. Resolution No. 1 was introduced by Council Member Anderson, seconded by Council Member Fagerlie, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 7, Noes 0.

RESOLUTION NO. 1

BE IT RESOLVED by the City Council of the City of Willmar to authorize the Finance Director to amend the 2012 Airport Capital Outlay Budget as follows:

Increase:	2012 Crack Seal Improvements	\$5,000.00
Decrease:	2012 Seeding/Sodding Runway	\$5,000.00

Dated this 18th day of June, 2012.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

Following discussion, the Committee was recommending that the City of Willmar enter into a professional services agreement with Bolton and Menk to design, bid, and provide construction services for the runway crack seal improvements project at the airport for \$13,442.

Resolution No. 2 was introduced by Council Member Anderson, seconded by Council Member Johnson, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 7, Noes 0.

RESOLUTION NO. 2

WHEREAS, the City of Willmar desires to retain a firm to design, bid and provide construction services for the runway crack seal improvements at the municipal airport; and

WHEREAS, a proposal has been made by the firm of Bolton and Menk, Inc. for a not to exceed figure of \$13,442.00;

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

Dated this 18th day of June, 2012.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

Item No. 2 The Committee was informed that the Fire Department has received two donations as a result of the i3 at MTC Conference on April 14, 2012. ACGC Schools donated \$75 and MinnWest Technology Campus donated \$812.15. The Committee was recommending the Council accept the donation of \$75, amend the budget accordingly, and send a letter of appreciation to ACGC Schools.

Resolution No. 3 was Council Member Anderson, seconded by Council Fagerlie, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 7, Noes 0.

RESOLUTION NO. 3

WHEREAS, the Willmar Fire Department has received a donation in the amount of \$75.00 from ACGC (Atwater-Cosmos-Grove City) School;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Willmar, Minnesota, that the City accept the donation from ACGC and that the City Administrator be directed to express the community's appreciation.

Dated this 18th day of June, 2012.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

The Committee further recommended that the Council accept the donation of \$812.15, amend the budget accordingly and send a letter of appreciation to MinnWest Technology Campus. Resolution No. 4 was introduced by Council Member Anderson, seconded by Council Member Christianson, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 7, Noes 0.

RESOLUTION NO. 4

WHEREAS, the Willmar Fire Department has received a donation in the amount of \$812.15 from MinnWest Technology Campus;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Willmar, Minnesota, that the City accept the donation MinnWest Technology Campus and that the City Administrator be directed to express the community's appreciation.

Dated this 18th day of June, 2012.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

Item No. 3 City Clerk Halliday explained to the Committee that for years the City has offered deferred assessments to qualifying Senior Citizens and Disabled Homeowners. The City Attorney is recommending this option to allow deferments be adopted in Ordinance form. A draft of the proposed ordinance was presented for review. Staff raised concerns with Section 5-89 (b) which describes gross household income levels at or under established HUD low income limits. It was the consensus of the Committee that these limits were too high and that the Very Low or Extremely Low limits should be instituted instead. Staff will continue to research information and will bring this issue back for Committee review. This matter was taken for information.

Item No. 4 Planning and Development Director Peterson presented to the Committee an overview of his Department's revenues and expenditures. Revenues continue to lag due to a downturn in construction activity and out-of-date fee schedules for construction permit fees, zoning fees, and rental licensing fees. Historical changes to these schedules and comparisons to other regional centers were discussed. It was being recommended that an increase of 15 percent be instituted for building permits, mechanical permits and plumbing permits. Increases to plan review fees, zoning fees and rental registration fees were also proposed. The Committee requested additional information and discussion at a future Finance Committee meeting regarding the proposed fees. Major changes in expenditures include an increase in fuel costs, a reduction in staff continuing education/certification maintenance, and an increase in professional design and consulting services for downtown and miscellaneous development projects.

City Administrator Stevens reviewed the Administrator's budget with the Committee. The only change from 2012 was the reallocation of the Administrative Assistant's salary and benefits entirely to the City Administrator. Until the 2013 budget, 25 percent had been included under Elections. However, those duties have now been absorbed by the City Clerk's office. The Mayor and Council 2013 budget has been reduced by \$5,000 in professional services which was for Council retreats and planning sessions and \$1,000 for travel costs. The Legal Department 2013 budget now reflects labor negotiating attorney fees of \$20,000 which had been allocated under Non-departmental in past years. The Data Processing 2013

budget shows computer replacements as small tools/equipment rather than capital outlay per the Council policy change on fixed assets.

Finance Director Steve Okins briefly reviewed the Finance Department's 2013 budget with the Committee noting there has been no major change. Personnel costs increased due to contract obligations. This was for information only.

Item No. 5 The Committee received the following reports for information: May LOST Financial, May CVB Financial, May WRAC-8 Financial, March Rice Trust, First Quarter Rice Trust. This matter was for information only.

Item No. 6 Council Member Fagerlie informed the Committee that Kandiyohi Area Transit will be requesting \$13,000 from the City of Willmar for 2013. This matter was taken for information.

The Finance Committee Report for June 11, 2012, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Member Anderson, seconded by Council Member Fagerlie, and carried.

The Community Development Committee Report for June 14, 2012, was presented to the Mayor and Council by Council Member Dokken. There were five items for Council consideration.

Item No. 1 There were no public comments offered at this meeting.

Item No. 2 Staff presented a request by the Willmar Ten for a terminable licensing agreement to use a portion of the right-of-way at 19th Avenue and First Street Southwest for parking for the new Goodwill facility. The City had previously been approached about use of the right-of-way and had expressed a preference to not vacate the right-of-way due to the presence of utilities and storm sewer.

Members of the American Legion Post presented a list of concerns regarding the Goodwill project. Legion representatives stated that they met with a representative of Willmar Ten to discuss the project and a number of concerns were addressed. The Committee discussed the balance of the concerns by the American Legion, which appear to have been, or are being, addressed.

The Committee discussed the terminable licensing agreement request. It was noted that the agreement is a condition of the plan review conducted by the Planning Commission. Staff stated that the Planning Commission's recommendation included the stipulation that no structures be built within the right-of-way. It was noted that the licensing agreement will require insurance and require the other party to be responsible for any damage to utilities or for any repairs should it be necessary to access any of the utilities underneath the parking.

Following discussion, the Committee was recommending the Council approve a terminable licensing agreement for parking in the right-of-way and to authorize the Mayor and Administrator to execute the agreement. Council Member Dokken moved to approve the recommendation of the Community Development Committee with Council Member Christianson seconding the motion, which carried.

Item No. 3 The Committee briefly reviewed the current development financing policies and discussed the need for a policy to specifically address tax abatement and to have policies that allow them quicker access to more information about the project and the developer. Staff proposed adding a tax abatement policy to the City's policy package, and to make sure that it included language to verify the financial capabilities of the developer and to link the term of the tax abatement to the level of benefit that the project creates for the community. Staff will use State statutes as a guide. Additionally, all development finance policies will be reviewed and updated to insure that they are consistent with current statutes. This matter was for information only.

Item No. 4 The Committee discussed the ongoing abuse of curb-side pickup relative to long-term storage of garbage cans. Several suggestions were given to try to address the matter included

discussing the issue on "Open Mic" and requesting compliance, having staff provide a handout to offenders, and asking the haulers to put a reminder on their statements. This matter was for information only.

Item No. 5 Staff reviewed with the Committee conditions placed on the Goodwill project by the Planning Commission. This matter was for information only.

The Community Development Committee Report for June 14, 2012, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Dokken, seconded by Council Member Christianson, and carried.

City Clerk Halliday presented to the Mayor and Council for consideration a Resolution Appointing Election Judges. Following discussion, Resolution No. 5 was introduced by Council Member Anderson, seconded by Council Member Reese, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 7, Noes 0.

RESOLUTION NO. 5

BE IT RESOLVED, that the individuals listed below be appointed as Judges to work at the Primary Election in the City of Willmar on Tuesday, August 14, 2012.

(For Resolution in its entirety, see City Council Proceedings file dated July 18, 2012, located in the City Clerk's Office)

Announcements for Council Committee meeting dates were as follows: Finance, June 25; Public Works/Safety, June 26; and Community Development, June 28, 2012.

There being no further business to come before the Council, the meeting adjourned at 8:52 p.m. upon motion by Council Member Christianson, seconded by Council Member Ahmann, and carried.

Attest:

MAYOR

SECRETARY TO THE COUNCIL

Special meeting of the
Rice Memorial Hospital
Board of Directors

May 30, 2012
5:30 pm
Board Room

Board members in attendance: David Anfinson, Steve Cederstrom, Jenna Fisher, Dr. Mike Gardner, Dr. Robert Kruger, Wayne Larson, Eric Weiberg

Board members absent: none

Others attending: Mike Schramm, CEO, Teri Beyer, CQO, Dr. Lee Cafferty, COS, Bill Fenske, CFO, Dale Hustedt, CAO, Wendy Ulferts, CNO, Perry Hanson, Partner with Wipfli Health Care

1. 5:34 pm: Motion by Mike Gardner to close the meeting for purposes of strategic planning. Second by Steve Cederstrom. Motion passed.
2. 7:40 pm: Motion by Mike Gardner to open the meeting. Second by Robert Kruger. Motion passed.
3. 7:40 pm: Meeting adjourned.

WILLMAR MUNICIPAL UTILITIES MINUTES
MUNICIPAL UTILITIES AUDITORIUM
JUNE 25, 2012

The Municipal Utilities Commission met in its regular scheduled meeting on Monday, June 25, 2012 at 11:45 a.m. in the Municipal Utilities Auditorium with the following Commissioners present: Dave Baker, Steve Salzer, Matt Schrupp, Carol Laumer, and Dave Becker. Absent were Commissioners Dan Holtz and Jerry Gesch.

Others present at the meeting were: Interim Co-Manager Wes Hompe, Manager of Electric Services Jeff Kimpling, Director of Water/Heating Bart Murphy, Accounting Supervisor Tess Stoffel, Power Supply Broker Chris Carlson, Director of Electrical Production Jon Folkedahl, City Attorney Robert Scott, City Councilmen Bruce DeBlieck & Jim Dokken, and Consultant David Turch.

Commission President Baker opened the meeting by requesting a resolution to approve the Consent Agenda as presented. Following a review, Commissioner Schrupp offered a resolution to approve the Consent Agenda as presented. Commissioner Becker seconded.

RESOLUTION NO. 36

"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 June 11, 2012 Commission meeting; and,
- ❖ Bills represented by vouchers No. 121007 to No. 121124 inclusive in the amount of \$1,932,898.96, with a MISO payment in the amount of \$162,346.80 and an Absaloka Coal payment in the amount of \$25,607.70."

Dated this 25th day of June 2012.

President

ATTEST:

Secretary

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

Accounting Supervisor Stoffel reviewed with the Commission the May 2012 Budget Report along with the June 21, 2012 Investment Report. She noted that four bonds are currently being called and will need to be replaced. These were for information only.

Power Supply Broker Carlson reviewed with the Commission the April 2012 Power Supply Report. This was for information only.

Manager of Electric Services Kimpling discussed with the Commission the June 17th thunderstorm. He noted that throughout this powerful storm, there were no WMU customer outages to report. It

was also noted that the following day (Monday, June 18th), three WMU Linemen participated in mutual aid assistance in Grove City to help with their storm recovery effort .

Commissioner DeBlieck and Interim Co-Manager Hompe recapped with the Commission their recent attendance at the APPA National Conference held in Seattle, WA. (Commissioner Gesch also attended the conference.) Among the topics of interest discussed were: LED street lighting, NERC requirements, and coal & gas issues facing the utility industry.

Director of Water/Heating Murphy presented the Commission with a status report of the Water Plant Life Extension Project. He noted that the pilot plant had been installed at the NE water treatment facility and is operational. This project is being conducted to assist in meeting water quality regulations and to provide a quality product at competitive prices to meet the future needs of our customers. The entire project will be conducted over a 4-6 year timeframe.

Manager of Electric Services Kimpling informed the Commission that following the second trial testing conducted by WMU, three LED street lights had been installed in various areas of Willmar. The locations of the three lights are: 1) Monongalia between 8th & 9th Streets; 2) 23rd Street south of the Holiday Inn; and 3) 7th Street N. near Park Avenue. This test will be conducted for at least one full year. The WMU continues to research the development of this technology.

Interim Co-Manager Hompe reminded the Commission of the upcoming MMUA Summer Conference scheduled for August 20-22. Those interested in attending should contact Beth Mattheisen for arrangements.

At this time, David Turch from the consulting firm of David Turch and Associates (Washington, DC) addressed the Commission. David Turch and Associates is a governmental relations firm which provides strategic planning, legislative lobbying, and political analysis to municipal governments. In the past, the firm provided consulting/lobbying services to both WMU and the City of Willmar. The fee to provide these services was divided between both entities. While neither the City nor WMU is currently under contract with the firm, Mr. Turch reviewed with the Commission the advantages that would be available to continue with the effort such as acquiring funding for future utility projects. Following discussion, Commissioner Baker requested that Mr. Turch submit a proposal to the Commission for consideration to provide future consulting/lobbying services to the Municipal Utilities.

With no other business to come before the Commission, Commissioner Salzer made a motion to adjourn the meeting. Commissioner Laumer seconded the motion, and the meeting was adjourned by a vote of five ayes and zero nays.

Respectfully submitted,

WILLMAR MUNICIPAL UTILITIES

Jeff Kimpling
Manager of Electric Services

ATTEST:

Matt Schrupp, Secretary

WILLMAR PLANNING COMMISSION
CITY OF WILLMAR, MN
WEDNESDAY, JUNE 27, 2012

MINUTES

1. The Willmar Planning Commission met on Wednesday, June 27, 2012, at 7:00 p.m. at the Willmar City Offices Conference Room #2.

** Members Present: Mark Klema, Charlie Oakes, Andrew Engan, Scott Thaden, Virgilio Aguirre, Nick Davis, and Bob Poe.

** Members Absent: Gary Geiger, and Randy Czarnezki,

** Others Present: Steven Salzer, Doug Dewane, Rick Moore, and Megan Sauer-Planner/Airport Manager.

2. MINUTES: The minutes of the May 23, 2012 meeting were approved as submitted.

3. MINNWEST TECHNOLOGY CAMPUS PLAN REVIEW FOR FREIGHT HITCH LLC, FILE # 12-6: Steve Salzer presented the request for plan review on behalf of MinnWest Technology Campus to allow Freight Hitch LLC to operate out of the Heartland Energy Systems Office on property described as follows: Unit 5, MinnWest Technology Campus CIC #40 (1700 Technology Dr. NE). Mr. Salzer explained that the business does logistics for refrigerated transportation and other transportation planning for food processors such as Jennie-O and JBS Swift. They are working on biomass exchange, including GPS tracking, etc.

The Planning Commission discussed that this is a good fit for the campus as it's an Ag and technology based operation.

Mr. Thaden made a motion, seconded by Mr. Davis, to approve the plan review with the following condition:

- A. That the use shall meet all applicable local, state, and federal laws and regulations at all times.

The Planning Commission reviewed and made affirmative findings of fact in Zoning Ordinance Section 9.E.4.a.1-7.

The motion carried.

4. BETHESDA PROPERTY DISCUSSION: Doug Dewane, of Bethesda, and Rick Moore, of Horty and Elving, presented very preliminary ideas of possible expansion at the Bethesda Pleasant View site to replace beds from the Bethesda Heritage nursing home property. Approximately 250 beds total on the campus. They talked about two different scenarios for expansion, one including the extension of 12th St. SE. They asked

for input or direction as to what the Planning Commission was comfortable with for setbacks and physical form in the neighborhood. The proximity of the addition to Willmar Ave. SE was discussed at length and the Commission wasn't comfortable with a very urban, limited setback. They suggested building as far back from the r-o-w as possible. They also suggested the architects consider the stormwater on the site as it will be adding impervious surface. The Planning Commission said they could see the need for the expansion and services and look forward to seeing plans come before them when a formal application is submitted.

5. R-2 USE IN CBD DISCUSSION: Staff shared with the Planning Commission Minnesota Statute language regarding nonconforming structures. The Zoning Ordinance currently states that "if a nonconforming structure is damaged to the extent of 50% or more of its value it cannot be rebuilt". This stipulation has been an issue for residential homes in commercially zoned lots for resale and insurance. Mortgage companies are leery of giving loans for property that if damaged cannot be rebuilt. However, the language in State Statute states "that if a building permit is applied for within 180 days of when the property is damaged it can be rebuilt". Staff requested the Planning Commission initiate the text amendment to the Zoning Ordinance to mimic the State Statute language.

Mr. Thaden made a motion, seconded by Mr. Engan, to initiate the text amendment for nonconformities in the Zoning Ordinance in Section 7 to follow State Statute language from Section 462.357. The Commission directed staff to set up a public hearing for the matter at an upcoming meeting.

The motion carried.

6. VARIANCE FINDINGS AMENDMENT DISCUSSION: Staff shared Minnesota Statute language regarding variance standards that were changed during the last legislative session. The new term in the language is regarding practical difficulties in the findings for variances. The Planning Commission discussed variances and the role they play in the process of plan reviews, but ultimately it goes to the Board of Zoning Appeals for action. The Zoning Ordinance would need to be amended to include the new findings language.

Mr. Oakes made a motion, seconded by Mr. Engan, to initiate the text amendment for variance standards in Zoning Ordinance Section 9 to follow State Statute language from Section 462.357. The Commission directed staff to set up a public hearing for the matter at an upcoming meeting.

The motion carried.

7. GARAGE SALE DISCUSSION: Staff asked the Planning Commission for input on how to deal with repeat large volume garage sales. Staff receives complaints regarding garage sales that occur weekly and that cause traffic concerns and disrupt neighborhoods. Sales that occur so frequently are basically operating a commercial enterprise or home

occupation. There is nothing in the Zoning Ordinance or Municipal Code to deal with the issue. The Planning Commission directed staff to check if other cities have regulations to deal with garage sales and bring the info for further discussion at an upcoming meeting.

8. There being no further business to come before the Commission, the meeting adjourned at 8:17 p.m.

Respectfully submitted,



Megan M. Sauer, AICP
Planner/Airport Manager

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
ACCURPRESS INC 33489 06/27/12	.01837 BRIDGE JOINT PLATE	69.47	29601			D N	MTCE. OF OTHER I	101.43425.0226
AFFORDABLE PUMPING SERVI 33490 06/27/12	002404 SEPTIC PUMPING	330.00	18919			D N	CLEANING AND WAS	101.43430.0338
AKERSON/CHAD 33480 06/26/12	.01850 WILLMARFEST PAYOUT	300.00	062612			D N	AWARDS AND INDEM	101.45432.0442
AMERICAN WELDING & GAS I 33491 06/27/12	000057 FIRE EXT. INSPECTION	368.47	01753205			D N	MTCE. OF EQUIPME	101.43430.0334
33491 06/27/12	FIRE EXT. INSPECTION	629.19	01759519			D N	MTCE. OF EQUIPME	651.48474.0334
33491 06/27/12	CYLINDER RENTAL	11.60	01772168			D N	INVENTORIES-MDSE	101.125000
	VENDOR TOTAL	1,009.26	*CHECK TOTAL					
AMON/MARY 33492 06/27/12	.01029 REFUND BASEBALL CLINIC	30.00	062112			D N	REFUNDS AND REIM	101.41428.0882
BAKER/DENNY 33493 06/27/12	.01838 REFUND DOUBLE PYMT	9.18	032012			D N	REFUNDS AND REIM	208.45005.0882
BANKS/ERIC 33481 06/26/12	.00808 WILLMARFEST PAYOUT	70.00	062612			D N	AWARDS AND INDEM	101.45432.0442
BARR ENGINEERING COMPANY 33494 06/27/12	000092 WTRSHED MGMT PLAN UPDA	5,052.43	23341003.00-16			D N	PROFESSIONAL SER	417.43417.0446
BATTERY WHOLESAL E INC 33495 06/27/12	002860 BATTERIES	877.78	8636			D N	INVENTORIES-MDSE	101.125000
BERNICK'S PEPSI-COLA CO 33496 06/27/12	000103 OFFICE COFFEE	39.48	9466			D N	GENERAL SUPPLIES	101.43425.0229
BRAD'S PLUMBING 33497 06/27/12	001896 SEWER REPLACEMENT	1,500.00	062512			D N	MTCE. OF OTHER I	651.48476.0336
BRANDT, BMT #4714/DEBI 33498 06/27/12	002820 CPR/AED CLASS	650.00	060812			D M 07	PROFESSIONAL SER	101.45432.0446
BSE 33499 06/27/12	001980 CIRCUIT BREAKER FINDER	57.77	904125105			D N	SMALL TOOLS	651.48474.0221
33499 06/27/12	CIRCUIT BREAKER FINDER	38.51	904125105			D N	SMALL TOOLS	651.48475.0221
33499 06/27/12	L.S. RELAY	25.54	904155361			D N	MTCE. OF EQUIPME	651.48476.0224
	VENDOR TOTAL	121.82	*CHECK TOTAL					
CALVIN/MARVIN B 33500 06/27/12	001998 MN FIRE DEPT ASSN CONF.	191.80	225			D N	TRAVEL-CONF.-SCH	101.42412.0333

VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
CROW CHEMICAL & LIGHTING 000186 33507 06/27/12 CLEANING SUPPLIES 33507 06/27/12 DISPOSABLE GLOVES 33507 06/27/12 DISPOSABLE GLOVES VENDOR TOTAL	27.36 130.18 86.78 498.20 498.20		400813 400823 400823 *CHECK TOTAL		D N D N D N	CLEANING AND WAS GENERAL SUPPLIES GENERAL SUPPLIES	101.43425.0228 651.48474.0229 651.48475.0229
DAHLKE/JOSH 33482 06/26/12 CHECK VOID .01851 33482 06/26/12 2012 WILLMARFEST PAYOUT VENDOR TOTAL	130.00CR 130.00 0.00 0.00		062612 062612 *CHECK TOTAL		M N D N	AWARDS AND INDEM AWARDS AND INDEM	101.45432.0442 101.45432.0442
DELL MARKETING LP 001747 33508 06/27/12 REPLACEMENT BATTERY	37.22		XFR18TJ27		D N	MICE. OF EQUIPME	101.41409.0224
DELTA DENTAL OF MINNESOTA 002867 33509 06/27/12 DENTAL INSURANCE-JUL	78.30		4878829		D N	RETIRED EMPLOYEE	101.41428.0818
DEPT OF HUMAN SERVICES 000009 33510 06/27/12 CLEANING SERVICES	1,739.00		00000079169		D N	CLEANING AND WAS	101.45433.0338
DOOLEY'S PETROLEUM INC 002163 33483 06/26/12 5,002 GALLONS UNLEADE 33483 06/26/12 3,000 GALLONS DIESEL VENDOR TOTAL	17,522.01 8,697.00 26,219.01		183275 183275 *CHECK TOTAL		D N D N	INVENTORIES-MDSE INVENTORIES-MDSE	101.125000 101.125000
33511 06/27/12 HYDRAULIC FLUID 33511 06/27/12 HYDRAULIC FLUID VENDOR TOTAL	70.09 34.52 104.61 26,323.62		007578 007578 *CHECK TOTAL		D N D N	MOTOR FUELS AND MOTOR FUELS AND	651.48474.0222 651.48475.0222
DRAGT/SHARON .01711 33512 06/27/12 SHELTER DEPOSIT REFUND	50.00		061912		D N	DEPOSITS	101.230000
DUNINCK CONCRETE 000151 33513 06/27/12 CONCRETE-SIDEWALK REPAIR	501.62		47279		D N	MICE. OF OTHER I	101.43425.0226
ENGINEERING AMERICA INC 002940 33514 06/27/12 UV PARTS 33514 06/27/12 UV PARTS VENDOR TOTAL	127.64 62.86 190.50 190.50		10861 10861 *CHECK TOTAL		D N D N	MICE. OF EQUIPME MICE. OF EQUIPME	651.48474.0224 651.48475.0224
ERBERTS AND GERBERTS .01438 33515 06/27/12 CVB BOARD LUNCHES 33515 06/27/12 CVB BOARD LUNCHES 33515 06/27/12 CVB BOARD LUNCHES	9.26 9.26 9.26		20001-051512 20001-051512 20001-051512		D N D N D N	TRAVEL-CONF.-SCH TRAVEL-CONF.-SCH TRAVEL-CONF.-SCH	101.41401.0333 101.41403.0333 101.45433.0333

VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
ERBERTS AND GERBERTS 33515 06/27/12 CVB BOARD LUNCHES .01438 VENDOR TOTAL	120.29 148.07 148.07	*CHECK TOTAL	20001-051512		D N	TRAVEL-CONF.-SCH	208.45005.0333
FERGUSON ENTERPRISES INC 33516 06/27/12 PLUMBING PARTS 33516 06/27/12 PLUMBING PARTS VENDOR TOTAL	0.98 15.75 16.73 16.73	*CHECK TOTAL	2469110 2472939		D N D N	MTCHE. OF STRUCTU MTCHE. OF STRUCTU	101.43425.0225 101.43425.0225
FIRE FIGHTER & DETECT AL 33517 06/27/12 FIRE ALARM TESTING 002012	350.00	49544			D N	MTCHE. OF STRUCTU	101.41408.0335
FISHNET SECURITY INC 33518 06/27/12 SOFTWARE SUPPORT AGRMT 33518 06/27/12 SOFTWARE SUPPORT AGRMT VENDOR TOTAL	38.26 38.26 76.52 76.52	*CHECK TOTAL	I0063692 I0063692		D N D N	PREPAID EXPENSES MTCHE. OF EQUIPME	101.128000 101.41409.0334
FLOOR TO CEILING STORE 33484 06/26/12 CARPETING FOR LIBRARY 000274	35,800.00	111491			D N	BUILDINGS AND ST	234.45426.0551
FREMONT INDUSTRIES INC 33519 06/27/12 POLYMER 33519 06/27/12 POLYMER VENDOR TOTAL	4,354.52 4,354.51 8,709.03	*CHECK TOTAL	782969 782969		D N D N	GENERAL SUPPLIES GENERAL SUPPLIES	651.48478.0229 651.48479.0229
G & K SERVICES 33520 06/27/12 CLEANING SERVICES 33520 06/27/12 CLEANING SERVICES VENDOR TOTAL	51.46 51.46 102.92	*CHECK TOTAL	1007191593 1007201460		D N D N	CLEANING AND WAS CLEANING AND WAS	101.43430.0338 101.43430.0338
GAME DAY ATHLETIC 33521 06/27/12 SOFTBALL SUPPLIES 002780	591.02	39881			D N	GENERAL SUPPLIES	101.45432.0229
GENERAL MAILING SERVICES 33522 06/27/12 POSTAGE 05/21 - 05/25/12 33522 06/27/12 POSTAGE 05/21 - 05/25/12	44.67 21.60 83.50 31.90 6.00 15.00 1.65 6.00 0.75	6238 6238 6238 6238 6238 6238 6238 6238			D N D N D N D N D N D N D N D N	POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE	101.41401.0223 101.41402.0223 101.41403.0223 101.41404.0223 101.41405.0223 101.41408.0223 101.42411.0223 101.42412.0223 101.43417.0223

Vendor Payments History Report
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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
GENERAL MAILING SERVICES 000293														
33522	06/27/12	05/21	POSTAGE	21.30		6238		D	N				POSTAGE	101.43425.0223
33522	06/27/12	05/21	POSTAGE	18.15		6238		D	N				POSTAGE	101.45432.0223
33522	06/27/12	05/21	POSTAGE	1.10		6238		D	N				POSTAGE	101.45433.0223
33522	06/27/12	05/21	POSTAGE	0.55		6238		D	N				POSTAGE	101.45435.0223
33522	06/27/12	05/21	POSTAGE	2.04		6238		D	N				POSTAGE	651.48474.0223
33522	06/27/12	05/21	POSTAGE	1.36		6238		D	N				POSTAGE	651.48475.0223
33522	06/27/12	06/01	POSTAGE	85.80		6267		D	N				POSTAGE	101.41401.0223
33522	06/27/12	06/01	POSTAGE	21.30		6267		D	N				POSTAGE	101.41402.0223
33522	06/27/12	06/01	POSTAGE	2.05		6267		D	N				POSTAGE	101.41403.0223
33522	06/27/12	06/01	POSTAGE	15.95		6267		D	N				POSTAGE	101.41404.0223
33522	06/27/12	06/01	POSTAGE	15.00		6267		D	N				POSTAGE	101.41408.0223
33522	06/27/12	06/01	POSTAGE	3.30		6267		D	N				POSTAGE	101.41428.0223
33522	06/27/12	06/01	POSTAGE	2.75		6267		D	N				POSTAGE	101.42411.0223
33522	06/27/12	06/01	POSTAGE	1.65		6267		D	N				POSTAGE	101.42412.0223
33522	06/27/12	06/01	POSTAGE	2.54		6267		D	N				POSTAGE	101.43417.0223
33522	06/27/12	06/01	POSTAGE	30.45		6267		D	N				POSTAGE	101.43425.0223
33522	06/27/12	06/01	POSTAGE	13.75		6267		D	N				POSTAGE	101.43430.0223
33522	06/27/12	06/01	POSTAGE	0.55		6267		D	N				POSTAGE	101.45432.0223
33522	06/27/12	06/01	POSTAGE	2.60		6267		D	N				POSTAGE	101.45433.0223
33522	06/27/12	06/01	POSTAGE	6.60		6267		D	N				POSTAGE	208.45005.0223
33522	06/27/12	06/01	POSTAGE	4.29		6267		D	N				POSTAGE	651.48474.0223
33522	06/27/12	06/01	POSTAGE	2.86		6267		D	N				POSTAGE	651.48475.0223
33522	06/27/12	06/01	POSTAGE	17.90		6335		D	N				POSTAGE	101.42411.0223
33522	06/27/12	06/01	POSTAGE	21.05		6335		D	N				POSTAGE	651.48474.0223
33522	06/27/12	06/08	FED EX CHARGES	42.40		6421		D	N				POSTAGE	101.41401.0223
33522	06/27/12	06/04	POSTAGE	15.60		6421		D	N				POSTAGE	101.41402.0223
33522	06/27/12	06/04	POSTAGE	68.70		6421		D	N				POSTAGE	101.41403.0223
33522	06/27/12	06/04	POSTAGE	0.55		6421		D	N				POSTAGE	101.41404.0223
33522	06/27/12	06/08	POSTAGE	1.10		6421		D	N				POSTAGE	101.41404.0223
33522	06/27/12	06/04	POSTAGE	15.00		6421		D	N				POSTAGE	101.41405.0223
33522	06/27/12	06/04	POSTAGE	0.55		6421		D	N				POSTAGE	101.41408.0223
33522	06/27/12	06/08	POSTAGE	1.10		6421		D	N				POSTAGE	101.42411.0223
33522	06/27/12	06/04	POSTAGE	3.95		6421		D	N				POSTAGE	101.42412.0223
33522	06/27/12	06/04	POSTAGE	27.30		6421		D	N				POSTAGE	101.43417.0223
33522	06/27/12	06/04	POSTAGE	15.60		6421		D	N				POSTAGE	101.43425.0223
33522	06/27/12	06/08	POSTAGE	2.10		6421		D	N				POSTAGE	101.43430.0223
33522	06/27/12	06/04	POSTAGE	0.55		6421		D	N				POSTAGE	101.45432.0223
33522	06/27/12	06/04	POSTAGE	0.55		6421		D	N				POSTAGE	101.45435.0223
33522	06/27/12	06/11	POSTAGE	0.55		6477		D	N				POSTAGE	101.41400.0223
33522	06/27/12	06/11	POSTAGE	84.25		6477		D	N				POSTAGE	101.41401.0223
33522	06/27/12	06/11	POSTAGE	40.70		6477		D	N				POSTAGE	101.41402.0223
33522	06/27/12	06/11	POSTAGE	11.65		6477		D	N				POSTAGE	101.41403.0223
33522	06/27/12	06/11	POSTAGE	3.85		6477		D	N				POSTAGE	101.41404.0223
33522	06/27/12	06/11	POSTAGE	1.65		6477		D	N				POSTAGE	101.41405.0223
33522	06/27/12	06/11	POSTAGE	15.00		6477		D	N				POSTAGE	101.41408.0223
33522	06/27/12	06/11	POSTAGE	1.10		6477		D	N				POSTAGE	101.42411.0223
33522	06/27/12	06/11	POSTAGE	6.55		6477		D	N				POSTAGE	101.42412.0223

VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
HAUG IMPLEMENT CO - JOHN 000324 33531 06/27/12 TRACTOR PARTS	7.50		461255		D N	MICE. OF EQUIPME	101.45433.0224
HAUG-KUBOTA LLC 002609							
33532 06/27/12 OIL FILTERS	46.32		1397		D N	MICE. OF EQUIPME	651.48474.0224
33532 06/27/12 OIL FILTERS	30.88		1397		D N	MICE. OF EQUIPME	651.48475.0224
33532 06/27/12 OIL	28.43		1398		D N	MOTOR FUELS AND	651.48474.0222
33532 06/27/12 OIL	18.96		1398		D N	MOTOR FUELS AND	651.48475.0222
33532 06/27/12 OIL	9.49		1450		D N	MICE. OF EQUIPME	651.48474.0224
33532 06/27/12 OIL FILTERS	6.33		1450		D N	MICE. OF EQUIPME	651.48475.0224
33532 06/27/12 OIL FILTERS	2.56		1528		D N	MICE. OF EQUIPME	651.48474.0224
33532 06/27/12 FUEL FILTER	1.70		1528		D N	MICE. OF EQUIPME	651.48475.0224
33532 06/27/12 FUEL FILTER	144.67		*CHECK TOTAL				
VENDOR TOTAL	144.67						
HAWKINS INC 000325							
33533 06/27/12 FERRIC CHLORIDE	4,886.33		3349383 RI		D N	GENERAL SUPPLIES	651.48475.0229
HEGLUND CATERING 002036							
33534 06/27/12 CVB BOARD LUNCHES	8.26		5900		D N	TRAVEL-CONF. -SCH	101.41401.0333
33534 06/27/12 CVB BOARD LUNCHES	8.26		5900		D N	TRAVEL-CONF. -SCH	101.41403.0333
33534 06/27/12 CVB BOARD LUNCHES	8.26		5900		D N	TRAVEL-CONF. -SCH	101.45433.0333
33534 06/27/12 CVB BOARD LUNCHES	123.88		5900		D N	TRAVEL-CONF. -SCH	208.45005.0333
VENDOR TOTAL	148.66		*CHECK TOTAL				
HERITAGE BANK 000001							
33479 06/21/12 INVESTMENT - UBS	1,000,000.00		06212012		D N	INVESTMENTS	220.109000
33479 06/21/12 INVESTMENT - UBS	10,000.00		06212012		D N	INVESTMENTS	295.109000
33479 06/21/12 INVESTMENT - UBS	1,000.00		06212012		D N	INVESTMENTS	296.109000
33479 06/21/12 INVESTMENT - UBS	1,000.00		06212012		D N	INVESTMENTS	302.109000
33479 06/21/12 INVESTMENT - UBS	1,000.00		06212012		D N	INVESTMENTS	307.109000
33479 06/21/12 INVESTMENT - UBS	1,000.00		06212012		D N	INVESTMENTS	308.109000
33479 06/21/12 INVESTMENT - UBS	2,000.00		06212012		D N	INVESTMENTS	310.109000
33479 06/21/12 INVESTMENT - UBS	1,000.00		06212012		D N	INVESTMENTS	311.109000
33479 06/21/12 INVESTMENT - UBS	278,000.00		06212012		D N	INVESTMENTS	350.109000
33479 06/21/12 INVESTMENT - UBS	148,000.00		06212012		D N	INVESTMENTS	450.109000
33479 06/21/12 INVESTMENT - UBS	457,000.00		06212012		D N	INVESTMENTS	651.109000
VENDOR TOTAL	1,000,000.00		*CHECK TOTAL				
HYDRITE CHEMICAL CO 002837							
33535 06/27/12 MAGNESIUM HYDROXIDE	8,873.00		01496756		D N	GENERAL SUPPLIES	651.48475.0229
33535 06/27/12 ANTIFOAM	871.20		01497334		D N	GENERAL SUPPLIES	651.48475.0229
VENDOR TOTAL	9,744.20		*CHECK TOTAL				
IMAGING PATH/THE 002270							
33536 06/27/12 COPIER MICE CHARGE	40.93		1200293		D N	MICE. OF EQUIPME	101.43425.0334

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
INFRA TECH TECHNOLOGIES I 001473 33537 06/27/12 CALIBRATION GAS	221.35		1200293		D N	GENERAL SUPPLIES	651.48476.0229
INT'L CITY\COUNTY MGMT A 000345 33538 06/27/12 MEMBERSHIP DUES	475.00		061812		D N	PREPAID EXPENSES	101.128000
33538 06/27/12 MEMBERSHIP DUES	475.00		061812		D N	SUBSCRIPTIONS AN	101.41400.0443
VENDOR TOTAL	950.00	*CHECK TOTAL					
INTERSTATE POWER SYSTEMS 001699 33539 06/27/12 V-BELT	145.43		523259 RI		D N	INVENTORIES-MDSE	101.125000
33539 06/27/12 BOILER PARTS	10.17		524655 RI		D N	MTC. OF EQUIPME	651.48478.0224
33539 06/27/12 BOILER PARTS	10.18		524655 RI		D N	MTC. OF EQUIPME	651.48479.0224
33539 06/27/12 BOILER PARTS	6.90		524782 RI		D N	MTC. OF EQUIPME	651.48478.0224
33539 06/27/12 BOILER PARTS	6.90		524782 RI		D N	MTC. OF EQUIPME	651.48479.0224
VENDOR TOTAL	179.58	*CHECK TOTAL					
JOHNSON FEED INC 002920 33540 06/27/12 ROAD SALT	2,102.70		63781		D N	GENERAL SUPPLIES	101.43425.0229
KANDI ROOFING CO OF MN I 002025 33541 06/27/12 ROOF REPAIR-MAT'L	3,048.47		061112		D N	MTC. OF STRUCTU	101.43425.0225
33541 06/27/12 ROOF REPAIR-LABOR	6,146.25		061112		D N	MTC. OF STRUCTU	101.43425.0335
VENDOR TOTAL	9,194.72	*CHECK TOTAL					
KANDIYOHI CO RECYCLING A 002296 33542 06/27/12 LAMP RECYCLING	27.00		060712		D N	CLEANING AND WAS	101.43425.0338
KANDIYOHI CO-OP ELECTRIC 000375 33543 06/27/12 WELCOME TO WILLMAR SIGN	85.00		STMT/6-12		D N	UTILITIES	101.43425.0332
33543 06/27/12 WELCOME TO WILLMAR SIGN	48.82		STMT/6-12		D N	UTILITIES	101.43425.0332
33543 06/27/12 CO RD 23/HWY 71 BYPASS	105.00		STMT/6-12		D N	UTILITIES	101.43425.0332
33543 06/27/12 ELEC SERV-LIFT STATIONS	838.00		STMT/6-12		D N	UTILITIES	651.48476.0332
33543 06/27/12 ABBOTT DR LIFT STATION	71.00		STMT/6-12		D N	UTILITIES	651.48476.0332
33543 06/27/12 ELEC SERV-SECURITY LIGHT	15.50		STMT/6-12		D N	UTILITIES	651.48478.0332
33543 06/27/12 ELEC SERV-SECURITY LIGHT	15.50		STMT/6-12		D N	UTILITIES	651.48479.0332
VENDOR TOTAL	1,178.82	*CHECK TOTAL					
KEEPRS INC 001905 33544 06/27/12 CSO UNIFORMS	442.64		190102-03		D N	SUBSISTENCE OF P	101.42411.0227
KRISS PREMIUM PRODUCTS I 002122 33545 06/27/12 COOLING TOWER TREATMENT	867.70		122962		D N	GENERAL SUPPLIES	101.45433.0229
LANGE/CRAIG 002000 33546 06/27/12 K-9 SUPPLIES	84.77		155		D N	GENERAL SUPPLIES	101.42411.0229

VENDOR NAME AND NUMBER CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9	BX M	ACCOUNT NAME	ACCOUNT
LEAGUE OF MN CITIES INS 33547 06/27/12 CLAIM #C0009645-URBAN	000983 002789 INSURANCE-JULY	1,274.86	C0009645			D N		INSURANCE DEDUCT	101.41428.0822
LINCOLN FINANCIAL GROUP	INSURANCE-JULY	43.31	M252			D N		EMPLOYER INSUR.	101.41400.0114
33548 06/27/12 LIFE	INSURANCE-JULY	43.75	M252			D N		EMPLOYER INSUR.	101.41402.0114
33548 06/27/12 LIFE	INSURANCE-JULY	17.50	M252			D N		EMPLOYER INSUR.	101.41403.0114
33548 06/27/12 LIFE	INSURANCE-JULY	27.55	M252			D N		EMPLOYER INSUR.	101.41404.0114
33548 06/27/12 LIFE	INSURANCE-JULY	35.00	M252			D N		EMPLOYER INSUR.	101.41405.0114
33548 06/27/12 LIFE	INSURANCE-JULY	8.75	M252			D N		EMPLOYER INSUR.	101.41408.0114
33548 06/27/12 LIFE	INSURANCE-JULY	17.50	M252			D N		EMPLOYER INSUR.	101.41409.0114
33548 06/27/12 LIFE	INSURANCE-JULY	2.19	M252			D N		EMPLOYER INSUR.	101.41424.0114
33548 06/27/12 LIFE	INSURANCE-JULY	91.00	M252			D N		RETIRED EMPLOYEE	101.41428.0818
33548 06/27/12 LIFE	INSURANCE-JULY	1,442.50	M252			D N		INS. PASS THROUGH	101.41428.0819
33548 06/27/12 LIFE	INSURANCE-JULY	297.50	M252			D N		EMPLOYER INSUR.	101.42411.0114
33548 06/27/12 LIFE	INSURANCE-JULY	26.25	M252			D N		EMPLOYER INSUR.	101.42412.0114
33548 06/27/12 LIFE	INSURANCE-JULY	62.28	M252			D N		EMPLOYER INSUR.	101.43417.0114
33548 06/27/12 LIFE	INSURANCE-JULY	175.00	M252			D N		EMPLOYER INSUR.	101.43425.0114
33548 06/27/12 LIFE	INSURANCE-JULY	17.50	M252			D N		EMPLOYER INSUR.	101.45432.0114
33548 06/27/12 LIFE	INSURANCE-JULY	35.00	M252			D N		EMPLOYER INSUR.	101.45433.0114
33548 06/27/12 LIFE	INSURANCE-JULY	4.37	M252			D N		EMPLOYER INSUR.	101.45437.0114
33548 06/27/12 LIFE	INSURANCE-JULY	17.50	M252			D N		EMPLOYER INSUR.	207.45001.0114
33548 06/27/12 LIFE	INSURANCE-JULY	78.75	M252			D N		EMPLOYER INSUR.	651.48484.0114
33548 06/27/12 LIFE	INSURANCE-JULY	8.75	M252			D N		EMPLOYER INSUR.	651.48485.0114
33548 06/27/12 LIFE	INSURANCE-JULY	2,460.70	M252			D N		EMPLOYER INSUR.	651.48486.0114
33548 06/27/12 LIFE	INSURANCE-JULY	2,460.70	*CHECK TOTAL						
LOPEZ/VERONICA	VENDOR TOTAL	50.00		061912		D N		DEPOSITS	101.230000
33549 06/27/12 REFUND SHELTER DEPOSIT	.01841								
M-R SIGN CO INC	000424	763.41		171880		D N		MTCE. OF OTHER I	101.43425.0226
33550 06/27/12 STREET SIGNS									
MADDEN, GALANTER, HANSON	000429	153.75		060112		D N		LABOR NEGOTIATOR	101.41428.0806
33551 06/27/12 PROFESSIONAL SERVICES		561.45		060112		D N		LABOR NEGOTIATOR	101.41428.0806
33551 06/27/12 PROFESSIONAL SERVICES		715.20		*CHECK TOTAL					
MADISON NATIONAL LIFE	VENDOR TOTAL	36.32		192		D N		EMPLOYER INSUR.	101.41400.0114
33552 06/27/12 LTD PREMIUM-JULY	002249	85.83		192		D N		EMPLOYER INSUR.	101.41402.0114
33552 06/27/12 LTD PREMIUM-JULY		35.85		192		D N		EMPLOYER INSUR.	101.41403.0114
33552 06/27/12 LTD PREMIUM-JULY		32.28		192		D N		EMPLOYER INSUR.	101.41404.0114
33552 06/27/12 LTD PREMIUM-JULY		58.73		192		D N		EMPLOYER INSUR.	101.41405.0114
33552 06/27/12 LTD PREMIUM-JULY		7.76		192		D N		EMPLOYER INSUR.	101.41408.0114
33552 06/27/12 LTD PREMIUM-JULY		27.25		192		D N		EMPLOYER INSUR.	101.41409.0114

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F S 9 EX M	ACCOUNT NAME	ACCOUNT
MADISON NATIONAL LIFE 002249						
33552 06/27/12 LTD PREMIUM-JULY	4.05	192		D N	EMPLOYER INSUR.	101.41424.0114
33552 06/27/12 LTD PREMIUM-JULY	529.97	192		D N	EMPLOYER INSUR.	101.42411.0114
33552 06/27/12 LTD PREMIUM-JULY	44.28	192		D N	EMPLOYER INSUR.	101.42412.0114
33552 06/27/12 LTD PREMIUM-JULY	57.99	192		D N	EMPLOYER INSUR.	101.43417.0114
33552 06/27/12 LTD PREMIUM-JULY	265.43	192		D N	EMPLOYER INSUR.	101.43425.0114
33552 06/27/12 LTD PREMIUM-JULY	26.54	192		D N	EMPLOYER INSUR.	101.45432.0114
33552 06/27/12 LTD PREMIUM-JULY	42.06	192		D N	EMPLOYER INSUR.	101.45433.0114
33552 06/27/12 LTD PREMIUM-JULY	6.45	192		D N	EMPLOYER INSUR.	101.45437.0114
33552 06/27/12 LTD PREMIUM-JULY	13.48	192		D N	EMPLOYER INSUR.	207.45001.0114
33552 06/27/12 LTD PREMIUM-JULY	124.57	192		D N	EMPLOYER INSUR.	207.45001.0114
33552 06/27/12 LTD PREMIUM-JULY	12.90	192		D N	EMPLOYER INSUR.	651.48484.0114
33552 06/27/12 LTD PREMIUM-JULY	13.48	192		D N	EMPLOYER INSUR.	651.48485.0114
33552 06/27/12 LTD PREMIUM-JULY	13.48	192		D N	EMPLOYER INSUR.	651.48485.0114
	1,425.22	*CHECK TOTAL				
VENDOR TOTAL	1,425.22					
MAGNUSON SHEET METAL INC 001121						
33553 06/27/12 A/C REPAIR-PARTS	216.20	116746		D N	MTCE. OF STRUCTU	207.45001.0225
33553 06/27/12 A/C REPAIR-LABOR	300.00	116746		D N	MTCE. OF STRUCTU	207.45001.0335
	516.20	*CHECK TOTAL				
VENDOR TOTAL	516.20					
MAGNUSON/KEVIN .01842						
33554 06/27/12 REFUND SHELTER DEPOSIT	50.00	061912		D N	DEPOSITS	101.230000
MATHESON TRI-GAS INC 002898						
33555 06/27/12 WELDING SUPPLIES	72.87	04890602		D N	GENERAL SUPPLIES	101.45433.0229
MAXIMUM CRUISE AVIATION 002675						
33556 06/27/12 ON SITE MGMT SERV-JUN	1,666.66	062112		D N	PROFESSIONAL SER	101.43430.0446
MENA/BELINDA .00881						
33557 06/27/12 REFUND SHELTER DEPOSIT	50.00	061912		D N	DEPOSITS	101.230000
MENARDS 000449						
33558 06/27/12 VINYL GLOVES	53.82	49245		D N	GENERAL SUPPLIES	101.43425.0229
33558 06/27/12 PAVERS	17.78	49737		D N	MTCE. OF OTHER I	101.43425.0226
33558 06/27/12 SUPPLIES	19.59	49806		D N	GENERAL SUPPLIES	101.45433.0229
33558 06/27/12 PATIO PAVERS	2.22	49988		D N	MTCE. OF OTHER I	101.43425.0226
33558 06/27/12 MISCELLANEOUS SUPPLIES	3.47	50094		D N	GENERAL SUPPLIES	651.48474.0229
33558 06/27/12 MISCELLANEOUS SUPPLIES	2.32	50094		D N	GENERAL SUPPLIES	651.48474.0229
33558 06/27/12 BLDG MTCE-PARTS	92.78	50136		D N	MTCE. OF STRUCTU	101.45433.0225
33558 06/27/12 SUPPLIES	165.05	50357		D N	GENERAL SUPPLIES	101.45433.0229
33558 06/27/12 SUPPLIES	34.56	50362		D N	GENERAL SUPPLIES	101.45433.0229
33558 06/27/12 SUPPLIES	9.92CR	51489		D N	GENERAL SUPPLIES	101.45433.0229
33558 06/27/12 SUPPLIES	19.47CR	51490		D N	GENERAL SUPPLIES	101.45433.0229
33558 06/27/12 SUPPLIES	21.98	51497		D N	GENERAL SUPPLIES	101.45433.0229
33558 06/27/12 BLACK DIE CUT LETTERS	35.34	51928		D N	GENERAL SUPPLIES	101.45433.0229
33558 06/27/12 WALL REPAIR-PARTS	419.52	51928		D N	MTCE. OF STRUCTU	101.45433.0225
VENDOR TOTAL	419.52	*CHECK TOTAL				

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
MENSING/BRITNEY 33559 06/27/12 REFUND SWIM LESSONS .01843	80.00		061912		D N	REFUNDS AND REIM	101.41428.0882
MILLER SANITATION 33560 06/27/12 GARBAGE SERVICE-JUNE 002936	93.90		1298/6-12		D N	CLEANING AND WAS	101.45433.0338
33560 06/27/12 GARBAGE SERVICE-JUNE	46.22		1299/6-12		D N	CLEANING AND WAS	101.45433.0338
33560 06/27/12 GARBAGE SERVICE-JUNE	52.70		1300/6-12		D N	CLEANING AND WAS	101.42412.0338
33560 06/27/12 GARBAGE SERVICE-JUNE	64.74		1301/6-12		D N	CLEANING AND WAS	101.41408.0338
33560 06/27/12 GARBAGE SERVICE-JUNE	251.31		1301/6-12		D N	CLEANING AND WAS	101.45427.0338
33560 06/27/12 GARBAGE SERVICE-JUNE	29.20		1302/6-12		D N	CLEANING AND WAS	101.43425.0338
33560 06/27/12 GARBAGE SERVICE-JUNE	19.47		1303/6-12		D N	CLEANING AND WAS	101.48474.0338
33560 06/27/12 GARBAGE SERVICE-JUNE	29.20		1303/6-12		D N	CLEANING AND WAS	651.48474.0338
33560 06/27/12 GARBAGE SERVICE-JUNE	161.04		1304/6-12		D N	CLEANING AND WAS	651.48474.0338
33560 06/27/12 GARBAGE SERVICE-JUNE	19.47		1304/6-12		D N	CLEANING AND WAS	101.45435.0338
33560 06/27/12 GARBAGE SERVICE-JUNE	49.67		1305/6-12		D N	CLEANING AND WAS	101.45435.0338
33560 06/27/12 GARBAGE SERVICE-JUNE	87.95		1378/6-12		D N	CLEANING AND WAS	101.43425.0338
33560 06/27/12 GARBAGE SERVICE-JUNE	293.33		1379/6-12		D N	CLEANING AND WAS	101.43425.0338
33560 06/27/12 GARBAGE SERVICE-JUNE	118.26		1388/6-12		D N	CLEANING AND WAS	101.43425.0338
33560 06/27/12 GARBAGE SERVICE-JUNE	2,197.85		1456/6-12		D N	CLEANING AND WAS	101.45437.0338
VENDOR TOTAL	2,197.85		*CHECK TOTAL				
MILLER/SHIRLEY 33561 06/27/12 REFUND BASEBALL CLINIC .01844	30.00		062112		D N	REFUNDS AND REIM	101.41428.0882
MINNEAPOLIS FINANCE DEPA 33562 06/27/12 PROFESSIONAL SERVICES 000466	169.20		400413003027		D N	PROFESSIONAL SER	101.42411.0446
MN CITY\COUNTY MGMT ASSN 33563 06/27/12 MCMA MEMBERSHIP DUES 000445	47.46		061812		D N	PREPAID EXPENSES	101.128000
33563 06/27/12 MCMA MEMBERSHIP DUES	95.04		061812		D N	SUBSCRIPTIONS AN	101.41400.0443
VENDOR TOTAL	142.50		*CHECK TOTAL				
MN DEPT OF REVENUE 176 06/19/12 USE TAX-MAY 000492	14.97		STMT/5-12		M N	INVENTORIES-MDSE	101.125000
176 06/19/12 SALES TAX-MAY	995.00		STMT/5-12		M N	SALES TAX PAYABL	101.206000
176 06/19/12 USE TAX-MAY	0.18CR		STMT/5-12		M N	SALES TAX PAYABL	101.206000
176 06/19/12 USE TAX-MAY	0.10CR		STMT/5-12		M N	SALES TAX PAYABL	101.206000
176 06/19/12 USE TAX-MAY	0.07CR		STMT/5-12		M N	SALES TAX PAYABL	101.206000
176 06/19/12 USE TAX-MAY	0.35CR		STMT/5-12		M N	SALES TAX PAYABL	101.206000
176 06/19/12 USE TAX-MAY	1.29CR		STMT/5-12		M N	SALES TAX PAYABL	101.206000
176 06/19/12 USE TAX-MAY	211.58		STMT/5-12		M N	SALES TAX PAYABL	101.206000
176 06/19/12 USE TAX-MAY	5.12		STMT/5-12		M N	SMALL TOOLS	101.42411.0221
176 06/19/12 USE TAX-MAY	2.93		STMT/5-12		M N	MOTOR FUELS AND	101.42411.0222
176 06/19/12 USE TAX-MAY	6.87		STMT/5-12		M N	SUBSISTENCE OF P	101.42411.0227

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9	BX M	ACCOUNT NAME	ACCOUNT
MN DEPT OF REVENUE											
			000492								
176	06/19/12	USE TAX-MAY		47.55		STMT/5-12		M	N	GENERAL SUPPLIES	101.42411.0229
176	06/19/12	DIESEL FUEL	TAX-MAY	181.23		STMT/5-12		M	N	MOTOR FUELS AND	101.43425.0222
176	06/19/12	USE TAX-MAY		145.34		STMT/5-12		M	N	MOTOR FUELS AND	101.43425.0222
176	06/19/12	USE TAX-MAY		6.02		STMT/5-12		M	N	MOTOR FUELS AND	101.43430.0222
176	06/19/12	USE TAX-MAY		74.25		STMT/5-12		M	N	GENERAL SUPPLIES	101.45432.0229
176	06/19/12	USE TAX-MAY		5.13		STMT/5-12		M	N	MOTOR FUELS AND	101.45433.0222
176	06/19/12	USE TAX-MAY		15.67		STMT/5-12		M	N	CLEANING AND WAS	101.45435.0228
176	06/19/12	USE TAX-MAY		0.62		STMT/5-12		M	N	GENERAL SUPPLIES	101.45435.0229
176	06/19/12	USE TAX-MAY		17.99		STMT/5-12		M	N	MTCE. OF OTHER I	651.48474.0226
176	06/19/12	USE TAX-MAY		11.99		STMT/5-12		M	N	MTCE. OF OTHER I	651.48474.0226
176	06/19/12	USE TAX-MAY		1,273.20		STMT/5-12		M	N	GENERAL SUPPLIES	651.48475.0226
176	06/19/12	DIESEL FUEL	TAX-MAY	23.51		STMT/5-12		M	N	MOTOR FUELS AND	651.48475.0229
176	06/19/12	DIESEL FUEL	TAX-MAY	32.31		STMT/5-12		M	N	MOTOR FUELS AND	651.48476.0222
176	06/19/12	DIESEL FUEL	TAX-MAY	32.31		STMT/5-12		M	N	MOTOR FUELS AND	651.48478.0222
		VENDOR TOTAL		3,101.36		*CHECK TOTAL					
				3,101.36							
MONSON CORPORATION			000126								
33564	06/27/12	MIX FOR STREET PATCHIN		2,784.04		1438SU		D	N	MTCE. OF OTHER I	101.43425.0226
33564	06/27/12	MIX FOR STREET PATCHIN		6,017.81		1448SU		D	N	MTCE. OF OTHER I	101.43425.0226
33564	06/27/12	SAND		3,050.84		2648CC		D	N	GENERAL SUPPLIES	101.43425.0229
		VENDOR TOTAL		11,852.69		*CHECK TOTAL					
				11,852.69							
MOREY PHD/ELDON L			000532								
33565	06/27/12	PROFESSIONAL SERVICES		385.00		062012		D	N	PROFESSIONAL SER	101.42411.0446
MTI DISTRIBUTING CO			000539								
33566	06/27/12	IRRIGATION PARTS		150.68		8493339-00		D	N	MTCE. OF OTHER I	101.43425.0226
33566	06/27/12	IRRIGATION PARTS		28.63		8493339-01		D	N	MTCE. OF OTHER I	101.43425.0226
		VENDOR TOTAL		179.31		*CHECK TOTAL					
				179.31							
MURPHY/TROY			.01845								
33567	06/27/12	REFUND BASEBALL CLINIC		30.00		062112		D	N	REFUNDS AND REIM	101.41428.0882
MVTL LABORATORIES INC			000544								
33568	06/27/12	PROFESSIONAL SERVICES		39.00		607245		D	N	PROFESSIONAL SER	651.48475.0446
33568	06/27/12	PROFESSIONAL SERVICES		39.00		608015		D	N	PROFESSIONAL SER	651.48475.0446
33568	06/27/12	PROFESSIONAL SERVICES		263.40		609986		D	N	PROFESSIONAL SER	651.48474.0446
33568	06/27/12	PROFESSIONAL SERVICES		175.60		609986		D	N	PROFESSIONAL SER	651.48475.0446
33568	06/27/12	PROFESSIONAL SERVICES		234.00		609987		D	N	PROFESSIONAL SER	651.48474.0446
33568	06/27/12	PROFESSIONAL SERVICES		156.00		609987		D	N	PROFESSIONAL SER	651.48475.0446
		VENDOR TOTAL		907.00		*CHECK TOTAL					
				907.00							
NCL OF WISCONSIN INC			001627								
33569	06/27/12	LAB SUPPLIES		118.77		305653		D	N	GENERAL SUPPLIES	651.48474.0229

CHECK#	DATE	VENDOR NAME AND NUMBER	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 B X M	ACCOUNT NAME	ACCOUNT
NORTHERN STATES SUPPLY 000585										
33574	06/27/12	RESTROOM REPAIR-PARTS		23.02		847194		D N	MTC. OF STRUCTU	101.43425.0225
33574	06/27/12	PROTECTIVE EYEWEAR		29.18		847763		D N	SUBSISTENCE OF P	101.43425.0227
33574	06/27/12	PICNIC TABLE MTC-PARTS		2.18		848380		D N	MTC. OF OTHER I	101.43425.0226
33574	06/27/12	PICNIC TABLE MTC-PARTS		4.37		848404		D N	MTC. OF OTHER I	101.43425.0226
33574	06/27/12	TOOL BOX-TRUCK #125503		677.19		848564		D N	MACHINERY AND AU	450.43425.0553
33574	06/27/12	CABLE TIES		12.17		848885		D N	GENERAL SUPPLIES	101.43425.0229
33574	06/27/12	TOOL BOX-TRUCK #125503		511.26		850631		D N	MACHINERY AND AU	450.43425.0553
		VENDOR TOTAL		1,654.09		*CHECK TOTAL				
OBREGON/ERIKA .01846										
33575	06/27/12	REFUND SHELTER DEPOSIT		50.00		061912		D N	DEPOSITS	101.230000
OFFICE SERVICES 000589										
33576	06/27/12	PHOTO COPIES-MAY/JUNE		728.33		STMT/5-12		D N	OFFICE SUPPLIES	101.41401.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		212.14		STMT/5-12		D N	OFFICE SUPPLIES	101.41401.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		124.05		STMT/5-12		D N	OFFICE SUPPLIES	101.41402.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		41.58		STMT/5-12		D N	OFFICE SUPPLIES	101.41402.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		67.13		STMT/5-12		D N	OFFICE SUPPLIES	101.41403.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		106.10		STMT/5-12		D N	OFFICE SUPPLIES	101.41403.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		48.00		STMT/5-12		D N	OFFICE SUPPLIES	101.41404.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		23.21		STMT/5-12		D N	OFFICE SUPPLIES	101.41404.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		150.08		STMT/5-12		D N	OFFICE SUPPLIES	101.41405.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		7.55		STMT/5-12		D N	OFFICE SUPPLIES	101.41405.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		0.08		STMT/5-12		D N	OFFICE SUPPLIES	101.41405.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		0.13		STMT/5-12		D N	OFFICE SUPPLIES	101.41409.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		0.11		STMT/5-12		D N	OFFICE SUPPLIES	101.42412.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		69.90		STMT/5-12		D N	OFFICE SUPPLIES	101.43417.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		106.10		STMT/5-12		D N	OFFICE SUPPLIES	101.43417.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		98.10		STMT/5-12		D N	OFFICE SUPPLIES	101.43425.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		0.42		STMT/5-12		D N	OFFICE SUPPLIES	101.43425.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		3.60		STMT/5-12		D N	OFFICE SUPPLIES	101.43430.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		200.48		STMT/5-12		D N	OFFICE SUPPLIES	101.45432.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		87.62		STMT/5-12		D N	OFFICE SUPPLIES	101.45432.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		0.53		STMT/5-12		D N	OFFICE SUPPLIES	101.45432.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		13.73		STMT/5-12		D N	OFFICE SUPPLIES	207.45001.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		1.31		STMT/5-12		D N	OFFICE SUPPLIES	409.48451.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		0.87		STMT/5-12		D N	OFFICE SUPPLIES	651.48474.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		0.66		STMT/5-12		D N	OFFICE SUPPLIES	651.48475.0220
33576	06/27/12	PHOTO COPIES-MAY/JUNE		1.00		STMT/5-12		D N	OFFICE SUPPLIES	651.48475.0220
		VENDOR TOTAL		2,092.81		*CHECK TOTAL				
PETERSON *PETTY CASH/BR 000609										
33577	06/27/12	TO REIMBURSE PETTY CASH		28.17		062612		D N	SUBSISTENCE OF P	101.41402.0227
33577	06/27/12	TO REIMBURSE PETTY CASH		37.57		062612		D N	COMMUNICATIONS	101.41402.0330
33577	06/27/12	TO REIMBURSE PETTY CASH		55.63		062612		D N	TRAVEL-CONF.-SCH	101.41402.0333
		VENDOR TOTAL		121.37		*CHECK TOTAL				

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
PETERSON SHOE STORE 33578 06/27/12 LINDAHL-SAFETY BOOTS 33578 06/27/12 LINDAHL-SAFETY BOOTS 33578 06/27/12 SOINE-SAFETY BOOTS	75.00 50.00 125.00 250.00 250.00		139731 139731 139771 *CHECK TOTAL		D N D N D N	SUBSISTENCE OF P SUBSISTENCE OF P SUBSISTENCE OF P	651.48474.0227 651.48475.0227 101.43425.0227
VENDOR TOTAL							
PLAY IT AGAIN SPORTS & F 33579 06/27/12 UMPIRE KITS 33579 06/27/12 CHEST PROTECTORS 33579 06/27/12 BASEBALL CHIN STRAPS	64.08 149.58 15.98 229.64 229.64		166 168 170 *CHECK TOTAL		D N D N D N	GENERAL SUPPLIES GENERAL SUPPLIES GENERAL SUPPLIES	101.45432.0229 101.45432.0229 101.45432.0229
VENDOR TOTAL							
POST BOARD 33485 06/26/12 POST LICENSE FEE	180.00		062612		D N	LICENSES AND TAX	101.42411.0445
PRINT MASTERS 33580 06/27/12 VISITOR BAG MAPS	427.50		73239		D N	PRINTING AND PUB	208.45005.0331
QUALITY FLOW SYSTEMS INC 33581 06/27/12 L.S. PARTS	770.33		25125		D N	MTCE. OF EQUIPME	651.48476.0224
QUICK SIGNS 33582 06/27/12 VEHICLE LETTERING	165.66		168022		D N	INVENTORIES-MDSE	101.125000
RAMBOW INC 33583 06/27/12 SUMMER STAFF T-SHIRTS	570.00		169002		D N	GENERAL SUPPLIES	101.45432.0229
RICOH USA INC 33584 06/27/12 COPIER LEASE AGRMT	675.45		87218195		D N	RENTS	741.48001.0440
RICOH USA INC 33585 06/27/12 COPIER MTCE CHARGE 33585 06/27/12 COPIER MTCE CHARGE	292.91 476.10 769.01 769.01		5023067125 5023106018 *CHECK TOTAL		D N D N	MTCE. OF EQUIPME MTCE. OF EQUIPME	741.48001.0334 101.42411.0334
VENDOR TOTAL							
RINK SYSTEMS INC 33586 06/27/12 COMP. OVERHAUL PARTS	4,281.31		1100894		D N	MTCE. OF EQUIPME	101.45433.0224
SELANDER/BRENA 33587 06/27/12 REFUND BASEBALL CLINIC	30.00				D N	REFUNDS AND REIM	101.41428.0882
SERVICE CENTER/CITY OF W 33588 06/27/12 GAS-65.2 GALLONS 33588 06/27/12 GAS-31.6 GALLONS 33588 06/27/12 GAS-2054.3 GALLONS	232.11 112.50 7,313.31		STMT/5-12 STMT/5-12 STMT/5-12		D N D N D N	MOTOR FUELS AND MOTOR FUELS AND MOTOR FUELS AND	101.41402.0222 101.41408.0222 101.42411.0222

VENDOR NAME AND NUMBER CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
SERVICE CENTER/CITY OF W 000685								
33588 06/27/12	GAS-58 GALLONS	206.48		STMT/5-12		D N	MOTOR FUELS AND	101.42412.0222
33588 06/27/12	GAS-120.8 GALLONS	430.05		STMT/5-12		D N	MOTOR FUELS AND	101.43417.0222
33588 06/27/12	GAS-1125.4 GALLONS	4,006.42		STMT/5-12		D N	MOTOR FUELS AND	101.43425.0222
33588 06/27/12	GAS-34.1 GALLONS	121.40		STMT/5-12		D N	MOTOR FUELS AND	101.43430.0222
33588 06/27/12	GAS-108.3 GALLONS	385.55		STMT/5-12		D N	MOTOR FUELS AND	101.45433.0222
33588 06/27/12	GAS-12.96 GALLONS	46.14		STMT/5-12		D N	MOTOR FUELS AND	651.48474.0222
33588 06/27/12	GAS-8.64 GALLONS	30.76		STMT/5-12		D N	MOTOR FUELS AND	651.48475.0222
33588 06/27/12	EQUIPMENT REPAIR-PARTS	118.40		STMT/6-12		D N	MOTOR FUELS AND	101.41408.0224
33588 06/27/12	EQUIPMENT REPAIR-OIL	17.00		STMT/6-12		D N	MOTOR FUELS AND	101.42411.0222
33588 06/27/12	EQUIPMENT REPAIR-PARTS	55.88		STMT/6-12		D N	MOTOR FUELS AND	101.42411.0224
33588 06/27/12	DIESEL-92.7 GALLONS	306.70		STMT/6-12		D N	MOTOR FUELS AND	101.42412.0222
33588 06/27/12	DIESEL-198.2 GALLONS	6,628.89		STMT/6-12		D N	MOTOR FUELS AND	101.43425.0222
33588 06/27/12	EQUIPMENT REPAIR-OIL	285.10		STMT/6-12		D N	MOTOR FUELS AND	101.43425.0222
33588 06/27/12	EQUIPMENT REPAIR-PARTS	4,926.50		STMT/6-12		D N	MOTOR FUELS AND	101.43425.0222
33588 06/27/12	DIESEL-55.3 GALLONS	183.48		STMT/6-12		D N	MOTOR FUELS AND	101.43425.0224
33588 06/27/12	DIESEL-44.2 GALLONS	148.62		STMT/6-12		D N	MOTOR FUELS AND	101.43430.0222
33588 06/27/12	DIESEL-84.8 GALLONS	286.94		STMT/6-12		D N	MOTOR FUELS AND	101.45433.0222
	VENDOR TOTAL	25,842.23	*CHECK	TOTAL				651.48476.0222
		25,842.23						
SERVICEMASTER PROF. SERV 000687								
33589 06/27/12	PROF. BLDG MAINTENANCE	342.00		82154		D N	MTCE. OF STRUCTU	101.41408.0335
33589 06/27/12	PROF. BLDG MAINTENANCE	712.86		82155		D N	MTCE. OF STRUCTU	101.41408.0335
	VENDOR TOTAL	1,054.86	*CHECK	TOTAL				
		1,054.86						
SGC HORIZON LLC								
33590 06/27/12	AD FOR BIDS-PROJ 1202	112.00		69136		D N	ADVERTISING	412.48451.0447
SKOW/ADAM								
33486 06/26/12	2012 WILLMARFEST PAYOUT	50.00		062612		D N	AWARDS AND INDEM	101.45432.0442
SLETTE/JULIE								
33591 06/27/12	REFUND BASEBALL CLINIC	30.00		062112		D N	REFUNDS AND REIM	101.41428.0882
STACY'S NURSERY INC								
33592 06/27/12	FLOWERS/DIRT/MULCH	27.68		7062		D N	GENERAL SUPPLIES	101.41408.0229
33592 06/27/12	MULCH/PREEN	85.45		7062		D N	MTCE. OF OTHER I	101.43425.0226
33592 06/27/12	PUMP-SELVIG FOUNTAIN	241.13		7169		D N	MTCE. OF OTHER I	101.43425.0226
	VENDOR TOTAL	354.26	*CHECK	TOTAL				
		354.26						
STANGELAND/TASHA								
33593 06/27/12	REFUND TENNIS LEAGUE	10.00		061912		D N	REFUNDS AND REIM	101.41428.0882
STATEWIDE DISTRIBUTING I								
33594 06/27/12	GARBAGE BAGS	34.79		094707		D N	GENERAL SUPPLIES	651.48474.0229

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
STATEWIDE DISTRIBUTING I 000718						
33594 06/27/12 GARBAGE BAGS	23.19	094707		D N	GENERAL SUPPLIES	651.48475.0229
33594 06/27/12 TOILET TISSUE	63.91	094738		D N	GENERAL SUPPLIES	101.43430.0229
33594 06/27/12 TOILET TISSUE/HAND TWLS	62.39	094745		D N	GENERAL SUPPLIES	651.48474.0229
33594 06/27/12 TOILET TISSUE/HAND TWLS	41.60	094745		D N	GENERAL SUPPLIES	651.48475.0229
VENDOR TOTAL	225.88	*CHECK TOTAL				
STEIN'S INC 000720						
33595 06/27/12 CLEANING SUPPLIES	96.20	642451		D N	CLEANING AND WAS	101.43425.0228
TDS METROCOM 000758						
33596 06/27/12 MONTHLY SERVICE	231.92	230		D N	COMMUNICATIONS	101.42412.0330
33596 06/27/12 MONTHLY SERVICE	49.16	230		D N	COMMUNICATIONS	101.43425.0330
VENDOR TOTAL	281.08	*CHECK TOTAL				
THANE HAWKINS POLAR CHEV 002607						
33487 06/26/12 4 2012 CHEVY IMPALAS	82,400.80	C1311380		D N	MACHINERY AND AU	450.42411.0553
TREELINE 002942						
33597 06/27/12 PROFESSIONAL SERVICES	251.09	1230-1205		D N	PROFESSIONAL SER	101.41401.0446
33597 06/27/12 PROFESSIONAL SERVICES	501.10	1230-1205		D N	PROFESSIONAL SER	101.41402.0446
VENDOR TOTAL	502.19	*CHECK TOTAL				
UNCOMMON USA INC 001286						
33598 06/27/12 US FLAGS	650.00	0702926		D N	GENERAL SUPPLIES	101.43425.0229
UNITED WAY OF WEST CENTR 001287						
33488 06/26/12 THANK YOU LUNCHEON	15.00	061412		D N	SUBSISTENCE OF P	101.41400.0227
UV DOCTOR LAMPS LLC 002968						
33599 06/27/12 UV SYSTEM-PARTS	1,013.62	5705		D N	MTCE. OF EQUIPME	651.48474.0224
33599 06/27/12 UV SYSTEM-PARTS	499.25	5705		D N	MTCE. OF EQUIPME	651.48475.0224
VENDOR TOTAL	1,512.87	*CHECK TOTAL				
VEGA/MARTHA .01828						
33600 06/27/12 REFUND SHELTER DEPOSIT	50.00	061912		D N	DEPOSITS	101.2300000
VLAMINCK/TRACY .01753						
33601 06/27/12 REFUND BASEBALL CLINIC	30.00	062112		D N	REFUNDS AND REIM	101.41428.0882
WAL-MART COMMUNITY 000789						
33602 06/27/12 COFFEE	37.92	051412		D N	SUBSISTENCE OF P	101.42411.0227
33602 06/27/12 BATTERIES/COFFEE FILTERS	19.58	051412		D N	GENERAL SUPPLIES	101.42411.0229
33602 06/27/12 OFFICE SUPPLIES	50.77	051512		D N	OFFICE SUPPLIES	101.45437.0220

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9	BX M	ACCOUNT NAME	ACCOUNT
WAL-MART COMMUNITY											
	33602	06/27/12	COFFEE/COOKIES	32.64		051512		D	N	SUBSISTENCE OF P	101.45437.0227
	33602	06/27/12	CITY SALES TAX	0.86		051612		D	N	SALES TAX PAYABL	101.206000
	33602	06/27/12	COFFEE	31.61		051612		D	N	SUBSISTENCE OF P	651.48474.0227
	33602	06/27/12	PLANT SUPPLIES	19.58		051612		D	N	GENERAL SUPPLIES	651.48474.0227
	33602	06/27/12	COFFEE	21.07		051612		D	N	SUBSISTENCE OF P	651.48475.0227
	33602	06/27/12	PLANT SUPPLIES	13.05		051612		D	N	GENERAL SUPPLIES	651.48475.0229
	33602	06/27/12	INTERGENERATIONAL PRGRM	17.07		052412		D	N	GENERAL SUPPLIES	101.45437.0229
	33602	06/27/12	BATTERIES/GORILLA TAPE	35.04		052412		D	N	GENERAL SUPPLIES	101.45437.0229
	33602	06/27/12	OFFICE SUPPLIES	17.52		052912		D	N	OFFICE SUPPLIES	101.45437.0220
	33602	06/27/12	OFFICE SUPPLIES	7.91		060112		D	N	OFFICE SUPPLIES	101.45437.0220
	33602	06/27/12	SPECIAL EVENT SUPPLIES	37.24		060412		D	N	GENERAL SUPPLIES	101.45437.0220
			VENDOR TOTAL	341.86		*CHECK TOTAL					
WEST CENTRAL SANITATION											
	33603	06/27/12	GARBAGE SERVICE-MAY	17.41		2664300/5-12		D	N	CLEANING AND WAS	207.45001.0338
WEST CENTRAL TRIBUNE											
	33604	06/27/12	NOTICE PUBLISHED	85.56		CL03038989		D	N	PRINTING AND PUB	101.41401.0331
	33604	06/27/12	ANNUAL SUBSCRIPTION	84.07		177822549/12		D	N	PREPAID EXPENSES	101.128000
	33604	06/27/12	ANNUAL SUBSCRIPTION	253.71		177822549/12		D	N	SUBSCRIPTIONS AN	101.41408.0443
			VENDOR TOTAL	253.71		*CHECK TOTAL					
WILLMAR AUTO VALUE											
	33605	06/27/12	WEATHER STRIPPING	5.13		22012223		D	N	INVENTORIES-MDSE	101.125000
	33605	06/27/12	BELT	42.74		22012293		D	N	INVENTORIES-MDSE	101.125000
	33605	06/27/12	GASKET MATERIAL	3.20		22012350		D	N	MTCE. OF EQUIPME	651.48474.0224
	33605	06/27/12	GASKET MATERIAL	2.13		22012350		D	N	MTCE. OF EQUIPME	651.48475.0224
	33605	06/27/12	BELTS	36.20		22012417		D	N	INVENTORIES-MDSE	101.125000
	33605	06/27/12	ANTIFREEZE	27.77		22012856		D	N	MTCE. OF EQUIPME	651.48474.0224
	33605	06/27/12	ANTIFREEZE	33.32		22013536		D	N	MTCE. OF EQUIPME	651.48474.0224
	33605	06/27/12	ANTIFREEZE	22.21		22013536		D	N	MTCE. OF EQUIPME	651.48475.0224
			VENDOR TOTAL	172.70		*CHECK TOTAL					
WILLMAR DESIGN CENTER											
	33606	06/27/12	EXPENSE REIMBURSEMENT	3,304.97		062512		D	N	DOWNTOWN ITEMS	101.41428.0820
WILLMAR WATER & SPAS											
	33607	06/27/12	SOFTENER SALT	8.76		27060		D	N	GENERAL SUPPLIES	101.43430.0229
ZEE MEDICAL SERVICE											
	33608	06/27/12	FIRST AID SUPPLIES	212.75		54168198		D	N	SUBSISTENCE OF P	101.45433.0227

ACS FINANCIAL SYSTEM
06/27/2012 15:50:10

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VENDOR NAME AND NUMBER CHECK# DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
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REPORT TOTALS:
1,281,623.46

RECORDS PRINTED - 000487

Vendor Payments History Report

FUND RECAP:		DISBURSEMENTS
FUND	DESCRIPTION	
101	GENERAL FUND	117,511.99
207	W.R.A.C. - 8	624.20
208	CONVENTION & VISITORS BUREAU	724.54
220	LOCAL OPTION SALES TAX	100,000.00
234	LIBRARY IMPROVEMENT RESERVE	35,800.00
295	COMMUNITY INVESTMENT	10,000.00
296	PUBLIC WORKS RESERVE	1,000.00
302	D.S. - 2002 BOND	1,000.00
307	D.S. - 2007A BOND	1,000.00
308	D.S. - 2008 BOND	1,000.00
310	D.S. - 2010 BOND	2,000.00
311	D.S. - 2011 BOND	1,000.00
350	RICE HOSPITAL DEBT SERVICE	278,000.00
409	S.A.B.F. - #2009	13.73
412	S.A.B.F. - #2012	112.00
417	C.P. - SURFACE WATER	5,052.43
450	CAPITAL IMPROVEMENT FUND	231,589.25
651	WASTE TREATMENT	494,226.96
741	OFFICE SERVICES	968.36
TOTAL ALL FUNDS		1,281,623.46

BANK RECAP:		DISBURSEMENTS
BANK	NAME	
HERT	HERITAGE BANK	1,281,623.46
TOTAL ALL BANKS		1,281,623.46

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

April 17, 2012

The Willmar Charter Commission was called to order by Chair Shawn Mueske. Members present were, Audrey Nelsen, Richard Falk, Shawn Mueske, Laura Becker, Robert Bonawitz, Ron Andreen, Joe Thompson, Richard Hogle, and John Sullivan. Present 9 Absent 0. Robert Bonawitz joined the meeting electronically through an internet connection to the conference room. Also in attendance were Council Members Bruce DeBlieck, Denis Anderson, Steve Ahmann, Jim Dokken, Mayor Frank Yanish, City Clerk-Treasurer Kevin Halliday, and David Little, West Central Tribune.

Commissioner Hogle moved to approve the minutes of February 21, 2012. Commissioner Sullivan seconded the motion which carried.

Item 1 The Charter Commission began deliberating on two of the main points of dissention between the Commission and the City Council on the Charter amendments put forth and voted down by the Council on January 3, 2012.

Point one, the overriding power of the Council over Boards and Commissions currently requires five (5) affirmative votes whereby the Charter Commission was recommending six (6) affirmative votes to overrule the action. Point two, the rules of procedure found discussion centered on which rules of parliamentary procedure to adopt for Council business. Chair Mueske solicited Council Member comments whereby Council Member Ahmann stated he has reconsidered his position and now believes the current five (5) vote threshold is best but that the Council should be adopting parliamentary rules every year. Commissioner Nelsen voiced concerns with switching rules from time to time stating that the adopted rules should not be switched and that someone should learn the adopted rules thoroughly, all while reiterating her position that the Council needs rules. Discussion centered on amending the proposal to use language like "an acceptable list of parliamentary rules" and delete a specific type.

The Commission continued discussion on the overriding powers of the Council with some Council Members amenable to the six (6) affirmative vote requirement while others seriously questioning the need for that extra vote. After a lengthy discussion a consensus was reached that the City Council Members should continue discussion on all their points of concern and contention at a Council Work Session. The elected officials were in agreement that a work session would be convened with the Commission invited in the near future.

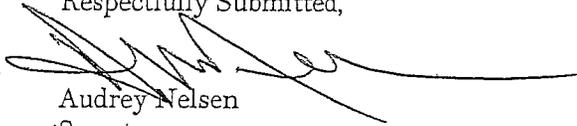
Commissioner Nelsen left the meeting at 2:25 p.m.

Item 2 The Commission discussed the recent contracts the City offered Flaherty & Hood for civil issues and Anderson Law Firm for criminal issues and wondered if the Charter language needed amending. Following discussion Commissioner Thompson moved to amend 2.08 Sub 2 to read "individual(s) and law firm (s)" Commission Hogleund seconded the motion which carried.

The Commission set the next meeting subject to call by the Chairman.

Meeting was adjourned at 2:50 p.m.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Audrey Nelsen', written over a horizontal line.

Audrey Nelsen
Secretary

**BOARD OF ZONING APPEALS
CITY OF WILLMAR, MN
MONDAY, JUNE 25, 2012**

MINUTES

1. The Willmar Board of Zoning Appeals met on Monday, June 25, 2012 at 5:00 p.m. at the City Office Building.

** Members Present: Ross Magnuson, Larry Brown, Beverly Dougherty, and Robbert Stone.

** Members Absent: Jeff Sawyer, Mark Suedbeck, and Luis Estrada.

** Others Present: Tom Juni, and Megan M. Sauer- Planner.

2. BURGER KING PARKING SETBACK VARIANCE-FILE NO. 12-02: The public hearing opened at 5:04 p.m. Staff presented a variance request on behalf of Quick Stop Properties Inc., Alexandria, to allow a 0' parking setback off of the north and east property line, 5' off of the south property line, and 3' off of the west property line on property described as: the north 250' of the south 500' 10" of the east 150' of the west 183' of the SW ¼ of the SW1/4, Section 14, Township 119, Range 35 (1201 1st St. S.). The Zoning Ordinance stipulates all parking and drive lanes shall be a minimum of 10' setback from the side and rear property lines on commercially zoned properties and 15' from r-o-w.

Tom Juni, an abutting property owner to the east, commented that there is quite a grade change from east to west with a retaining wall on the Burger King Property and a fence on his property. He commented that the fence is currently dilapidated and the kids cross from the school across the property to get to the restaurant. Staff suggested he work with the architect and owner to improve the fence at the same time the new retaining wall is being constructed.

With no more comments from the public, the hearing was closed at 5:15 p.m.

The Board of Zoning Appeals reviewed and discussed staff comments (see Attachment A).

The Board of Zoning Appeals talked about other retrofit lots on 1st St. S. that are smaller and tight to fit into today's retail and restaurant market demands. Similar variances were approved for the LuLu Beans site and Jimmy Johns Restaurant, both within sight of Burger King.

Mr. Stone made a motion, seconded by Ms. Dougherty, to approve the parking setback variances as requested.

The reasoning the Board gave for the approval of the variance was that reduced setbacks currently exist on the site, and will actually increase the setback along the west property line. As the property's overall size was reduced when the City purchased r-o-w for the widening of 1st St. S., the owners had an even tighter site to work with. Similar requests for nearby properties have been granted and the precedent has been set. The Board of Zoning appeals permitted the reduced setback to allow for the reuse of the property and business growth at an existing site as per the Comprehensive Plan. The requisite findings were made for the variance request.

The motion carried.

3. There being no further business to come before the Commission, the meeting adjourned at 5:20 p.m.

Respectfully submitted,



Megan M. Sauer, AICP
Planner/Airport Manager

BOARD OF ZONING APPEALS- JUNE 25, 2012

STAFF COMMENTS

1. BURGER KING PARKING SETBACK VARIANCE- FILE NO. 12-02:

- The applicant is Quick Stop Properties Inc. Alexandria, MN.
- The applicant is requesting to allow a 5' parking setback off of the south and west property line and 0' parking setbacks along the east and north property line on property described as: the north 250' of south 500' 10" of east 150' of west 183' of SW ¼ of SW ¼ (1201 1st St. S.).
- The Zoning Ordinance stipulates all parking and drive lanes shall be a minimum of 10' setback from side and rear property lines on commercially zoned properties.
- There is currently a 0' parking setback along the north and east property lines.
- Other small sized commercial lots along the 1st St. commercial corridor have had similar parking setback variances granted based on the retrofit of undersized lots to accommodate commercial infill development.

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

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY OF
WILLMAR, MINNESOTA

HELD: July 2, 2012

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Willmar, Kandiyohi County, Minnesota, was duly called and held at the Municipal Utilities Building in said City on Monday, the 2nd day of July, 2012, at 7:00 P.M., for the purpose of awarding the sale of, \$1,460,000 General Obligation Improvement Bonds, Series 2012B of the City.

The following members were present:

and the following were absent:

Councilmember _____ introduced the following resolution and moved its

adoption:

RESOLUTION ACCEPTING OFFER ON THE
SALE OF \$1,460,000 GENERAL OBLIGATION IMPROVEMENT
BONDS, SERIES 2012B, PROVIDING FOR THEIR ISSUANCE
AND LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, the City Council of the City of Willmar, Minnesota (the "City"), has heretofore determined and declared that it is necessary and expedient to issue \$1,460,000 General Obligation Improvement Bonds, Series 2012B of the City, pursuant to Minnesota Statutes, Chapters 429 and 475, to finance the construction of various improvement projects in the City (the "Improvements"); and

B. WHEREAS, on May 21, 2012, the City Council adopted a resolution calling a public hearing on an Ordinance entitled "An Ordinance Authorizing the Issuance of \$1,555,000 General Obligation Improvement Bonds, Series 2012B, and Levying of Taxes to Secure the Payment Thereof" (the "Ordinance"); and

C. WHEREAS, a public hearing on the adoption of the Ordinance was held on June 6, 2012, and, following the public hearing the City Council adopted the Ordinance; and

D. WHEREAS, the construction of the improvement projects to be financed by the Bonds have heretofore been ordered; and

E. WHEREAS, offers to purchase the Bonds were solicited on behalf of the City by Springsted Incorporated, an independent financial consultant, and therefore the City is authorized to negotiate the sale of the Bonds without compliance with the public sale requirements of Chapter 475; and

F. WHEREAS, the following offers were received, opened and recorded at the offices of Springsted Incorporated at 10:00 a.m., this same day:

Bidder Interest Rate Net Interest Cost

(see attached)

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

1. Acceptance of Offer. The offer of _____ located in _____ (the "Purchaser"), to purchase \$1,460,000 General Obligation Improvement Bonds, Series 2012B of the City (the "Bonds", or individually a "Bond"), in accordance with the terms of proposal, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$ _____, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable offer received and is hereby accepted, and the Bonds are hereby awarded to the Purchaser. The Finance Director is directed to retain the deposit of said Purchaser and to forthwith return to the others making offers their good faith deposits.

2. Terms of Bonds.

(a) Title; Original Issue Date; Denominations; Maturities. The Bonds shall be titled "General Obligation Improvement Bonds, Series 2012B", shall be dated the date of original issue and shall be issued forthwith on or after such date as fully registered bonds. The Bonds shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2013	\$60,000	2019	\$145,000
2014	155,000	2020	140,000
2015	150,000	2021	140,000
2016	150,000	2022	145,000
2017	145,000	2023	85,000
2018	145,000		

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a

separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 (with respect to optional redemption) and 10 (with respect to registration, transfer, and exchange) Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by U.S. Bank National Association, in St. Paul, Minnesota (the "Bond Registrar") in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the Holder of the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10 hereof (with respect to registration, transfer and exchange), references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations, to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(c) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Bonds shall provide funds to finance the construction of various improvement projects in the City (the "Improvements"). The total cost of the Improvements, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. Work on the Improvements shall proceed with due diligence to completion. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Improvements proceeds with due diligence to completion and that any and all permits and studies required under law for the Improvements are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2013, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2013		2019	
2014		2020	
2015		2021	
2016		2022	
2017		2023	
2018			

5. Optional Redemption. All Bonds of this issue maturing in the years 2022 and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2021, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption

date, and interest shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the holder thereof or his, her or its attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the holder of such Bond, without service charge, a new Bond or Bonds of the same series having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by such holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. U.S. Bank National Association, in St. Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12 of this resolution (with respect to interest payment and record date).

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
KANDIYOHI COUNTY
CITY OF WILLMAR

R- _____

\$ _____

GENERAL OBLIGATION IMPROVEMENT
BOND, SERIES 2012B

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>DATE OF</u> <u>ORIGINAL ISSUE</u>	<u>CUSIP</u>
%	February 1, 20__	_____, 2012	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Willmar, Kandiyohi County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, unless called for earlier redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2013, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of U.S. Bank National Association, in St. Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those

terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue maturing in the years 2022 and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2021, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date, a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or his, her or its attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds of the same series having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$1,460,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, which Bond has been issued pursuant to and in full conformity with the Constitution, Charter of the Issuer and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council of the Issuer on July 2, 2012 (the "Resolution"), for the purpose of providing money to finance the construction of various improvement projects in the City. This Bond is payable out of the General Obligation Improvement Bonds, Series 2012B Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full

payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely as fully registered bonds in the denominations of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered Bonds of other authorized denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by his, her or its attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an authorized denomination or denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Not Qualified Tax-Exempt Obligation. This Bond has not been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution, and laws of the State of Minnesota and Charter of the Issuer to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the

original purchaser, does not exceed any constitutional, statutory or charter limitation of indebtedness.

IN WITNESS WHEREOF, the City of Willmar, Kandiyohi County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Clerk, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: U.S. Bank National Association
St. Paul, Minnesota

Payable at: U.S. Bank National Association
St. Paul, Minnesota

CITY OF WILLMAR
KANDIYOHI COUNTY, MINNESOTA

/s/ Facsimile
Mayor

/s/ Facsimile
Clerk

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

This Bond is one of the Bonds
described in the Resolution
mentioned within.

U.S. Bank National Association
St. Paul, Minnesota
Bond Registrar

By _____
Authorized Signature

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA - _____ as custodian for _____

(Cust)

(Minor)

under the _____ Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

8. Execution; Temporary Bonds. The Bonds shall be printed (or, at the request of the Purchaser, typewritten) shall be executed on behalf of the City by the signatures of its Mayor and Clerk and be sealed with the seal of the City; provided, however, that the seal of the City may be a printed (or, at the request of the Purchaser, photocopied) facsimile; and provided further that both of such signatures may be printed (or, at the request of the Purchaser, photocopied) facsimiles and the corporate seal may be omitted on the Bonds as permitted by law. In the event of disability or resignation or other absence of either such officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. The City may elect to deliver, in lieu of printed definitive bonds, one or more typewritten temporary bonds in substantially the form set forth above, with such changes as may be necessary to reflect more than one maturity in a single temporary bond. The temporary bonds may be executed with photocopied facsimile signatures of the Mayor and Clerk. Such temporary bonds shall, upon the printing of the definitive bonds and the execution thereof, be exchanged therefor and canceled.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9 with respect to authentication) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination or denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond

Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Administrator is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12 above with respect to interest payment and record date) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Finance Director to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby created a special fund to be designated the "General Obligation Improvement Bonds, Series 2012B Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. There shall be maintained in the Fund two (2) separate accounts, to be designated the "Construction Account" and "Debt Service Account", respectively.

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds, less accrued interest received thereon, and less any amount paid for the Bonds in excess of \$1,447,590, plus any special assessments levied with respect to the Improvements and collected prior to completion of the Improvements and payment of the costs thereof from the Construction Account there shall be paid all costs and expenses of making the Improvements listed in paragraph 16 (with respect to assessments), including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes or special assessments herein levied or covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Construction Account, the balance (other than any special assessments) may be transferred by the Council to the fund of any other improvement instituted pursuant to Minnesota Statutes, Chapter 429, and provided further that any special assessments credited to the Construction Account shall only be applied towards payment of the costs of the Improvements upon adoption of a resolution by the City Council determining that the application of the special assessments for such purpose will not cause the City to no longer be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (a) all collections of special assessments herein covenanted to be levied with respect to the Improvements and either initially credited to the Construction Account and not already spent as permitted above and required to pay any principal and interest due on the Bonds or collected subsequent to the completion of the Improvements and payment of the costs thereof; (b) all accrued interest received upon delivery of the Bonds; (c) all funds paid for the Bonds in excess of \$1,447,590; (d) all collections of taxes herein or hereafter levied for the payment of the Bonds and interest thereon; (e) all funds remaining in the Construction Account after completion of the Improvements and payment of the costs thereof, not so transferred to the account of another improvement; (f) all investment earnings on funds held in the Debt Service Account; and (g) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account, including but not limited to prepaid assessments or other available funds sufficient to pay interest due on the Bonds on February 1, 2013. The Debt Service Account shall be used

solely to pay the principal and interest and any premiums for redemption of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said account as provided by law.

(c) No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Bonds or \$100,000. To this effect any special assessments against benefitted properties are also pledged to the Debt Service Account, in excess of amounts which under then-applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Assessments. It is hereby determined that no less than twenty percent (20%) of the cost to the City of each Improvement financed hereunder within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments to be heretofore levied against every assessable lot, piece and parcel of land benefitted by any of the Improvements. The City hereby covenants and agrees that it will let all construction contracts not heretofore let within one (1) year after ordering each Improvement financed hereunder unless the resolution ordering the Improvement specifies a different time limit for the letting of construction contracts. The City hereby further covenants and agrees that it will do and perform as soon as they may be done all acts and things necessary for the final and valid levy of such special assessments, and in the event that any such assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the City or the City Council or any of the City officers or employees, either in the making of the assessments or in the performance of any condition precedent thereto, the City and the City Council will forthwith do all further acts and take all further proceedings as may be required by law to make the assessments a valid and binding lien upon such property. It is hereby determined that the assessments shall be payable in equal, consecutive installments of principal, with interest on the declining balance, with general taxes for the years shown below and with interest on the declining balance of all such assessments at a rate per annum not greater than the maximum permitted by law and not less than 3.78% per annum:

<u>Improvement Designation</u>	<u>Amount</u>	<u>Levy Years</u>	<u>Collection Years</u>
2012 Street Improvements	\$923,100	2011-2021	2012-2022

At the time the assessments are in fact levied the City Council shall, based on the then-current estimated collections of the assessments, make any adjustments in any ad valorem taxes required to be levied in order to assure that the City continues to be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

17. Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City of the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
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See Exhibit A attached hereto

The tax levies are such that if collected in full they, together with estimated collections of special assessments and other revenues herein pledged for the payment of the Bonds, will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

18. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

19. Certificate of Registration and Tax Levy. If no Certificate of Intent is filed in accordance with Section 7.04(j) of the City Charter within 15 days after adoption of this resolution, the Clerk is hereby directed to file a certified copy of this resolution with the County Auditor of Kandiyohi County, Minnesota, together with such other information as he or she shall require, and to obtain the County Auditor's certificate that the Bonds have been entered in the County Auditor's Bond Register, and the tax levy required by law has been made.

20. Records and Bonds. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits,

PROCLAMATION

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of Willmar; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS Willmar recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, Frank Yanish, Mayor, do hereby proclaim that July is recognized as **Park and Recreation Month** in the City of Willmar.

Frank Yanish, Mayor

Dated: July 2, 2012

**FINANCE COMMITTEE REPORT
CITY OF WILLMAR
MONDAY, JUNE 25, 2012**

The Finance Committee of the Willmar City Council met at 4:45 p.m. on Monday, June 25, 2012, in Conference Room #1 at the City Office Building. Chair Denis Anderson called the meeting to order.

Members Present:	Denis Anderson	.....	Chair
	Rick Fagerlie	.....	Vice Chair
	Jim Dokken	.....	Member
	Ron Christianson	.....	Member
	Steve Okins	.....	City Finance Director
	Kevin Halliday	.....	City Clerk/Treasurer

Others present included Carol Cunningham, Accounting Supervisor.

Item No. 1 – Deferred Assessment Ordinance (Information)

City Clerk Kevin Halliday explained that the Committee had previously reviewed a draft of the proposed Deferred Assessment Ordinance which would have established gross household income levels at HUD Low Income Limits. Concerns were raised that these income limits were too high. Since that time, staff has researched income statistics for Kandiyohi County and now presented that information to the Committee with a recommendation that the HUD Very Low Income Limits be instituted for this Ordinance. Following discussion, it was moved by Council Member Fagerlie, seconded by Council Member Dokken and passed to make the following:

RECOMMENDATION: to offer a motion to introduce an ordinance creating a new Chapter 5, Article V, Special Assessments, which describes improvement costs eligible for special assessment and discretionary deferment of those assessments, to amend the draft ordinance to use the HUD Very Low Income Limits, and to set a public hearing for July 16, 2012.

Item No. 2 – Reallocate Public Works Capital Outlay (Resolution)

Staff presented to the Committee a request to reallocate funds in the 2012 Public Works Capital Outlay Program. Replacement of a utility tractor was estimated at \$74,781 but the total purchase cost is \$78,455.53 for the tractor with a bucket attachment. Unused funds from the purchase of a Front End Loader would cover the overage for the tractor replacement. It is being requested that \$3,674.53 of these unused funds to be reallocated to the purchase of the tractor and bucket. Following discussion, it was moved by Council Member Fagerlie, seconded by Council Member Dokken and passed to make the following:

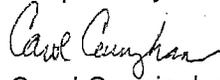
RECOMMENDATION: to introduce a resolution amending the 2012 Public Works Capital Outlay Budget by reappropriating \$3,674.53 left over from the purchase of a Front End Loader for the purchase of a tractor and bucket.

Item No. 3 – Miscellany (Information)

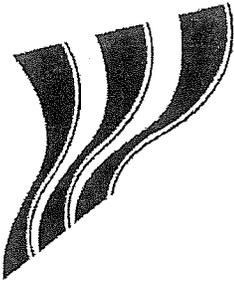
Chair Anderson raised a question about donations received from individuals and organizations, wondering if these items could be included on the Consent Agenda instead of addressing them at the Committee level and then again at the Council Meeting. Further, it was requested that the Mayor also verbally note each item included on the Consent Agenda so the public as well as the council are aware of what is being acted on in that motion. This would also detail any donations received and due appreciation and acceptance could be approved at that time. This matter was taken for information.

There being no further business to come before the Committee, the meeting was adjourned at 5:14 p.m. upon motion by Council Member Christianson, seconded by Council Member Fagerlie, and carried.

Respectfully submitted,



Carol Cunningham
Accounting Supervisor



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: _____

Meeting Date: _____

Attachments: Yes No

CITY COUNCIL ACTION

Date: July 2, 2012

- Approved Denied
 Amended Tabled
 Other

Originating Department: City Clerk-Treasurer

Action Requested: Motion to introduce the ordinance for a hearing

Guiding Principle: Willmar Municipal Code Section 5-89

Agenda Item: Consideration of Adopting Deferred Assessment Ordinance

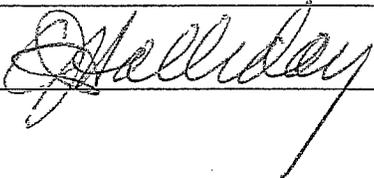
Background/Justification: The deferred assessment draft ordinance is returned to the committee to finalize the income level to use for qualifying for the hardship clause of the ordinance. Median household income for Kandiyohi County is attached.

Fiscal Impact: Individual deferments vary by homeowner parcel but bond payments must be made from the excess interest rate charged.

Alternatives: Discontinue offering Senior Citizen or Disabled Citizen deferments

Staff Recommendation: To use "very" low income levels of the Department of Housing & Urban Development as published.

Preparer: City Clerk-Treasurer

Signature: 

Kandiyohi County

- Basic Information
- Population and Races
- Income and Careers**
- Housing
- School District
- Public Schools
- Private Schools
- Public Library
- Weather
- Natural Disasters & Extremes
- Air Quality
- Environmental Watch
- City and City Map
- Zip Code and Maps
- Government
- Minnesota State
- Willmar Area

Kandiyohi County Income and Careers

Topics:	Per Capita Income	Median Workers Income	Household Income	Family Income
	Median Income by Age	Employment Status	Commuting to Work	Careers
	Poverty Level			

Per Capita Income

Kandiyohi County	25,844 USD
Minnesota	29,582 USD
U.S.	27,334 USD

*Based on 2006-2010 data.

Median Individual Worker Income

Kandiyohi County	25,072 USD
Minnesota	31,502 USD
U.S.	29,701 USD

*Based on 2006-2010 data.

Male Median Individual Worker Income

Kandiyohi County	31,720 USD
Minnesota	37,989 USD
U.S.	35,201 USD

*Based on 2006-2010 data.

Female Median Individual Worker Income

Kandiyohi County	19,683 USD
Minnesota	25,790 USD
U.S.	24,139 USD

*Based on 2006-2010 data.

Household Income

Median Household Income

Kandiyohi County	49,512 USD
Minnesota	57,243 USD
U.S.	51,914 USD

Mean Household Income

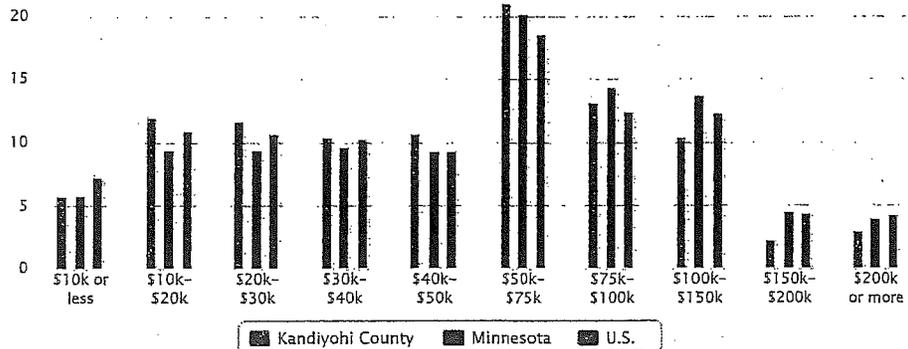
Kandiyohi County	64,141 USD
Minnesota	73,561 USD
U.S.	70,883 USD

Median Household Income Growth Since 2000

Kandiyohi County	24.49%
Minnesota	17.72%
U.S.	19.17%

Household Income Distribution

Percentage of the Total Households (%)



Household Income Other than Earnings

	Kandiyohi County	Minnesota	U.S.
	%* Average Amount	%* Average Amount	%* Average Amount
Interest, Dividends, or Net Rental Income	27.27%	\$17,010 28.44%	\$12,408 24.21%
Social Security Income	29.59%	\$15,831 25.29%	\$15,973 27.48%
Public Assistance Income	3.60%	\$2,181 3.18%	\$3,071 2.47%
Retirement Income	14.89%	\$21,285 15.17%	\$20,770 17.51%
			\$21,489

*The percentage of the total households that have the income.

*Based on 2006-2010 data.

Family Income

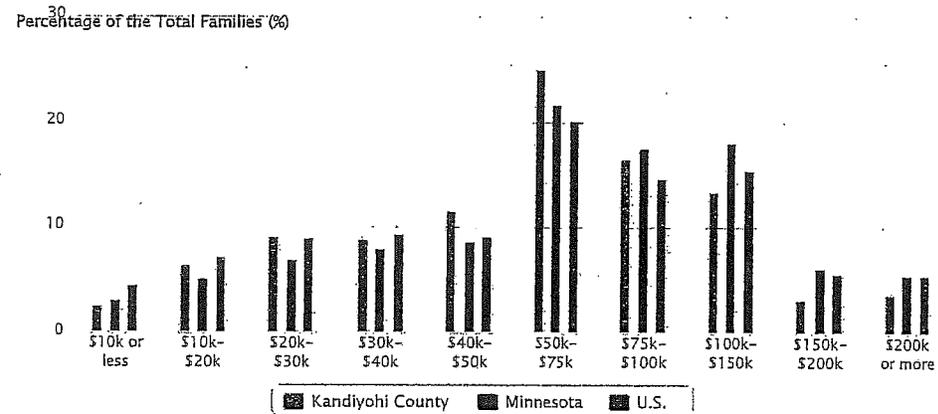
Median Family Income

Kandiyohi County	60,812 USD
Minnesota	71,307 USD
U.S.	62,982 USD

Mean Family Income

Kandiyohi County	75,626 USD
Minnesota	87,853 USD
U.S.	82,446 USD

Family Income Distribution



*Based on 2006-2010 data.

Median Household Income by Races

	Kandiyohi County	Minnesota	U.S.
White	\$50,721	\$59,396	\$54,999
Black	\$21,292	\$28,595	\$35,194
Hispanic	\$32,656	\$40,163	\$41,534
Asian	\$88,456	\$60,371	\$68,950
American Indian, Alaska Native	\$10,625	\$31,033	\$36,779
One Race, Other	\$34,375	\$41,291	\$40,847
Two or More Races	\$27,148	\$44,955	\$45,781

*Based on 2006-2010 data.

Median Household Income by Age

	Kandiyohi County	Minnesota	U.S.
less than 25	\$22,823	\$28,693	\$26,465
25 to 44	\$53,454	\$64,639	\$57,132
45 to 64	\$62,091	\$70,338	\$63,398
65 or over	\$36,130	\$34,152	\$33,906

*Based on 2006-2010 data.

Employment Status

	Kandiyohi County	Minnesota	U.S.
Population 16 Years and Over	33,100	4,111,966	238,733,844
Male ¹	16,489 49.82%	49.21%	48.60%
Male, in Labor Force ²	12,132 73.58%	75.58%	70.92%
Male, in Armed Forces ²	15 0.09%	0.14%	0.83%
Male, Civilian ²	12,117 73.49%	75.43%	70.09%
Male, Civilian, Employed ³	11,296 93.22%	92.74%	91.78%
Male, Civilian, Unemployed ³	821 6.78%	7.26%	8.22%

Male, Not in Labor Force ²	4,357	26.42%	24.42%	29.08%
Female ¹	16,611	50.18%	50.79%	51.40%
Female, In Labor Force ²	10,908	65.67%	66.60%	59.40%
Female, In Armed Forces ²	0	0.00%	0.02%	0.13%
Female, Civilian ²	10,908	65.67%	66.58%	59.26%
Female, Civilian, Employed ³	10,471	95.99%	94.58%	92.41%
Female, Civilian, Unemployed ³	437	4.01%	5.42%	7.59%
Female, Not in Labor Force ²	5,703	34.33%	33.40%	40.60%

¹ Percentage of the population of 16 years and over.

² Percentage of the population of 16 years and over for the gender.

³ Percentage of the Civilian for the gender.

*Based on 2006-2010 data.

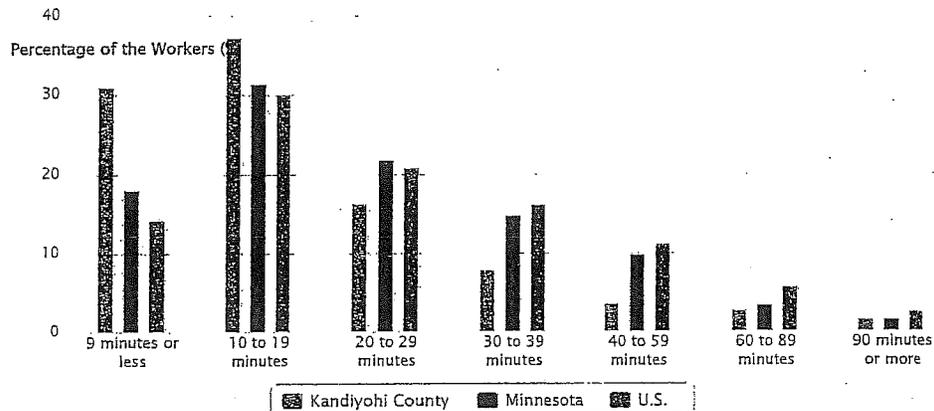
Commuting to Work

	Kandiyohi County	% Minnesota	U.S.
Workers 16 Years and Over	21,429	100%	2,676,172
Car, Truck, or Van—Drove Alone	16,753	78.18%	77.77%
Car, Truck, or Van—Carpooled	2,498	11.66%	9.21%
Public Transportation	264	1.23%	3.39%
Walked	646	3.01%	3.02%
Other Means	225	1.05%	1.58%
Worked at Home	1,043	4.87%	5.04%

Mean Travel Time to Work

Kandiyohi County	16.5 minutes
Minnesota	22.1 minutes
U.S.	25.3 minutes

Travel Time to Work Distribution



*Based on 2006-2010 data.

Careers

Occupation	Kandiyohi County	% Minnesota	U.S.
Civilian Employed, 16 Years and Over	21,767	-	2,730,721
Male ¹	11,296	51.90%	51.84%
Management, Professional, and Related Occupations ²	3,385	29.97%	35.18%
Service Occupations ²	1,262	11.17%	11.82%
Sales and Office Occupations ²	1,797	15.91%	18.10%
Farming, Fishing, and Forestry Occupations ²	359	3.18%	1.11%
Construction, Extraction, Maintenance, and Repair Occupations ²	1,096	9.70%	8.87%
Production, Transportation, and Material Moving Occupations ²	2,752	24.36%	19.27%
Female ¹	10,471	48.10%	48.16%
Management, Professional, and Related Occupations ²	3,831	36.59%	40.63%
Service Occupations ²	2,700	25.79%	20.18%
Sales and Office Occupations ²	2,901	27.71%	31.93%
Farming, Fishing, and Forestry Occupations ²	156	1.49%	0.30%
Construction, Extraction, Maintenance, and Repair Occupations ²	7	0.07%	0.31%
Production, Transportation, and Material Moving Occupations ²	869	8.30%	6.40%

¹ Percentage of the civilian employed, 16 years and over.

² Percentage of the civilian employed, 16 years and over for the gender.

Industry	Kandiyohi County	% Minnesota	U.S.
Civilian Employed, 16 Years and Over	21,767	100%	2,730,721 141,833,331
Agriculture, Forestry, Fishing, Hunting, Mining	1,321	6.07%	2.38%
Construction	1,372	6.30%	6.12%
Manufacturing	2,939	13.50%	14.07%
Wholesale Trade	742	3.41%	3.20%
Retail Trade	2,792	12.83%	11.53%
Transportation, Warehousing, Utilities	959	4.41%	4.55%
Information	382	1.75%	2.17%
Finance, Insurance, Real Estate, Rental, Leasing	855	3.93%	7.38%
Professional, Scientific, Management, Administrative, Waste Management Services	1,125	5.17%	9.31%
Educational Services, Health Care, Social Assistance	6,024	27.67%	23.57%
Arts, Entertainment, Recreation, Accommodation, Food Services	1,553	7.13%	7.98%
Public Administration	781	3.59%	3.33%
Other Services, Except Public Administration	922	4.24%	4.39%

*Based on 2006-2010 data.

Poverty Level

	Kandiyohi County	% Minnesota	U.S.
Population in Poverty	4,920 12.09%	10.59%	13.82%
Family in Poverty	919 7.89%	6.83%	10.08%

*Based on 2006-2010 data.

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FY 2012 Income Limits Documentation System

FY 2012 Income Limits Summary

FY 2012 Very Low-Income (50%) Limit (VLIL)									
Minnesota									
Income Limit Information	Median Family Income	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
FY 2012 VLIL	\$73,900	\$25,850	\$29,550	\$33,250	\$36,950	\$39,900	\$42,850	\$45,800	\$48,750

FY 2012 Extremely Low-Income (30%) Limit (ELIL)									
Minnesota									
Income Limit Information	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person	
FY 2012 ELIL	\$15,500	\$17,750	\$19,950	\$22,150	\$23,950	\$25,700	\$27,500	\$29,250	

FY 2012 Low-Income (80%) Limit (LIL)									
Minnesota									
Income Limit Information	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person	
FY 2012 LIL	\$41,400	\$47,300	\$53,200	\$59,100	\$63,850	\$68,600	\$73,300	\$78,050	

Data file last updated Tue., Dec 13, 2011.

[[Update URL For bookmarking or E-Mailing](#)]

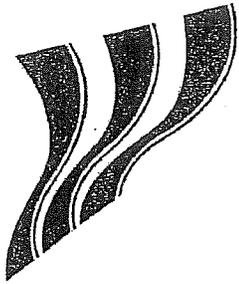
Press below to select a different state

[[Select a new state](#)]

or

Select a FY 2012 HUD Metropolitan Fair Market Rent Area's Income Limits:

Abilene, TX MSA ▼



**CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION**

Agenda Item Number: _____

Meeting Date: June 25, 2012

Attachments: Yes No

CITY COUNCIL ACTION

Date: July 2, 2012

- | | |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other | |

Originating Department: Public Works

Action Requested: Reallocate Funds – Public Works 2012 Capital Improvements

Guiding Principle: C.I.P. Amendment

Introduction: Request to reallocate funds in the Public Works Capital Outlay Program.

Background/Justification: Staff would also ask that \$3,674.53 of the unused funds from the purchase of the Front End Loader be used to fund the additional costs of a utility tractor. The 2012 Capital Outlay Program included \$74,781.00 for the replacement tractor. Staff would like to purchase the tractor under a National Joint Powers Alliance Contract for \$76,008.09 and a bucket attachment at \$2,447.44 from Haug Implement for a total of \$78,455.53.

Fiscal Impact: \$3,674.53

Alternatives: N/A

Staff Recommendation: Adopt a resolution reallocating money toward the purchase of a Utility Tractor.

Reviewed by: Holly Wilson, Public Works Director

Preparer: Janell Sommers, Public Works Secretary

Signature:

Comments:

PUBLIC WORKS/SAFETY COMMITTEE REPORT 12-07
CITY OF WILLMAR
TUESDAY, JUNE 26, 2012

A meeting of the Public Works/Safety Committee was called to order at 4:45 p.m. on Tuesday, June 26, 2012, by Chairman Doug Reese at the City Office Building. Members present were: Council Members Ron Christianson, Bruce DeBlieck, and Dennis Anderson (substituting for Rick Fagerlie). Also present were: Holly Wilson, Public Works Director; Dave Wyffels, Police Chief; and Terrah Biegert, Recording Secretary.

1. CONSIDERATION OF QUOTES FOR REPLACEMENT OF TWO LIFT STATION PUMPS:

Staff presented three quotes received for the replacement of two lift stations in Welshire Addition. The pumps are 31 years of age and are continually plugging requiring more staff time. This in turn is a safety issue for staff entering the lift station (confined space) more often and pulling the pumps. It is staff's recommendation to replace the two pumps by using the low quote of Electric Pump. The work can be funded from line item 46 designated to sump pump inspections. After some discussion, a motion was made by Council Member Christianson, seconded by Council Member DeBlieck and passed for the following

RECOMMENDATION:

Accept the quote of Electric Pump in the amount of \$23,695.00 plus tax and authorize the Mayor and City Administrator to sign on behalf of the City.
(Resolution)

2. CONSIDERATION OF BIDS - PROJECT NO. 1202:

The City received four bids for Project No. 1202, which is the relocation of the 16" water main near the Minnesota Department of Transportation facility. The project is a directional bore of a 16-inch line and will be funded by Willmar Municipal Utilities. The low bid received was that of Ellingson Drainage, Inc. of West Concord, MN in the amount of \$124,740.00. A motion was made by Council Member Christianson, seconded by Council Member Anderson, and passed for the following

RECOMMENDATION:

Accept the low bid of Ellingson Drainage, Inc. in the amount of \$124,740.00 and authorize the Mayor and City Administrator to sign on behalf of the City.
(Resolution)

3. CONSIDERATION OF AGREEMENT WITH BNSF RAILWAY COMPANY::

Public Works Director Wilson presented an agreement between the City, BNSF Railway Company and the Commissioner of Transportation for the Trott Avenue West railroad crossing. The improvements consist of the installation of flashing light signals with gates, one cantilever, constant warning circuitry and LED lenses per a MnDOT safety audit, to be maintained and operated by BNSF Railway. Installation is proposed to take place in 2013. The project will be funded 90% by state funds reimbursable by federal funds and 10% by the City at an estimated cost of \$258,750.00. The agreement has been forwarded to the City Attorney for review.

A motion was made by Council Member Christianson, seconded by Council Member Anderson, and passed for the following

RECOMMENDATION:

Approve the agreement contingent upon approval of the City Attorney and authorize the Mayor and City Administrator to sign on behalf of the City. (Resolution)

4. STORM WATER TASK FORCE MINUTES AND RECOMMENDATION:

Public Works Director Wilson presented the Storm Water Task Force minutes regarding the Watershed Management Plan. The Watershed Management Plan poses no financial obligation to the City of Willmar and is recommended for adoption by staff and the Storm Water Task Force. After a short discussion, a motion was made by Council Member DeBlicke, seconded by Council Member Christianson, and passed for the following

RECOMMENDATION:

Accept and approve the final Watershed Management Plan. (Resolution)

5. **BRIEF UPDATE ON LED STREET LIGHTING (FOR INFORMATION ONLY):**

Public Works Director Wilson provided an update on LED street lighting. There are currently 3 LED street lights in place for a one-year test period located at: NW 7th St. & Park Ave; Monongalia Ave. between 8th and 9th St; and 23rd St. SE. These are placed in locations where certain members of the public can monitor them and call Willmar Municipal Utilities if problems arise. The LED street lights emit a white light that lasts 20-25 years.

6. **MISCELLANEOUS ITEMS:**

No miscellaneous items were discussed.

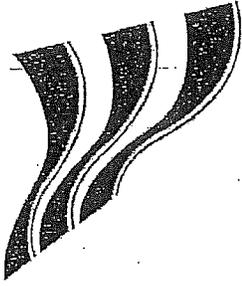
There being no further business to come before the committee, the meeting adjourned at 5:15 p.m.

Respectfully submitted:



Holly Wilson, PE
Public Works Director

Terrah Biegert
Recording Secretary



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

CITY COUNCIL ACTION

Date: July 2, 2012

Agenda Item Number: _____

Meeting Date: June 26, 2012

Attachments: Yes No

- | | |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other | |

Originating Department: Wastewater Treatment

Action Requested: Approval to Proceed with Replacement of Two Lift Station Pumps

Guiding Principle: N/A

Introduction: Staff met in March, 2012 to discuss future collection system projects and needs including the replacement of two Welshire lift station pumps. Three quotes were received for consideration.

Background/Justification: Maintaining the lift stations is crucial to the function of the Wastewater Treatment Facility. The pumps are 31 years of age and are continually plugging requiring more staff time. It is also a safety issue for plant staff because they are entering the lift station (confined space) more often and pulling pumps. Standard operating procedure for pulling pumps at this station requires 2 employees. Since more attention is being spent pulling these pumps, as well as the age of the pumps, staff has determined that new pumps are necessary.

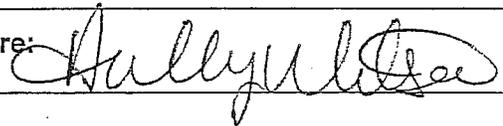
Fiscal Impact: \$23,695.00 plus applicable tax

Alternatives: Allow lift stations to deteriorate with the potential of sewer backups.

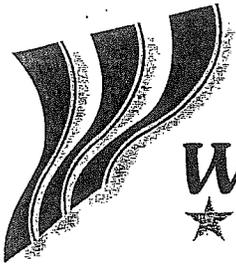
Staff Recommendation: Approve the low quote of Electric Pump and authorize the Mayor and City Administrator to enter into an agreement to complete the work on behalf of the City.

Reviewed by: Holly B. Wilson, P.E. City Engineer/Public Works Director

Preparer: Colleen Thompson, WWTF Supt.

Signature: 

Comments:



WILLMAR

PUBLIC WORKS

TO: Holly Wilson, Public Works Director

FROM: Colleen Thompson, WWTF Superintendent *C.T.*

DATE: May 31, 2012

RE: Welshire Lift Station Pumps

DIRECTOR/CITY ENGINEER
City Office Building
Box 755 320-235-4202
STREET/PARK SUPERINTENDENT
801 W. Hwy. 40 320-235-3827
WASTEWATER TREATMENT
1400 SE 7th St. 320-235-4760
Willmar, Minnesota 56201
Fax 320-235-4917

If you remember, staff met on March 14, 2012 to discuss future collection system projects and needs as well as replacement of pumps in the Welshire lift station. Since then, staff solicited 3 quotes for replacement of the Welshire pumps along with labor to remove the old equipment, install new equipment and cleanup of job-site. The quotes are as follows:

Dakota Pump & Control, Inc	\$28,981.58
Electric Pump	\$23,695.00 (w/o tax)
Quality Flow Systems, Inc	\$29,900 (w/o tax and freight)

The lowest quoted price is from Electric Pump for \$23,695.00. If you estimate tax, total cost could be \$25,007.78 which is still below the two other quotes.

The recommended source of funding is to use money from line item 651.48476.04.46 of the 2012 collection budget. This money was originally designated to be used for sump pump inspections and design of a lift station but the pumps in the Welshire lift station were determined to have higher priority.

Please approve purchasing this equipment from Electric Pump as well as the proposed funding source.

CT/ct

enclosures

*OK HW
6/14/12*



WASTE TREATMENT PLANT FUND

48476-WTP COLLECTIONS-MUNICIPAL (CONTINUED)

	2009 ACTUAL	2010 ACTUAL	2011 BUDGET	2012 PROPOSED	2012 ADOPTED
OTHER CHARGES					
0440 RENTS	---	---	100	100	100
0441 INSURANCES & BONDS	---	---	---	---	---
0442 AWARDS & INDEMNITIES	---	---	---	---	---
0443 SUBSCRIPTIONS & MEMBERSHIP	---	---	---	---	---
0444 INTEREST	---	---	---	---	---
0445 LICENSES & TAXES	---	---	---	---	---
0446 PROFESSIONAL SERVICES	---	---	29,000	56,000	56,000
0447 ADVERTISING	---	---	---	---	---
0449 OTHER CHARGES	---	---	---	---	---
TOTAL	0	0	29,100	56,100	56,100
CAPITAL OUTLAY					
0550 LAND	---	---	---	---	---
0551 BUILDINGS & STRUCTURES	---	---	433,000	---	---
0552 FURNITURE & EQUIPMENT	---	---	---	---	---
0553 MACHINERY & AUTO	---	---	---	---	---
0554 OTHER IMPROVEMENTS	---	---	64,000	50,000	50,000
TOTAL	0	0	497,000	50,000	50,000
DEBT REDEMPTION					
0660 BONDS	---	---	---	---	---
0661 CONTRACTS	---	---	---	---	---
TOTAL	0	0	0	0	0
TRANSFERS OUT					
0701 TRANSFER OUT-GENERAL	---	---	---	---	---
TOTAL	0	0	0	0	0
OTHER DISBURSEMENTS					
0882 REFUNDS & REIMBURSEMENTS	---	---	---	---	---
TOTAL	0	0	0	0	0
DEPT. TOTAL	0	0	594,350	174,850	174,850

WASTE TREATMENT

Expenditure Budget Worksheet

	12-31-2009	12-31-2010	ACTUAL DOLLARS 04-30-2011	BUDGETS REVISED BUDGET	Fixed Charges	Dept. Requests
WTP COLLECTIONS--MUNICIPAL						
OTHER SERVICES						
651.48476.0334	0.00	0.00	0.00	4,000.00	*	4,000
MICH. OF EQUIPMENT						
651.48476.0335	0.00	0.00	0.00	0.00	*	
MICH. OF STRUCTURES						
651.48476.0336	0.00	0.00	0.00	10,000.00	*	10,000 televising/booke
MICH. OF OTHER IMPROVE.						
651.48476.0337	0.00	0.00	0.00	500.00	*	500
SUBSISTENCE OF PERSONS						
651.48476.0338	0.00	0.00	0.00	1,000.00	*	1,000 cleaning lift
CLEANING AND WASTE REMOVAL						
651.48476.0339	0.00	0.00	0.00	0.00	*	hand. charges
OTHER SERVICES						
OTHER SERVICES	0.00	0.00	0.00	42,250.00	0.00	42,775 0.00
TOTAL	0.00	0.00	0.00	100.00	*	100
OTHER CHARGES						
651.48476.0440	0.00	0.00	0.00	0.00	*	
RENTS						
651.48476.0441	0.00	0.00	0.00	0.00	*	
INSURANCES AND BONDS						
651.48476.0442	0.00	0.00	0.00	0.00	*	
AWARDS AND INDEMNITIES						
651.48476.0443	0.00	0.00	0.00	0.00	*	
SUBSCRIPTIONS AND MEMBERSH						
651.48476.0444	0.00	0.00	0.00	0.00	*	
INTEREST						
651.48476.0445	0.00	0.00	0.00	0.00	*	
LICENSES AND TAXES						
651.48476.0446	0.00	0.00	66.00	0.00	*	76,000 *gumpumpint #10,000 *and bus. #16,000
PROFESSIONAL SERVICES						
651.48476.0447	0.00	0.00	0.00	0.00	*	
ADVERTISING						
651.48476.0449	0.00	0.00	0.00	0.00	*	
OTHER CHARGES						
OTHER CHARGES	0.00	0.00	66.00	100.00	0.00	56,100 0.00
TOTAL	0.00	0.00	0.00	0.00	*	
CAPITAL OUTLAY						
651.48476.0550	0.00	0.00	0.00	0.00	*	
LAND						
651.48476.0551	0.00	0.00	0.00	476,000.00	*	4,519,846 *MISCSES #319,918 *MIS #4,198,928
BUILDINGS AND STRUCTURES						
651.48476.0552	0.00	0.00	0.00	0.00	*	
FURNITURE AND EQUIPMENT						
651.48476.0553	0.00	0.00	1,318.18	0.00	*	
MACHINERY AND AUTO						
651.48476.0554	0.00	0.00	0.00	0.00	*	



ELECTRIC PUMP

201 4th Avenue SW
New Prague, MN 56071
800-383-7867

To: City of Willmar

May 29, 2012

Attn: Tom Templer

Ref: Welshire L.S. Retrofit
Flygt Pump & Services Proposal

Scope of Materials & Services

- Two (2) Flygt model NT3102-465MT dry pit submersible pumps. Pumps to be furnished with the following:
- o 3.7hp, 1750RPM, 208/3/60 motor
 - o 4" x 4" suction / discharge elbow
 - o 50' of submersible power cable
 - o MOSF module (pump thermal & moisture protection – to be housed in control panel & wired in by Electric Pump)
- One (1) Lot of fittings to include gate valves, check valves, expansion joints, reducers, flanged fillers, pump adaptors, nuts, bolts and all misc. materials to complete installation of proposed Flygt pumps.
- One (1) Lot of freight and start-up services

Total Delivered Selling Price: \$19,095.00 plus tax

- One (1) Lot of installation service to remove old equipment, install new equipment proposed above along with clean up of job-site.

Sell Price: \$4,600.00

Note the following:

1. City of Willmar to provide vac truck to clean wet-well and by-pass all sewage.

If you have any questions or require additional data please feel free to give me a call to discuss.

Thank You,

Pete Reardon



Dakota Pump & Control, Inc.

1 Cannon St West
Dundas, MN 55019

Phone: (507) 645-8004
Fax: (507) 645-7533

Quote

Date	Quote #
4/30/2012	2874

Quoted To:
Willmar (City of) PO Box 755 Willmar, MN 56201-0755

Unless otherwise noted, this quote does not include freight and/or applicable taxes

Customer Phone	Customer Fax
320-235-4913	320-265-4917

Attn:	Tom Tepler
-------	------------

Project	Rep
PACO Pump Replacement	Jenny

Description	Qty	U/M	Cost	Total
We are pleased to offer this quotation for the replacement of your existing Paco Pumps and valves at your Dry-Pit Lift Station Welshire (#12). You will see we have separated the pumps, valves and installation as requested.				
Two (2) Fairbanks Morse Built Together Dry-Pit Pumps Model 4" B5432, 5HP, 1160RPM, Dynamic Balance, Stainless Steel Impeller Fastener, with 4x6 Suction Elbows and Freight	1		16,540.00	16,540.00
Equipment to Include: (2) 6" Gate Valves, (2) 4" Gate Valves, (2) 4" Rubber Flapper Style Check Valves, Miscellaneous Spools Pieces, Filler Flanges, Bolts, Gaskets, Etc.	1		6,808.00	6,808.00
Lot of Labor to install the above quoted pumps, valves, etc, Mileage, Fuel Surcharge, Per Diem	1		4,028.40	4,028.40

Quote is valid for 30 days. If Accepted; Terms: Net 30 days from time of shipment. 2% Interest per month will be charged after 30 days. To purchase the equipment and/or services on this quote please sign and date in the space provided and return to DPC.	Subtotal	\$27,376.40
	Sales Tax (6.875%)	\$1,605.18
	Total	\$28,981.58

www.dpc.us.com

Customer Signature _____

Quality Flow Systems, Inc.

800 – 6th Street NW
New Prague, MN 56071

PH: 952-758 – 9445
Fax: 952-758-9661

To: City of Willmar

Date 4/23/12

Attn: Tom Templer

From: Jim Pettit

Tom we are pleased to quote you on the remodel of your lift station #12 to include the following equipment and labor.

- 2 KSB Sewatec Model F100-2503E-N pump with mechanical seal, pumping 200GPM@25TDH
- 2 Teco motors 5HP, 1200RPM, 215T Frame, HB0056
- 2 4" check valves
- 1 Lot of pipe, flange sets and fittings
- 1 Lot of installation labor to install pumps and check valves

City is to provide all by pass pumping and upgrading of controls.

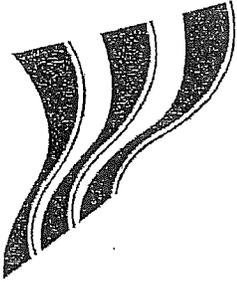
Total price for above equipment and labor.....\$29,900.00 + tax and freight

Delivery is 6 to 8 weeks after receipt of order

If you have any questions or if we can be of further assistance please give us a call.

Thank You,
Quality Flow Systems Inc.

Jim Pettit



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: _____

Meeting Date: June 26, 2012

Attachments: Yes No

CITY COUNCIL ACTION

Date: July 2, 2012

- Approved Denied
 Amended Tabled
 Other

Originating Department: Engineering

Action Requested: Award Bid for Project No. 1202 – Mn/DOT Water Main Relocation

Guiding Principle: The City Engineer hereby submits to the City Council for consideration the tabulation of bids received for Project No. 1202 – Mn/DOT Water Main Relocation.

Introduction: The City Engineer prepared the plans and specifications for the relocation of the water main at the Mn/DOT facility in Willmar. The plans were approved by Mn/DOT and the City Council. Bids were ordered to be opened on June 20, 2012.

Background/Justification: Public Works Director Wilson requested approval of the plans and specifications for Project No. 1202 - relocation of the existing 16" water main near the Minnesota Department of Transportation's facility in Willmar. At the time of the construction of the Willmar High School, the City entered into an agreement with Mn/DOT for installation of the existing water main across their property. The agreement states that should Mn/DOT add on to their facility, the water main would be relocated at the City's expense. The relocation will be a directional bore and is to be funded by Willmar Municipal Utilities in their capital expenditures budget. The plans and specifications were approved and a bid opening date set.

Fiscal Impact: \$124,470.00 - Source of funding for the 2012 Mn/DOT Water Main Relocation Project includes monies from the Willmar Municipal Utilities.

Alternatives: N/A

Staff Recommendation: Accept the low bid of Ellingson Companies of West Concord, MN in the amount of \$124,740.00 and authorize the Mayor and City Administrator to enter into an agreement on behalf of the City.

Reviewed by: Holly Wilson, Public Works Director

Preparer: Janell Sommers, Public Works Secretary

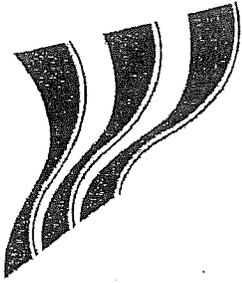
Signature:

Comments:

**1202 BID TABULATION
MnDot Watermain Relocation**

ITEM	UNIT	ESTIMATED QUANTITY	ELLINGSON		MINNCOM UND.G.		GM CONTRACTING		CHAD MONSON	
			PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
2104.501	Remove Concrete Curb/Gutter	60	\$4.75	\$285.00	\$20.00	\$1,200.00	\$4.13	\$247.80	\$10.00	\$600.00
2104.505	Remove Bituminous Pavement	220	\$4.75	\$1,045.00	\$7.50	\$1,650.00	\$2.58	\$567.60	\$5.00	\$1,100.00
2504.603	16" Water Main Open Cut	15	\$96.00	\$1,440.00	\$96.00	\$1,440.00	\$130.50	\$1,957.50	\$200.00	\$3,000.00
2504.603	16" Water Main HDPE Directionally Drilled	720	\$120.00	\$86,400.00	\$117.50	\$84,600.00	\$130.50	\$93,960.00	\$150.00	\$108,000.00
2504.602	F&I 16" Butterfly Valve And Box	2	\$3,500.00	\$7,000.00	\$4,495.00	\$8,990.00	\$4,741.07	\$9,482.14	\$5,000.00	\$10,000.00
2504.602	1" Corporation Stop	1	\$50.00	\$50.00	\$340.00	\$340.00	\$601.57	\$601.57	\$500.00	\$500.00
2504.602	1" Tapping Saddle	1	\$500.00	\$500.00	\$520.00	\$520.00	\$782.50	\$782.50	\$500.00	\$500.00
2504.608	Water Main Fittings	2,000	\$5.65	\$11,300.00	\$7.20	\$14,400.00	\$5.22	\$10,440.00	\$10.00	\$20,000.00
2451.602	Granular Foundation / Bedding	10	\$32.00	\$320.00	\$14.60	\$146.00	\$30.03	\$300.30	\$30.00	\$300.00
2451.602	Rock Stabilization	10	\$40.00	\$400.00	\$26.75	\$267.50	\$30.03	\$300.30	\$50.00	\$500.00
2211.501	F&I Aggregate Base (Class 5)	145	\$16.00	\$2,320.00	\$21.60	\$3,132.00	\$15.50	\$2,247.50	\$9.90	\$1,435.50
2360.501	Type SP 12.5 Wearing Course Mixture (B)	30	\$160.00	\$4,800.00	\$131.00	\$3,930.00	\$155.02	\$4,650.60	\$118.70	\$3,561.00
2360.502	Type SP 12.5 Non Wearing Course Mixture (B)	45	\$160.00	\$7,200.00	\$130.00	\$5,850.00	\$155.02	\$6,975.90	\$117.55	\$5,289.75
2357.502	Bituminous Material For Tack	30	\$4.00	\$120.00	\$5.00	\$150.00	\$3.88	\$116.40	\$4.50	\$135.00
2531.501	Concrete Curb and Gutter, Design B624	60	\$26.00	\$1,560.00	\$60.00	\$3,600.00	\$25.84	\$1,550.40	\$33.00	\$1,980.00
		TOTAL		\$124,740.00		\$130,215.50		\$134,180.51		\$156,901.25

eng. est. \$ 119,705.00



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: _____

Meeting Date: June 26, 2012

Attachments: Yes No

CITY COUNCIL ACTION

Date: July 2, 2012

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: Engineering

Action Requested: Approve Agreement for Installation of Railroad Crossing Signals

Guiding Principle: N/A

Introduction: The City is in the process of improving several railroad crossings. Entering into agreements with the BNSF Railway and the State of Minnesota is required in order to proceed with the improvements.

Background/Justification: The City Council has directed staff to proceed with the installation of improvements at railroad crossings within the City in order to create "quiet zones." The Trott Avenue SW crossing is the first of such to be constructed and is scheduled for improvements in 2013. In order to proceed with the work and receive funding, an agreement is necessary. Staff has provided a copy to the City Attorney for review and comment.

Fiscal Impact: \$28,500.00

Alternatives: The crossings remain "as is."

Staff Recommendation: Approve the agreement contingent upon approval of the City Attorney and authorize the Mayor and City Administrator to sign on behalf of the City.

Reviewed by: Holly B. Wilson, P.E. City Engineer/Public Works Director

Preparer: Janell Sommers, Public Works Secretary

Signature:

Comments:

AGREEMENT	95428
USDOTNO	067709F (F-0922)
DATED	6/6/2012
S.P.	34-00124
MINN. PROJ.	RRS 3413 (023)
FUNDS	Federal and City
Railroad Crossing Signals	
Trott Ave. SW (MSAS 104), Willmar, Kandiyohi Co, MN	
BNSF Railway Company	

THIS AGREEMENT, made and entered into by and between the CITY OF WILLMAR, (Local Agency), BNSF RAILWAY COMPANY, (Company) and the STATE OF MINNESOTA through its COMMISSIONER OF TRANSPORTATION, (State):

RECITALS:

1. Trott Ave. SW (MSAS 104), as now established, crosses the track of the Company at grade in Willmar, Kandiyohi County, MN, the location of the crossing and railway track shown on the attached print, marked Exhibit "B"; and
2. The Local Agency, Company and the State desire that said grade crossing be provided with new railroad flashing light signals with gates, one cantilever, constant warning circuitry and LED lenses, and the Company is willing to install, maintain and operate such signals upon the terms and conditions.
3. The Federal Highway Administration, when acting in cooperation with the State of Minnesota, is authorized by Section 130 of Title 23 of the United States Code to make Federal Aid available for the purpose of eliminating hazards at railroad grade crossings within the State of Minnesota.
4. The State, pursuant to Minnesota Statute Section 161.36, is authorized to cooperate with the United States Government in contracting for the construction, improvement and maintenance of roads and bridges not included in the trunk highway system which are financed in whole or in part by federal monies.

5. The State, pursuant to Minnesota Statute Section 219.26, has reviewed the proposed selection of warning devices for the railroad grade crossing and has determined that the proposed selection is appropriate for said crossing.

CONTRACT:

1. EXHIBITS

1.1 The State of Minnesota, Department of Transportation, "Standard Clauses for Railroad- Highway Agreements", is attached hereto as Exhibit "A", and hereinafter referred to as "Standard Clauses". Except as hereinafter expressly modified, all of the terms and conditions set forth in the "Standard Clauses" are hereby incorporated by reference and made a part of this agreement with the same force and effect as though fully set forth therein.

1.2 Exhibit "B", the location print; and Exhibit "C", the detailed cost estimate, are attached hereto and made a part of this agreement.

2. WORK PERFORMANCE AND TIME SCHEDULE

2.1. The Company will furnish all material for and with its regularly employed forces install a complete railroad crossing signal system with flashing light signals, gates, one cantilever, constant warning circuitry and LED lenses on Trott Ave. SW (MSAS 104), at the location indicated on Exhibit "B". The placement of the signals must be in accordance with Part VIII of the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). The Company's detailed plans and specifications for the work to be done must be submitted to and approved by the State, prior to starting work.

2.2. This Agreement is effective upon the date the State obtains all signatures as required by Minnesota Statutes Section 16C.05, Subdivision 2. Work by the Company shall be completed within 18 months after the date the Company is authorized to begin work. If the Company determines it is not possible to complete the work within the period herein specified, it shall make a written request to the State for an extension of time for completion, setting forth therein the reason for such extension.

2.3. The Daily Utility Report provided for in Article 7a of the Standard Clauses, will not be required if the construction work is expected to last 10 working days or less.

3. COST ESTIMATE

3.1. The actual costs of the project, including preliminary engineering costs, will be financed with Federal Funds and Local Agency Funds. The State and Local Agency will pay the Company as provided herein for only such items of work and expense as are proper and eligible for payment. Only materials actually incorporated into the project will be eligible for reimbursement.

3.2. The State's portion (reimbursable with Federal Funds) and the Local Agency's portion will be paid to the Company in accordance with Article 8 of the Standard Clauses, Exhibit "A".

3.3. It is understood that the following estimate is for informational purposes only. The estimated cost of the work to be done by the Company hereunder with its own equipment and regularly employed forces and in accordance with the Company's agreements with such regularly employed forces is as follows and in further accordance with the detailed estimate, Exhibit "C".

Estimated Cost of Signals

90% State Funds (reimbursable with federal funds)	\$232,875.00
10% Local Agency Funds	\$25,875.00
<hr/> Total Estimated Cost	<hr/> \$258,750.00

3.4. In the event it is found that the cost of the work will exceed the Total Estimated Cost, but will be less the Total Estimated Cost plus 20%, then an increase in eligible reimbursement will be allowed without an amendment to this agreement and in accordance with Article 12 of the Standard Clauses, Exhibit "A".

3.5. The State and the Local Agency's total financial obligation shall not increase beyond the Total Estimated Cost plus 20%, without the State's approval and the encumbrance of additional funds. Any work which will result in costs exceeding 20% of the Total Estimated Cost will require an amendment to this agreement and prior approval of the State before the work is performed.

4. WORK CHANGES

4.1. In the event it is determined that a change from the statement of work to be performed

by the Company, as outlined in the detailed estimate, Exhibit "C", is required, it shall be authorized only by an amendment to this agreement executed prior to the performance of the work involved in the change.

5. MAINTENANCE

5.1. The grade crossing signal system provided for in this agreement shall be maintained and operated by the Company upon completion of its installation. The obligation to maintain said signal system shall continue in accordance with the law of the State as it shall be from time to time in the future.

6. FUTURE REMOVAL

6.1. The signal system provided for in this Agreement is the property of the State and must not be removed unless there has been a determination by the State that the signal system is no longer required at this location. If the signal system is to be removed, the Company must notify the State of its pending removal. Upon request of the State, the Company will reinstall the signal system at some other crossing within the State on the Company's tracks or return the signal system to a location designated by the State. The location and division of cost of such relocation will be agreed upon between the Company and the State prior to such removal.

6.2. If railway improvements necessitate a rearrangement of the signal system at this crossing, the Company will bear the entire cost of the modification without contribution from the State.

6.3. If highway improvements necessitate a modification of the signal system at this crossing, the Local Agency and Company will negotiate a separate agreement whereby the Local Agency will pay the cost of such modification.

7. DETOURS AND WORK ZONE TRAFFIC CONTROL

7.1. If there is a need for a road detour in connection with the installation of said signal system, it shall be the Local Agency's responsibility to set up the road detour and detour signing. It is understood that the Company shall coordinate any necessary road detour with the Local Agency prior to the starting date. The Local Agency shall bear all costs involved in setting up the road detour and detour signing.

AGREEMENT NO. 95428

7.2. If a road detour is not feasible, the Local Agency shall furnish, erect and maintain all necessary traffic control devices required to provide safe movement of vehicular traffic through the project area during the entire period from the beginning of construction to the final completion thereof. Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flagmen as required and sufficient barricade weights to maintain barricade stability. The Local Agency shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed or otherwise fail to stabilize the barricades.

8. SIGNING AND PAVEMENT MARKINGS

8.1. Subsequent to the installation of said signal system, the Local Agency agrees to install or have installed, as may be needed, appropriate advance warning signs, other supplemental signs and pavement markings and remove signs that are no longer needed, in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). The Local Agency agrees to install said signs using retroreflective sheeting types and qualified products used for permanent signs, markers and delineators, Type IX or better found at <http://www.dot.state.mn.us/products/signing/sheeting.html>.

9. APPROACH WORK AND SIDEWALKS

9.1. The Local Agency shall be responsible for adjusting any roadway, sidewalk or bike trail surface to accommodate the installation of the new railroad crossing signals all at the expense of the Local Agency unless otherwise negotiated and described in this agreement.

10. ASSIGNMENT OF RECEIVABLES

10.1. Any party to this agreement may assign any receivables due them under this agreement, provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this agreement.

BNSF RAILWAY COMPANY:

By: _____ Title: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed.

CITY OF WILLMAR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

STATE OF MINNESOTA:

COMMISSIONER OF TRANSPORTATION

By: _____

Dated: _____

Manager, Railroad Administration Section

STATE ENCUMBRANCE VERIFICATION

individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Signed: _____ Dated: _____ SWIFT: _____

APPROVED:
DEPARTMENT OF ADMINISTRATION

By: _____

Dated: _____

Authorized Signature

RESOLUTION

BE IT RESOLVED, that the City of Willmar enter into an agreement with the BNSF Railway Company and the Commissioner of Transportation for the installation and maintenance of railroad crossing signals at the intersection of Trott Ave SW (MSAS 104) with the tracks of the BNSF Railway Company in Willmar, Kandiyohi County, Minnesota, and appointing the Commissioner of Transportation agent for the City to supervise said project and administer available Federal Funds in accordance with Minnesota Statute, Section 161.36. The City's share of the cost shall be 10 percent of the total signal cost.

BE IT FURTHER RESOLVED, that the _____ and _____
(Title) (Title)
be and they are hereby authorized to execute said agreement and any amendments thereto for and on behalf of the City.

Dated this _____ day of _____, 201____.

STATE OF MINNESOTA)
)ss CERTIFICATION
CITY OF WILLMAR)

I hereby certify that the foregoing Resolution is a true and correct copy of a Resolution presented to and adopted by the City Council of the City of Willmar at a duly authorized meeting thereof held in the City Hall at Willmar, Minnesota, on the _____ day of _____, 201____, as disclosed by the records of said City Council in my possession.

By: _____

Title: _____

EXHIBIT "A"

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD CLAUSES
FOR
RAILROAD-HIGHWAY AGREEMENTS
April 11, 2008

1. EFFECTIVE DATE

This Agreement will become effective upon the date State obtains all signatures required by Minnesota Statutes Section 16C.05 (Subd. 2).

2. CANCELLATION

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Company. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Company will be entitled to payment, determined on a pro rata basis for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Company notice of the lack of funding within a reasonable time of the State's receiving that notice.

3. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

4. COMMISSIONER'S OFFICIAL CAPACITY

The Commissioner of Transportation of the State of Minnesota is acting in an official capacity only and is not personally responsible or liable to the Company or to any person or persons whomsoever for any claims, damages, actions, or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance or completion of the project.

5. DATA DISCLOSURE

Under Minnesota Statutes Section 270C.65, and other applicable law, the Company consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Company to file state tax returns and pay delinquent state tax liabilities, if any.

6. ELIGIBILITY OF COSTS

The provisions contained in Federal-Aid Policy Guide, Chapter 1, Subchapter G, Part 646, Subpart B and Chapter 1, Subchapter B, Part 140, Subpart I, apply to railway-highway project, regardless of the method of financing the project.

7. WORK REPORTS

The Company will furnish the State's Engineer in charge of the project:

- a. "Form 21191, Minnesota Department of Transportation, Daily Utility Report", or equivalent approved by the State's engineer showing the number of people on payroll, classification, and total hours worked, and equipment used, at a time mutually agreed upon by the Company and the State.
- b. Full detailed information as to progress of work and amount of labor and material used as of the time of request.

The Company will, make other reports, keep other records and perform other work in such manner a time as may be necessary to enable State to collect and obtain available federal aid.

8. REIMBURSEMENT

The State will reimburse the Company for actual expenses incurred performing the work set forth in this Agreement. Payments will be made in accordance with the following:

- a. State will make payments in accordance with Minnesota Statutes §16A.124.
- b. Invoices for labor and materials ("partial invoices") may be submitted on a periodic basis during the term of the project, but not more frequently than once per month. These valid partial invoices will be paid 30 days from the date they are received by the Office of Freight and Commercial Vehicle Operations, Railroad Administration Section.
- c. Partial invoices that are not approved due to disputed items will be returned to the Company with a request for an explanation for any disputed items. If the dispute is resolved, the State shall pay the Company within 30 days of receiving a corrected invoice. The State may pay the non-disputed portion of any disputed invoice.
- d. Final invoices must be submitted within 120 days of the completion of the reimbursable railroad work. Invoices submitted after this date, and less than one (1) year after the last activity on the project will not be paid, unless good cause is shown for the delay in the submission of the invoice. In accordance with federal regulations, 23 CFR 140.922, any final invoice received more than one (1) year after the last reimbursable railroad work will not be paid.
- e. Partial invoices must be based on actual (not estimated) costs incurred. Partial invoices need not be itemized, but State must be able to substantiate costs by checking the Company's records. The final invoice will be a detailed, itemized statement of all items of work performed by the Company, as shown in the appropriate exhibit or exhibits attached to this Agreement, and shall be marked "Final Invoice".
- f. Payment of the final invoice will be made after State inspects and approves the work. All work will be inspected within 120 days from receipt of the final invoice. Subsequently, the final invoice will be forwarded for audit by the State, in accordance with the requirements of state and federal laws and regulation. The Company will keep account of its work in such a way that accounts may be readily audited. In the event that any amount previously paid to the company is in excess of the actual cost determined by audit, the Company, upon notice from the State, will

within 30 days pay to the State the difference. Conversely, in the event that any amount previously paid to the Company is less than the actual costs determined by audit, the State shall pay the actual costs due within 30 days of the determination of the actual costs of the work.

g. All invoices shall be addressed as follows:

Mn/DOT Office of Freight and Commercial Vehicle Operations
M.S. 470, Rail Administration Section
395 John Ireland Boulevard
St. Paul, MN 55155-1899

9. WORKERS' COMPENSATION

The Company certifies that it is in compliance with workers' compensation insurance coverage required by Minnesota Law, or Federal Law if the Company is subject to Federal Law which preempts the Minnesota Law. The Company will require its contractors to present proof of coverage under the Minnesota Workers Compensation Act. The Company's employees and agents will not be considered State employees. Any claims arising under workers compensation laws and any claims made by a third party as a consequence of the acts or omissions of the Company, its agents, employees or contractors are in no way the responsibility of the State.

10. COST-SHARING

If the cost of a project is being shared by the State and other parties, each party should receive a bill setting forth its proportional share of the costs whenever a project billing is submitted.

11. INSPECTION, STANDARDS OF PERFORMANCE

The Company and/or Local Agency will permit the State to inspect and approve the work performed under this Agreement during the regular working hours of the Company without prior notice. The State may refuse to approve any and all work performed under this Agreement for failure to comply with applicable standards for work of that type. If the State fails to approve the work performed under this Agreement, the State may refuse to make any further payments under this Agreement until the work at issue is performed in accordance with acceptable standards for work of this type and said work is approved by the State.

The Company and/or Local Agency warrants that it will perform all work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the State may immediately suspend further payments under this Agreement and the Company must repay all funds expended on unsatisfactory work.

12. OVERRUN OF ESTIMATED COSTS WITH NO WORK CHANGES

If it appears to the Company, at any time subsequent to the date of this Agreement and prior to the final completion of such work, that the actual cost of the project will exceed the estimated cost, the Company must send written request for approval to the State. The request will explain the reasons for the additional costs and the amount of the costs. If State approves such request, State will encumber additional funds and then issue a notice to proceed. Any additional expenses incurred by the Company prior to receiving notice to proceed may not be reimbursed by State. State's maximum obligation under this Agreement will not exceed 120% of the estimated cost, except by a fully-executed amendment to this Agreement.

13. STATE AUDITS

Under Minnesota Statutes Section 16.C.05, subd. 5, the Company's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after an appropriate State official certifies the Company's completion of the construction required under this Agreement.

14. NONDISCRIMINATION

If the Company enters into a contract with a contractor, to perform all or any portion of the Company's work set forth in this Agreement, the Company for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all of the nondiscrimination provisions in this Agreement and as set forth in "Appendix A" attached hereto and made a part hereof.

15. DISADVANTAGED BUSINESS ENTERPRISE

The disadvantaged business enterprise requirements of 49 CFR 26, apply to this Agreement. The Company will insure that disadvantaged business enterprises as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts, financed in whole or in part with federal funds. In this regard, the Company will take all necessary and reasonable steps in accordance with 49 CFR 26, to insure that disadvantaged business enterprises have the maximum opportunity to compete for and perform any contracts awarded under this Agreement. The Company shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts under this Agreement. Failure to carry out the above requirements constitutes breach of this Agreement, and may result in termination of the Agreement by the State, and possible debarment from performing other contractual services with the Federal Department of Transportation.

16. AMENDMENTS, WAIVER, MERGER, AND COUNTERPARTS

Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a party to enforce any provision of this Agreement will not constitute or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and agreements between the Company and the State. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind either or both of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

APPENDIX A

Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The Contractor will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligation under this contract and the Regulations relative to discrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for noncompliance:** In the event of contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FOOT

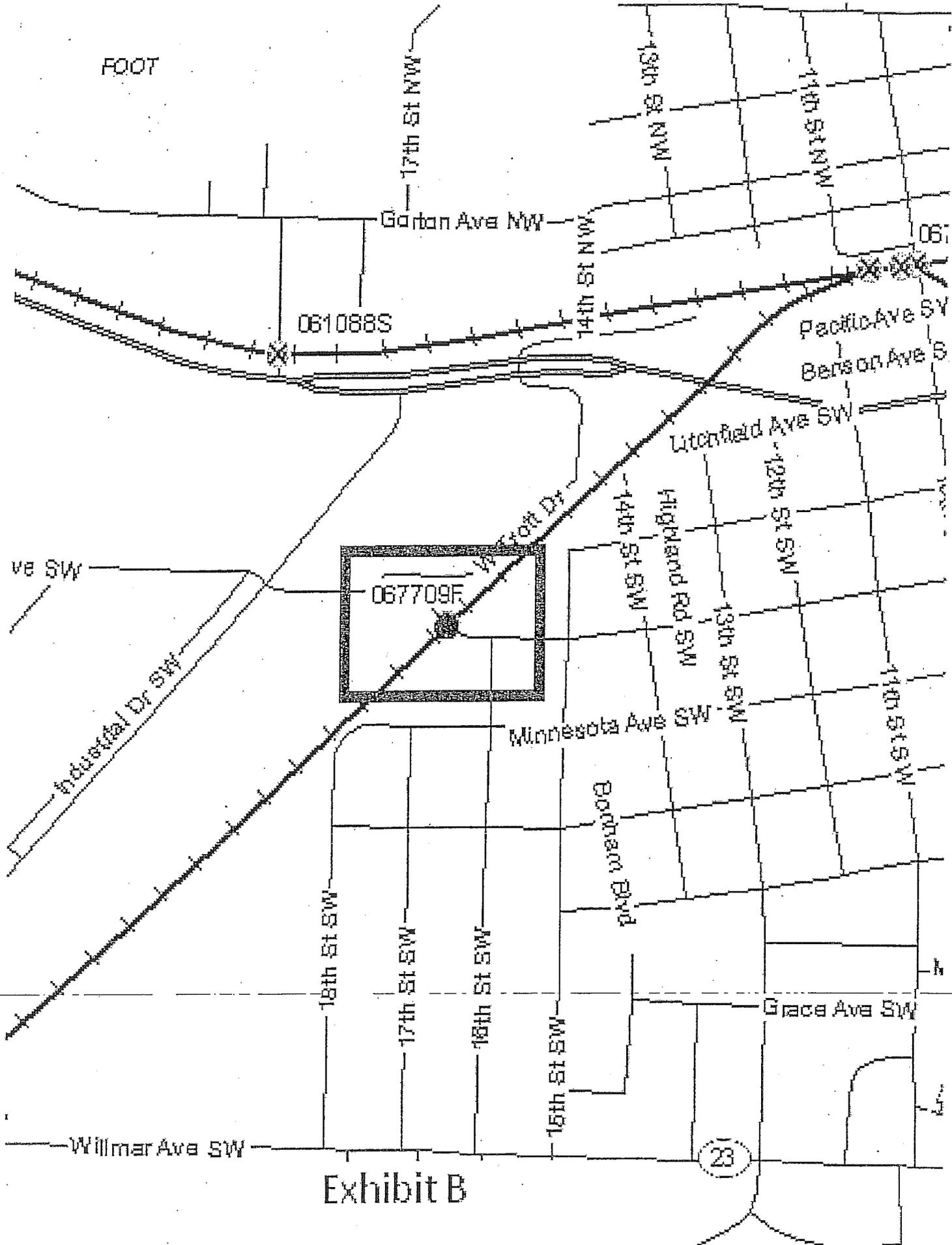
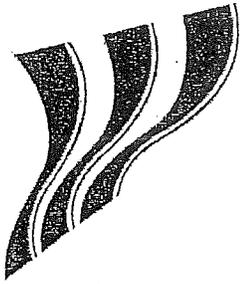


Exhibit B

CONCRETE/FOUNDATION CANT.	1.0 EA N	1,500	
CONTRACT ENGR.	1.0 EA N	6,000	
DIRECTIONAL BORE	1.0 LS N	7,500	
FILL DIRT	300.0 CY N	7,800	
SURFACE ROCK	50.0 CV N	1,250	
		<hr/>	
TOTAL OTHER ITEMS COST		28,750	28,750
PROJECT SUBTOTAL			232,899
CONTINGENCIES			23,289
BILL PREPARATION FEE			2,562
			<hr/>
GROSS PROJECT COST			258,750
LESS COST PAID BY BNSF			0
			<hr/>
TOTAL BILLABLE COST			258,750



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: _____

Meeting Date: June 26, 2012

Attachments: Yes No

CITY COUNCIL ACTION

Date: July 2, 2012

- Approved Denied
 Amended Tabled
 Other

Originating Department: Public Works

Action Requested: Consideration of Water Management Plan

Guiding Principle: Barr Engineering hereby submits to the City Council the final Water Management Plan for the City of Willmar.

Introduction: The City Council entered into an agreement with Barr Engineering to provide engineering services for updating the City's Water Management Plan and Hydrologic/Hydraulic Modeling to reflect current conditions. Barr presented their findings to the City Council on May 7, 2012.

Background/Justification: In September of 2009 the City retained Barr Engineering to prepare Phase I of updating the City's Water Management Plan, performing water quality and water quantity modeling. In January of 2010 the City further requested Barr begin Phases II and III of the proposed work and entered into an agreement for the additional tasks.

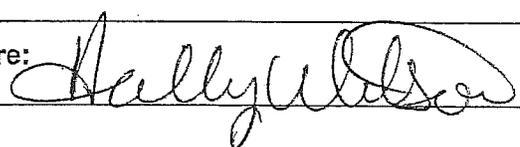
Fiscal Impact: N/A

Alternatives: N/A

Staff Recommendation: Accept and Approve the Water Management Plan

Reviewed by: Holly Wilson, Public Works Director

Preparer: Janell Sommers, Public Works Secretary

Signature: 

Comments:

Storm Water Task Force Meeting June 20th 2012 6:30 p.m. held at Northern Factory Sales Conference Room

Member Present: Bruce Johns, Joe Ridler, Marv Gieseke, Vera Novak, Laura Becker

Absent Members: Doug Hanson, Dave Schmidt

Holly Wilson, City Engineer was not present as she has conflicts with her schedule and felt we could meet without her present.

Updated phone numbers:

Bruce: 235-6985

Joe: 894-8802

Vera: 894-1386

Marv 231-1442

Laura: 222-6789

Need Doug and Dave's numbers

Agenda: Review the City of Willmar Draft Watershed Management Plan, May 2012, Prepared by Barr Engineering

SWTF spent about 3 hours discussing the Watershed Management Plan that was presented to the City by Barr Engineering.

Discussed Section 2.0 Goals and Policies

2.1 One acre rule needs to be revised, make requirements smaller so that one tablespoon of change is equally replaced by one tablespoon on storm water retention.

2.2.2 Policies

SWTF felt Barr Engineering has a good grasp of what is happening in the City.

Discussed these items:

1. The city may modify its review, permitting, and enforcement processes for construction activities within its jurisdiction as necessary to insure that water quality requirements are met.
8. The city will assist the efforts of Kandiyohi County, the MPCA, or other entities in their performance of water quality monitoring in the city.
14. The city will consider innovative methods for water quality treatment.
18. ~~The city will design storm water facility inlets to minimize debris from entering the conveyance system and~~ impeding the flow path; the city will reduce disposal of debris and other detrimental materials into the storm water system through public education. (SWTF wondering where the educational signs are on the rain gardens ..fairgrounds, High School, east side pond and Ella Ave)

2.4 Wetlands

2.4.2 Policies

5. The City seeks to achieve no net loss of wetland quantity, quality, and biological diversity. Unavoidable wetland alterations must be mitigated in conformance with WCA requirements. (No loss of wetlands)

6. The city will work to protect wetlands from chemical, physical, biological, or hydrologic changes so as to prevent significant adverse impacts to the following designated wetland functions: maintaining biological diversity, preserving wildlife habitat, providing recreational opportunities, erosion control, groundwater recharge, low flow augmentation, storm water retention, creek sedimentation, and aesthetic enjoyment, as specified in Minnesota Rules 7050. (Burlington Northern cleaning up discharge down Hawk Creek)

7.4 Funding of Implementation Program

SWTF discussed that there are 20 locations identified where there are flooding issues, do we really need another costly study to figure out what we need to do if we have the money.

SWTF questions funds that have been used out of the Storm Water Utility fee fund.

SWTF would like to see accountability as to where the Utility fee dollars have been spent – how has this money been used for the recommended improvement listed in this report.

SWTF would like to work with the City Staff to set up priorities for future projects as listed in the 7.4 table.

Could the SWTF have a City Council liaison and possible new members added.

The SWTF is recommending that the City of Willmar Draft Watershed Management Plan prepared by Barr Engineering May 2012 be adopted. All members voted in favor of this being used.

Sending copy of this report to all Council members and the Mayor

**COMMUNITY DEVELOPMENT COMMITTEE
CITY OF WILLMAR, MINNESOTA
THURSDAY, JUNE 28, 2012**

MINUTES

The Community Development Committee of the Willmar City Council met on Thursday, June 28, 2012, in Conference Room No.1 at the City Office Building. Chair Dokken called the meeting to order at 4:45pm.

Present:

Jim Dokken	Chair
Steve Ahmann	Council Member
Ron Christianson	Council Member
Dennis Anderson	Council Member
Bruce Peterson	Director of Planning and Development Services

Others present: Laura Becker

1. PUBLIC COMMENTS (FOR INFORMATION ONLY)

Laura Becker inquired about the occupancy status of the new mosque at the former Lafayette School. She also asked about the installation of the required sprinkler system. Staff responded that the mosque had not been approved for permanent occupancy as the sprinkler system was yet to be installed.

2. ANIMAL ORDINANCE (MOTION)

Staff presented background information and proposed language for a new animal ordinance (see Attachment A). Committee discussion centered around the number of birds to be allowed in residential districts and the setback requirements for animal enclosures. It was recommended that the side setback be adjusted to a minimum of 10' to be consistent with the 10' rear setback requirement.

Following discussion a motion was made by Council member Ahmann, seconded by Council member Christianson, and passed for the following:

RECOMMENDATION: That the proposed ordinance parameters be approved with the side setback adjusted to 10', and that the City Attorney be directed to prepare an ordinance for public hearing.

3. RENTAL HOUSING INSPECTION SCHEDULE (FOR INFORMATION ONLY)

The Committee reviewed the inspection plan for the City's rental housing inspection program (see Attachment B). It was noted that registration terms for the program had been adjusted a number of times. The Willmar registration and inspection schedule was compared to the process utilized in East Grand Forks. East Grand Forks allows their inspector to waive an annual inspection if the previous inspection yielded no corrections, although the fees are collected annually. It was determined that the Willmar program had no need for a waiver provision due to the fact that units

are licensed for a longer period of time. Staff recommended keeping the City of Willmar rental housing registration and inspection schedule as it currently is, but that the Council consider adjusting registration fees as they continue through the budget process.

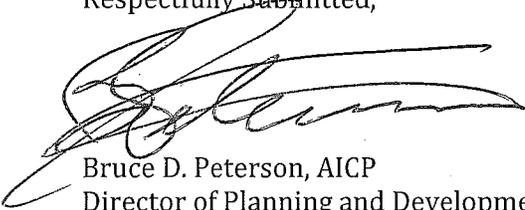
4. MISCELLANY (FOR INFORMATION ONLY)

Chair Dokken asked what the next steps were for the City relative to the Lakeland Hotel project. Staff offered the opinion that there were no further steps for the City to take at this time due to the withdrawal of the developer from the project. It was recommended that the City be open to other proposals for the redevelopment of the Lakeland building.

Staff was asked about conditions in the mobile home parks. There are ongoing drainage issues in the west park that the County has issued correction orders for. The owners of the parks are still working to remove as many bad homes as they can, and to consolidate the two parks into one.

5. There being no further business to come before the Committee, the meeting adjourned at 6:00pm.

Respectfully Submitted,



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

Attachment
6-28-12

Current City Ordinance

Sec. 4-1. - Keeping of livestock, fowl or swine.

(a) *Keeping without permit declared nuisance.* The keeping, harboring or permitting of cattle, horses, sheep, goats, fowl or swine in the city without a permit constitutes a public nuisance unless they are to be kept only temporarily in stockyard or farm produce establishment awaiting transportation or slaughter, or for exhibition purposes.

(b) *Permit.* A person desiring to keep cattle, horses, sheep, goats, fowl or swine within the city shall obtain a permit, which shall include such conditions of shelter and maintenance as may be prescribed by the city. If the designated city officer, after viewing the premises and the conditions, approves such permit for the keeping and harboring of animals or fowl within the city, the application for the permit shall be submitted to the city council for its consideration, and the council may either grant or deny such application. If granted, the permit shall permit the keeping and harboring of the animals or fowl within the city only at the pleasure of, in the discretion of, and until the further order of the council.

(Code 1978, ? 1410.02(o))

Sec. 4-2. - Allowing livestock, fowl or swine to run at large.

It shall be unlawful for any owner or any person having the control of any cattle, horses, mules, donkeys, sheep, swine, goats, poultry or geese to allow or permit the same to run at large within the city.

(Code 1978, ? 505.01)

10-Year Permit History

- 2012 - \$110.00 – 4 permits approved / 1 denied.
- 2011 - \$70.00 – 2 permits approved / 1 denied.
- 2010 - \$60.00 – 2 permits approved / 0 denied.
- 2009 - \$25.00 – 2 permits approved / 0 denied.
- 2008 - \$25.00 – 1 permit approved / 1 denied.
- 2007 - \$25.00 – 1 permit approved / 1 denied.
- 2006 - \$45.00 – 1 permit approved / 2 denied. (Denied 2 horses).

- 2005 - \$25.00 – 1 permit approved / 0 denied.
- 2004 - \$30.00 – 2 permits approved / 0 denied.
- 2003 - \$25.00 – 0 permits approved / 1 denied.

Amount of revenue generated in 10 years has been \$440.00 or an average of \$44.00 per year.

16 permits were approved over 10 years, 7 permits were denied.

Permits currently are non-refundable even if not approved. The money is held as the cost for processing the permit. The maximum amount a charged for any permit is \$30.00. Permits cost \$5.00 per animal with a maximum of \$30.00 for each permit if the animal number exceeds six.

Current Ordinance Issues

- Permits are currently being charged on an annual basis which conflicts with the current livestock/swine and fowl ordinance that states; "If granted, the permit shall permit the keeping and harboring of the animals or fowl within the city only at the pleasure of, in the discretion of, and *until the further order of the council.*"
- The ordinance does not define what the "conditions of shelter and maintenance as may be prescribed by the city" are.
- The ordinance is 32 years old, does not address current animal issues, it is outdated and essentially ineffective.
- The ordinance does not address society's current desire to keep animals that either attract attention or are unusual or exotic in nature.
- The ordinance does not address:
 1. What should be done with an animal if one is found to be in violation of the ordinance?
 2. Whether or not the animal should be impounded?
 3. Who is responsible for the impound fees?
 4. Who pays for impound costs if the owner is unknown?
 5. How long an animal should remain impounded?
 6. How the animal should be disposed of?

7. What rights an owner has regarding an impounded animal and the length of time they have to claim the animal while making other living arrangements for it?
- Permits are currently granted or denied based upon how neighbor's feel about the request. This is too subjective and arbitrary. How do you handle it if half the neighbors don't object but the other half do?
 - The language is inconsistent and conflicting in identifying the same types of animals within the various sections of the ordinance.
 - Section 4-1 (a) and (b) both specifically refers to cattle, horses, sheep, goats, fowl and swine.
 - Section 4-2 specifically refers to cattle, horses, mules, donkeys, sheep, swine, goats, poultry or geese. It does not mention fowl which has a different definition of animals than poultry.

Observations Made When Considering Drafting a New Ordinance

- Very few people that have ever applied for a permit over the past 10 years. Denying all livestock, fowl or swine would be the simplest thing to do and would only affect 0.03% of the current residents. The greatest numbers of permits (5) were requested in 2012.
- To handle the issue of those who have already received a permit, the new ordinance could be written to allow citizens who currently have an approved permit to continue under that permit's authority until expiration.
- Loss of a revenue source is not an issue. Only \$440.00 income has been realized in 10 years.
- People like animals, whether for companionship, as pets, pleasure or food sources.
- People dislike animals due to noise, odor, fear of diseases, and the possibility of affecting property values.
- The City now desires that the numbers of animals to be kept to be stated in the ordinance. If the Council wants to allow responsible residents the opportunity to continue raising chickens as demonstrated by their past history, then that number should be set at 50 chickens and 60 pigeons.

Currently the permits the Council has considered for 2012 are:

Granted Permit - Luther Septon keeps at a minimum, 30 chickens and stated it fluctuates throughout the year but often climbs to 50 depending upon whether he has sold some off, slaughtered, etc. recently. This permit has been granted consistently for many years with no

problems.

Granted Permit - Ken Viaene keeps at a minimum 30 pigeons and up to 60 pigeons depending on whether or not he has sold some recently. His pigeon weighs between 8-10 ozs apiece. This permit has been granted consistently with no problems.

Granted Permit -Marsha Hegreberg was allowed to keep four chickens. This is the first year for Ms. Hegreberg requesting a permit.

Granted Permit - Marie Hernandez was allowed to keep ten chickens. This is the first year for Ms. Hernandez requesting a permit. We are now getting complaints of roosters crowing.

Denied Permit - Kari Hodapp was denied her request of three chickens each. The Chief of Police based his denial, not on the number of chickens, nor the neighbor complaints about not liking chickens but instead on the fact that the neighbors reported that the Hodapp's do not control their cats and dogs. This is the first year for Ms. Hodapp requesting a permit.

Denied Permit - Heather King requested to keep 3 chickens. The Chief of Police approved the permit. The Council approved the permit and it was granted by City Office. Later a letter was sent to her from City Office stating it was denied after a single backyard neighbor voiced objection even though both neighbors on the side didn't mind.

Designing a Well Written Ordinance

If all of these things are to be considered then a properly written ordinance:

- Should consider the impact an animal may have on the general population with thought given to the proper housing, care, treatment, odor, noise, and safety of the animal. Additionally, one will have to consider addressing the cost of impounding on violations where the owner of an animal does not come forward or cannot be determined, the length of keeping the animal impounded and the eventual proper disposal.
- A well written ordinance would not allow public opinion to determine whether or not a permit to keep an animal is granted. A recent ordinance passed in New London, MN requires 80% of the neighbors to approve having chickens. What happens if during the year one neighbor that was in favor of allowing chickens moves and new tenants disapprove?

In a situation such as this, you have a person who was approved to raise chickens because the neighbors didn't mind. Then the neighbors changed but the manner in which the chickens are being housed, cared for, etc. did not change. So, you now have a permit system that operates

solely on public approval regardless of whether or not the other criteria is being met or not.

- A well written ordinance should take into consideration the size of the animal being kept. Depending on the size of an animal in the same type species (example: chickens) one could conceivably keep 5 pigeons, or 2 bantam chickens in less space than one large laying hen. It takes between 3-5 square feet to raise a chicken depending on size. Bantam breeds weigh 2 lbs. and under and the suggested space per bird is 2 sq. ft., medium breeds weigh 2-4 lbs. with a suggested space of 3-4 sq. ft. per bird and anything over 4 lbs. is considered large with the largest probably being Giant Jersey Hens weighing 9-11 lbs. requiring a minimum of 5 sq. ft. per bird.

Pigeons weigh 8-15 ounces and can be kept in 1 square foot.

Proposed City Ordinance

ANIMALS

Sec. 4-1. - Intent

The City of Willmar recognizes a need to balance the desire of persons to introduce, harbor, own, keep, care for, feed, or shelter an animal within the boundaries of the city limits against the general safety, health, peace, and repose of the general population of the city. It is with this intent that the following regulations are imposed.

Sec. 4-2. - Definitions

The following definitions apply for the purpose of this ordinance.

Animal: Means any living animal, domesticated, semi-domesticated, captive-wild or wild which is not specifically named or having been identified as meeting one of the conditions listed under the "Exclusions" section of this ordinance.

Sec. 4-3. - Keeping of animals declared a nuisance.

It is unlawful to introduce, permit, harbor, keep, care for, feed, or shelter any animal in the city of Willmar. Doing so constitutes a public nuisance unless specified otherwise under the "Allowable Exclusions" section of this ordinance.

Sec. 4-4. - Allowing animals to run at large.

It shall be unlawful for any owner or any person having the control of any animal to allow or permit the same to run at large within the city. This section also applies to the specific animals listed in the "Allowable Exclusions" section of this ordinance.

Sec. 4-5. - Animals found to be in violation.

Animals found in violation of this ordinance shall be confiscated, held for five business days and summarily destroyed if not claimed. During those five business days an owner may arrange for the care and shelter of the animal outside the city limits of Willmar.

If the owner can be determined, they shall pay for all costs incurred for the care, shelter and keep of the animal during the impoundment period prior to the release of the animal. In addition, the owner may also be charged with violation of this ordinance.

Sec. 4-6. – Allowable Exclusions

(a) Animals may be kept temporarily in a designated stockyard or farm produce establishment or processing plant while awaiting further transportation or slaughter.

(b) Animals may be introduced, harbored, kept, cared for, fed, and sheltered in connection with and

during parade, county fair or circus events. The animal(s) must remain in proximity and under the control of the owner in regards to where the event is being held.

(c) Animals may be introduced, harbored, kept, and cared for, fed, and sheltered, within the confines of a licensed pet store or licensed veterinarian business.

(d) Dogs and household cats are regulated elsewhere under other city ordinances and shall be excluded from all regulations created by this ordinance.

(e) The following animals specifically listed under this subsection are allowed. Any person may introduce, permit, harbor, transport, keep, care for, feed, or shelter these animals but only when in compliance of the further restrictions imposed.

1. Fish, reptiles, exotic birds, spiders, rats, mice, hedge hogs, guinea pigs, and hamsters are allowed with the following additional restrictions:
 - a. These animals shall remain at and contained within the actual dwelling in which the owner or caretaker resides.
 - b. If a dwelling is rented, permission from the landlord or owner to maintain animals must be obtained.
 - c. Proper care and treatment of the animal(s) are provided.
 - d. There are no restrictions as to the number of these animals kept.

2. Rabbits, pigeons and chickens are allowed with the following additional restrictions:

Location:

- a. These animals may only be kept in areas zoned R1, R2, AG or Industrial within the city.
- b. These animals must be kept outside the family dwelling.
- c. If the property is rented, permission from the property owner to maintain animals must be obtained.
- d. All shelters or attached fenced enclosures must have a minimum setback of ten (10) feet from the rear property line and five (5) feet from the side property line.
- e. No structure or fenced animal yard shall be closer than twenty-five (25) feet to any residential dwelling on the adjacent lots.
- f. No structures or fenced animal yards will be allowed in the resident's front yard.

Shelter:

- g. These animals must be provided proper shelter that is fully enclosed with a well-ventilated roof and a source to maintain adequate livable temperatures during extreme heat or cold conditions.
- h. The floors of the structure shall be kept clean and sanitary with body excretions collected daily and removed from the structure.

- i. If a fenced animal yard enclosure is erected, the fenced-in area shall share a common wall of the structure, be securely constructed in a manner complying with all other city fencing ordinances, prevent predators from getting into the fenced area, prevent the animal from escaping the fenced area and be well drained so there is no accumulation of moisture.

Care and Treatment

- j. No animal shall be allowed outside of either the shelter or properly fenced area.
- k. Food materials shall be in closed sealable containers stored inside the structure of the provided shelter.
- l. Animals shall maintain all required vaccinations.

Number of Animals Allowed and Minimum Square Footage of Each:

- m. Chickens - No more than ten (10) chickens shall be kept in areas zoned R1 or R2. No more than fifty (50) chickens shall be kept in areas zoned AG or Industrial. *No roosters.*

Chickens (Bantam size) shall be given a minimum of 2 sq. feet inside structure space for each chicken weighing less than two (2) pounds; (medium size) a minimum of 3.5 sq. feet for each chicken weighing two to four (2-4) pounds; and (large size) a minimum of 5 sq. feet for each chicken weighing more than four (4) pounds.

- n. Pigeons - No more than sixty (60) pigeons may be kept. Pigeons shall be given a minimum of 1 sq. feet of space for each pigeon.
- o. Rabbits - No more than ten (10) rabbits may be kept. Rabbits shall be given space with a minimum height of 14 inches with 1.5 sq. feet floor space for each rabbit weighing less than 4 lbs. (small), 3 sq. feet floor space for each rabbit weighing 4-8 lbs (medium size); and a minimum of 4 sq. feet floor space for each rabbit weighing more than 11 lbs. (large size).

Attachment B
6-28-12

HOUSING INSPECTION PLAN

Inspections for the purpose of carrying out the provisions of the Rental Housing Maintenance and Occupancy Ordinance shall be conducted pursuant to the following schedule:

Every other year:

- (1) All mobile homes, renter-occupied

Once every three years:

- (1) Single Family rental property
- (2) Duplex or Triplex
- (3) Four-plex
- (4) Structures containing five to eight units

Once every four years:

- (1) Structures containing more than eight units

To begin the inspection process, each owner of the above described properties must register that property with the City of Willmar, 333 SW 6th Street, Willmar, Minnesota. At the time of registration a fee shall be paid in accordance with the following fee schedule:

\$25 per building plus \$5 per unit
(All building types)

Upon payment of the fee, the Willmar Building Inspector shall schedule an inspection of the applicable property. If the property is found after the inspection to meet all applicable requirements of the Rental Housing Maintenance and Occupancy Ordinance and the applicable rules and regulations pursuant thereto, an operating license shall be issued and effective as follows:

Mobile Home, Renter-Occupied:	Two Years
Single Family Rental Property:	Three Years
Duplex or Triplex:	Three Years
Four-Plex:	Three Years
Five to Eight Unit Structure:	Three Years
More than Eight Unit Structure:	Four Years

Applications to renew the license must be made at least sixty days prior to the expiration date, and the property owners or operators must adhere to provisions of Section XII of the Rental Housing Maintenance and Occupancy Ordinance regarding licensing.

Whenever it is determined that any property upon inspection fails to meet the requirements set forth in the Rental Housing Maintenance and Occupancy Ordinance or in applicable rules and regulations issued pursuant thereto, a notice shall be issued to property owner(s) in the manner prescribed by Section XIII of the aforementioned Ordinance. The property owner(s) by order of the notice shall be given a certain period of time for the correction of any alleged violation and, upon expiration of said time period, the Willmar Building Inspector shall reinspect the property. If, upon reinspection, the violations are determined not to have been corrected, the City shall issue a notice to the property owner(s) or designated representative informing them that: (1) legal proceedings for the immediate correction of the alleged violations shall be initiated; and/or (2) an order shall be issued that the property be vacated within 30 days. In addition, the following penalties shall be imposed upon the property owner(s):

\$50.00 fine, plus \$5.00 per day beginning on the day that alleged violation continues after expiration of the specified reasonable consideration period and extending until alleged violations are corrected.

The failure of any owner to comply with the requirements of the Rental Housing Maintenance and Occupancy Ordinance regarding licensing, the undertaking of repairs necessary to correct alleged violations to the Ordinance, and the payment of any penalties assessed shall be referred to the City Attorney of the City of Willmar for appropriate legal action.

Further, any property owner failing to register for a license shall not occupy or let to another person for occupancy any rental housing unit or mobile home for the purposes of living, sleeping, cooking, or eating therein, for such failure shall be construed as a direct violation of the aforementioned Ordinance, and the following fees shall be imposed until such registration occurs or the property is vacated:

First notification of failure to register property
(expiration of 30 days) \$25.00

Second notification of failure to register property
(expiration of 15 days) \$50.00

Third notification of failure to register property
(expiration of 15 days) \$100.00

After the expiration of the third written notification of failure to register property, the matter shall be referred to the City Attorney of the City of Willmar for appropriate legal action.

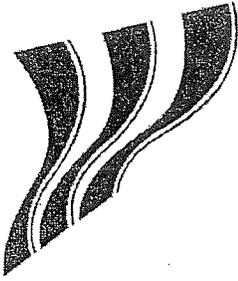
CITY OF EAST GRAND FORKS RENTAL REGISTRATION AND INSPECTION PROGRAM

The City ordinance calls for the inspection of 1,000 units/year, representing all rental properties in the City.

There is an annual registration fee paid of \$15/unit.

The City Building Official said:

- Units are randomly inspected at the larger complexes, as they cannot do all 1,000 each year.
- Full registration fees are paid regardless if the unit is inspected or not.
- Based on a good inspection report one year, the Inspector may waive the following year inspection although the registration fee is still paid. This act is discretionary, and not spelled out in their ordinance.



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: _____

Meeting Date: N/A

Attachments: ___ Yes X No

CITY COUNCIL ACTION

Date: July 2, 2012

- Approved Denied
- Amended Tabled
- Other

Originating Department: City Clerk-Treasurer

Action Requested: Motion for Approval

Guiding Principle: Willmar Municipal Code Section 3-228

Agenda Item: Consideration of 3.2% Liquor and On-Sale Wine Liquor License

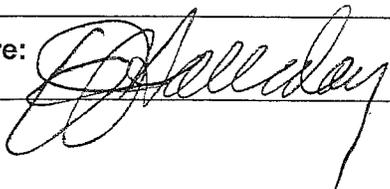
Background/Justification: The Current owners of Kandi Racing Association dba KRA Speedway located at 801 7th Street NW have applied for a 3.2% Liquor and On-Sale Wine Liquor License. The proposed area it be licensed where sales and consumption is allowed has been described as the area of "bleacher style seating with a roof over the entire area" and alcohol sales and consumption will be limited exclusively to this area.

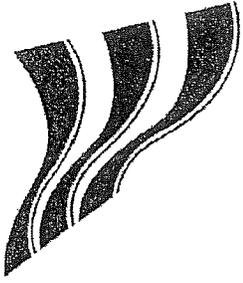
Fiscal Impact: \$350 application fees

Alternatives: Deny

Staff Recommendation: Approve the 3.2% Liquor and On-Sale Wine Liquor License

Preparer: City Clerk-Treasurer

Signature: 



**CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION**

Agenda Item Number: _____

Meeting Date: N/A

Attachments: ___Yes ___No

CITY COUNCIL ACTION

Date: July 2, 2012

- | | |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other | |

Originating Department: City Clerk-Treasurer

Action Requested: Motion for approval

Guiding Principle: Willmar Municipal Code Section 3-171—3-182

Agenda Item: Consideration of a 1 To 4 Day Temporary On-Sale Liquor License

Background/Justification: FOE Aerie 2334 dba Willmar Fraternal Order of Eagles a current Club On-Sale Liquor License holder, is requesting authorization to host outdoor liquor sales / consumption on their rear parking lot which will be fenced in. This event is a picnic for members, family, and guests only.

Fiscal Impact: \$100.00 application fee.

Alternatives: Deny

Staff Recommendation: Approve the 1 To 4 Day Temporary On-Sale Liquor License

Reviewed by: Kevin J. Halliday

Preparer: City Clerk-Treasurer

Signature:

Comments: