

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

February 17, 2015  
7:00 p.m.

The regular meeting of the Willmar City Council was called to order by the Honorable Mayor Marv Calvin. Members present on a roll call were Mayor Calvin, Council Members Ron Christianson, Andrew Plowman, Denis Anderson, Steve Ahmann, Rick Fagerlie, Jim Dokken, Audrey Nelsen and Tim Johnson; Present 8, Absent 1. Council Member Andrew Plowman was excused from the meeting.

Also present were City Administrator Charlene Stevens, City Clerk Kevin Halliday, Police Chief Jim Felt, Finance Director Steve Okins, Community Education and Recreation Director Steve Brisendine, Planning and Development Services Director Bruce Peterson, City Attorney Robert Scott, and uniformed Police Officer Dan Erickson.

There were no additions or deletions to the agenda.

Council Member Anderson offered a motion adopting the Consent Agenda which included the following: City Council Minutes of February 2, Municipal Utilities Commission Minutes of February 9, Application for Exempt Permit – Willmar Sertoma Club, Application for Exempt Permit – West Central Ducks Unlimited, Accounts Payable through February 11, Willmar Police Commission Minutes of December 11, Building Inspection Report for January, and CER Joint Powers Board Minutes of January 23, 2015. Council Member Fagerlie seconded the motion, which carried.

At 7:01 p.m. Mayor Calvin opened a hearing to consider an ordinance to convey city-owned property. Planning and Development Services Director Bruce Peterson explained the request of Rice Hospital to sell the Rehab Building to CDS Investments, LLC. The title review shows the property is owned by the City of Willmar, and based on the City Charter the Council is required to adopt an ordinance to convey the land and sign the purchase agreement. The land sale was approved by the Planning Commission in January. It was staff's recommendation to approve the property conveyance. There being no one present to speak for or against the ordinance, Mayor Calvin closed the hearing at 7:02 p.m.

The Council questioned the lease back of the property from CDS Investments until the new Rehab Center is constructed. Bill Fenske of Rice Hospital addressed the lease stating the hospital proposed selling the property at the time the building is vacated, but the buyer was not interested. The lease would run until the end of 2016 or terminate upon a 60-day notice. This now allows the hospital more flexibility. The buyer wanted control of the property and is paying the current market rate.

Council Member Anderson offered a motion to adopt, assign a number and order final publication of the Ordinance to Convey City-Owned Property. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 5, Noes 1, and Council Member Christianson abstained.

At 7:11 p.m. Mayor Calvin opened a hearing to vacate a portion of 3<sup>rd</sup> Street SW between Trott Avenue and Minnesota Avenue. Planning and Development Services Director Bruce Peterson explained the street has been closed to through traffic for over ten years. The Planning Commission has approved the street vacation and it is staff's recommendation to approve as well. There being no one present to speak for or against the ordinance, Mayor Calvin closed the hearing at 7:13 p.m.

Resolution No. 1 was introduced by Council Member Anderson, seconded by Council Member Ahmann, reviewed by Mayor Calvin, and approved on a roll call vote of Ayes 7, Noes 0.

RESOLUTION NO. 1

Vacating a Portion of a Public Street Right-of-Way

Whereas, the vacation of those portions of dedicated street as described below was petitioned for by Rice Memorial Hospital and Shared Health Resources, LLC. :

Beginning at the Southeast (SE) corner of Lot 7, Block 64 of the First Addition to the Town (now City) of Willmar, and continuing on a line extended from the south border of Lot 7, Block 64 of the First Addition to the Town (now City) of Willmar, to the Southwest (SW) corner of Lot 8, Block 65 of the First Addition to the Town (now City) of Willmar, thence northerly along a line extended from the West border of Lot 8, Block 65 of the First Addition to the Town (now City) of Willmar to the Northwest (NW) corner of Lot 14, Block 65 of the First Addition to the Town (now City) of Willmar, thence Westerly on a line extended from the north border of Lot 14, Block 65 of the First Addition to the Town (now City) of Willmar to the Northeast (NE) corner of Lot 1, Block 64 of the First Addition to the Town (now City) of Willmar, thence Southerly on a line extended from the east border of Lot 1, Block 64 of the First Addition to the Town (now City) of Willmar to the point of beginning. All in the City of Willmar, County of Kandiyohi.

WHEREAS, the proposed vacation has been approved by the Planning Commission of the City of Willmar; and

WHEREAS, published notice and mailed notice of the proposed vacation and the hearing thereon have been given as provided by Subdivision 6 of Section 9.01 of Article IX of the Willmar City Charter; and

WHEREAS, a hearing was duly held on the proposal to vacate that portion of said street on February 17, 2015; and

WHEREAS, the City Council of Willmar finds that it is in the best interests of the City of Willmar to vacate that portion of said street;

NOW, THEREFORE, BE IT RESOLVED, that the above described portion of dedicated street be, and hereby, is vacated.

BE IT FURTHER RESOLVED, that an easement for utilities purposes shall be retained by the City over the entire vacated right-of-way.

BE IT FURTHER RESOLVED that a certified copy of the Resolution be filed with the Kandiyohi County Recorder on or after February 24, 2015.

Dated this 17<sup>th</sup> day of February, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Mayor Calvin acknowledged Sara Carlson, 1115 Carolina Avenue, to speak at Open Forum. Ms. Carlson spoke in support of the proposed Park Plan and encouraged the Council to move forward with this bold, strategic plan.

Dave Baumgart, 704 Richland Avenue, was acknowledged by Mayor Calvin to speak at the Open Forum. Mr. Baumgart spoke urging the Council to support the proposed Park Plan stating it was a good opportunity to improve our parks.

Mayor Calvin then acknowledged Steve Gardner, 2645 19<sup>th</sup> Avenue SW. He spoke in support of the Park Plan and hopefully the opportunity for a Dog Park. This Park Plan provides the types of amenities that are going to help attract people to live in Willmar.

Community Education and Recreation Director Steve Brisendine came before the Council to present the second phase of the Park Plan. The first phase began over two years ago and was developed by staff and others in conjunction with Mid-Minnesota Development Commission. The City Council approved moving forward and entered into an agreement with SRF Consulting Group of Minneapolis. The plan that has been developed will serve as a blueprint for future investments in the City's park system.

Ken Grieshaber and Stewart Crosby, both of SRF Consulting Group, LLC, presented the second phase of the Park Plan to the Council, which included a PowerPoint. The 63-page plan was developed after discussions were held last year with the public at focus group meetings, workshops and a community open house. The plan discusses system-wide planning and park facilities; proposes establishing two regional parks and four community parks; discusses park maintenance; and implementation, budgeting, funding and cost estimates. The plan reaches to the future with vision, innovation and sustainable ideas and will provide safe and relevant amenities that will draw more users to the parks, create places that families and groups will want to visit and will make Willmar a more attractive community for future residents. Updating the park system will strengthen Willmar's role as a regional center for business, culture and services.

The consultants stated Willmar's 37 parks are well used and maintained, but need updating. According to Park staff, 80 percent of the playground equipment is over 20 years old. There are aging buildings, and some facilities and play equipment have reached the end of their useful life. The two regional parks would be Robbins Island and Swansson Field. Each regional park would include several smaller parks. The four community parks would be Lincoln, Northside, Ramblewood and Rice.

The improvement costs for the proposed concepts are estimated at \$22,235,000. This overall cost estimate is useful for planning purposes, but is it probable that each park will be develop over an extended period of time contingent on funding. The plan also touched on the use of multiple funding mechanisms such as seeking grants from the Department of Natural Resources, community partners, civic groups, foundations and even private individuals. The City may also look at park dedications, the use of general funds or local option taxation as well as capital improvement allotments over five to ten years. It was staff's recommendation to accept Phase 2 of the Park Plan and make it an addendum to the City's Comprehensive Plan.

The Council discussed funding possibilities and also the impact the park improvements would have on maintenance and staffing levels as the plan is developed. Also mentioned was the joint effort between the School District and the City that will be necessary to implement this plan. Park maintenance and operations was overviewed. The consultant was asked to speak on how Willmar compared to other cities of similar size in relation to staffing, capital dollars designated, number and acres of parks. Community Education and Recreation Director Steve Brisendine announced that the complete Park Plan is available for the public to view on the City's website.

Council Member Fagerlie made a motion to accept Phase 2 of the Park Plan and incorporate it as an addendum to the City's Comprehensive Plan. Council Member Anderson seconded the motion, which carried.

Members of the Council discussed the motion after it was made with some members questioning placing the Park Plan as an addendum to the Comprehensive Plan. Staff members explained by adding the Park Plan to the Comprehensive Plan, it provides the ability to move forward to pursue grant dollars and any other funding resources that may be available.

The Finance Committee Report for February 9, 2015 was presented to the Mayor and Council by Council Member Anderson. There were eight items for consideration.

Item No. 1 There were no comments from the public.

Item No. 2 MUC General Manager Wes Hompe and Finance Director Tim Hunstad presented to the Committee the MUC Cost of Service and Rate Design Study, as well as reviewed the process necessary to enact the rate increase.

The Cost of Service and Rate Design Study was previously distributed to the City Council and can be found electronically in the Council agenda materials.

The Committee recommended setting public hearings for both rate increases for March 2, 2015, Council Member Anderson made a motion to set a public hearing for the water rate increase for March 2, 2015 at 7:02 p.m. Council Member Fagerlie seconded the motion, which carried.

Council Member Anderson then made a motion to set a public hearing for the electric rate increase for March 2, 2015 at 7:03 p.m. Council Member Fagerlie seconded the motion, which carried.

Item No. 3 Staff explained to the Committee the City of Willmar takes possession of forfeiture vehicles pursuant to District Court orders. The City Clerk's Office takes steps necessary to secure ownership of the asset and subsequently prepares to dispose of the asset at a City auction. Attached are the last four year's distribution details of the successful sales. The Willmar Police Department receives 70% of the net sales (-5% admin/advertising and -5% for the auctioneer) in all cases. The prosecuting attorney (City and County) receives either the remaining 30% or 20% if State Statute requires a 10% payment to the State Treasury and credited to the general fund. The proceeds forwarded to the prosecuting authority that handled the forfeiture must be "used as a supplement to its operating fund or similar fund for prosecutorial purposes." This matter was received for information only.

Item No. 4 Staff explained to the Committee that in 2014, the Legislature passed into law the Volunteer Retention Stipend Aid Pilot Program whereby an annual stipend will be allotted to volunteer fire fighters and first responders to assist with recruitment and retention efforts. Willmar has been selected to be included in this pilot program. Volunteers who serve from January 1 to December 31, 2014, 2015, and 2016 will receive a payment of \$500 for each year in service.

As part of this program, The City is required to document its effectiveness in recruitment and retaining of volunteer staff to help ensure it is expanded statewide in three years. The three year funding to assist with recruitment and retention of volunteers for the Fire Department is: \$17,500 / 2015, \$20,000 / 2016-2017. The Committee recommended the Council increase the Fire Department budget by \$17,500.

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

Resolution No. 2

BE IT RESOLVED by the City Council of the City of Willmar to authorize the Finance Director to make the following changes to the Fire Department budget within the General fund:

Increase:	State Aid	\$ 17,500.00
Increase:	Temporary Salaries	\$ 17,500.00

Dated this 17<sup>th</sup> day of February, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 5 Staff introduced to the Committee a resolution to approve the recommended preliminary budget for the Westwood Court Lift Station Project. The lift station replacement is scheduled in the City's Wastewater Study that has been approved by the Council in previous years. It was the recommendation of the Committee to approve the Preliminary Budget for the Westwood Court Lift Station Project of \$1,140,000.

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

Resolution No. 3

Preliminary Budget Westwood Court Lift Station

OTHER SERVICES:		RECEIVABLES:	
Mtce. of Other Impr.	<u>\$950,000.00</u>	City ('15 Collections 46)	\$190,000.00
TOTAL	\$950,000.00	City ('16 Capital)	<u>\$950,000.00</u>
		TOTAL	\$1,140,000.00
OTHER CHARGES:		FINANCING:	
Prof. Serv.	<u>\$190,000.00</u>	Bonds	<u>\$1,140,000.00</u>
TOTAL	\$190,000.00	TOTAL	\$1,140,000.00
GRAND TOTAL	\$1,140,000.00		

Dated this 17th day of February, 2015

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 6 Prior to incurring costs on the Westwood Court Lift Station project, it is necessary that the Council adopt a Resolution of Intent to Reimburse. This will insure that the City will be reimbursed for project costs after the date of the resolution. It was Committee's recommendation to adopt the resolution to reimburse for \$1,140,000.00 insuring that project costs are covered by the bond issue.

Resolution No. 4 was introduced by Council Member Anderson, seconded by Council Member Fagerlie, reviewed by Mayor Calvin, and approved on a roll call vote of Ayes 7, Noes 0.

Resolution No. 4

RESOLUTION ESTABLISHING PROCEDURES  
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND  
REGULATIONS UNDER THE INTERNAL REVENUE CODE

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

1. Recitals.

A. The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of the City's bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

B. The Regulations generally require that the City make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

C. The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

D. The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application, to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the City Clerk to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

A. Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A, which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

B. Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

C. Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City doesn't reasonably expect to issue reimbursement bonds to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

D. The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. The designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Dated this 17th day of February, 2015

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 7 The City Council and Finance Committee have handled past departmental budgetary adjustments in one of two ways, either at the time of known adjustments or at the end of the year when unaudited numbers are available, normally the first part of March. Previous audits have indicated both are acceptable and need to be determined by the City Council. Adjustment alternatives have consisted of the following:

- A. Appropriation of new revenues
- B. Appropriating revenue surpluses
- C. Covering with available appropriations (i.e. vacant positions from other departments)
- D. Appropriation of assigned Emergency Fund balances

The City Council and Finance Committee should decide and direct staff as to the method of handling budget adjustments, and will be addressing this matter further at their March meeting. This was received by the Council for information only.

The Legal Department overage was discussed at length and staff explained the annual costs for 2014 were \$81,500 over budget due to more than anticipated costs for Labor contracts, personnel issues for the Police Commission, and Cable Access franchise work. Legal costs in 2013 were \$263,434 and 2012 were \$235,564. A three-year history of the legal fees was dispersed to the members of the Council for information at the Council meeting. This report was received for information only.

Item No. 8 The Committee reviewed and directed staff to place the following reports on file in the Finance Department. These were received for information only.

- A. October Rice Trust
- B. November General Fund Departmental Report
- C. November Rice Trust
- D. 4<sup>th</sup> Quarter Investment Activity
- E. December 31, Investment Portfolio
- F. 10 Year Investment/Cash Quarterly Balances
- G. 2014 Interest by Institution
- H. 10 Year Interest Quarterly Earnings
- I. 4<sup>th</sup> Quarter Rice Trust Activity
- J. Preliminary 2014 General Fund Year End Summary Totals

There was no old or new business to come before the Committee.

Council Member Ahmann made the suggestion for the Finance Committee to consider a reviewing the account overages every three-months by department.

The Finance Committee Report for February 9, 2015, 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 Public Works/Safety Committee Report for February 10, 2015 was presented to the Mayor and Council by Council Member Christianson. There were eleven items for consideration.

Item No. 1 There were no comments from the public.

Item No. 2 Police Chief Jim Felt noted the jail census for February 10, 2015 was 123; 43 inmates from the Department of Corrections, 1 inmate from Stearns County, and 2 inmates from Swift County. The calls for service for the previous two weeks totaled 701. The majority of the calls were for traffic stops, followed by public assists and abandoned vehicles. An update was given on the new K9 dog Axel, noting he has started narcotic training last week with his handler, Officer Chris Flatten. This was received for information only.

Item No. 3 Public Works Director Sean Christensen presented a recommendation to amend the contract with Bolton & Menk, Inc. in the amount of \$31,230.00 for the Country Club Drive Lift Station. The amendment includes additional compensation for the design of a block control structure rather than using a control panel, providing construction survey staking, and construction material testing. Jared Voge with Bolton & Menk described the types of testing as compaction, concrete and soil testing. The Committee recommended the Council approve Amendment No. 1 to the Bolton & Menk, Inc. contract for the Country Club Lift Station project in the amount of \$31,230.00.

Resolution No. 5 was introduced by Council Member Christianson, seconded by Council Member Nelsen, reviewed by Mayor Calvin, and approved on a roll call vote of Ayes 7, Noes 0.

Resolution No. 5

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an amendment to the professional services contract between the City of Willmar and Bolton & Menk, Inc. for City Project 1510, Country Club Drive Lift Station. The amendment increases the contract amount by \$31,230.

Dated this 17th day of February, 2015

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 4 Public Works Director Christensen presented a recommendation to award the contract for the professional services of Project No. 1501-B to Bolton & Menk, Inc. in the amount of \$239,000.00 and authorize the Mayor and City Administrator to execute the agreement on behalf of the City. The estimated fees are for the design, materials testing and construction services for the reconstruction of 9<sup>th</sup> Street NW, Park Avenue NW, and 10<sup>th</sup> Street NW. The total estimated fees are not to exceed \$239,000.00 and based on an hourly rate of services provided.

The Committee recommended to award the professional services contract for Project No. 1501-B to Bolton & Menk, Inc. in the amount of \$239,000.00 and to authorize the Mayor and City Administrator to execute an agreement on behalf of the City.

Resolution No. 6 was introduced by Council Member Christianson, seconded by Council Member Nelsen, reviewed by Mayor Calvin, and approved on a roll call vote of Ayes 7, Noes 0.

Resolution No. 6

Whereas the City of Willmar desires to retain a firm to design, bid and provide construction services for City Project No. 1501-B, 9<sup>th</sup> Street NW, Park Avenue NW, and 10<sup>th</sup> Street NW; and

Whereas a proposal has been made by the firm of Bolton and Menk, Inc. on an hourly basis at an estimated cost of \$239,000.00;

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 an agreement on behalf of the City for the same.

Dated this 17th day of February, 2015

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 5 Public Works Director Christensen brought forth, for review, to accept the quote from Excel Overhead door for the replacement of the garage doors at the Public Works Garage. Quotes were received from American Door Works in the amount of \$14,807.07 and Excel Overhead Door in the amount of \$12,400.00. The doors provided by Excel Overhead Door have an R factor value of 17.54. It was the Committee's recommendation to the Council to approve the purchase and replacement of the Public Works Facility garage doors by Excel Overhead Door in the amount of \$12,400.00.

Resolution No. 7 was introduced by Council Member Christianson, seconded by Council Member Ahmann, reviewed by Mayor Calvin, and approved on a roll call vote of Ayes 7, Noes 0.

Resolution No. 7

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the quote of Excel Overhead Door of Willmar, Minnesota for the garage doors replacement of the Public Works Garage is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the contractor for the terms and consideration of the contract in the amount not to exceed \$12,400.00.

Dated this 17th day of February, 2015

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 6 Public Works Director Christensen brought forth, for approval, the request to purchase/replace the current 2005 Toro Sand Pro with a 2015 Jacobsen Groom Master. The total cost of the equipment totals \$23,026.00 through the National Joint Powers Alliance with Turfwerks in Eagan. Currently there are two of these units in use by the City, and the 2005 Toro unit has 1,042 hours and visible wear and tear. The Public Works Department uses this equipment for field preparation at softball and baseball games in various parks as well as for Stingers games. The current unit will be sold on the City auction, with schools and baseball booster clubs notified for interest of purchasing it.

The Committee was recommending the Council approve the purchase and replacement of the Sand Pro with a 2015 Jacobsen Groom Master in the amount of \$23,026.00 from Turfwerks in Eagan.

Resolution No. 8 was introduced by Council Member Christianson, seconded by Council Member Ahmann, reviewed by Mayor Calvin, and approved on a roll call vote of Ayes 7, Noes 0.

Resolution No. 8

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the purchase of 2015 Jacobsen Groom Master is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$23,026.00.

Dated this 17th day of February, 2015

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 7 Public Works Director Christensen brought forth, for approval, acceptance of Project No. 1302-B and to authorize final payment to Kuechle Underground, Inc. in the amount of \$25,081.07. The City Council entered into an agreement with Kuechle Underground, Inc. on July 15, 2013 for the 4<sup>th</sup> Avenue SW improvements. The final pay request has been submitted and staff is recommending final payment be made. It was the Committee's recommendation to accept Project No. 1302-B and authorize final payment to Kuechle Underground, Inc. in the amount of \$25,081.07.

Resolution No. 9 was introduced by Council Member Christianson, seconded by Council Member Ahmann, reviewed by Mayor Calvin, and approved on a roll call vote of Ayes 7, Noes 0.

Resolution No. 9

ACCEPTING PROJECT AND AUTHORIZING FINAL PAYMENT

IMPROVEMENT: Project No. 1302-B

CONTRACTOR:	Kuechle Underground, Inc.
DATE OF CONTRACT:	July 15, 2013
BEGIN WORK:	September 15, 2013
COMPLETE WORK:	November 7, 2014
APPROVE, ENGINEERING DEPT:	December 12, 2014

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

1. The said City of Willmar Project No. 1302-B be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$513,618.02
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$513,618.02
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$415,133.30
Less Previous Payments	\$390,052.23
FINAL PAYMENT DUE CONTRACTOR:	\$25,081.07

Dated this 17th day of February, 2015

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 8 Public Works Director Christensen brought forth, for approval, Amendment No. 1 to the Bolton & Menk, Inc. contract for the Willmar Avenue improvements project. When the contract was developed, the estimated cost was \$675,000 and after modifications by Kandiyohi County and the BNSF the project cost increased. A significant delay occurred with BNSF to finalize the agreement and also scheduling delays for constructing the crossing. The original construction duration was estimated at eight weeks, with the actual duration totaling 16 months for completion. As a result of these factors, Bolton & Menk, Inc. is requesting a contract amendment in the amount of \$15,000 for engineering services. The Committee was recommending the Council approve Amendment No. 1 to the Bolton & Menk, Inc. contract for the Willmar Avenue improvements in the amount of \$15,000.

Jared Voge of Bolton & Menk came before the Council to give a history of why the quiet-zone crossing project was not completed in the time it was originally estimated to. He explained the extra costs were due to negotiations with BNSF on the agreement and installation of the improvements. Both resulted in the delay.

Resolution No. 10 was introduced by Council Member Christianson, seconded by Council Member Anderson, reviewed by Mayor Calvin, and approved on a roll call vote of Ayes 7, Noes 0.

Resolution No. 10

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the City Administrator of the City of Willmar are hereby authorized to enter into an amendment to the professional services contract between the City of Willmar and Bolton & Menk, Inc. for City Project 1302-A, Willmar Avenue Improvements. The amendment increases the contract amount by \$15,000.

Dated this 17th day of February, 2015

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 9 Public Works Director Christensen brought forth, for approval, Change Order No. 1 in the amount of \$1,262.83 to Project No. 1303-A and requested authorization for final payment to Duininck, Inc. in the amount of \$15,977.65. The City Council entered into an agreement with Duininck, Inc. on May 9, 2013 for the street improvements to Trott Avenue SW, 23<sup>rd</sup> Street SW, and TH No. 12. Staff noted additional wearing course was needed, resulting in Change Order No. 1. The final pay request has been submitted and staff is recommending final payment be made.

It was the recommendation of the Committee to approve Change Order No. 1 in the amount of \$1,262.83, accept Project No. 1303-A and authorize final payment to Duininck, Inc. in the amount of \$15,977.65.

Resolution No. 11 was introduced by Council Member Christianson, seconded by Council Member Nelsen, reviewed by Mayor Calvin, and approved on a roll call vote of Ayes 7, Noes 0.

Resolution No. 11

ACCEPTING PROJECT AND AUTHORIZING FINAL PAYMENT

IMPROVEMENT:            Project No. 1303-A – Mill and Overlay

CONTRACTOR:	Duininck Inc.
DATE OF CONTRACT:	May 9, 2013
BEGIN WORK:	June 6, 2013
COMPLETE WORK:	October 1, 2013
APPROVE, ENGINEERING DEPT:	June 18, 2014

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

1.     The said City of Willmar Project No. 1303-A, including approval of Change Order No. 1, be herewith approved and accepted by the City of Willmar.
2.     The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$283,681.51
Change Order No. 1	\$ 1,262.83
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$284,944.34
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$284,944.34
Less Previous Payments	\$268,966.69
FINAL PAYMENT DUE CONTRACTOR:	\$15,977.65

Dated this 17th day of February, 2015

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 10     Under Old Business the Committee discussed the previously proposed crosswalk addition at the Community Christian School on 19<sup>th</sup> Avenue SW. This was for information only.

Item No. 11     Under New Business the Committee discussed the meeting at MnDOT for the railroad bypass project; including information on the Tiger grant, plans and calendar items. The topic of fall leaf pick up services was discussed, with questions of fees and ways to pick up the leaves if implemented. The idea of snow melting machines, such as the ones used in the City of Boston, was brought to the Committee as a possible idea for disposing of snow in the future. The idea of salt free water softeners being used to help resolve the issue of salty discharge was debated. The progress of the Welcome to Willmar sign on North Highway 71 was noted, with the prospect of a new sign design being used. The status of the Assistant City Engineer vacancy was discussed, as the job description is under review at this time. The quality of water from the Crow River Water Shed was questioned, along with the Storm Water Task Force's ideas for stormwater control. Staff continues to review the BARR report and have begun to implement some of the recommendations. These items were for information only.

The Public Works/Safety Committee Report for February 10, 2015, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Member Christianson, seconded by Council Member Nelsen, and carried.

The Labor Relations Committee Report for February 11, 2015 was presented to the Mayor and Council by Council Member Ahmann. There were five items for consideration.

Item No. 1        There were no comments from the public.

Item No.2        City Administrator Charlene Stevens explained to the Committee that she and Mayor Calvin have been in discussion with two potential facilitators for a Council Retreat or Planning Session(s). Regardless of who is selected, the plan is to hold shorter, two-hour planning sessions over one full day or day and one half retreat. The two-hour sessions could be held in conjunction with Council meetings or perhaps Committee meetings. The proposed focus is on Roles and Responsibilities, Procedure and Norms, Better Working Relationships and an understanding of what Long-range Planning is and the value it adds. Two proposals were received for consideration. Ms. Stevens stated that Bruce Miles of the Big River Group had been considered back in 2013 and Mark Deterding of Triune Leadership had been recommended by other businesses in the community, but that neither had actually worked with the City before.

Council Member Ahmann asked the Mayor if he wished to offer any further information. Mayor Calvin stated that traditionally the Mayor and Administrator have worked together to coordinate a Council retreat and he was looking for some feedback from the committee and it would also be discussed on the February 17<sup>th</sup> City Council agenda. Mayor Calvin stated that he thought it was important to include the one-on-one conversations prior to a retreat and respect Council Members' time with some shorter sessions before engaging in a day-long retreat.

There followed a lengthy discussion.

Council Member Ahmann stated it would be helpful to get ideas in advance and a neutral facilitator would be good.

Council Member Christianson stated that the Council and Mayor alone should go away for a retreat, a facilitator was not necessary, it should be held outside of the City of Willmar, that the previous retreat had not been productive and the issues were trust and respect, which the Council could resolve if they just "got in the locker room" together.

Council Member Nelsen stated she was willing to support the Mayor's suggestion of shorter sessions or a combination of shorter sessions and a day-long session. She also suggested there was a need for an outside facilitator, there was a need to focus on the fundamentals before working on a strategic plan.

Council Member Dokken expressed a desire to hold the retreat out of town, but to understand what we were doing and why and have documentation and focus on the new normal.

Council Member Ahmann stated that there appeared to be common ground on holding a retreat and having a neutral facilitator.

Mayor Calvin thanked the Council Members for their input and stated it would be discussed further as part of the Council meeting on February 17<sup>th</sup>. This was for information only.

Item No. 3        Chair Ahmann requested the appointment to Boards and Commissions be discussed. The relevant sections of the City Charter were brought before the Committee.

Council Member Ahmann asked if it would be possible for the Mayor to provide the candidate names and qualifications early to the Council, so that the Council had more time to review.

Mayor Calvin stated that he was following the City Charter and past practice, noting that in one instance he was not able to have the application materials until the night of the Council meeting, but he had spoken with two of the senior members of Council, including the Mayor Pro Temp before adding that

appointment to the agenda. Mayor Calvin stated it is his intent to have the candidates and their background information included with the Council documents that are sent and not bring them to the meeting directly.

Council Member Christianson stated that individuals should live in Willmar for at least 10 years before they would be considered for serving on a Board or Commission.

Council Member Nelsen stated that the process should be open to anyone in the community. This was for information only.

Mayor Calvin thanked the Council for their comments and stated he would take it under advisement.

Item No. 4 Council Member Christianson made a motion, seconded by Council Member Dokken to go into closed session pursuant to Minn. Stat. §13D.03 to discuss labor negotiation strategies. The meeting was closed at 5:37 p.m.

At this time, Mr. Okins excused himself from the meeting.

The meeting was reopened at 5:55 p.m. on a motion by Council Member Christianson, seconded by Council Member Dokken.

Item No. 5 Under Other Business Council Member Christianson raised the issue of issuing a Request for Proposal for City Attorney services. Council Member Christianson stated his concerns with travel costs and a preference for a local attorney.

Council Member Ahmann stated that he had spoken to the City Attorney and he would like to first offer them the opportunity to come out and discuss concerns with the committee and/or full Council.

Council Member Christianson raised the issue of Succession Planning and questioned if the Council needed to make a motion to proceed. Council Member Ahmann stated that a motion had been made at the previous meeting and that City staff were working to update the plan and asked the Administrator to develop a timeline for updating the plan. Council Member Christianson stated he thought there was an update to the plan in 2010 and Administrator Stevens stated she would look into the matter.

Mayor Calvin stated that it might be wise to consider the Human Resources position as staff needs assistance to complete such projects.

Council Member Christianson stated that the Council had previously voted to keep the current organizational structure.

Council Member Dokken asked the Mayor why he felt the position was needed.

Mayor Calvin stated that he felt the work load was divided up between too many staff persons and one person would bring great consistency to the organization; the position would provide a place for employees to resolve conflicts, would allow for study and analysis of pay structure, benefits and job descriptions and would ensure the City was in compliance with laws and hiring practices.

Council Member Christianson stated that it was an unnecessary expansion of government.

Council Member Nelsen stated that the City should be willing to look at efficiencies and how to best utilize positions, rather than always accept the status quo.

Council Member Dokken asked for an update on filling the Assessing positions. Ms. Stevens responded that staff was working to fill the position as outlined at the last Council meeting.

Council Member Christianson stated that the City should consider merging with Kandiyohi County.

Following the Labor Relations Minutes, Council Member Anderson commented that in the Fuhrman study a human resources staff person was planned to be shared with the Willmar Municipal Utilities. It was approved at one time.

The Labor Relations Committee Report for February 11, 2015, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Member Ahmann, seconded by Council Member Dokken, and carried.

The Community Development Committee Report for February 12, 2015 was presented to the Mayor and Council by Council Member Fagerlie. There were six items for consideration.

Item No. 1        There were no public comments.

Item No. 2        Staff presented a proposal by MinnWest Technology Campus that the City serve as the applicant for a DEED Business Development Infrastructure Grant to improve access to, and parking for, five buildings on the campus. Steve Salzer and Brian Bollig provided the details of the project. The campus is looking to construct a wider access road in front of five of the cottages/buildings. 210 parking spaces would be constructed along with the new street. There is a significant amount of infrastructure to work around, including old tunnels. The Business Development Infrastructure Grant program is available only for projects on public property. The CIC plat for the campus has been revised to show the new boundaries for the right-of-way and parking. It is being proposed that the City take ownership to the property and be the applicant for the grant. Similar to the MCROC project, the City would incur no cost as the grant match will be paid by MinnWest. Agreements would be put in place to deal with maintenance and liability. Staff was recommending approval of the project and that the Council adopt a resolution naming the City as the grant applicant.

Following discussion, the Committee recommended the Council adopt a resolution naming the City as the grant applicant and authorizing the Mayor and Administrator to execute grant documents on behalf of the City.

Resolution No. 12 was introduced by Council Member Fagerlie, seconded by Council Member Dokken, reviewed by Mayor Calvin, and approved on a roll call vote of Ayes 7, Noes 0.

Resolution No. 12

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, as follows:

1. That the City of Willmar serve as the applicant for a Business Development Infrastructure Grant on behalf of MinnWest Technology Campus, and to serve as a conduit for, and administrator of, grant funds.
2. That the Mayor and Administrator be authorized to execute grant documents on behalf of the City.

Dated this 17th day of February, 2015

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

A second resolution was also required prior to submission of the forms for the grant. This resolution authorizes the City to act as the legal sponsor and allows the legal authority to apply for financial assistance.

Resolution No. 13 was introduced by Council Member Fagerlie, seconded by Council Member Christianson, reviewed by Mayor Calvin, and approved on a roll call vote of Ayes 7, Noes 0.

Resolution No. 13  
Local Government Resolution  
Business Development Infrastructure Application

BE IT RESOLVED that the City of Willmar act as the legal sponsor for project(s) contained in the Business Development Infrastructure Application to be submitted prior to April 1, 2015 and that Mayor and City Administrator are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of City of Willmar.

BE IT FURTHER RESOLVED that City of Willmar has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds, adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that City of Willmar has not violated any Federal, State, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, City of Willmar may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that it will comply with all applicable laws and regulations as stated in all contract agreements.

BE IT FURTHER RESOLVED that City of Willmar will the repay the grant if milestones are not realized by the completion date identified in the Application.

City of Willmar certifies that it will comply with all applicable laws, regulations, and rules of the Business Development Infrastructure Application.

NOW, THEREFORE BE IT RESOLVED that Mayor and City Administrator, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project(s) on behalf of the applicant.

Dated this 17th day of February, 2015

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 3 Staff presented a request to declare the fire damaged house at 3209 1<sup>st</sup> Avenue Northwest as unsafe. Building Official Kardell explained the level of damage to the Committee and stated that the structure was unsound and should be demolished. The unsafe building declaration by the City is a necessary step to receive funds from the insurance company to place in escrow to pay the costs of demolition and site remediation, should the owners not perform. The Committee's recommendation to the Council was to declare the house as unsafe as recommended by staff.

A motion was made by Council Member Fagerlie to approve declaration of the house at 3209 – 1<sup>st</sup> Avenue NW as unsafe. Council Member Christianson seconded the motion, which carried.

Item No. 4 Staff presented information about changes to the State Building Code, and stated which portions of the Code that are mandatory for the City to adopt. The last building code adopted by the State was in 2007. Significant changes have been made to the Code since that time. Some of the major changes include sprinkler systems in twin homes and single family homes over 4,500 square feet and changes to

energy requirements, including blower-door testing for new construction. It was noted that changes to the Fire Code would follow at a later date. That process would be driven by Fire Chief Hendrickson. The Committee questioned the position of the State mandating certain Code sections and whether or not there is any procedure available for the City to opt out. Staff responded by stating that the mandatory sections are just that, and that anything designated by the State as mandatory is required to be adopted by any jurisdiction that chooses to enforce the Code. The Committee was recommending to the Council to set a public hearing.

Council Member Fagerlie made a motion to set a public hearing on the ordinance to adopt the 2015 Building Code for 7:01 p.m., March 16, 2015. Council Member Christianson seconded the motion, which carried.

Item No. 5 There was no Old Business to come before the Committee.

Item No. 6 Under New Business staff provided brief updates on pending projects including industrial park prospects, housing, and the redevelopment of the former Erickson Building. A brief discussion about vacant buildings and delayed maintenance was also held. This was received for information only.

The Community Development Committee Report for February 12, 2015, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Member Fagerlie, seconded by Council Member Dokken, and carried.

City Clerk Kevin Halliday presented a request for consideration of a Civic Center Arena Special Event by On-Sale Liquor License. The Civic Center has rented space to the Willmar Curling Club who plans to hold a three-day Curling Bonspiel on March 13-15, 2015. The club desires to serve alcohol and is requesting the event permit using the Kandi Entertainment Center Inc. for this permit with on-site employee listed as Keith Pattison. It is staff's recommendation to approve the permit request.

Council Member Anderson made the motion to approve the request for the Special Event by On-Sale Liquor License. Council Member Ahmann seconded the motion, which was approved on a roll call vote of 7 Ayes, 0 Noes.

City Clerk Kevin Halliday brought before the Council an application from Willmar Downtown Development Inc., a non-profit organization, a request to provide alcohol at the "Hidden Treasures Downtown Dinner Tour" social event located at 313 SW 4<sup>th</sup> Street on March 26, 2015. A State approved One-day to Four-day Temporary On-Sale Liquor License is required. Staff has found all requirements to issue the license are in order and recommends approval.

Council Member Anderson made the motion to approve the request for the One-day to Four-day Temporary On-Sale Liquor License. Council Member Ahmann seconded the motion, which was approved on a roll call vote of 7 Ayes, 0 Noes.

City Administrator Charlene Stevens recapped her efforts in conjunction with Mayor Calvin to organize a Council Retreat and solicit the Requests for Proposals. The City received proposals from two firms to facilitate a Council Retreat or Planning Session(s). The first being from Bruce Miles of Big River Group, LLC and the other of Mark Deterding of Triune Leadership Services, LLC. Either firm can perform the work and facilitate day-long or shorter two-hour planning sessions. Ms. Steven's recommended the Council move forward and organize a retreat focusing on the two-hour sessions and in each case either facilitator chosen can initiate some individual sessions with each Council Member prior to allow each member to express their concerns or ideas to help create the agenda for the session(s).

Mayor Calvin addressed the Council and requested feedback. Mayor Calvin's recommendation was to use Mark Deterding to conduct the sessions with an end of March timeframe. He explained his desired outcome of the sessions including defining roles and responsibilities, establishing better communication and

then being able to develop a strategic plan. After some discussion, this was received by the Council for information.

City Administrator Charlene Stevens gave an update on the Vision 2040 events. She highlighted the upcoming activities of Vision 2040 to include the kickoff of the spring WeLEAD leadership conferences at the MinnWest Campus to take place on February 18<sup>th</sup> with the keynote speaker being Betsy Bonnema. The conference is open to the public with registration available at the door at a cost of \$11 which includes a lunch. The Robbins Island "Things to Do" group has scheduled a movie on the ice for Saturday, February 21<sup>st</sup> at 6:00 p.m. at the Civic Center Arena. There is no charge for this event. Also mentioned was a broadband survey being conducted by the Economic Development Commission initiated by Vision 2040. For more information on local events, you can visit their website at [willmarlakesarea2040.com](http://willmarlakesarea2040.com).

Mayor Calvin asked staff to share the response to a previous Open Forum question raised by a citizen concerning the spur track so the public can be made aware. Planning and Development Services Director Bruce Peterson shared information related to the proposed "Wye" Project on the west end of the City. There was some misinformation circulating on how the property would be obtained and who would benefit. The double track project will take rail service that comes into the City from the northwest, back the trains out to the southwest and would eliminate that by creating a loop at the west part of town and a switch would be installed to provide access in the future to our industrial park as it grows out to the west. The use of eminent domain will not be used by the City, but it may be used by the railroad.

Council Member Ahmann informed Mayor Calvin that he would like to be excused from the next Council meeting.

Announcements for Council Committee meeting dates were as follows: Finance, 4:45 p.m. at City Hall, February 23; Public Works/Safety, 4:45 p.m. at City Hall, February 24, 2015.

Mayor Calvin announced the "Save Our Tails" upcoming event for Saturday, February 27<sup>th</sup> in support of the Hawk Creek Animal Shelter.

City Clerk Kevin Halliday brought forward the date of April 20<sup>th</sup> for Board of Appeal and Equalization. Council Members were urged to attend and there are also training dates available prior to that for interested members.

There being no further business to come before the Council, the meeting adjourned at 9:30 p.m. upon motion by Council Member Anderson, seconded by Council Member Fagerlie, and carried.

Attest:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
SECRETARY TO THE COUNCIL

**Rice Memorial Hospital  
Board of Directors  
February 18, 2015**

**PRESENT:** David Anfinson, President; Dr. Douglas Allen, Vice President; Dr. Michael Gardner, Treasurer; Eric Weiberg, Secretary; and Directors Dr. Lachlan Smith and Jon Saunders

**EXCUSED:** Director, Andrea Carruthers

**ADMINISTRATIVE STAFF:** Michael Schramm, Chief Executive Officer; Bill Fenske, Dr. Ken Flowe, Wendy Ulferts, Teri Beyer, Sandy Roelofs and Dr. Fred Hund, Chief of Staff

**GUESTS:** Audrey Nelsen, Shirley Carter

**Call to Order/Minutes:** President Anfinson called the meeting to order at 5:30 p.m. **ACTION: A motion was made by Director Gardner seconded by Director Allen and carried to approve the Rice Memorial Hospital Board meeting minutes from January 21, 2015 as written; as well as the December 31, 2014 Financial Statements, the February 12, 2015 Finance Committee meeting minutes; and the January 27, 2015 Medical Staff Executive and Credentials Committee meeting minutes.**

**Quality Report:** A) Teri Beyer and Wendy Ulferts reviewed the Minnesota Department of Health/CMS survey verbal report of findings from their February 2-5, 2015 site visit to Rice Memorial Hospital, as follows: 1) A formal report has not yet been received but the verbal findings as well as corrective actions that have been put into place as a result, were reviewed in the areas of: a) Patient Rights. b) Quality. c) Pharmacy. d) Surgery. e) Rehabilitation. f) Environmental. g) Infection Control. 2) The survey visit was a validation survey following the Hospital's Joint Commission accreditation survey in December. Discussion was held by the Board on Hospital survey processes and the need for better alignment of these surveys. **ACTION: A motion was made by Director Gardner, seconded by Director Saunders and carried to approve the Corrective Action Plans put into place for Rice Memorial Hospital as presented, as a result of the recent Minnesota Department of Health/CMS survey.**

**Medical Staff Report:** A) Dr. Hund reviewed the Executive Committee and Credentials Committee summary reports from January 27, 2015 in regard to the following: 1) From a Medical Staff standpoint, this was the second survey visit the Hospital had received within 60 days. 2) Medical Staff Continuing Education Opportunities: a) OB/PEDS (December 4, 2014): "Diagnosis and Management of Bronchiolitis," Dr. Mary Ellen Heezen, Pediatric Hospitalist, Children's Hospitals & Clinics of Minnesota. b) Trauma Quality Review (January 22, 2015): "Double Jeopardy," two case reviews were presented by Dr. Ken Flowe. **ACTION: A motion was made by Director Gardner, seconded by Director Allen, and carried that the Medical Staff appointments for the month of January, 2015 be approved as presented and recommended: INITIAL APPLICATIONS: Transfer from Locum Tenens to Affiliate Staff: Michael Walsh, M.D. – Psychiatry/Department of Psychiatry. University of South Dakota School of Medicine (4th year resident), Sioux Falls, SD. Transfer from Affiliate Staff to Active Staff: Chad Erickson, M.D. – Psychiatry/Department of Psychiatry. Lakeland Mental Health, Fergus Falls, SD. Locum Tenens Staff: Obiageli Ezewuiro, M.D. – Medical Oncology/Department of Internal Medicine. CompHealth, Salt Lake City, UT. Temporary privileges previously granted for start date: 12/19/2014. Temporary Privileges: Patrick Schweiger, M.D. – Hospitalist/Department of Internal Medicine. The Best Hospitalists, PA, Allen, TX. Temporary privileges granted for start date: 12/31/2014. Musa Suleiman, M.D. – Hospitalist/Department of Internal Medicine. Eagle Hospital Physicians, Atlanta, GA. Temporary privileges granted for start date: 1/19/2015. Allied Health Staff: Leia Zwilling, CST – Surgical Assistant/Department of Surgery. Willmar Medical Services, Willmar, MN. Responsible Physician: Jennifer Lee-Pentz, M.D. Temporary privileges previously granted for start date: 12/15/2014. REAPPOINTMENT APPLICATIONS: Active Staff: Kendall Bos, M.D. – Internal Medicine/Department of Internal Medicine. Affiliated Community Medical Center, Willmar, MN. Frederick Hund, M.D. – Hospitalist/Department of Internal Medicine. Affiliated Community Medical Center, Willmar, MN. Maria Loerzel, M.D. – Family Practice/Department of Family Practice. Family Practice Medical Center, Willmar, MN. Tod Speer, M.D. – Radiation Oncology/Department of Internal Medicine. Willmar Regional Cancer Center, Willmar, MN. Extension of Locum Tenens: Joel Cohen, M.D. – Radiation Oncology/Department of Internal Medicine. Medical Doctor Associates, Norcross, GA. No activity since initial appointment. Allied Health Staff: Tina**

Bolduc, LPN – Surgical Assistant/Department of Surgery. Oral Facial Surgery, PA, Willmar, MN. Responsible Provider: James Hughes, D.D.S. Laura Fouquette, PA – Physician Assistant/Department of Internal Medicine. Allergy and Asthma Clinic, Willmar, MN. Responsible Physician: Amy Ellingson, M.D. Ann Jones, LP – Psychologist/Department of Psychiatry. Affiliated Community Medical Center, Willmar, MN. Responsible Physician: David Newcomer, D.O. Steven Martinka, D.D.S. – Dentist/Department of Surgery. Lakes Area Dental, Ltd., Willmar, MN. Janet Scharmer, RN-CNP – Nurse Practitioner/Department of Emergency Medicine. Hutchinson Medical Center, Hutchinson, MN. Responsible Physician: Ken Flowe, M.D.

#### CEO Report – Mike Schramm:

- A. Hospital Survey Visits: We continue to work on corrective action plans as a follow up to our recent Joint Commission survey at the Hospital and Department of Health survey at the Care Center. Since the initial surveys we have now had a validation survey at the hospital with the State Department of Health and this week a follow up survey at the Care Center.
- B. Legislative Update: Our local legislators continue to hear feedback on the nurse staffing issue and we will continue to communicate with them to assist in their understanding of this issue.
- C. Willmar Medical Services (WMS) Update: 1) Cancer Center: Amy Mugge has been hired as the new Manager for the Cancer Center and she will be starting next week. 2) Surgery Center: A meeting has been scheduled for March 10 in order to review and discuss the consultant report and future direction of the Ambulatory Surgery Center (ASC). 3) Imaging Services: WMS has approved the purchase of a new PET/CT Scanner in 2015. We are now looking at issues related to the permanent location of the scanner that fits with other parts of our phase 4 plan for the Imaging Services remodel.
- D. Physician Recruitment: Recruitment efforts continue in the areas of Orthopedics, General Surgery, OB/GYN, Neurology, Primary Care, Psychiatry, and Hospitalist Physicians.
- E. Facility Planning: 1) Construction began this week on the mental health bed expansion project. 2) The acuity adaptable room project will begin sometime in March. 3) We are in the process of setting up Board Committee meetings to discuss options for Rice's Rehab Services. 4) The City Council did approve the sale of the current Rehab Services building and the lease back agreement.
- F. CentraCare Health: 1) The Telestroke program in partnership with CentraCare Health will be instituted during the month of March. 2) We will be attending a meeting at CentraCare Health next week about their plans to form a Clinically Integrated Network.
- G. Rice Hospital Financials: Volumes and activity has been strong in January and month-to-date in February.
- H. Swift County-Benson Hospital (SCBH): Work continues with the SCBH Board in its search process for a new Chief Executive Officer to replace Frank Lawatsch who is retiring in March.

#### New Business:

- A. Rice Hospital Hospice Committee Appointments–2015: President Anfinson reviewed the proposed appointment of Michele Prekker to the Hospital's Hospice Committee, replacing Sue Broberg who recently retired. **ACTION: A motion was made by Director Allen, seconded by Director Weiberg and carried that the appointment of Michele Prekker, RN, CHPN, to the Hospital's Rice Hospice Professional Advisory Committee be approved as presented.**

#### Other:

- A. City Council Meeting Report - Audrey Nelsen: 1) Bill Fenske was present at the public hearing held last night in order for the Council to consider an ordinance to convey city-owned property. He addressed questions of the Council in regard to the leaseback of the property until a new Rehab Center is constructed. 2) The Council did approve the proposed master park plan for the City of Willmar as presented and recommended.

**Adjournment:** There being no further business, the meeting was adjourned at 6:15 p.m.

Submitted by:

Eric E. Weiberg, Secretary

**WILLMAR MUNICIPAL UTILITIES MINUTES**  
**MUNICIPAL UTILITIES AUDITORIUM**  
**FEBRUARY 23, 2015**

The Municipal Utilities Commission met in its regular meeting on Monday, February 23, 2015 at 11:45 a.m. in the Municipal Utilities Auditorium with the following Commissioners present: Matt Schrupp, Carol Laumer, Jeff Nagel, Joe Gimse, Justin Mattern, and Abdirizak (Zack) Mahboub. Absent was Commissioner Dan Holtz.

Others present at the meeting were: General Manager Wesley Hompe, Director of Finance Tim Hunstad, Director of Operations John Harren, Power Production Supervisor Jon Folkedahl, Power Supply Manager Chris Carlson, Customer Service Supervisor Stacy Stien, Administrative Secretary Beth Mattheisen, City Attorney Robert Scott (via teleconference), City Councilman Jim Dokken, and West Central Tribune Journalist David Little.

Commission President Schrupp opened the meeting by requesting a resolution to approve the Consent Agenda. Following discussion and review, Commissioner Laumer offered a resolution to approve the Consent Agenda as presented. Commissioner Nagel seconded.

**RESOLUTION NO. 6**

“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 February 9, 2015 Commission meeting; and.
- ❖ Bills represented by vouchers No. 142697 to No. 142808 inclusive in the amount of \$2,109,207.47 with a MISO credit in the amount of \$66,038.93 and a Westmoreland Resources coal payment in the amount of \$56,086.05.

Dated this 23<sup>rd</sup> day of February, 2015.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

Commissioner Schrupp (Chair) reviewed with the Commission minutes from the February 10<sup>th</sup> WMU Labor Committee meeting (see attached). The main topics of discussion focused on personnel policies (revisions to current policies and the creation of a new policy) and staffing position adjustments. The three (3) personnel policies presented for consideration were: 1) FMLA; 2) Workers' Compensation; and, 3) PDO Donation. All three policies have been reviewed by Labor Attorney Frank Madden and forwarded on to the League of MN Cities for their review and comments. The staffing positions discussed were for the Foreman/Forewoman positions in both the Operations (Power Production) and Water/Heating Departments, and the Supervisor of Facilities & Purchasing. Memos of Understanding (MOU) along with updated position descriptions have been established and agreed upon between WMU and IBEW Local Union#160 for the Foreman/Forewoman positions. The Supervisor of Facilities & Purchasing is a position that has been renamed with a new position description reflecting the upcoming changes to the current position. Following discussion, Commissioner Laumer offered a motion to

approve the minutes of the February 10<sup>th</sup> WMU Labor Committee meeting as presented. Commissioner Gimse seconded the motion which carried by a vote of six ayes and zero nays.

Commissioner Mattern reviewed with the Commission the minutes from the February 18<sup>th</sup> WMU Planning Committee meeting (see attached). Topics of discussion included: 1) Priam Substation Project update; 2) MCR Performance Solution proposal; 3) resource planning & local generation options (Burns & McDonnell); 4) Xcel-WMU Interconnection Agreement; 5) Risk Management Plan (RMP) Compliance Audit; and, 6) Wind Turbine Report. The main item of discussion focused on WMU's transmission system including ownership and strategies related to the Priam Substation project and the proposal submitted by MCR to provide their expertise related to transmission issues. This proposal would be to conduct a transmission revenue neutrality analysis and finance evaluation to assist WMU to better negotiate a Memo of Understanding (MOU) with Great River Energy (GRE) for the development of the Priam project and future transmission facilities. Following discussion, Commissioner Nagel offered a motion to approve the minutes of the February 18<sup>th</sup> WMU Planning Committee meeting as presented. Commissioner Mattern seconded the motion which carried by a vote of six ayes and zero nays.

In conjunction with approval of the WMU Planning Committee minutes, Commissioner Schrupp was requesting the Commission to authorize the proposal from MCR Performance Solution to assist WMU with a transmission revenue neutrality analysis and Willmar Substation financial evaluation. These analyses will provide WMU with the necessary information to better negotiate a MOU with GRE for developing the Priam Substation which WMU would be the owner of. The data and insight provided by MCR would further assist in WMU's long-term strategy of becoming neutrally invested and investing to offset the rising transmission rates. The total estimated cost for the project would be \$40,000 (plus additional travel & project-related expenses). Following discussion, Commissioner Mattern offered a resolution to approve the proposal from MCR Performance Solutions to conduct the transmission analysis and financial evaluation in the estimated amount of \$40,000 (plus expenses). Commissioner Nagel seconded.

#### **RESOLUTION NO. 7**

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the proposal submitted by MCR Performance Solutions, LLC, of Deerfield, Illinois, to conduct a transmission revenue neutrality analysis and Willmar Substation financial evaluation to assist in negotiating a Memo of Understanding with GRE for developing the proposed Priam Transmission Substation (which WMU would be the owner) and possible future transmission facilities be approved in the estimated amount of \$40,000 (plus travel & project-related expenses)."

Dated this 23<sup>rd</sup> day of February, 2015.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

Director of Operations Harren reviewed with the Commission the professional service agreement submitted by Burns & McDonnell to lead and facilitate a Risk Management Plan (RMP) Compliance Audit of two water chlorination systems in Willmar. These chlorination systems are located at the Northeast Water Treatment Plant and the Southwest Water Treatment Plant. This mandatory audit is required every 3 years by the Environmental Protection Agency (EPA). The engineering services provided for

this project would be in the amount of \$9,100 (\$4,550 per system). Following discussion, Commissioner Gimse offered a resolution to approve the service agreement with Burns & McDonnell to provide engineering services to conduct the RMP Compliance Audit of two chlorination systems in Willmar in the total amount of \$9,100. Commissioner Laumer seconded.

**RESOLUTION NO. 8**

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Authorization for Professional Services Agreement with Burns & McDonnell Engineering Company, Inc., of Kansas City, Missouri, to lead and facilitate an RMP Compliance Audit of two water chlorination systems in Willmar be approved in the amount of \$9,100.”

Dated this 23<sup>rd</sup> day of February, 2015.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

General Manager Hompe presented the Commission with a request to approve a service agreement with DGR Engineering to conduct a 69KV Transmission Relay Coordination Study. This study is being initiated in an effort to improve relay misoperations which are detrimental to the reliability of WMU’s electrical system. The end goal is to provide reliable electric service to the citizens of Willmar. The estimated cost to conduct the study is between \$10,000-\$15,000. Following discussion, Commissioner Laumer offered a resolution to approve the service agreement with DGR Engineering to conduct a 69KV Transmission Relay Coordination Study in the amount of \$10,000-\$15,000 (estimated). Commissioner Nagel seconded.

**RESOLUTION NO. 9**

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the service agreement with DGR Engineering of Rock Rapids, Iowa, to conduct the 69KV Transmission Relay Coordination Study be approved in the amount of \$10,000-\$15,000 (estimated).”

Dated this 23<sup>rd</sup> day of February, 2015.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

Customer Service Supervisor Stien reviewed with the Commission the 2015 Second Half Bad Debt Write Off Report. This listing is compiled of utility accounts that have no activity for 3 months past the final date are written off as bad debt. Stien stated that the increased efforts utilized in collecting the unpaid utility bills includes a number of options. These options and efforts include the use and implementation

of the MN Recapture Program, Advantage Collection Agency, City lien process, and by providing awareness to our customers. As a result of the proactive approach taken by Staff, the initial gross bad debt write off amount for the second half of 2015 was \$33,221.68, however with the extensive collection efforts, this amount was reduced to \$9,755.22. Following discussion, the Commissioners expressed their appreciation for the collection efforts and positive results provided by Staff.

Power Supply Manager Carlson reviewed with the Commission the December 2014 Power Supply Report. Carlson's report consisted of monthly cost comparisons (2013-2014), budgetary data versus actual power costs, and the Local Marginal Pricing (LMP) cost comparisons for 2014.

General Manager Hompe presented the Commission with a status update for the proposed electric and water rate adjustments. The City Council approved the minutes of the February 9<sup>th</sup> MUC meeting (which included the WMU public hearing and rate adjustment resolution) at their February 17<sup>th</sup> meeting. The City Council next scheduled a public hearing to be held on March 2<sup>nd</sup> for consideration of the rate adjustments. General Manager Hompe and Director of Finance Hunstad will be in attendance to answer any questions that may come before the City Council. Hompe reiterated that the main objectives for requesting the rate adjustments are due to the ever-increasing costs of power supply, transmission, and capital improvements.

At this time, Councilman Dokken addressed the Commission and Staff with the public's appreciation for the continuing service throughout this cold weather snap. Dokken stated that it was a testament to the continued work ethics of the WMU Management and Staff.

General Manager Hompe reminded the Commissioners of a number of upcoming meetings/events to note. These include:

- APPA Legislative Rally (Washington, DC) – March 9-11, 2015
- APPA National Conference (Minneapolis) – June 5-10, 2015
- MMUA Annual Summer Conference (Breezy Point) – August 17-19, 2015

There being no further business to come before the Commission, Commissioner Mattern made a motion to adjourn the meeting. Commissioner Nagel seconded the motion, and the meeting was adjourned at 12:37 p.m. by a vote of six ayes and zero nays

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

---

Beth Mattheisen  
Administrative Secretary

ATTEST:

---

Carol Laumer, Secretary



**WILLMAR MUNICIPAL UTILITIES**  
**WMU LABOR COMMITTEE MEETING MINUTES**  
**FEBRUARY 10, 2015 @ 1:00 P.M.**  
**WMU CONFERENCE ROOM**

Attendees: Commissioners Matt Schrupp (Chair) & Carol Laumer, General Manager Wesley Hompe and Director of Operations John Harren. Absent was Commissioner Joe Gimse.

Committee Chair Schrupp called the meeting to order at 1:00 p.m.

\*\*\*\*\*

**AGENDA ITEMS:**

➤ **Personnel Policies for review & discussion:**

There are two (2) new policies to be adopted for consideration. The FMLA Policy is in response to recent legislation, and the PDO Donation Policy has been created to allow employees to donate time off to those who require it. The Workers' Compensation Policy is being updated after consulting with the League of Minnesota Cities (LMC). Following Committee approval of the policies, the policies will be presented to the WMU Commission for approval. (The three listed policies have been forwarded to Attorney Madden for his review.)

➤ **FMLA (Family & Medical Leave Act Policy)**

FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance. Employee eligibility requirements and associated policy guidelines were reviewed.

Following discussion, Commissioner Schrupp offered a motion to approve the FMLA Policy as presented. Commissioner Laumer seconded the motion which carried by a vote of two ayes and zero nays.

➤ **Workers' Compensation Policy**

Workers' Compensation Policy is the coverage by which WMU would compensate employees for injuries arising out of or in the course of their WMU employment. (Note: Not all injuries that occur at work or during work hours are subject to Workers' Compensation.) Guidelines and stipulations concerning the proposed Workers' Compensation were reviewed.

Following discussion, Commissioner Schrupp offered a motion to approve the Workers' Compensation Policy as presented. Commissioner Laumer seconded the motion which carried by a vote of two ayes and zero nays.

➤ **PDO Donation**

WMU recognizes that a catastrophic illness and/or serious health condition of an employee may deplete an employee's available paid leave (PDO: Personal Days Off and CT: Compensatory Time Off). This policy is meant to provide employees with the option of assisting fellow employees at such a time. Clarification of the policy and the guideline requirements were reviewed. This policy is being created for all employees (union & non-union) with qualifying events as stipulated. All WMU employees would be eligible as recipients, whether they have previously participated as a donor or not.

Employee donations would be accepted only one time a year. Additional verbiage to be included in the policy was presented by the Labor Committee for consideration.

Following further discussion, it was the consensus of the Labor Committee to delay any action on the PDO Donation Policy until legal review has been received from Attorney Madden.

➤ **Consideration for Staffing Position Adjustments:**

- **Foreman/Forewoman – Water/Heating Department**
- **Foreman/Forewoman – Power Production**

Memos of Understanding (MOU) have been established and agreed upon between WMU and IBEW Local Union #160 for the Foreman/Forewoman positions in both the Water/Heating and the Power Production Departments.

Following discussion, Commissioner Schrupp offered a motion to approve the Memos of Understanding along with the position descriptions for the Foreman/Forewoman positions in the Water/Heating Department and the Power Production Department as presented. Commissioner Laumer seconded the motion which carried by a vote of two ayes and zero nays.

➤ **Supervisor of Facilities & Purchasing**

A review of the position description and title were discussed. Following discussion, Commissioner Laumer offered a motion to approve the position description for the Supervisor of Facilities & Purchasing as presented. Commissioner Schrupp seconded the motion which carried by a vote of two ayes and zero nays.

➤ **Miscellaneous:**

General Manager Hompe informed the Commission of a possible future staffing requirement which would need to be filled by the end of 2015 (prior to becoming a Transmission Owner). The proposed title for this position would be Scheduling Analyst. This position will be necessary to assist in fulfilling the duties and additional responsibilities which encompass WMU becoming a TO beginning in 2016.

➤ **Adjournment:**

There being no further business to come before the WMU Labor Committee, Commissioner Laumer offered a motion to adjourn the meeting at 2:40 p.m. Commissioner Schrupp seconded the motion which carried by a vote of two ayes and zero nays.



**WILLMAR MUNICIPAL UTILITIES**  
**WMU PLANNING COMMITTEE MEETING MINUTES**  
**FEBRUARY 18, 2015 - 11:30 A.M.**  
**WMU CONFERENCE ROOM**

Present: Commissioners Dan Holtz (Chair), Jeff Nagel & Justin Mattern, Wesley Hompe, John Harren, Tim Hunstad, and Chris Carlson.

Committee Chair Holtz called the meeting to order at 11:37 a.m. Chair Holtz next presented the opportunity to Commissioners Nagel and Mattern to preside as Chair of the WMU Planning Committee. Following discussion, it was the consensus that Commissioner Holtz will remain as Chair of the WMU Planning Committee.

\*\*\*\*\*

**AGENDA ITEMS:**

**1. Priam Substation Project Update:**

General Manager Hompe informed the Committee that the land acquisition has been completed for the project. WMU and Great River Energy (GRE) are working together on the details of the Memo of Understanding (MOU). One major piece of the MOU to be determined is the actual investment in transmission assets (investment in MISO). The MOU also addresses the responsibilities and ownership of each of the entities involved in the transmission project. Hompe continued with a description of the project components including future transmission asset investments. Data regarding WMU becoming a TO beginning on January 1, 2016 were discussed including the need to create the best possible MOU to meet WMU's future transmission needs and investments.

Power Supply Manager Carlson presented a status update on the process of becoming a TO. The actual TO application has been completed. A process complete check list that will be reviewed during a scheduled meeting later today. Submission of the TO application will follow. WMU would next be added to the agenda of MISO's governing board meeting for consideration (this could take 2-4 months depending on the timing of their meetings). Once approved, membership would go into effect January 1, 2016. Discussion continued regarding the process.

**2. MCR Performance Solution Proposal:**

MCR Performance Solutions is a firm which assists municipal utilities in taking advantage of opportunities in today's changing markets, develops new sources of revenues, manages risk while controlling costs, and achieving fair treatment in the regulatory process. In 2014, MCR worked with WMU to find transmission costs that should be included into the annual MISO revenue requirement that resulted in increased annual revenue that exceeded their fees. MCR has the expertise to assist WMU in negotiating the MOU with GRE. Considerable discussion continued regarding the factors and steps involved in establishing a MOU that would be to the best interest of WMU. Time factoring into the entire project was further discussed.

MCR presented a proposal to conduct a transmission revenue neutrality analysis and a financial evaluation of the Willmar substation in order to better negotiate a MOU with GRE for developing the proposed Priam Substation. MCR would initiate the development of the transmission ownership strategy for the Priam Substation and further development of transmission facilities. The Priam Substation project has been developed in an effort to increase the transmission reliability in the Willmar area. By investing in the Priam substation, WMU be able to budget an annual MISO return between \$300,000 and \$400,000. The MCR proposal is in the estimated amount of \$40,000. This proposal will be presented to the Commission for consideration at the MUC meeting on 2/23/15.

Following discussion, it was the consensus of the WMU Planning Committee to move forward with the MCR proposal. A breakdown of the proposals fees will be requested from MCR.

**3. Burns & McDonnell: Resource Planning & Local Generation Options**

Following the gathering of data addressing the local generation options, consulting firm Burns & McDonnell has developed nine scenarios for consideration. This listing will be brought down to 3-5 options for further consideration. A model has been prepared to assist in determining the most beneficial option to pursue regarding WMU's local generation. A tentative date for presentation to the Commission is March 23<sup>rd</sup>.

**4. Final draft of Xcel-WMU Interconnection Agreement**

The final draft of the Xcel-WMU Interconnection Agreement has been reached. Attorney Robert Jablon has been an intricate component in the development of this agreement.

**5. Risk Management Plan Consulting Services**

Director of Operations Harren presented a proposed service agreement with Burns & McDonnell to conduct a Risk Management Plan (RMP) Compliance Audit of two water chlorination systems in Willmar. These chlorination systems are located at the Northeast Water Treatment Plant and the Southwest Water Treatment Plant. This mandatory audit is required every 3 years by EPA. It was the consensus of the Planning Committee to recommend to the Commission to accept the proposal from Burns & McDonnell to conduct the RMP Compliance Audit of the two chlorination systems.

**6. Wind Turbine Report:**

General Manager Hompe reviewed with the Committee the WMU Wind Report (2009-2014). This analytical report contained data for WMU's wind turbine generators (WTG #3 & WTG #4) including monthly production figures and production costs.

**7. Miscellaneous:**

A request was presented to schedule an informational tour of the WMU facilities in early spring (possibly in April).

**Adjournment:**

Following discussion, Commissioner Mattern offered a motion to adjourn the meeting of the WMU Planning Committee at 1:22 p.m. Commissioner Holtz seconded, and the motion was carried by a vote of two ayes and zero nays (Commissioner Nagle departed at 1:00 p.m.)

**WILLMAR PLANNING COMMISSION  
CITY OF WILLMAR, MN  
WEDNESDAY, FEBRUARY 18, 2015**

**MINUTES**

1. The Willmar Planning Commission met on Wednesday, February 18, 2015, at 7:00 p.m. at the Willmar City Offices Conference Room #2.

**Members Present:** Gary Geiger, Andrew Engan, Aaron Larson, Scott Thaden, Bob Poe, and Steve Gardner.

**Members Absent:** Randy Czarnetzki, Margaret Fleck, and Rolf Standfuss.

**Others Present:** Bruce Peterson – Director of Planning and Development Services, Sean Christensen – Public Works Director, Gary Hendrickson – Fire Chief, Steve & Heidi Ahmann, Craig Meyer, John Chester, and Larry Cain.

2. MINUTES: The minutes of the January 14, 2015 meeting were approved as submitted.
3. INTRODUCTION OF NEW MEMBERS: Steve Gardner was introduced as a new member. Rolf Standfuss was unable to attend the meeting.
4. AHMANN PUD CONDITIONAL USE PERMIT – FILE NO. 15-01

The public hearing convened at 7:03p.m. Being requested was a conditional use permit for a 13 lot planned unit development on property being platted at Genesis 3<sup>rd</sup> Addition. The PUD was intended to have 13 lots for four twin homes and five single family homes. An outlot is being provided for stormwater retention. Also included in the PUD is a 30' wide street with a right-of-way width of 50'. The street would be an extension of 18<sup>th</sup> Street Southeast.

Steve Ahmann, the developer, said he was requesting a 30' wide street due to the narrow width of the property. He said such narrow streets are accepted in metropolitan communities as they reduce the amount of impervious surface and stormwater runoff. Mr. Ahmann explained the size of the storm pond as being necessary due to the City's failure to require a larger pipe under 19<sup>th</sup> Street Southeast to County Ditch 23. He said he had met with property owners to the west regarding an easement to connect his water main to Lakeland Drive, but they were not agreeable to it. The cul-de-sac radius was reduced to be consistent with another project that is intended (proposed but not yet approved) for the site north of the Ahmann property. He said an association would be responsible for the storm pond. He requested that the street be made a public street.

No one appeared to speak for or against the conditional use permit request.

Sean Christenson, Public Works Director, addressed the Commission with comments about storm drainage, the water main, and the street proposal. Mr. Christenson said that there is a large storm sewer on 7<sup>th</sup> Avenue that could accommodate storm drainage from the development, but that it would have to be delivered through storm sewer in 18<sup>th</sup> Street Southeast (that does not currently exist). Mr. Christenson said the 12" line crossing 19<sup>th</sup> Street Southeast restricts the flow upstream and that Mr. Ahmann's storm water controls would consist of a detention pond. Mr. Christenson said that the looped water main is essential for added capacity, redundancy of flows, and better water quality, in addition to improved fire protection. He suggested that an easement to the west for water main would not impact future development of those built lots. It was noted that a 6' easement already exists along the one property line. Mr. Christenson concluded his comments by saying that the City doesn't approve/accept public streets unless they are dedicated with a 70' right-of-way and constructed with a 42' street. The reasons he cited were on-street parking, emergency vehicle access, and snow removal.

Staff acknowledged the potential benefits of narrower streets, but indicated that a narrow public street is not in the public's best interest as it doesn't provide the function or benefits expected of public streets.

Fire Chief Gary Hendrickson discussed the issue of street access width for emergency equipment. He stated that the ability to accommodate their aerial equipment was very important. A minimum width of 30' for the street would be okay if there was no parking. If there was parking on one side, a minimum width of 34' would be required. Mr. Hendrickson said that if the street was private, a fire access road of 26' could be allowed with no parking. He also stated the need for a water loop to Lakeland Drive to provide the flows necessary to combat fires in the development. He would prefer a cul-de-sac with a 96' diameter to facilitate emergency vehicle movement at the end of the street, though in some instances a "hammer" could be allowed.

The public hearing closed at 7:45p.m.

The Planning Commission discussed options for water main access to Lakeland Drive. The question was raised if requiring a private road without parking would be a deal breaker. Mr. Ahmann responded that potential buyers said they prefer not to have a private road due to ongoing maintenance obligations and expenditures.

A motion was made by Mr. Geiger, seconded by Mr. Thaden that the Planned Unit Development Conditional Use Permit be approved with the following conditions:

- a) The street shall be built as a private street as it does not meet City standards.
- b) The street will be constructed at a minimum width of 30' without parking, or 34' with parking on one side.
- c) A 50' right-of-way will be the minimum required for a private street.

- d) Private covenants or declaration shall be recorded with the plat for the common space (including the street and storm water area) and unit maintenance prior to the issuance of any building permits.
- e) Storm water calculations shall be submitted for review and approval by the Public Works Director prior to the issuance of any building permits. The Storm Water Ordinance shall be met at all times.
- f) The water main shall be looped to Lakeland Drive as per Fire Chief and Public Works Director requirements.
- g) The plat of Genesis 3<sup>rd</sup> Addition shall be approved and recorded prior to the issuance of any building permits.
- h) The use shall meet all applicable local, state, and federal laws and regulations at all times.

The Planning Commission reviewed and made the required findings of fact. The motion then carried on a unanimous roll call vote.

A motion was made by Mr. Thaden, seconded by Mr. Geiger to take the plat of Genesis 3<sup>rd</sup> Addition off the table. The motion carried.

A motion was made by Mr. Gardner, seconded by Mr. Larson to approve the preliminary plat of Genesis 3<sup>rd</sup> Addition with the same conditions as the previously approved PUD conditional use permit. The motion carried.

5. CHAPPELL MANUFACTURING PLAN REVIEW – FILE NO. 15-02

The Committee discussed a plan submitted by Chappell Manufacturing for a 10,000 square foot addition to their manufacturing facility on west Trott Avenue (see file for legal). The addition is to be constructed with a 26' sidewall height. Chappell Manufacturing is a manufacturer of component parts for a number of end users. The only issue identified in the course of plan review was that of storm water management. No storm water plans have been provided for the project.

A motion was made by Mr. Gardner, seconded by Mr. Geiger to approve the plans for the Chappell Manufacturing expansion with the following conditions:

- a) Storm water calculations shall be submitted for review and approval by the Public Works Director prior to the issuance of the building permit. The Storm Water Ordinance shall be met at all times.
- b) The use shall meet all applicable local, state, and federal laws and regulations at all times.

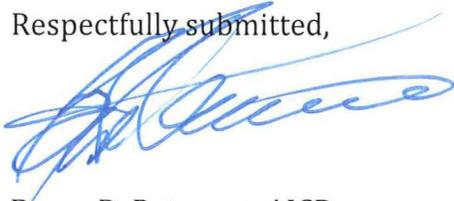
The Planning Commission reviewed and made the required findings of fact for the plan review. The motion carried.

6. PROPOSED STREET VACATION

Staff presented a preliminary request for the vacation of a public street in southeast Willmar. The person requesting the vacation owns all of the property along one side of the street which is a dead end. The property on the other side of the street is State Highway right-of-way. It was acknowledged that because of its location and planned environmental changes in the area, the property had little or no future development potential. It was suggested that staff follow up with the property owners to solicit a formal vacation petition and to discuss with an adjacent property owner means of access to their property should the vacation occur.

7. There being no further business to come before the Commission, the meeting adjourned at 8:25p.m.

Respectfully submitted,



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

**PLANNING COMMISSION – FEBRUARY 18, 2015**

**STAFF COMMENTS**

1. Ahmann Conditional Use Permit – File 15-01

The applicants are Steve and Heidi Ahmann of Willmar, Minnesota.

They are requesting a conditional use permit for a 13 lot planned unit development on property being platted as Genesis Third Addition. The PUD would contain four twin homes (8 units) plus five single family homes. The PUD is being requested because the street shown doesn't meet City standards for right-of-way or street width, as well as to allow reduced right-of-way setbacks. The street within the PUD would be an extension of 18<sup>th</sup> Street Southeast.

The twin homes would have shared/common walls, roofs, siding, etc. A maintenance agreement will be required. The planned unit development shall have covenants and declarations detailing use of common space, maintenance, etc. and shall be recorded with the plat.

The PUD lots meet or exceed minimum requirements, as do the perimeter setbacks. Flexibility for a right-of-way setback of 15' has been requested, in accordance with PUD standards. The proposed site density meets the ordinance requirements.

The PUD is being proposed with a public street that doesn't meet City design/construction standards. The Public Works Director recommends that the street be private, due to less than standard street width and cul-de-sac radius. The Fire Marshal has requested a minimum street width of 34' if parking is allowed on one side, or 30' without parking. Traditionally, those street widths are found on private streets in planned unit developments where additional parking options exist.

The water main needs to be looped to Lakeland Drive Southeast for water quality and fire flow purposes. Two hydrants will be required.

A storm water pond is shown on the plans; storm water calculations will be required.

No building elevations were available for viewing, but it is anticipated that the style of the homes would be consistent with other one and two family homes in the area.

**RECOMMENDATION:** To approve the planned unit development conditional use permit with the following conditions:

- Private covenants or declarations shall be recorded with the plat for the common space and unit maintenance prior to the issuance of any building permits.
- The street shall be built as a private street as it does not meet City standards. Parking will be in short supply without adequate right-of-way width to afford on-street parking.

- Storm water calculations shall be submitted for review and approval by the Public Works Director prior to the issuance of any building permits. The Storm Water Ordinance shall be met at all times.
- The water main shall be looped to Lakeland Drive as per Fire Marshall and Public Works Director requirements.
- The plat of Genesis Third Addition shall be approved and recorded prior to the issuance of any building permits.
- The use shall meet all applicable local, state, and federal laws and regulations at all times.

2. Chappell Manufacturing Plan Review– File 15-02

The applicant is Chappell Manufacturing of Willmar, Minnesota.

The applicant is requesting plan review approval for their manufacturing facility expansion on property described as part of Section 16, TWP 119, and Range 35. The property is located at 1950 Trott Avenue Southwest.

The site is zoned I-1, Limited Industry, and expansion of manufacturing facilities requires plan review in that district.

The proposed project is a 100 foot by 100 foot (10,000 sq. ft.) expansion to the existing manufacturing facility. It would be accompanied by an expansion of their parking lot to accommodate truck access and employee parking.

The construction of the addition would match the existing building. There are no proposed changes to the existing use, and there should be no impacts on surrounding properties. The facility has operated successfully at the current location and it is not anticipated that the expansion would impact the operation from an external standpoint.

**RECOMMENDATION:** To approve the plan review with the following condition:

- Storm water calculations shall be submitted for review and approval by the Public Works Director prior to the issuance of a building permit. The Storm Water Ordinance shall be met at all times.
- The use shall meet all applicable local, state, and federal laws and regulations at all times.



**WILLMAR**



**PUBLIC WORKS**

---

**DIRECTOR/CITY ENGINEER**

City Office Building  
Box 755 320-235-4202

**STREET/PARK SUPERINTENDENT**

801 W. Hwy. 40 320-235-3827

**WASTEWATER TREATMENT**

3000 75th St. SW 320-235-4760

Willmar, Minnesota 56201

Fax 320-235-4917

[www.ci.willmar.mn.us](http://www.ci.willmar.mn.us)

February 4, 2015

RE: Genesis Addition

Dear Planning and Zoning Commission:

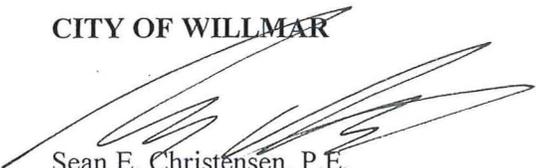
I have reviewed the information submitted regarding the Genesis Addition and have the following remarks:

1. Engineering design best practices suggest looping all water mainlines. This will provide fresher water as well as offer enhanced volume for improved fire protection. Connecting waterlines in a loop configuration will provide additional supply in the event of a watermain break.
2. Current City Construction Standards do not allow narrow public streets. If a less-than-standard width street is desired the developer may consider a privately owned and maintained street.

Please contact me at 320-235-4913 with any questions.

Sincerely,

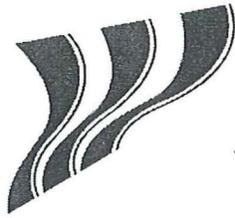
**CITY OF WILLMAR**



Sean E. Christensen, P.E.  
Public Works Director/City Engineer

Cc: Mr. Bruce Peterson, AICP





★ WILLMAR

WILLMAR FIRE DEPARTMENT  
FIRE CHIEF  
515 SW 2<sup>ND</sup> ST

WILLMAR, MN 56201-0932  
320-235-1354

Community Development  
Attention: Bruce Peterson  
333 6<sup>th</sup> Street South  
Willmar, MN 56201

February 3, 2015

Dear Mr. Peterson

Please find my comments for the proposed Genesis developments 3<sup>rd</sup> addition for the Community Development Commission.

**Access Road**

In order to maintain the public safety of the property owners within the proposed plat I will accept a minimum road width of 34' with parking on one side of the street; the other side of the street must be posted as no parking fire lane. If the developer proposes a narrower street than 34' the absolute minimum street width I will accept is 30' and would require no parking fire lane signs be posted on both sides of the street. The width requirements outlined above are required so the fire department would be able to respond with Ladder 8 or Ladder 9 in the event an elevated master stream or ladder was required to extinguish the fire or affect a rescue.

**Water Supply**

Per the current Fire Marshal Policy all water mains are to be a minimum of 8" in diameter. Additionally for the safety of the homeowners and the safety of the fire department in the event of a fire the water main needs to be looped out to Lakeland Drive South East. Dead end water supplies often do not produce adequate pressure to fight a fire. Moreover in the event of a water main break the fire department has limited access to another water source.

**Hydrants**

There needs to be a minimum of 2 fire hydrants on the proposed street; 1 at the beginning of the new proposed street and 18th St SE and 1 at the end of the cul-de-sac.

If you have further questions or concerns please feel free to contact me.

Kind Regards,

Gary Hendrickson

Fire Chief/Fire Marshal

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
AFFORDABLE PUMPING SERVI			002404											
	42008	02/25/15	SEPTIC PUMPING	330.00		27423		D	N				CLEANING AND WAS	230.43430.0338
AMERICAN PLANNING ASSOCI			000053											
	42009	02/25/15	DESCHEPPER-MBRSHP DUES	392.00		240739-1514		D	N				SUBSCRIPTIONS AN	101.41402.0443
AMERICAN WELDING & GAS I			000057											
	42010	02/25/15	SIGN FOR BUCKET TRUCK	1.60		03069466		D	N				MTCE. OF EQUIPME	101.43425.0224
	42010	02/25/15	FIRE EXT. INSPECTION	536.75		03072295		D	N				MTCE. OF EQUIPME	101.43425.0334
	42010	02/25/15	FIRE EXT. SPRING CLIP	27.38		03076273		D	N				MTCE. OF EQUIPME	101.43425.0224
	42010	02/25/15	CYLINDER RETEST	154.00		03082033		D	N				PROFESSIONAL SER	101.42412.0446
	42010	02/25/15	WELDING GAS	33.86		03095995		D	N				GENERAL SUPPLIES	101.43425.0229
	42010	02/25/15	WELDING GAS	20.53		03096276		D	N				GENERAL SUPPLIES	101.43425.0229
			VENDOR TOTAL	774.12		*CHECK TOTAL								
ANNUAL OUTDOORS			002672											
	42011	02/25/15	SNOW REMOVAL	105.00		993		D	M	07			OTHER SERVICES	101.41409.0339
APPERT'S FOOD SERVICE			002526											
	42012	02/25/15	CONCESSION SUPPLIES	464.95		502110275		D	N				GENERAL SUPPLIES	101.45433.0229
ATLAS BUSINESS SOLUTIONS			003153											
	42013	02/25/15	SCHEDULING SUBSCRIPTION	768.00		IVC086083		D	N				SUBSCRIPTIONS AN	101.42411.0443
BERNICK'S PEPSI-COLA CO			000103											
	42014	02/25/15	OFFICE COFFEE	78.96		19283		D	N				GENERAL SUPPLIES	101.43425.0229
BREMER BANK			000263											
	41997	02/18/15	2014 BOND PYMT-I	2,037.39		021115		D	N				INTEREST	314.47100.0444
BRISENDINE/STEVE			002453											
	42015	02/25/15	MILEAGE 2/19/15	93.15		021915		D	N				TRAVEL-CONF.-SCH	101.45432.0333
BROWNELLS INC			001441											
	42016	02/25/15	TRAINING ROUNDS	35.70		10951994.00		D	N				GENERAL SUPPLIES	101.42411.0229
BSE			001980											
	42017	02/25/15	RETURNED LIGHT SWITCH	154.77CR		908822414		D	N				MTCE. OF STRUCTU	101.43425.0225
	42017	02/25/15	LIGHT BULBS FOR BLDG	51.24		908824907		D	N				MTCE. OF STRUCTU	230.43430.0225
	42017	02/25/15	LIGHT BULBS FOR BLDG	485.10		908854561		D	N				MTCE. OF STRUCTU	230.43430.0225
	42017	02/25/15	BALLAST	111.35		908863050		D	N				MTCE. OF STRUCTU	230.43430.0225
			VENDOR TOTAL	492.92		*CHECK TOTAL								
BURNHAM COMPANIES			003151											
	42018	02/25/15	GRINDING BRUSH PILE	1,125.00		3113		D	N				OTHER SERVICES	101.43425.0339

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
BUSINESSWARE SOLUTIONS			002776											
	42019	02/25/15	HP LASERJET M602X	1,698.00		231153		D	N				SMALL TOOLS	101.41409.0221
	42019	02/25/15	PRINT/PAGE COUNT	7.74		232378		D	N				OFFICE SUPPLIES	101.41400.0220
	42019	02/25/15	PRINT/PAGE COUNT	19.04		232378		D	N				OFFICE SUPPLIES	101.41402.0220
	42019	02/25/15	PRINT/PAGE COUNT	9.75		232378		D	N				OFFICE SUPPLIES	101.41403.0220
	42019	02/25/15	PRINT/PAGE COUNT	13.48		232378		D	N				OFFICE SUPPLIES	101.41404.0220
	42019	02/25/15	PRINT/PAGE COUNT	229.35		232378		D	N				OFFICE SUPPLIES	101.41405.0220
	42019	02/25/15	PRINT/PAGE COUNT	45.93		232378		D	N				OFFICE SUPPLIES	101.41409.0220
	42019	02/25/15	PRINT/PAGE COUNT	104.91		232378		D	N				OFFICE SUPPLIES	101.42411.0220
	42019	02/25/15	PRINT/PAGE COUNT	24.45		232378		D	N				OFFICE SUPPLIES	101.43417.0220
	42019	02/25/15	PRINT/PAGE COUNT	89.35		232378		D	N				OFFICE SUPPLIES	101.43425.0220
	42019	02/25/15	PRINT/PAGE COUNT	20.71		232378		D	N				OFFICE SUPPLIES	101.45433.0220
	42019	02/25/15	PRINT/PAGE COUNT	3.90		232378		D	N				OFFICE SUPPLIES	101.45435.0220
	42019	02/25/15	PRINT/PAGE COUNT	122.08		232378		D	N				OFFICE SUPPLIES	651.48484.0220
	42019	02/25/15	PRINT/PAGE COUNT	43.76		232611		D	N				OFFICE SUPPLIES	101.42412.0220
			VENDOR TOTAL	2,432.45										
				2,432.45		*CHECK TOTAL								
CALVIN/MARVIN B			001998											
	42020	02/25/15	MILEAGE 1/22/15	12.65		012215		D	N				TRAVEL-CONF.-SCH	101.41401.0333
CAMBRIA SUITES			003152											
	42006	02/25/15	FLATTEN-LODGING EXPENSE	286.72		377513013		D	N				TRAVEL-CONF.-SCH	101.42411.0333
CANON FINANCIAL SERVICES			002336											
	42021	02/25/15	COPIER LEASE AGRMT	24.88		14616075		D	N				RENTS	101.43425.0440
CARDMEMBER SERVICE			002365											
	42003	02/20/15	FIRE CODE SUBSCRIPTION	104.63		STMT/1-15		D	N				PREPAID EXPENSES	101.128000
	42003	02/20/15	STEVENS-APPRC EVENT	20.00		STMT/1-15		D	N				TRAVEL-CONF.-SCH	101.41400.0333
	42003	02/20/15	CALVIN-ANNUAL MTG/APPRECIATION	20.00		STMT/1-15		D	N				TRAVEL-CONF.-SCH	101.41401.0333
	42003	02/20/15	NETWORK CABLES	26.16		STMT/1-15		D	N				SMALL TOOLS	101.41409.0221
	42003	02/20/15	IPAD KEYBOARDS	73.90		STMT/1-15		D	N				SMALL TOOLS	101.41409.0221
	42003	02/20/15	SERVER RACK SHELVES	138.87		STMT/1-15		D	N				MTCE. OF EQUIPME	101.41409.0224
	42003	02/20/15	TRAINING VIDEO SERIES	37.50		STMT/1-15		D	N				TRAVEL-CONF.-SCH	101.41409.0333
	42003	02/20/15	BROADCASTER SUBSCRIPTION	49.00		STMT/1-15		D	N				SUBSCRIPTIONS AN	101.41409.0443
	42003	02/20/15	TV VIEWER LICENSE (FD)	30.00		STMT/1-15		D	N				LICENSES AND TAX	101.41409.0445
	42003	02/20/15	TV VIEWERS LICENSE (WTP)	30.00		STMT/1-15		D	N				LICENSES AND TAX	101.41409.0445
	42003	02/20/15	WEBSITE HOSTING FEE	92.31		STMT/1-15		D	N				PROFESSIONAL SER	101.41409.0446
	42003	02/20/15	FOREIGN TRANS. FEE	0.60		STMT/1-15		D	N				OTHER CHARGES	101.41409.0449
	42003	02/20/15	FOREIGN TRANS. FEE	0.60		STMT/1-15		D	N				OTHER CHARGES	101.41409.0449
	42003	02/20/15	REPL. DEFIBRILLATOR BATT	153.00		STMT/1-15		D	N				MTCE. OF EQUIPME	101.42411.0224
	42003	02/20/15	RETURNED DOG SUPPLIES	19.99CR		STMT/1-15		D	N				GENERAL SUPPLIES	101.42411.0229
	42003	02/20/15	DOG HANDLING SUPPLIES	197.91		STMT/1-15		D	N				GENERAL SUPPLIES	101.42411.0229
	42003	02/20/15	DOG HANDLING SUPPLIES	156.98		STMT/1-15		D	N				GENERAL SUPPLIES	101.42411.0229
	42003	02/20/15	DOG HANDLING SUPPLIES	55.84		STMT/1-15		D	N				GENERAL SUPPLIES	101.42411.0229
	42003	02/20/15	DOG HANDLING SUPPLIES	58.98		STMT/1-15		D	N				GENERAL SUPPLIES	101.42411.0229
	42003	02/20/15	DOG HANDLING SUPPLIES	31.99		STMT/1-15		D	N				GENERAL SUPPLIES	101.42411.0229
	42003	02/20/15	ANDERSON/HOLME LODGING	84.99		STMT/1-15		D	N				TRAVEL-CONF.-SCH	101.42411.0333
	42003	02/20/15	LIVINGOOD/WOSMEK LODGING	84.99		STMT/1-15		D	N				TRAVEL-CONF.-SCH	101.42411.0333

















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
NELSON INTERNATIONAL 000568														
	42068	02/25/15	#159115-TRUCK INSP.	83.47		317854		D	N				MTCE. OF EQUIPME	101.43425.0334
	42068	02/25/15	DOUBLE PYMT INV. 316794	19.48CR		626330		D	N				MTCE. OF EQUIPME	101.43425.0224
	42068	02/25/15	FILTERS/WIRE HARNESS	170.28		629383		D	N				INVENTORIES-MDSE	101.125000
				234.27										
				234.27										
			VENDOR TOTAL	234.27										
*CHECK TOTAL														
NEXTEL COMMUNICATION 000578														
	42069	02/25/15	CELLULAR PHONE USAGE	1,863.03		317498885-081		D	N				COMMUNICATIONS	101.41409.0330
NORTH AMERICAN STATE BAN 003068														
	42002	02/18/15	2014 BOND PYMT-I	2,037.39		021115		D	N				INTEREST	314.47100.0444
NORTHERN STATES SUPPLY 000585														
	42070	02/25/15	#130012-BOLTS	19.00		10-524587		D	N				MTCE. OF EQUIPME	101.43425.0224
	42070	02/25/15	STREET SWEEPER PARTS	2.76		10-524636		D	N				MTCE. OF EQUIPME	101.43425.0224
	42070	02/25/15	#130012-BOLTS	19.59		10-524776		D	N				MTCE. OF EQUIPME	101.43425.0224
	42070	02/25/15	SMALL TOOLS	7.70		10-524779		D	N				SMALL TOOLS	101.43425.0221
	42070	02/25/15	PLOW BOLTS	28.55		10-524894		D	N				MTCE. OF EQUIPME	101.43425.0224
	42070	02/25/15	SIGN BOLTS/WASHERS	43.25		10-525151		D	N				MTCE. OF OTHER I	101.43425.0226
	42070	02/25/15	PLOW BOLTS	41.08		10-525209		D	N				MTCE. OF EQUIPME	101.43425.0224
	42070	02/25/15	SAW BLADE	14.05		10-525262		D	N				SMALL TOOLS	101.43425.0221
	42070	02/25/15	RESHARPEN PLANER BLADES	40.00		909756		D	N				MTCE. OF EQUIPME	101.45435.0334
	42070	02/25/15	FIRST AID KIT	22.70		915358		D	N				SUBSISTENCE OF P	101.43425.0227
	42070	02/25/15	FIRST AID KIT	22.70		916408		D	N				SUBSISTENCE OF P	101.43425.0227
	42070	02/25/15	FIRST AID KITS	68.10		917800		D	N				SUBSISTENCE OF P	101.43425.0227
				329.48										
			VENDOR TOTAL	329.48										
*CHECK TOTAL														
OAKRIDGE HOTEL .01807														
	42071	02/25/15	KARDELL-LODGING EXPENSE	336.66		4811/4812		D	N				TRAVEL-CONF.-SCH	101.41402.0333
OFFICE SERVICES 000589														
	42072	02/25/15	PHOTO COPIES-JAN/FEB	9.08		STMT/1-15		D	N				OFFICE SUPPLIES	101.41400.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	0.11		STMT/1-15		D	N				OFFICE SUPPLIES	101.41400.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	87.98		STMT/1-15		D	N				OFFICE SUPPLIES	101.41401.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	46.69		STMT/1-15		D	N				OFFICE SUPPLIES	101.41401.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	225.23		STMT/1-15		D	N				OFFICE SUPPLIES	101.41402.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	18.81		STMT/1-15		D	N				OFFICE SUPPLIES	101.41402.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	49.13		STMT/1-15		D	N				OFFICE SUPPLIES	101.41403.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	34.66		STMT/1-15		D	N				OFFICE SUPPLIES	101.41403.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	20.48		STMT/1-15		D	N				OFFICE SUPPLIES	101.41404.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	97.32		STMT/1-15		D	N				OFFICE SUPPLIES	101.41404.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	2.33		STMT/1-15		D	N				OFFICE SUPPLIES	101.41405.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	12.58		STMT/1-15		D	N				OFFICE SUPPLIES	101.41405.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	2.03		STMT/1-15		D	N				OFFICE SUPPLIES	101.41409.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	5.30		STMT/1-15		D	N				OFFICE SUPPLIES	101.41409.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	56.78		STMT/1-15		D	N				OFFICE SUPPLIES	101.43417.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	67.61		STMT/1-15		D	N				OFFICE SUPPLIES	101.43417.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	21.15		STMT/1-15		D	N				OFFICE SUPPLIES	101.43425.0220

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
OFFICE SERVICES			000589											
	42072	02/25/15	PHOTO COPIES-JAN/FEB	9.46		STMT/1-15		D	N				OFFICE SUPPLIES	101.43425.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	2.55		STMT/1-15		D	N				OFFICE SUPPLIES	101.45432.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	48.71		STMT/1-15		D	N				OFFICE SUPPLIES	101.45432.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	10.30		STMT/1-15		D	N				OFFICE SUPPLIES	101.45433.0220
	42072	02/25/15	PHOTO COPIES-JAN/FEB	0.84		STMT/1-15		D	N				OFFICE SUPPLIES	651.48484.0220
				829.13										
			VENDOR TOTAL	829.13		*CHECK TOTAL								
PRINT MASTERS			000624											
	42073	02/25/15	VISITOR BAG MAPS	585.00		78899		D	N				PRINTING AND PUB	208.45005.0331
PRO ACTION			001782											
	42074	02/25/15	CAPTAIN/SERGEANT BARS	29.95		12773		D	N				SUBSISTENCE OF P	101.42411.0227
	42074	02/25/15	CSO UNIFORMS	99.99		12809		D	N				SUBSISTENCE OF P	101.42411.0227
				129.94										
			VENDOR TOTAL	129.94		*CHECK TOTAL								
QUICK SIGNS			001093											
	42075	02/25/15	HOME OF LOGO SIGN	205.00		170871		D	N				ADVERTISING	101.45433.0447
RICE HOSPITAL			001166											
	42007	02/25/15	PROCEEDS-SALE OF BLD	212,836.00		022415		D	N				OTHER CHARGES	350.47400.0449
RICOH USA INC			002101											
	42076	02/25/15	COPIER LEASE AGRMT	632.00		94213756		D	N				MTCE. OF EQUIPME	741.48001.0334
SCOTT SWANSON'S EQUIPMEN			000683											
	42077	02/25/15	PRESSURE WASHER REPAIR	195.25		39630		D	N				MTCE. OF EQUIPME	101.43425.0224
	42077	02/25/15	PRESSURE WASHER REPAIR	75.00		39630		D	N				MTCE. OF EQUIPME	101.43425.0334
				270.25										
			VENDOR TOTAL	270.25		*CHECK TOTAL								
SERVICE CENTER/CITY OF W			000685											
	42078	02/25/15	EQUIPMENT REPAIR-OIL	16.64		STMT/1-15		D	N				MOTOR FUELS AND	101.41402.0222
	42078	02/25/15	GAS-92.4 GALLONS	177.51		STMT/1-15		D	N				MOTOR FUELS AND	101.41402.0222
	42078	02/25/15	EQUIPMENT REPAIR-PARTS	8.32		STMT/1-15		D	N				MTCE. OF EQUIPME	101.41402.0224
	42078	02/25/15	GAS-10.14 GALLONS	20.23		STMT/1-15		D	N				MOTOR FUELS AND	101.41408.0222
	42078	02/25/15	EQUIPMENT REPAIR-OIL	72.80		STMT/1-15		D	N				MOTOR FUELS AND	101.42411.0222
	42078	02/25/15	GAS-2205.87 GALLONS	4,309.99		STMT/1-15		D	N				MOTOR FUELS AND	101.42411.0222
	42078	02/25/15	EQUIPMENT REPAIR-PARTS	42.50		STMT/1-15		D	N				MTCE. OF EQUIPME	101.42411.0224
	42078	02/25/15	DIESEL-188.03 GALLONS	391.75		STMT/1-15		D	N				MOTOR FUELS AND	101.42412.0222
	42078	02/25/15	GAS-92.1 GALLONS	180.01		STMT/1-15		D	N				MOTOR FUELS AND	101.42412.0222
	42078	02/25/15	GAS-26.88 GALLONS	54.57		STMT/1-15		D	N				MOTOR FUELS AND	101.43417.0222
	42078	02/25/15	EQUIPMENT REPAIR-OIL	103.43		STMT/1-15		D	N				MOTOR FUELS AND	101.43425.0222
	42078	02/25/15	DIESEL-2906.4 GALLONS	6,278.73		STMT/1-15		D	N				MOTOR FUELS AND	101.43425.0222
	42078	02/25/15	GAS-832.3 GALLONS	1,615.41		STMT/1-15		D	N				MOTOR FUELS AND	101.43425.0222
	42078	02/25/15	EQUIPMENT REPAIR-PARTS	113.96		STMT/1-15		D	N				MTCE. OF EQUIPME	101.43425.0224
	42078	02/25/15	DIESEL-15.13 GALLONS	36.92		STMT/1-15		D	N				MOTOR FUELS AND	101.45433.0222
	42078	02/25/15	GAS-72.85 GALLONS	141.25		STMT/1-15		D	N				MOTOR FUELS AND	101.45433.0222

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
SERVICE CENTER/CITY OF W			000685											
	42078	02/25/15	DIESEL-89.53 GALLONS	187.02		STMT/1-15		D	N				MOTOR FUELS AND	651.48485.0222
			VENDOR TOTAL	13,751.04	*CHECK	TOTAL								
SMEBY/ROSS			002570											
	42079	02/25/15	PLUMBING PARTS	14.68		021815		D	N				MTCE. OF STRUCTU	101.41409.0225
	42079	02/25/15	ICE MELT SUPPLIES	45.27		021815		D	N				GENERAL SUPPLIES	101.41409.0229
			VENDOR TOTAL	59.95	*CHECK	TOTAL								
STATEWIDE DISTRIBUTING I			000718											
	42080	02/25/15	CONCESSION SUPPLIES	108.30		098812		D	N				GENERAL SUPPLIES	101.45433.0229
STONE/ROBBERT			002841											
	42081	02/25/15	PLYWOOD-FOR FIRE CALL	29.26		021915		D	N				GENERAL SUPPLIES	101.42412.0229
STREICHER'S			000722											
	42082	02/25/15	LIEBL-UNIFORMS	4.99	CR	CM268858		D	N				SUBSISTENCE OF P	101.42411.0227
	42082	02/25/15	LIEBL-UNIFORMS	5.99		I1135877		D	N				SUBSISTENCE OF P	101.42411.0227
	42082	02/25/15	SCHAEFBAUER-UNIFORMS	711.87		I1135890		D	N				SUBSISTENCE OF P	101.42411.0227
	42082	02/25/15	SCHAEFBAUER-UNIFORMS	29.99		I1136093		D	N				SUBSISTENCE OF P	101.42411.0227
			VENDOR TOTAL	742.86	*CHECK	TOTAL								
SW - WEST CNTRL SERVICES			000892											
	41996	02/17/15	HEALTH INSURANCE-FEB	720.00		C282		D	N				COBRA INS PREMIU	101.120001
	41996	02/17/15	HEALTH INSURANCE-FEB	3,849.00		C282		D	N				EMPLOYER INSUR.	101.41400.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	5,358.28		C282		D	N				EMPLOYER INSUR.	101.41402.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	2,974.71		C282		D	N				EMPLOYER INSUR.	101.41403.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	1,974.26		C282		D	N				EMPLOYER INSUR.	101.41404.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	5,228.26		C282		D	N				EMPLOYER INSUR.	101.41405.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	1,332.00		C282		D	N				EMPLOYER INSUR.	101.41408.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	5,241.26		C282		D	N				EMPLOYER INSUR.	101.41409.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	350.05		C282		D	N				EMPLOYER INSUR.	101.41424.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	7,070.50		C282		D	N				RETIRED EMPLOYEE	101.41428.0818
	41996	02/17/15	HEALTH INSURANCE-FEB	26,352.96		C282		D	N				INS. PASS THROUG	101.41428.0819
	41996	02/17/15	HEALTH INSURANCE-FEB	42,415.76		C282		D	N				EMPLOYER INSUR.	101.42411.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	2,509.00		C282		D	N				EMPLOYER INSUR.	101.42412.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	7,247.26		C282		D	N				EMPLOYER INSUR.	101.43417.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	22,084.02		C282		D	N				EMPLOYER INSUR.	101.43425.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	728.50		C282		D	N				EMPLOYER INSUR.	101.45432.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	4,036.76		C282		D	N				EMPLOYER INSUR.	101.45433.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	776.40		C282		D	N				EMPLOYER INSUR.	101.45435.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	844.14		C282		D	N				EMPLOYER INSUR.	101.45437.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	11,014.86		C282		D	N				EMPLOYER INSUR.	651.48484.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	1,400.26		C282		D	N				EMPLOYER INSUR.	651.48485.0114
	41996	02/17/15	HEALTH INSURANCE-FEB	1,400.26		C282		D	N				EMPLOYER INSUR.	651.48486.0114

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
SW - WEST CNTRL SERVICES			000892											
	41996	02/17/15	HEALTH INSURANCE-MAR	720.00		C283		D	N				COBRA INS PREMIU	101.120001
	41996	02/17/15	HEALTH INSURANCE-MAR	3,849.00		C283		D	N				EMPLOYER INSUR.	101.41400.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	5,894.02		C283		D	N				EMPLOYER INSUR.	101.41402.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	2,974.71		C283		D	N				EMPLOYER INSUR.	101.41403.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	1,974.26		C283		D	N				EMPLOYER INSUR.	101.41404.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	6,407.76		C283		D	N				EMPLOYER INSUR.	101.41405.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	1,332.00		C283		D	N				EMPLOYER INSUR.	101.41408.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	5,241.26		C283		D	N				EMPLOYER INSUR.	101.41409.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	350.05		C283		D	N				EMPLOYER INSUR.	101.41424.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	7,070.50		C283		D	N				RETIRED EMPLOYEE	101.41428.0818
	41996	02/17/15	HEALTH INSURANCE-MAR	26,255.96		C283		D	N				INS. PASS THROUG	101.41428.0819
	41996	02/17/15	HEALTH INSURANCE-MAR	45,130.02		C283		D	N				EMPLOYER INSUR.	101.42411.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	2,509.00		C283		D	N				EMPLOYER INSUR.	101.42412.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	7,247.26		C283		D	N				EMPLOYER INSUR.	101.43417.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	22,084.02		C283		D	N				EMPLOYER INSUR.	101.43425.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	728.50		C283		D	N				EMPLOYER INSUR.	101.45432.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	4,036.76		C283		D	N				EMPLOYER INSUR.	101.45433.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	776.40		C283		D	N				EMPLOYER INSUR.	101.45435.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	844.14		C283		D	N				EMPLOYER INSUR.	101.45437.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	11,014.86		C283		D	N				EMPLOYER INSUR.	651.48484.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	1,400.26		C283		D	N				EMPLOYER INSUR.	651.48485.0114
	41996	02/17/15	HEALTH INSURANCE-MAR	1,400.26		C283		D	N				EMPLOYER INSUR.	651.48486.0114
			VENDOR TOTAL	314,149.50										
				314,149.50		*CHECK TOTAL								
TASC			002856											
	42083	02/25/15	ADMIN FEE	475.00		IN491600		D	N				REFUNDS AND REIM	101.41428.0882
TASER INTERNATIONAL			002266											
	42084	02/25/15	TASER BATTERIES	96.86		SI1389049		D	N				MTCE. OF EQUIPME	101.42411.0224
	42084	02/25/15	TASER BATTERIES	182.85		SI1389255		D	N				MTCE. OF EQUIPME	101.42411.0224
			VENDOR TOTAL	279.71		*CHECK TOTAL								
THOMPSON/JUDY			000949											
	42085	02/25/15	CITY ASSESSOR AD	100.00		021215		D	N				ADVERTISING	101.41404.0447
THOMSON REUTERS - WEST			001227											
	42086	02/25/15	REFERENCE MATERIALS	622.02		831282276		D	N				OFFICE SUPPLIES	101.42411.0220
TORKELSON'S LOCK SERVICE			002583											
	42087	02/25/15	LOCK REPAIR-LABOR	65.00		569268		D	N				MTCE. OF STRUCTU	101.45433.0335
TRA\MANHEIM MINNEAPOLIS			.02231											
	42088	02/25/15	OVERCHARGE ON TOWING FEE	30.00		15001986		D	N				REFUNDS AND REIM	101.41428.0882
UNIFORMS UNLIMITED			000762											
	42089	02/25/15	SCHAEFBAUER-UNIFORMS	416.20		236793		D	N				SUBSISTENCE OF P	101.42411.0227

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
US BANK EQUIPMENT FINANC	003143													
	42090	02/25/15	COPIER LEASE AGRMT	131.75		271104119		D	N				RENTS	101.41405.0440
WAL-MART COMMUNITY	000789													
	42091	02/25/15	COFFEE/FLTRS/BATTERIES	58.85		020215		D	N				GENERAL SUPPLIES	101.42411.0229
WEST CENTRAL INDUSTRIES	000801													
	42092	02/25/15	DONATION	19,200.00		022315		D	N				MEALS ON WHEELS	101.44428.0811
WEST CENTRAL PRINTING	000803													
	42093	02/25/15	DAILY REPORTS/FORMS	420.07		18197		D	N				OFFICE SUPPLIES	101.42411.0220
WEST CENTRAL SANITATION	000805													
	42094	02/25/15	GARBAGE SERVICE-FEBRUARY	26.66		6806100/2-15		D	N				CLEANING AND WAS	230.43430.0338
WEST CENTRAL TRIBUNE	000807													
	42095	02/25/15	NOTICE OF HEARING	253.38		CL03068144		D	N				PRINTING AND PUB	101.41401.0331
	42095	02/25/15	MEETING NOTICE PUB.	95.79		CL03068266		D	N				PRINTING AND PUB	101.41401.0331
	42095	02/25/15	COUNCIL PROCEEDINGS PUB.	358.44		CL03068298		D	N				PRINTING AND PUB	101.41401.0331
	42095	02/25/15	COUNCIL PROCEEDINGS PUB.	250.29		DI03156558		D	N				PRINTING AND PUB	101.41401.0331
	42095	02/25/15	COUNCIL PROCEEDINGS PUB.	741.60		DI03156559		D	N				PRINTING AND PUB	101.41401.0331
	42095	02/25/15	FREE CLASSES	146.30		36787/1-15		D	N				ADVERTISING	101.45432.0447
			VENDOR TOTAL	1,845.80										
														*CHECK TOTAL
WILLMAR DOWNTOWN DEVELOP	002348													
	42096	02/25/15	EXPENSE REIMBURSEMENT	2,025.00		01/23-02/19/15		D	N				CIVIC PROMOTION	101.45428.0812
	42096	02/25/15	EXPENSE REIMBURSEMENT	3,825.50		11/20-12/22/14		D	N				CIVIC PROMOTION	101.45428.0812
	42096	02/25/15	EXPENSE REIMBURSEMENT	74.79		12/22-12/31/14		D	N				CIVIC PROMOTION	101.45428.0812
			VENDOR TOTAL	5,925.29										
														*CHECK TOTAL
WILLMAR STINGERS BASEBAL	002814													
	42097	02/25/15	2015 SEASON TICKETS	418.00		022515		D	N				OTHER CHARGES	208.45011.0449
WILLMAR WATER & SPAS	000831													
	42098	02/25/15	WTR PURIFIER RENTAL-JAN	35.00		R10878		D	N				RENTS	101.41408.0440
	42098	02/25/15	WTR PURIFIER RENTAL-FEB	35.00		R11544		D	N				RENTS	101.41408.0440
	42098	02/25/15	DRINKING WATER	21.00		73401		D	N				SUBSISTENCE OF P	101.41408.0227
	42098	02/25/15	SOFTENER SALT	10.20		73401		D	N				GENERAL SUPPLIES	101.41408.0229
			VENDOR TOTAL	101.20										
														*CHECK TOTAL
WINDSTREAM	002100													
	42099	02/25/15	MONTHLY PHONE SERV-JAN	52.76		STMT/1-15		D	N				COMMUNICATIONS	101.45433.0330
3D SPECIALITIES INC	002726													
	42100	02/25/15	SIGN POSTS	1,260.08		447977		D	N				MTCE. OF OTHER I	101.43425.0226

ACS FINANCIAL SYSTEM  
02/25/2015 15:06:11

Vendor Payments History Report  
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR  
GL540R-V07.27 PAGE 16

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
5 STAR WALT'S LLC														
	42101	02/25/15	8.465 GALLONS UNLEADED	23.95		2.756.1A		D	N				MOTOR FUELS AND	101.42412.0222

ACS FINANCIAL SYSTEM  
02/25/2015 15:06:11

Vendor Payments History Report  
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR  
GL540R-V07.27 PAGE 17

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
REPORT TOTALS:				724,418.91										

RECORDS PRINTED - 000442

ACS FINANCIAL SYSTEM  
02/25/2015 15:06:12

Vendor Payments History Report

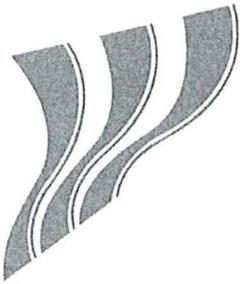
CITY OF WILLMAR  
GL060S-V07.27 RECAPPAGE  
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	444,494.13
208	CONVENTION & VISITORS BUREAU	2,544.68
230	WILLMAR MUNICIPAL AIRPORT	8,164.63
314	D.S. - 2014 BOND	10,186.95
350	RICE HOSPITAL DEBT SERVICE	212,836.00
651	WASTE TREATMENT	45,348.94
741	OFFICE SERVICES	843.58
TOTAL ALL FUNDS		724,418.91

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	724,418.91
TOTAL ALL BANKS		724,418.91



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 7a

Meeting Date:

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: March 2, 2015

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

Originating Department: Engineering

Agenda Item: Public Hearing to Consider 2015 Improvements

Recommended Action: 1. Order improvements  
2. Approve plans and specifications and advertise for bids  
3. Approve the preliminary budget

Background/Summary: As required by State Statute 429.031 subd. 1(b), a Public Hearing on the proposed 2015 Street and Other Improvements has been called for the purpose of reviewing and explaining the proposed improvements, estimated costs, and to obtain input from interested parties. The plans and specifications have been prepared and Council action is required at this time in order to advertise for bids on March 17th.

Alternatives: 1. Amend the street improvement list  
2. Consider no improvements for 2015  
3. Revise the funding sources  
4. Delay the bid opening

Financial Considerations: The funding associated with the project includes Special Assessments, Local Funds, State Aid Funds, and bond proceeds.

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

Signature:

Comments:

RESOLUTION NO. \_\_\_\_\_  
**PRELIMINARY 2015 STREET IMPROVEMENTS BUDGET**

**ESTIMATED TOTAL COST \$1,856,217.00**

\*Budget Amounts are Essential

Dated: March 2, 2015

Code

<b>PERSONNEL SERVICES</b>	
10* Salaries Reg. Employees	_____
11* Overtime Reg. Employees	_____
12* Salaries Temp. Employees	_____
13* Employer Pension Contr.	_____
14* Employer Ins. Contr.	_____
<b>TOTAL</b>	<b>\$0.00</b>

<b>SUPPLIES</b>	
20* Office Supplies	_____
21* Small Tools	_____
22* Motor Fuels & Lubricants	_____
23* Postage	_____
24 Mtce. of Equipment	_____
25 Mtce. of Structures	_____
26 Mtce. of Other Improvements	_____
27 Subsistence of Persons	_____
28 Cleaning & Waste Removal	_____
29* General Supplies	_____
<b>TOTAL</b>	<b>\$0.00</b>

<b>OTHER SERVICES</b>	
30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$1,485,883.00
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$148,589.00
<b>TOTAL</b>	<b>\$1,634,472.00</b>

<b>OTHER CHARGES</b>	
40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	\$207,533.00
46 Prof. Serv.	_____
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	\$14,212.00
<b>TOTAL</b>	<b>\$221,745.00</b>

**GRAND TOTAL** **\$1,856,217.00**

<b>RECEIVABLES</b>	
Assessments Prop Owners	\$474,077.00
Community Investment	\$785,923.00
State Aid	\$311,772.00
LOST	\$142,736.00
WTP	\$19,098.00
MUC	\$32,611.00
Kandiyohi County	\$90,000.00
<b>TOTAL</b>	<b>\$1,856,217.00</b>

<b>FINANCING</b>	
Bonds	\$1,260,000.00
State Aid	\$311,772.00
LOST	\$142,736.00
WTP	\$19,098.00
MUC	\$32,611.00
Kandiyohi County	\$90,000.00
<b>TOTAL</b>	<b>\$1,856,217.00</b>

**GRAND TOTAL** **\$1,856,217.00**

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Mayor

**Attest:**

\_\_\_\_\_  
 City Clerk/Treasurer

Below is a listing of this year's improvement project with a brief description of the proposed improvements. The improvements can be discussed in more detail at the Improvement Hearing which is scheduled for 7:01 p.m., March 2, 2015, at the Willmar Municipal Utilities building.

### Reconstruction

Carolina Ave SW – 13<sup>th</sup> Street SW to 11<sup>th</sup> Street SW (0.13 miles) Year Built: 1964  
Reconstruction: Remove bituminous, remove & replace curb and gutter, replace water main, replace sanitary sewer, storm sewer improvements, grading, gravel base, bituminous paving and turf establishment.

21<sup>st</sup> Street SW – 160 feet north of 23<sup>rd</sup> Ave SW to 19<sup>th</sup> Ave SW (0.12 miles) Year Built: 1983  
Reconstruction: Remove bituminous, remove & replace curb and gutter as needed, storm sewer improvements, grading, gravel base, bituminous paving and turf establishment.

Alley between City Offices and Auditorium (CITY OWNED) Year Built: 1960  
Reconstruction: Remove bituminous, storm sewer improvements, grading, gravel base, bituminous paving.

North Swansson Field Green Parking Lot Year Built: 1975  
Reconstruction: Remove bituminous, increase parking, accessibility improvements, grading, gravel base, bituminous paving and turf establishment.

Parking Lot (Public Works Facility) Year Built: 1985  
Reconstruction: Remove bituminous, grading, gravel base, bituminous paving.

### Overlay

Trott Avenue SE – 1<sup>st</sup> Street to Julii Street SE (0.45 miles) Year Built: 1942, 1995  
Mill and Overlay: Mill bituminous 1 ½", correct damaged areas, ADA improvements, pave 1 ½" of bituminous.

Kandiyohi Avenue SW - 11<sup>th</sup> Street SW to 7<sup>th</sup> Street SW (0.28 miles) Year Built: 1948, Recon-1992  
Mill and Overlay: Mill bituminous 1 ½", correct damaged areas, ADA improvements, pave 1 ½" of bituminous.

23<sup>rd</sup> Street SW – Trott Avenue SW to 340 feet north (0.06 miles) Year Built: 1966, OL 1989  
Mill and Overlay: Mill bituminous 1 ½", correct damaged areas, pave 1 ½" of bituminous.

7<sup>th</sup> Street SE – 775' south of Willmar Avenue SE to Willmar Avenue SE (0.14 miles) Year Built: 1979  
Mill and Overlay: Mill bituminous 1 ½", correct damaged areas, pave 1 ½" of bituminous.

25<sup>th</sup> Street SE – 7<sup>th</sup> Avenue SE to 4<sup>th</sup> Avenue SE (0.25 miles) Year Built: 1983, 1993  
Mill and Overlay: Mill bituminous 1 ½", correct damaged areas, pave 1 ½" of bituminous.

## Miscellaneous

Crack sealing

Seal coating

Street Lighting – 12<sup>th</sup> Street SE

Benson Avenue to Sperryville Sanitary Sewer Lining

Civic Center Storm Pond Improvements

East Th No. 12 MUC Watermain Relocation

Lakeland Drive Bike Trail Improvements

Rau Park Path overlay - Fairgrounds to 15th Avenue NW

Hedin Park Path overlay - 7th Street NW to Robbins Island bridge and to Country Club Drive

Robbins Island Beach Path overlay - west boat ramp to roadway by Hilltop shelter

Lakeland Drive NE – TH 12 to Civic Center Drive



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

**Agenda Item Number:** 7b.

**Meeting Date:**

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:** March 2, 2015

Approved  Denied  
 Amended  Tabled  
 Other

**Originating Department:** Municipal Utilities

**Agenda Item:** Public Hearing to Consider Ordinance for Proposed Water Rate Increase

**Recommended Action:** Adopt the Ordinance amending water rates charged by the Willmar Municipal Utilities Commission

**Background/Summary:**

Wes Hompe and Tim Hunstad, Municipal Utilities staff presented the MUC Cost of Service and Rate Design Study, at the February 17, 2015, City Council meeting whereby a hearing was set for public consideration.

**Alternatives:** 1. Adopt the Ordinance  
2. Not adopt the Ordinance  
3. Table

**Financial Considerations:** As stated in Cost of Service and Rate Design Study

**Preparer:** Wes Hompe, General Manager

**Signature:**

**Comments:**

Existing Rates Effective: June 6th, 2011  
Proposed Rates Effective: June 8th, 2015

## Willmar Municipal Utilities Water Rates

Rate Class	Rate Component	Existing Rate	Proposed Rate
All	<u>Demand Charges/month</u>		
	5/8"	\$ 2.25	\$ 2.25
	3/4"	\$ 3.26	\$ 3.26
	1"	\$ 5.73	\$ 5.73
	1 1/2"	\$ 12.92	\$ 12.92
	2"	\$ 23.03	\$ 23.03
	3"	\$ 51.91	\$ 51.91
	4"	\$ 92.14	\$ 92.14
	6"	\$ 207.42	\$ 207.42
Residential	Customer Charge/month	\$ 5.62	\$ 6.79
	Summer Consumption/100 cu. ft.	\$ 1.32	\$ 1.57
	Non-Summer Consumption/100 cu.ft.	\$ 1.03	\$ 1.23
Commercial	Customer Charge/month	\$ 11.24	\$ 11.24
	Summer Consumption/100 cu. ft.	\$ 0.79	\$ 1.08
	Non-Summer Consumption/100 cu.ft.	\$ 0.62	\$ 0.85
Industrial	Customer Charge/month	\$ 28.09	\$ 28.09
	Summer Consumption/100 cu. ft.	\$ 0.73	\$ 0.93
	Non-Summer Consumption/100 cu. ft.	\$ 0.57	\$ 0.73

Note: Summer rates are defined as billing months of June through September.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING RATES CHARGED BY THE MUNICIPAL UTILITIES COMMISSION OF THE CITY OF WILLMAR, A PUBLIC UTILITY, TO BE EFFECTIVE FOR BILLINGS SENT ON AND AFTER JUNE 1, 2015.

BE IT ORDAINED, by the City Council of the City of Willmar as follows:

**Section 1. WATER RATES**

The rate for water service shall be the sum of the demand charge, consumption charge and customer charge as follows:

<u>Demand Charge</u>	<u>Rate/Month</u>	
Meter Size		
5/8".....		\$2.25
3/4".....		\$3.26
1".....		\$5.73
1 1/2".....		\$12.92
2".....		\$23.03
3".....		\$51.91
4".....		\$92.14
6".....		\$207.42
<u>Consumption Charge</u>	<u>Summer</u>	<u>Non-Summer</u>
Residential .....	\$1.57	\$1.23
Commercial.....	1.08	.85
Industrial.....	.93	.73
<u>Customer Charge</u>	<u>Rate/Month</u>	
Residential .....	\$ 6.79	
Commercial.....	\$11.24	
Industrial .....	\$28.09	

**Section 2. SUMMER RATE DEFINITION**

The summer rates are defined as the billing months of June through September.

**Section 3. REPEALER**

This Ordinance repeals all earlier ordinances to the extent that it is inconsistent therewith.

**Section 4. EFFECTIVE DATE**

This Amendment in rates shall be effective for billings sent on and after June 1, 2015.

This Ordinance introduced by Council Member: Anderson

This Ordinance introduced on: February 17, 2015

This Ordinance published on: February 21, 2015

This Ordinance given a hearing on: \_\_\_\_\_

This Ordinance adopted on: \_\_\_\_\_

This Ordinance published on: \_\_\_\_\_



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

**Agenda Item Number:** 7c.

**Meeting Date:**

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:** March 2, 2015

- Approved  Denied  
 Amended  Tabled  
 Other

**Originating Department:** Municipal Utilities

**Agenda Item:** Public Hearing to Consider Ordinance for Proposed Electric Rate Increase

**Recommended Action:** Adopt the Ordinance amending electric rates charged by the Willmar Municipal Utilities Commission

**Background/Summary:**

Wes Hompe and Tim Hunstad, Municipal Utilities staff presented the MUC Cost of Service and Rate Design Study, at the February 17, 2015, City Council meeting whereby a hearing was set for public consideration.

**Alternatives:** 1. Adopt the Ordinance  
2. Not adopt the Ordinance  
3. Table

**Financial Considerations:** As stated in Cost of Service and Rate Design Study

**Preparer:** Wes Hompe, General Manager

**Signature:** *Wesley Hompe*

**Comments:**

Existing Rates Effective: June 6th, 2011  
Proposed Rates Effective: June 8th, 2015

## Willmar Municipal Utilities Electric Rates

Rate Class	Rate Component	Existing Rate	Proposed Rate
Heat Pump Code 1	Energy Charge - Summer	\$0.1051/kWh	\$0.1094/kWh
	Energy Charge - Non-Summer	\$0.0756/kWh	\$0.0784/kWh
Residential Code 2	Customer Charge	\$10.35/mo	\$10.35/mo
	Energy Charge - Summer	\$0.1051/kWh	\$0.1094/kWh
	Energy Charge - Non-Summer	\$0.0914/kWh	\$0.0957/kWh
Off Peak Code 3	Energy Charge - all kWh	\$0.0545/kWh	\$0.0566/kWh
General Service Code 4	Customer Charge	\$16.05/mo	\$16.05/mo
	Energy Charge - Summer	\$0.1049/kWh	\$0.1091/kWh
	Energy Charge - Non-Summer	\$0.0911/kWh	\$0.0953/kWh
3 Phase Commercial Code 44	Customer Charge	\$31.05/mo	\$31.05/mo
	Energy Charge - Summer	\$0.1049/kWh	\$0.1091/kWh
	Energy Charge - Non-Summer	\$0.0911/kWh	\$0.0953/kWh
Large Power Code 5 & 6	Customer Charge - Primary	\$45.80/mo	\$45.80/mo
	Customer Charge- Secondary	\$34.35/mo	\$34.35/mo
	Energy Charge - Summer	\$0.0663/kWh	\$0.0663/kWh
	Energy Charge - Non-Summer	\$0.0594/kWh	\$0.0594/kWh
	Demand - Summer	\$12.65/kW	\$14.05/kW
	Demand - Non-Summer	\$11.00/kW	\$12.40/kW
Industrial Code 45 & 46	Customer Charge - Primary	\$45.80/mo	\$45.80/mo
	Customer Charge- Secondary	\$34.35/mo	\$34.35/mo
	Energy Charge - Summer	\$0.0629/kWh	\$0.0641/kWh
	Energy Charge - Non-Summer	\$0.0560/kWh	\$0.0572/kWh
	Demand - Summer	\$12.65/kW	\$14.05/kW
	Demand - Non-Summer	\$11.00/kW	\$12.40/kW
Security Lighting Code 16	150 W HPS	\$10.90/mo	\$11.40/mo
	250 W HPS	\$12.30/mo	\$12.85/mo

Note: Summer rates are defined as billing months of June through September.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING RATES CHARGED BY THE MUNICIPAL UTILITIES COMMISSION OF THE CITY OF WILLMAR, A PUBLIC UTILITY, TO BE EFFECTIVE FOR BILLINGS SENT ON AND AFTER JUNE 1, 2015.

BE IT ORDAINED, by the City Council of the City of Willmar as follows:

**Section 1. ELECTRIC RATES**

**Residential Service Rate**

The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	Non-Summer
<u>Energy Charge</u>		
All KWH .....	.1094	.0957
<u>Customer Charge</u> .....	\$10.35/mo.	\$10.35/mo.

**Heat Pump Rate**

The rate for off-peak service shall be as follows:

<u>Energy Charge</u>		
All KWH .....	.1094	.0784

**Off-Peak Rate**

The rate for off-peak service shall be as follows:

<u>Energy Charge</u>		
All KWH .....	.0566	.0566

**Small Commercial Rate**

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

<u>Energy Charge</u>		
All KWH .....	.1091	.0953
<u>Customer Charge</u> .....	\$16.05/mo.	\$16.05/mo.

**Three Phase Commercial Rate**

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

<u>Energy Charge</u>		
All KWH .....	.1091	.0953
<u>Customer Charge</u> .....	\$31.05/mo.	\$31.05/mo.

**Large Power Rate**

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

<u>Demand Charge</u> .....	\$14.05/KW	\$12.40/KW
<u>Energy Charge</u>		
All KWH .....	.0663	.0594
<u>Customer Charge</u>		
Primary Service .....	\$45.80/mo.	\$45.80/mo.
Secondary Service .....	\$34.35/mo.	\$34.35/mo.

**Industrial Rate**

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

<u>Demand Charge</u>		
All KW .....	\$14.05/KW	\$12.40/KW
<u>Energy Charge</u>		
All KWH.....	.0641	.0572
<u>Customer Charge</u>		
Primary Service .....	\$45.80/mo.	\$45.80/mo.
Secondary Service .....	\$34.35/mo.	\$34.35/mo.

**Section 2. SUMMER RATE DEFINITION**

The summer rates are defined as the billing months of June through September.

**Section 3. REPEALER**

This Ordinance repeals all earlier ordinances to the extent that it is inconsistent therewith.

**Section 4. EFFECTIVE DATE**

This Amendment in rates shall be effective for billings sent on and after June 1, 2015.

This Ordinance introduced by Council Member: Anderson

This Ordinance introduced on: February 17, 2015

This Ordinance published on: February 21, 2015

This Ordinance given a hearing on: \_\_\_\_\_

This Ordinance adopted on: \_\_\_\_\_

This Ordinance published on: \_\_\_\_\_

**FINANCE COMMITTEE**

**MINUTES**

The Finance Committee of the City of Willmar met on Monday, February 23, 2015, in Conference Room No. 1 at the City Office Building.

Present: Denis Anderson ..... Chair  
Tim Johnson ..... Vice-Chair  
Audrey Nelsen ..... Member  
Rick Fagerlie ..... Member

Others present: City Finance Director Steve Okins, City Clerk-Treasurer Kevin Halliday, City Administrator Charlene Stevens, Community Ed & Recreation Director Steve Brisendine, and West Central Tribune reporter David Little.

Item No. 1      Call to Order

The meeting was called to order by Chair Anderson at 4:45 p.m.

Item No. 2      Public Comments

There were no comments from the public.

Item No. 3      Annual Investment Policy Review (Information Only)

The Committee reviewed the City Investment Policy Document that requires an annual review even if there are no recommended changes. The Committee had questions relating to Section 8.8 dealing with Mutual Funds, who had developed the policy and if the City Clerk is the staff member who makes the final decision and recommendation on types of investments purchased.

Following discussion, the committee received the information and recommended no changes.

Item No. 4      Discussion Regarding Operation of Gun Range in City Auditorium (Information Only)

Staff explained to the Committee the estimated operating costs and suggested fees.

The City Auditorium Renovation Project is nearing completion and the Community Ed & Recreation programs will again get underway. In order to set user fees and gun training charges for the activities in the remodeled gun range, staff has assembled estimated annual operational costs for the gun range. Incorporating the historical collection of user fees and Conceal and Carry class sizes, "Suggested Usage Rates" were offered for Council consideration. The estimated annual operating costs would be approximately \$26,486. Revenue generated with rates presented are estimated at \$27,290.

The City could choose to operate the range as a Community Ed & Recreation program and provide staffing or to contract with another entity, such as the Willmar Pistol and Rifle Club, to operate the facility. The Committee discussed all the variable options and following discussion, it was moved seconded and passed to direct staff to explore 1) contracting with a Certified Range Master, 2) use the rates as presented, and to also 3) staffing the Auditorium facilities at all times it is open.

Item No. 5      General Fund Monthly Budgetary Status Report (Information Only)

Due to the City Council questioning some departmental overages in the 2014 budget, questions centered on timing, information notification provided, and format presented. The Committee reviewed a couple of different formatted examples of monthly general fund budgetary status reports, and discussed handling future processes and procedures for budgetary overages. It was the consensus of the Committee, to continue to use and refine a combination of the formats presented. This matter received for information only.

Item No. 6      Old Business (Information)

There was no old business.

Item No. 7      New Business (Information)

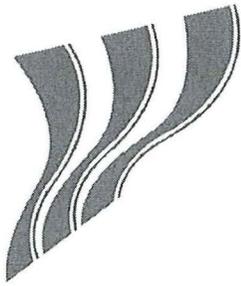
There was no new business.

There being no further business to come before the Committee, the meeting was adjourned at 5:38 p.m.

Respectfully submitted,



Steven B. Okins  
Finance Director



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

**Agenda Item Number:** 3

**Meeting Date:** February 23, 2015

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:** March 2, 2015

- Approved     Denied  
 Amended     Tabled  
 Other

**Originating Department:** Finance

**Agenda Item:** Annual Investment Policy Review

**Recommended Action:** Receive, Review, and Comment on Policy Document Submitted with No Recommended Changes

**Background/Summary:**

The City Investment Policy Document requires an annual review even if there are no recommended changes.

**Alternatives:** Recommend changes to staff from committee members.

**Financial Considerations:** N/A

**Preparer:** Steven B. Okins, Finance Director

**Signature:**

**Comments:**

# CITY OF WILLMAR INVESTMENT POLICY

Dated: December 20, 1995  
Revised: January 13, 1997  
Revised: January 21, 1998  
Revised: February 3, 1999  
Revised: January 24, 2000  
Revised: January 6, 2002  
Revised: December 15, 2003  
Revised: March 16, 2009  
Revised: September 20, 2010  
Revised: March 7, 2011  
Revised: September 4, 2012

## 1.0 **Policy:**

It is the policy of the City of Willmar to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

## 2.0 **Scope:**

This investment policy applies to all financial assets of the City of Willmar. These funds are accounted for the City's **Annual Financial Report** and include:

### 2.1 **Funds:**

2.1.1 General Fund

2.1.2 Special Revenue Funds

2.1.3 General Debt Service Funds:

2.1.4 Capital Projects Funds:

2.1.5 Enterprise Funds:

2.1.6 Internal Service Funds:

2.1.7 Trust and Agency Funds

## 3.0 **Prudence:**

Investments shall be made with judgment and care - under circumstances then prevailing - which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported in a timely

fashion and appropriate action is taken to control adverse developments.

#### 4.0 **Objective:**

The primary objectives, in priority order, of the City of Willmar investment activities shall be:

4.1 **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City of Willmar be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, **diversification** is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

4.2 **Liquidity:** The City of Willmar investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

4.3 **Return on Investments:** The City of Willmar investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

#### 5.0 **Delegation of Authority:**

Authority to manage the City of Willmar's investment program is derived from trading resolutions and Minnesota statutes. Management responsibility for the investment program is hereby delegated to the City Clerk-Treasurer,

who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to person responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Clerk-Treasurer. The City Clerk-Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

#### 6.0 **Ethics and Conflicts of Interest:**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decision. Employees and investment officials shall disclose to the City Administrator any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City of Willmar, particularly with regard to the time of purchases and sales.

#### 7.0 **Authorized Financial Dealers and Institutions:**

The City Clerk-Treasurer will maintain a list of financial institutions authorized to

provide investment services. In addition, a list will also be maintained of approved security **broker/dealers** selected by credit worthiness who are authorized to provide investment services in the State of Minnesota. These may include “**primary**” **dealers** or regional dealers that qualify under **Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule)**. No public deposit shall be made except in a **qualified public depository** as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the City Clerk-Treasurer with a **Notification to Broker and Certification by Broker** pursuant to Minnesota Statute 118A.04.

#### **8.0 Authorized and Suitable Investments**

Minnesota Statutes, Section 118A.04, Subdivision 1 through Subdivision 7, lists all permissible investments for municipalities. This list established the maximum investments risk permitted for a Minnesota municipality. The City of Willmar will not authorize its employees to invest in all of these investments, staying consistent with its number one priority of safety of capital. The following are investments the City will be authorized to invest in:

**8.1 Government Securities:** Instruments such as bonds, notes, bills, mortgages and other securities which are direct obligations of the federal government or its agencies and instrumentalities, with the principal fully guaranteed by the U.S. government or its agencies. The City will

not invest in any mortgage or mortgage related security unless a return of principal is completely guaranteed by a federal entity.

**8.2 Certificate of Deposit:** A negotiable or nonnegotiable instrument issued by commercial banks and insured up to \$100,000 by the Federal Deposit Insurance Corporation (FDIC). (See 9.0 “Collateralization”)

**8.3 Repurchase Agreement:** An investment which consists of two simultaneous transactions, where the City purchases securities from a bank or dealer. At the same time, the selling bank or dealer agrees to repurchase the securities at the same price plus interest at some agreed-upon future date. The security purchased is the collateral protecting the investment.

**8.4 Prime Commercial Paper:** An investment used by corporations to finance receivables. A short-term (matures in 270 days or less) unsecured promissory note is issued for maturity specified by the purchaser. The City will only invest in commercial paper that has the highest rating of two (2) of the three (3) rating agencies.

**8.5** Any security which is a **general obligation of the State of Minnesota** or any of its municipalities.

**8.6 Bankers Acceptances** of United States banks eligible for purchase by the Federal Reserve System.

**8.7 Investment Pools:** Governmental sponsored pools and money market mutual funds are allowable short-term cash management facilities. These

pools/funds can provide safety, liquidity and yield in a single investment instrument. However, the City will follow due diligence standard which applies to the use of pools/funds. A thorough investigation of the pool/fund is required prior to investing. Currently the City uses the Minnesota Money Market Mutual Fund (4M) sponsored by the League of Minnesota Cities.

**8.8 Mutual Funds:** Shares of an investment company registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933 whose portfolio consists of direct obligations or are guaranteed issued of the United States, its agencies or instrumentalities. ***Effective January 1, 1997, mutual funds will be limited to funds held as of December 31, 1996, or a funds whose portfolio consists of the aforementioned obligations with a maturity of thirteen (13) months or shorter. Reinvestment of dividends paid from a fund holding obligation maturing beyond thirteen months will be prohibited.*** Generally speaking, participation in this investment type shall maintain a target balance of 15-20% of the portfolio and staff shall exercise discretion in setting mutual fund investment levels given market conditions and cash flow projections.

Investing in mutual funds is deemed long term and local restrictions therefore, prohibit the purchase of shares from any **general debt service fund** or any other city funds anticipating investment proceeds within a 36 month period and forcing the liquidation of shares in an unfavorable market.

#### **9.0 Collateralization:**

Collateralization will be required on two types of investments: certificates of deposit where the par value exceeds the Federal Deposit Insurance Corporation (FDIC) coverage limit, and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level shall be at least 10 percent more than the amount on deposit at the close of the financial institution's banking day, except when the collateral is irrevocable standby letters of credit issued by Federal Reserve Banks. In that case, the amount of collateral must be at least equal the amount of deposit.

Collateral will always be held by an independent third party with whom the entity has a current custodial agreement or physically remitted to the City. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained.

#### **10.0 Safekeeping and Custody:**

All security transactions entered into by the City of Willmar shall be held in safekeeping by the respective investment dealer on behalf of the City of Willmar and evidenced by safekeeping receipts. Each investment dealer must provide evidence to the City of possessing customer account insurance protection of \$500,000 from Securities Investor Protection Corporation (SIPC) plus other insurance totaling at a minimum \$10,000,000 per account.

#### **11.0 Diversification:**

The City will diversify its investments by

security type and institution. No more than **40%** of the City's total deposits will be invested with a single financial institution or broker/dealer on the day of purchase.

#### **12.0 Maximum Maturities:**

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 10 years from date of purchase. Funds dedicated to capital projects anticipated to be completed within one year shall not be invested in instruments maturing beyond one year. Reserve funds may be invested in securities exceeding 10 years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds.

#### **13.0 Internal Control:**

The development of a system of internal controls shall be established by the City Clerk-Treasurer.

The City Clerk-Treasurer shall assist in an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

#### **14.0 Performance Standards:**

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

**14.1 Market Yield (Benchmark):** The City's investment strategy is active and mildly aggressive, yet it always yields to the objective of safety of principal. Given this strategy, the basis used by the City Clerk-Treasurer to determine whether market yields are being achieved shall be the annual goal of one and one-half (1 ½) percent above the annualized earnings at the Fed Funds rate during the year.

#### **15.0 Reporting:**

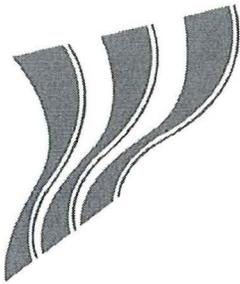
The Finance Director shall provide to the City Council quarterly investment reports which provide a clear picture of the status of the current investment portfolio. The report should include comments on the markets and economic conditions, discussions regarding restrictions on percentage of investment by categories, possible changes in the portfolio structure going forward and thoughts on investment strategies.

Schedules in the quarterly report should include the following:

- A listing of individual securities held at the end of the reporting period by authorized investment category
- Average life and final maturity of all investments listed
- Coupon, discount or earnings rate
- Par value and Market Value

#### **16.0 Investment Policy Adoption:**

The City of Willmar investment policy shall be adopted by resolution of the Willmar City Council. The policy shall be reviewed annually by the Finance Committee and any modifications made thereto must be approved by the City Council.



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

**Agenda Item Number:** 4

**Meeting Date:** February 23, 2015

**Attachments:** X Yes    No

**CITY COUNCIL ACTION**

**Date:** March 2, 2015

- Approved       Denied
- Amended       Tabled
- Other

**Originating Department:** Community Ed & Recreation Director

**Agenda Item:** Discussion Regarding Operation of Gun Range in City Auditorium

**Recommended Action:** For Information Only

**Background/Summary:**

The City Auditorium Renovation Project is nearing completion and the Community Ed & Recreation programs will again get underway. In order to set user fees and gun training charges for the activities in the remodeled gun range, staff has assembled estimated annual operational costs for the gun range. Incorporating the historical collection of user fees and Conceal and Carry class sizes "Suggested Usage Rates" are offered for Council consideration.

The City could choose to operate the range as a Community Ed & Recreation program and provide staffing.

The City could choose to contract with another entity, such as the Willmar Pistol and Rifle Club, to operate the facility.

Estimated operating costs and suggested fees are attached.

**Alternatives:**

**Financial Considerations:** Estimated operating costs to the City are \$26,480 annually.

**Preparer:** Kevin J. Halliday, Community Ed & Recreation Director

**Signature:** *Steve Basend*

**Comments:**

**City Auditorium**

<b>Estimated Operation Costs Gun Range</b>		<b>Annual</b>
Facility Scheduling	20 hours @ \$30 per hour	\$600
Custodial	260 hours @ \$22 per hour	\$5,720
Filters	\$1,700 Inside & Outside change quarterly	\$6,800
Recycle Filters	\$10 pound Quarterly	\$400
Range HVAC System	411 hours @ \$20 per hour when Range is in Use	\$8,220
Utilities	Range 15% of \$1,300 monthly cost	\$2,340
Hepa Vacuum	\$6,000 Useful Life 6 years	\$1,000
Annual Cleaning	Private Service like Service Master	\$1,000
Cleaning Supplies	Gloves, wipes, etc	\$400
<b>Total Estimated Annual Costs</b>		<b>\$26,480</b>

**Suggested Usage Rates**

\$8 Open Range (1/2 hour)	20 participants/2 days week/22 weeks	Estimated Revenue \$7,040
\$75 Range Fee per Hour	Conceal Carry Classes 250 Hours	Estimated Revenue \$18,750
Youth Programs		No Fees
Classroom/Training Room Fees	\$25 Day (Included in Range Fee)	Estimated Revenues \$1,500
<b>Total Estimated Revenues</b>		<b>\$27,290</b>

**Supporting Information**

**Historical Usage of Gun Range**

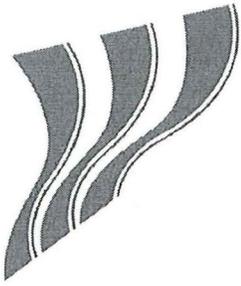
Open Public Shooting	22 weeks-44 dates@ 3 Hours	132 Hours Annually
Conceal Carry Classes	1-2 hours per class	250 Hours Annually
Youth Programming	2 Classes @ 15 Hours	30 Hours Annually

**Estimated Number of Rounds Shot**

800	Per Night of Open Shooting	35,200 annually
300	Per Use of Conceal Carry Classes (10 participates- 30 rounds each)	75,000 annually
600	Per Youth Program (20 participates-30 rounds each) 4 classes	2,400 annually

Given this low number of rounds shot annually, staff has determined that the replacement of blocks will be so infrequent it would be hard to build in costs. Thus it is our recommendation that the City absorb those costs every 3-4 years that it will occur.

The classroom revenue is hard to pinpoint given providers have not had access to the room and have found new sources to use. Thus staff is not sure they will use the classroom for training in the future. The classroom will be included in the fee for the range thus users will get both rooms for \$75 per hour.



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

**Agenda Item Number:** 5

**Meeting Date:** February 23, 2015

**Attachments:** X Yes    No

**CITY COUNCIL ACTION**

**Date:** March 2, 2015

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

**Originating Department:** Finance

**Agenda Item:** General Fund Monthly Budgetary Status Report

**Recommended Action:** Start Review of Information, Format, and Recommended Policy Addressing Monthly General Fund Budgetary Status Reports. To Determine Future Processes and Procedures for Budgetary Overages

**Background/Summary:**

The City Council has questioned some departmental overages in the 2014 Budget. Questions centered on timing, notifications information provided, and format presented. The Committee will review all processes and procedures, information, and formulate a policy to address Council concerns moving forward.

**Alternatives:** Continue with processes and procedures that are currently in place.

**Financial Considerations:** N/A

**Preparer:** Steven B. Okins, Finance Director

**Signature:**

**Comments:**

	ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
101 GENERAL FUND							
31311 GENERAL PROPERTY TAXES	4,297,734.00	4,297,734.00	65,889.15	4,397,985.83	100,251.83-	102	-----
32330 LICENSES AND PERMITS	303,300.00	303,300.00	310.00	544,181.98	240,881.98-	179	-----!!!!
33340 INTERGOVERNMENTAL	5,190,227.00	5,190,227.00	849.99	5,336,070.80	145,843.80-	102	-----
34350 SERVICE CHARGES	750,348.00	751,898.00	93,024.88	775,648.89	23,750.89-	103	-----
35349 FINES AND FORFEITS	153,000.00	153,000.00	6,758.75	167,157.39	14,157.39-	109	-----
36320 SPECIAL ASSESSMENTS	1,620.00	1,620.00	0.00	1,857.93	237.93-	114	-----!
38351 MISCELLANEOUS REVENUE	923,000.00	923,000.00	192,715.39	1,484,426.44	561,426.44-	160	-----!!!!
39355 OTHER FINANCING SOURCES	3,021,840.00	3,197,636.00	398,944.00	2,991,539.44	206,096.56	93	-----
39359 EXTRAORDINARY ITEMS	0.00	0.00	0.00	0.00	0.00	0	-----
TOTAL: GENERAL FUND	14,641,069.00	14,818,415.00	758,492.16	15,698,868.70	880,453.70-	105	-----

	ANNUAL REVISED BUDGET	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
101 GENERAL FUND							
41400 CITY ADMINISTRATOR	391,197.00	0.00	197.12	266,309.36	124,887.64	68	-----
41401 MAYOR AND COUNCIL	211,065.00	0.00	2,557.36	179,003.99	32,061.01	84	-----
41402 PLANNING & DEVELOP. SERVICES	495,974.00	0.00	3,386.04	495,422.15	551.85	99	-----
41403 CITY CLERK-TREASURER	206,939.00	0.00	734.04	197,708.25	9,230.75	95	-----
41404 ASSESSING	283,575.00	0.00	1,681.88	262,218.99	21,356.01	92	-----
41405 FINANCE DEPARTMENT	401,621.00	0.00	1,770.77	359,220.60	42,400.40	89	-----
41406 LEGAL	216,000.00	0.00	24,668.72	297,500.04	81,500.04	137	-----!!!
41408 CITY HALL	117,707.00	0.00	4,122.15	99,237.47	18,469.53	84	-----
41409 INFORMATION TECHNOLOGY	498,076.00	0.00	18,975.98	420,038.59	78,037.41	84	-----
41418 CULTURAL DIVERSITY	0.00	0.00	0.00	0.00	0.00	0	-----
41424 ELECTIONS	56,172.00	0.00	25.53	45,125.33	11,046.67	80	-----
41428 NON-DEPARTMENTAL	1,150,969.00	0.00	78,979.91	1,542,620.05	391,651.05	134	-----!!!
42411 POLICE DEPARTMENT	4,154,035.00	0.00	28,961.32	3,870,650.41	283,384.59	93	-----
42412 FIRE PROTECTION	657,079.00	0.00	62,255.57	587,712.31	69,366.69	89	-----
42428 NON-DEPARTMENTAL	15,000.00	0.00	40.00	16,358.90	1,358.90	109	-----
43001 TRANSIT SYSTEM	15,000.00	0.00	0.00	15,000.00	0.00	100	-----
43417 ENGINEERING	759,006.00	0.00	1,311.38	558,803.44	200,202.56	73	-----
43425 PUBLIC WORKS	2,503,641.00	0.00	7,445.63	2,318,274.46	185,366.54	92	-----
43428 NON-DEPARTMENTAL	2,000.00	0.00	54,000.00	54,837.00	52,837.00	2741	-----!!!!
43430 AIRPORT	0.00	0.00	0.00	0.00	0.00	0	-----
44428 NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	0	-----
45426 LIBRARY	483,488.00	0.00	0.00	436,938.00	46,550.00	90	-----
45427 AUDITORIUM	44,850.00	0.00	6,717.33	32,641.47	12,208.53	72	-----
45428 NON-DEPARTMENTAL	114,000.00	0.00	2,454.60	96,202.79	17,797.21	84	-----
45431 PARK DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0	-----
45432 LEISURE SERVICES	374,829.00	0.00	85,607.24	409,078.58	34,249.58	109	-----
45433 CIVIC CENTER	577,180.00	0.00	33,467.55	572,413.09	4,766.91	99	-----
45435 COMMUNITY CENTER	160,571.00	0.00	4,081.20	106,264.11	54,306.89	66	-----
45437 AQUATIC CENTER	202,770.00	0.00	457.92	200,492.31	2,277.69	98	-----
49429 TRANSFERS	1,854,323.00	0.00	1,691,323.00	1,854,323.00	0.00	100	-----
TOTAL: GENERAL FUND	15,947,067.00	0.00	2,100,330.98	15,294,394.69	652,672.31	95	-----

**General Fund**  
**Monthly Budgetary Status Report**

<u>Revenue Categories</u>	<u>Budgeted</u>	<u>Received YTD</u>	<u>Difference</u>	<u>% to Budget</u>	
General Property Taxes	\$4,297,734.00	\$4,397,985.83	(\$100,251.83)	102%	(1)
Licenses and Permits	\$303,300.00	\$544,181.98	(\$240,881.98)	179%	(2)
Intergovernmental	\$5,190,227.00	\$5,336,070.80	(\$145,843.80)	103%	(3)
Service Charges	\$751,898.00	\$775,648.89	(\$23,750.89)	103%	(4)
Fines and Forfeits	\$153,000.00	\$167,157.39	(\$14,157.39)	109%	(5)
Special Assessments	\$1,620.00	\$1,857.93	(\$237.93)	115%	(6)
Miscellaneous	\$923,000.00	\$1,484,426.44	(\$561,426.44)	161%	(7)
Other Financing Sources	\$3,197,636.00	\$2,991,539.44	\$206,096.56	94%	
<b>Total</b>	\$14,818,415.00	\$15,698,868.70	(\$880,453.70)	106%	

- (1) Excess collection of Delinquent Taxes and Cable Franchise Fees
- (2) Excess Building Permit Fees
- (3) Excess Police Aid and correction needed to Airport Aid
- (4) Excess Fire Contracts Ice Rentals
- (5) Excess Impound Fees
- (6) Excess old County Assessments
- (7) Market Value Adjustments

**General Fund**  
**Monthly Budgetary Status Report**

<u>Department Categories</u>	<u>Budgeted</u>	<u>Received YTD</u>	<u>Difference</u>	<u>% to Budget</u>	
City Administrator	\$391,197.00	\$266,309.36	\$124,887.64	68%	
Mayor and Council	\$211,065.00	\$179,003.99	\$32,061.01	85%	
Planning & Development	\$495,974.00	\$495,422.15	\$551.85	100%	
City Clerk-Treasurer	\$206,939.00	\$197,708.25	\$9,230.75	96%	
Assessing	\$283,575.00	\$262,218.99	\$21,356.01	92%	
Finance	\$401,621.00	\$359,220.60	\$42,400.40	89%	
Legal	\$216,000.00	\$297,500.04	(\$81,500.04)	138%	(1)
City Hall	\$117,707.00	\$99,237.47	\$18,469.53	84%	
information Technology	\$498,076.00	\$420,038.59	\$78,037.41	84%	
Elections	\$56,172.00	\$45,125.33	\$11,046.67	80%	
General Gov.-Non Depart.	\$1,150,969.00	\$1,542,620.05	(\$391,651.05)	134%	(2)
Police	\$4,154,035.00	\$3,870,650.41	\$283,384.59	93%	
Fire	\$657,079.00	\$587,712.31	\$69,366.69	89%	
Public Safety-Non Depart.	\$15,000.00	\$16,358.90	(\$1,358.90)	109%	(3)
Transit System	\$15,000.00	\$15,000.00	\$0.00	100%	
Engineering	\$759,006.00	\$558,803.44	\$200,202.56	74%	
Public Works	\$2,503,641.00	\$2,318,274.46	\$185,366.54	93%	
Public Works-Non Depart.	\$2,000.00	\$54,837.00	(\$52,837.00)	2742%	(4)
Library	\$483,488.00	\$436,938.00	\$46,550.00	90%	
Auditorium	\$44,850.00	\$32,641.47	\$12,208.53	73%	
Recreation-Non Depart.	\$114,000.00	\$96,202.79	\$17,797.21	84%	
Leisure Services	\$374,829.00	\$409,078.58	(\$34,249.58)	109%	(5)
Civic Center	\$577,180.00	\$572,413.09	\$4,766.91	99%	
Community Center	\$160,571.00	\$106,264.11	\$54,306.89	66%	
Aquatic Center	\$202,770.00	\$200,492.31	\$2,277.69	99%	
Transfers	\$1,854,323.00	\$1,854,323.00	\$0.00	100%	
<b>Total</b>	<b>\$15,947,067.00</b>	<b>\$15,294,394.69</b>	<b>\$652,672.31</b>	<b>96%</b>	

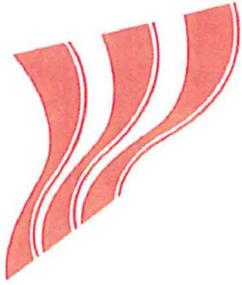
(1) Unanticipated additional Labor issues

(2) Revenue neutral Insurance Costs

(3) additional Safety Program Costs

(4) Prior Year Inventory Adjustment

(5) Personnel Costs shift from Community Center & Aquatic Center



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

**Agenda Item Number:** \_\_\_\_\_

**Meeting Date:** \_\_\_\_\_

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:** \_\_\_\_\_

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

**SAMPLE**

**Originating Department:** Finance

**Agenda Item:** General Fund Monthly Budgetary Status

**Recommended Action:** Review and Comment

**Background/Summary:**

**Revenue Comments**

General Property Tax

- 1) Excess collection of Delinquent Taxes and Cable Franchise Fees

Licenses and Permits

- 2) Excess Building Permit Fees

Intergovernmental

- 3) Excess Police Aid and correction needed to Airport Aid

Service Charges

- 4) Excess Fire Contracts Ice Rentals

Fines and Forfeits

- 5) Excess Impound Fees

Special Assessments

- 6) Excess old County Assessments

Miscellaneous

- 7) Market Value Adjustments

**Expenditure Comments**

Legal

- 1) Unanticipated additional Labor issues

General Gov.-Non-Departmental

- 2) Revenue neutral Insurance Costs

Public Safety - Non-Departmental

- 3) Additional Safety Program Costs

Public Works- Non-Departmental

- 4) Prior Year Inventory Adjustment

Leisure Services

- 5) Personnel Costs shift from Community Center & Aquatic Center

**Alternatives:** N/A

**Financial Considerations:** None recommended

**Preparer:** Steven B. Okins, Finance Director

**Signature:** \_\_\_\_\_

**Comments:**

## PUBLIC WORKS/SAFETY COMMITTEE

### MINUTES

The Public Works/Safety Committee of the Willmar City Council met on Tuesday, February 24, 2015, in Conference Room No. 1 at the City Office Building.

Present:	Ron Christianson	.....	Chair
	Audrey Nelsen	.....	Vice Chair
	Steve Ahmann	.....	Member
	Andrew Plowman	.....	Member

Others present: Council Member Jim Dokken; Director of Public Works Sean Christensen; Chief of Police Jim Felt; Fire Chief Gary Hendrickson; Public Works Superintendent Scott Ledeboer; Arena Manager Troy Ciernia; David Little, "West Central Tribune".

#### Item No. 1      Call to Order

The meeting was called to order by Chair Christianson at 4:45 p.m.

#### Item No. 2      Public Comments

There were no public comments.

#### Item No. 3      Police and Fire Update (Information)

Police Chief Jim Felt noted the jail census for February 24, 2015 was 141; 59 inmates from the Department of Corrections, 1 inmate from Stearns County, 1 inmate from Big Stone County, and 1 inmate from Swift County. The calls for service for the previous two weeks totaled 647. The majority of the calls were for traffic stops, followed by public assists and crash reports. The new canine Axel is completing his final week of narcotics training and next month will start a ten week patrol and tracking training program.

Fire Chief Gary Hendrickson noted there have been 53 calls for service this year so far. The calls have been primarily for false alarms, followed by hazardous conditions and several fires so far this year. A report on the 2014/2015 Willmar Fire Department statistics was given. The 2014 statistics detailed calls for service were mainly from false alarms, followed by fires and hazardous conditions. Fridays held the largest amount of fire calls of the week and there were average of 17 firefighters on a call.

#### Item No. 4      Lease Agreement with Midwest Wireless Communications, LLC (Resolution)

Fire Chief Gary Hendrickson presented a recommendation to approve the lease agreement with Midwest Wireless Communications, L.L.C. d/b/a Verizon Wireless for the installation and maintenance of a communication antenna facility and related incidental equipment. The duration of the lease is noted at five years with an annual rent of \$15,000.00. They would like to replace the existing emergency communications tower at the Fire Department with a monopole cell tower to improve Verizon cellular customer's coverage. The tower will also hold the Police, Fire, and other emergency services space at no charge to the City, as well as any future communication equipment needed for that service at no charge also. An additional \$3,000 in legal fees will be provided by Verizon, and for each additional carrier utilizing the tower, it will generate another \$5,000 a year.

A motion was made by Council Member Nelsen, seconded by Council Member Ahmann to approve the lease agreement with Midwest Wireless Communications, LLC d/b/a Verizon Wireless for the installation and maintenance of a communication antenna facility in the annual amount of \$15,000.00 for five years. The motion carried.

Item No. 5      Request to Purchase/Replace Rubber Flooring in the Civic Center (Resolution)

Staff presented a recommendation to approve the purchase and replacement of the rubber flooring in the Cardinal Arena and Blue Line Arena from All-American Arena Products. Quotes were solicited from All-American Arena Products in the amount of \$54,540.00 and Arena Warehouse in the amount of \$85,800.00. The quote from All-American Arena Products includes a credit for exchange of unused corrugated steel and screws at the Civic Center in the amount of \$20,850.00. Arena Manager Troy Ciernia noted it will not only bring the cost down of replacing the flooring, but also free up space in the Civic Center where the steel is being stored. The Capital Outlay Program includes \$25,000 from unused funds for replacing cedar shakes and \$30,000 to \$35,000 in estimated profits from the sale of the Zamboni. The new flooring will have a twenty year life and be installed using glue, allowing for better maintenance.

A motion was made by Council Member Nelsen, seconded by Council Member Plowman to approve the purchase and replacement of the rubber flooring replacement in the Civic Center from All-American Arena Products. The motion carried.

Item No. 6      Sign Retroreflectivity Policy Changes (Resolution)

Staff brought forth, for review and acceptance, the proposed changes to the Sign Retroreflectivity policy. The goal of the policy is to improve public safety on the City's streets by meeting the minimum sign retroreflectivity requirements in the Manual on Uniform Traffic Control Devices (MUTCD) and was adopted by Council on June 16, 2014. The proposed changes include removal of a portion of the Sign Inventory section detailing the type, location, and maintenance of the signs and adding in a Blanket Replacement giving the City an interval of twelve years to replace existing signs. The City will be divided into twelve sections and each year one section will have all signs replaced. The cost impact of this policy will vary by the sizes, location, and number of signs and the Public Works Department will replace signs throughout the year in the designated section as time allows.

Following discussion a motion was made by Council Member Ahmann, seconded by Council Member Nelsen to adopt the changes to the Sign Retroreflectivity policy. The motion carried.

Item No. 7      Request to Purchase/Replace Four Kubota Mowers (Resolution)

Staff brought forth, for approval, the request to purchase/replace four existing Kubota Mowers in accordance with the 2015 Capital Outlay Program and Vehicle/Equipment Replacement Policy. The new Kubota mowers are to be purchased from Haug Kubota Implement through the National Joint Powers Alliance in the amount of \$72,695.00. Two units are Model F3900 mowers with cabs for \$51,113.00, one unit is a ZD331LP-72 mower for \$10,480.00, and one unit is a B3350HSD mower/compact tractor for \$11,082.00. Haug Kubota has given a very positive trade value allowance and is reflected in the prices. The current mowers are used frequently throughout the summer and winter months and are showing signs of mechanical issues and metal fatigue. Public Works Superintendent Scott Ledeboer noted the CIP included an estimated \$127,628 for the replacement of the unit. The trade in values came in higher than anticipated.

A motion was made by Council Member Nelsen, seconded by Council Member Plowman to approve the purchase and replacement of the Kubota mowers from Haug Kubota Implement in the amount of \$72,695.00. The motion carried.

Item No. 8      Welcome to Willmar Sign Update (Resolution)

Staff presented information regarding the replacement of the Welcome to Willmar sign on Highway 71. The original sign was demolished in an accident in May of 2014. Quotes were solicited for the replacement of the sign, with one quote received from Quick Signs of Willmar. The quote details replacing the sign on the existing pad as it was originally constructed. An option of installing a full digital sign was discussed, as well as the option of updating the sign with a new logo. Staff recommended constructing a sign matching the signs at the other highway entrances into the City for the following reasons. A new digital sign was quoted at nearly

three times the cost of the original, and it is not known if there will be the required amount of power available to the site and the programming of the sign requires an employee physically at the sign location. There was nothing budgeted for a full digital sign and insurance will only cover the cost of the original. The Committee noted it would be too small to convert to digital on the existing pad.

A motion was made by Council Member Ahmann, seconded by Council Member Nelsen to approve the replacement of the Welcome to Willmar sign on Highway 71 to its original design. The motion carried.

Item No. 9      Old Business

The Committee discussed the continued efforts for stormwater control. The Civic Center Drive pond is scheduled for improvements this year and will be cleaned out to make more functional. The possibility of a sub-committee for new developments to focus on zero net increases in stormwater runoff was debated. Staff noted zero net increases and other design options is already being considered and reviewed on all new developments in the City limits. Staff noted there is no discrimination between residential and commercial developments for stormwater prevention. Stormwater prevention policies in other states were discussed. The summary memo previously submitted by the interim City Engineer of the Barr report was requested for review.

Item No. 10      New Business

There were no items for new business.

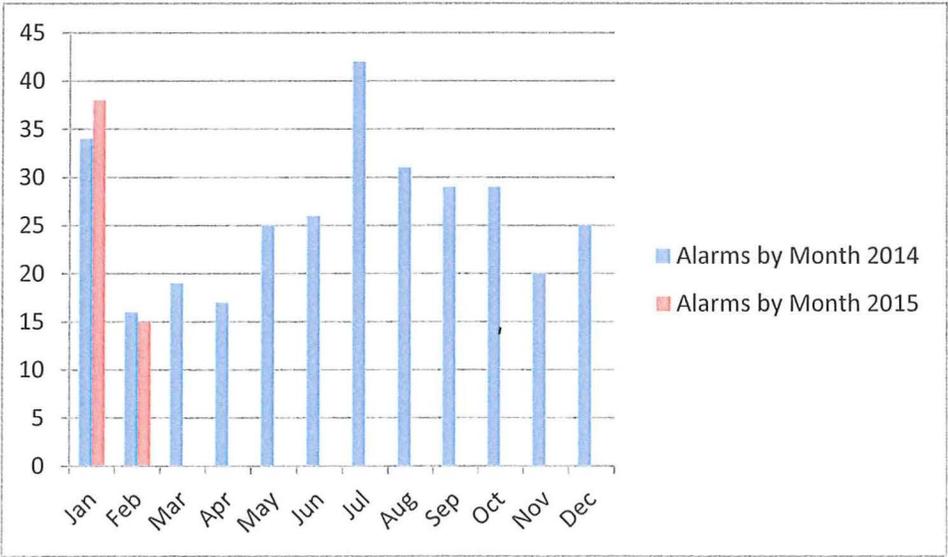
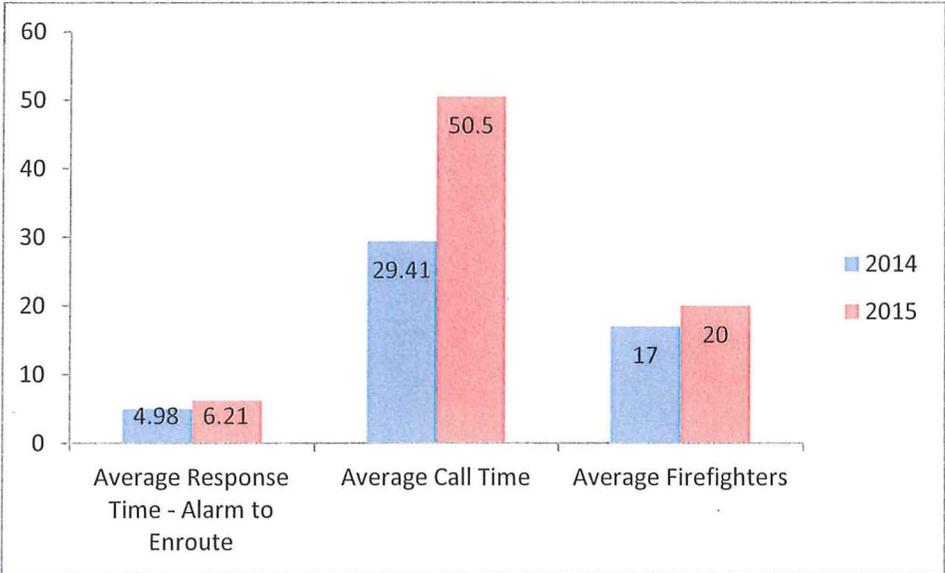
There being no further business to come before the Committee, the meeting was adjourned at 5:50 p.m. by Chair Christianson.

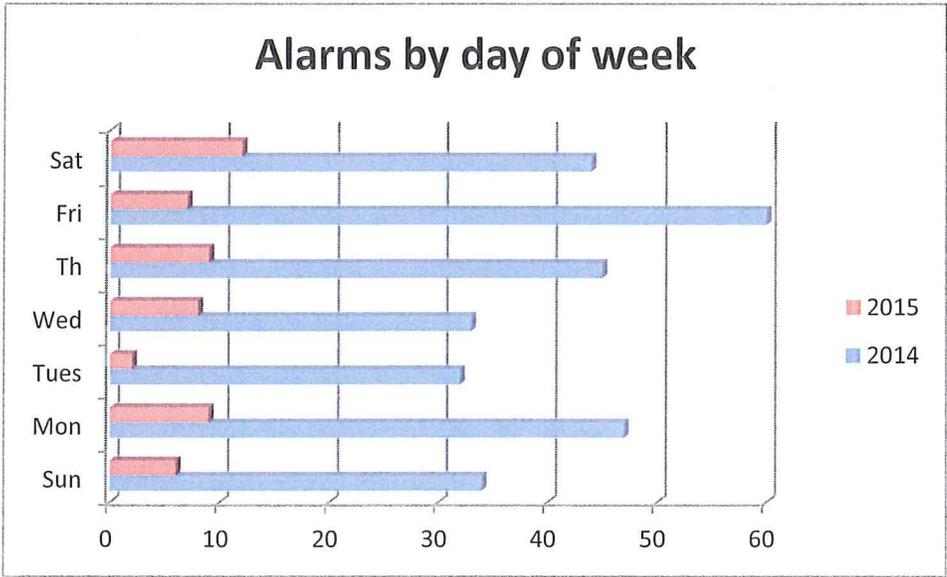
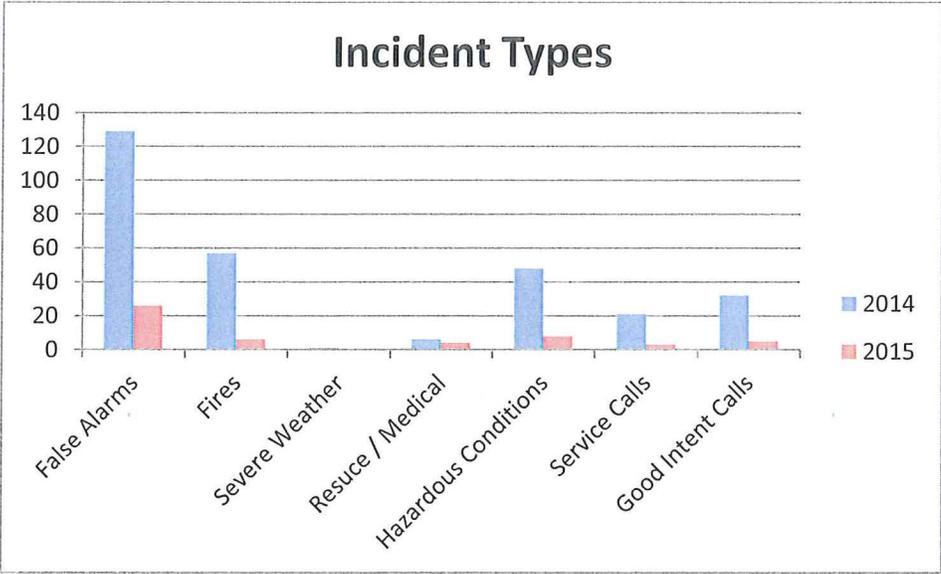
Respectfully submitted,

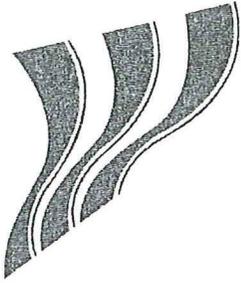
A handwritten signature in blue ink, appearing to read 'Sean E. Christensen', is written over the typed name.

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

## 2014 / 2015 Willmar Fire Department Statistics







CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4

Meeting Date: February 24, 2015

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: March 2, 2015

Approved  Denied  
 Amended  Tabled  
 Other

Originating Department: Fire Department

**Agenda Item:** Acceptance of lease agreement between Midwest Wireless Communications L.L.C. d/b/a Verizon Wireless and the City of Willmar for the installation and maintenance of a communication antenna facility and related incidental equipment.

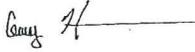
**Recommended Action:** Accept the proposed lease agreement between Midwest Wireless Communications L.L.C. d/b/a Verizon Wireless and the City of Willmar for the annual rent of fifteen thousand dollars (\$15,000.00); initial lease term shall be for five (5) years.

**Background/Summary:** Approximately a year ago the City of Willmar was approached by Midwest Wireless Communications L.L.C. d/b/a Verizon Wireless to inquire if the city would be interested in erecting a monopole cell tower on the site of the fire departments existing communications tower to improve Verizon cellular customers coverage. The existing fire department emergency communications tower will be replaced by Verizon's monopole and Verizon shall make available to police, fire and other emergency services space on Verizon communications tower for existing equipment at no charge to the city. Additionally Verizon shall construct the tower and install the equipment without charge to the city along with making a reasonable effort to accommodate any new future emergency communications equipment provided by the city if there was a need.

**Alternatives:** Not accept the lease agreement between Midwest Wireless Communications L.L.C. d/b/a Verizon Wireless and the City of Willmar and forego the annual rent of fifteen thousand dollars (\$15,000.00).

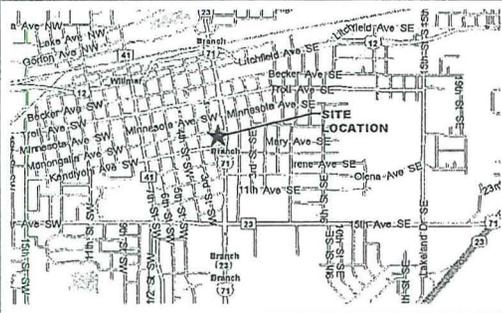
**Financial Considerations:** By accepting this lease agreement with Verizon the city will generate an additional \$15,000.00 in revenue for the general fund.

Preparer: Gary Hendrickson

Signature: 

Comments:

VICINITY MAP



**MN07 LEON WILLMAR  
NEW SITE BUILD**

**DRIVING DIRECTIONS**

FROM: BLOOMINGTON, MN SWITCH  
HEAD WEST ON OLD SHAKOPEE RD, MERGE ONTO US-169 NORTH (4.6 MI), TAKE EXIT ONTO I-494W (9.7 MI), TAKE EXIT 19B TO US-12W (.3 MI), THEN CARLSON PARKWAY EXIT ON LEFT TOWARD LINNER RD. (4 MI), MERGE ONTO US-12 VIA EXIT ON THE LEFT TOWARD WAYZATA (55.6 MI), TURN RIGHT ONTO ONTO US-12/ SIBLEY AVE N/ MN-22 (27.1 MI), CONTINUE TO FOLLOW US-12W (27.1 MI), TURN LEFT ONTO 2ND ST. SW. - 515 2ND ST. SW ON LEFT (.3 MI).

**VERIZON WIRELESS DEPT. APPROVALS**

TITLE	NAME	DATE
RF ENGINEER		
OPERATIONS MANAGER		
CONSTRUCTION ENGINEER		
CONSTRUCTION MANAGER		
REAL ESTATE MANAGER		
LANDLORD		



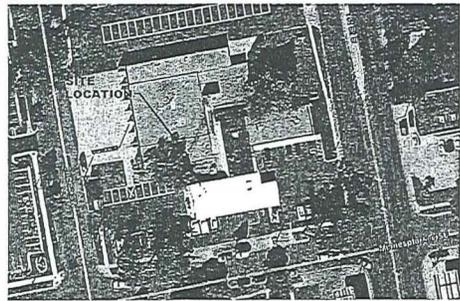
Know what's below.  
Call before you dig.  
www.call811.com

THE UTILITIES AS SHOWN ON THIS SET OF DRAWINGS WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THE INFORMATION PROVIDED IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.

**SHEET INDEX**

SHEET NUMBER	SHEET DESCRIPTION	RESPONSIBLE DISCIPLINE
T-1	TITLE SHEET	SC/E
	TOPOGRAPHIC SURVEY (BY OTHERS)	
A-1	OVERALL SITE PLAN	SC
A-2	ENLARGED SITE PLAN	SC
A-3	TOWER ELEVATION & ANTENNA LAYOUT	SC
A-4	ANTENNA KEY & GENERAL NOTES	SC
A-5	FOUNDATION PLAN & DETAILS	SC
A-6	SHELTER ELEVATIONS	SC
A-7	DETAILS (1 OF 2)	SC
A-8	DETAILS (2 OF 2)	SC
E-1	ELECTRICAL GENERAL	E
E-2	ELECTRICAL DETAILS	E
G-1	GROUNDING PLAN	E
G-2	GROUNDING RISER DIAGRAM	E
G-3	GROUNDING DETAILS (1 OF 2)	E
G-4	GROUNDING DETAILS (2 OF 2)	E
SP-1	SPECIFICATIONS (1 OF 7)	SC
SP-2	SPECIFICATIONS (2 OF 7)	SC
SP-3	SPECIFICATIONS (3 OF 7)	SC
SP-4	SPECIFICATIONS (4 OF 7)	SC
SP-5	SPECIFICATIONS (5 OF 7)	SC
SP-6	SPECIFICATIONS (6 OF 7)	E
SP-7	SPECIFICATIONS (7 OF 7)	E

**AERIAL VIEW**



**GENERAL LOCATION MAP**



COUNTY: KANDIYOHI

PLANS PREPARED FOR:

**verizon wireless**  
10801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
PHONE: (952) 946-4700

PLANS PREPARED BY:

7803 Glenroy Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 612-831-0151  
Fax: 612-436-7777

**SSC**

STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*Michael L. Owens*  
MICHAEL L. OWENS  
Type of or Filled name  
12/15/14  
4722  
Reg. No.  
Phone or e-mail covered by this certification:  
For Reasonable Discipline: STRUCTURAL/CIVIL, GC

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*Breton D. Wehling*  
BRETON D. WEHLING  
Type of or Filled name  
12-15-14  
4722  
Reg. No.  
Phone or e-mail covered by this certification:  
For Reasonable Discipline: ELECTRICAL, C

**PROJECT INFORMATION**

**SITE NAME:**  
MN07 LEON WILLMAR

**ADDRESS:**  
515 2ND STREET SW  
WILLMAR, MINNESOTA 56201

**LATITUDE (FROM 1A LETTER):**  
45° 07' 07.793" N (NAD 83)

**LONGITUDE (FROM 1A LETTER):**  
95° 02' 38.392" W (NAD 83)

**GROUND ELEVATION:**  
1129.9' (NAVD 88)

**ANTENNA TIP HEIGHT:**  
VARIES (SEE SHEET A-4)

**ANTENNA RAD CENTER:**  
96'-0" A.G.L.

**STRUCTURE HEIGHT:**  
100'-0" A.G.L.  
MONOPOLE

**OVERALL STRUCTURE HEIGHT:**  
108'-0" A.G.L.

**YEAR TOWER BUILT:**  
TBD

**PROJECT DESCRIPTION:**  
PROPOSED 100'-0" MONOPOLE WITH RELATED UNMANNED COMMUNICATION EQUIPMENT BELOW

**TELCO PROVIDER:**  
CENTURYLINK

**POWER PROVIDER:**  
WILLMAR MUNICIPAL UTILITIES  
320-235-4422

**LESSOR:**  
CITY OF WILLMAR  
333-6TH ST. SW  
WILLMAR, MINNESOTA 56201  
CONTACT: MARK BOESCHEN  
PHONE: (320) 235-4913  
FAX: (320) 235-4917

**SITE ACQUISITION:**  
VERIZON WIRELESS  
10801 BUSH LAKE ROAD  
BLOOMINGTON, MINNESOTA 55438  
CONTACT: MIKE COGAR  
PHONE: 952-946-4700  
FAX: 952-946-2118

**CONSTRUCTION ENGINEER:**  
VERIZON WIRELESS  
10801 BUSH LAKE ROAD  
BLOOMINGTON, MINNESOTA 55438  
CONTACT: STEVE COLLIN  
PHONE: (612) 720-0032

**CONSULTING ENGINEER:**  
SSC, INC  
9900 WEST 109TH STREET, SUITE 300  
OVERLAND PARK, KANSAS 66210  
M.L. OWENS - STRUCTURAL ENGINEER  
T.M. SUPER - ELECTRICAL ENGINEER  
M. SONKE - PROJECT MANAGER  
D.D. SIMS - LEAD DESIGNER  
PHONE: (813) 438-7700  
FAX: (813) 438-7777

**CODE COMPLIANCE:**  
UNINHABITED SHELTER  
2009 INTERNATIONAL BUILDING CODE  
2008 NATIONAL ELECTRICAL CODE  
TIA/EIA-222-C OR LATEST EDITION  
STRUCTURE CLASS II  
TOPOGRAPHIC CATEGORY 1  
EXPOSURE CATEGORY B

**GENERATOR FUEL TYPE:**  
DIESEL

**DRAWING NOTICE:**

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY. ANY REPRODUCTION OR THE LOAN OF THIS DRAWING, THE BORROWER'S PACKAGES AND ADDED TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LOANED OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

**SUBMITTALS**

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	09/21/13	DOS	A
ISSUED FOR REVIEW	12/09/13	JAB	B
ISSUED FOR REVIEW	12/17/13	PJH	C
ISSUED FOR CONSTRUCTION	09/12/14	PJH	D
REVISED SURVEY, FOUR EQUIPMENT	12/15/14	JAB	1

**SITE NAME:**

**MN07 LEON WILLMAR**

**SITE NUMBER:**

**265819**

**SITE ADDRESS:**

515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201

**SHEET DESCRIPTION:**

**TITLE SHEET**

**RSC #:**

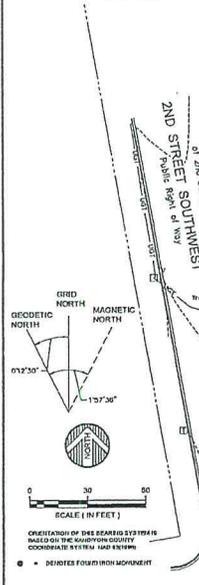
**SHEET NUMBER:**

**T-1**

# SITE SURVEY

## LEGEND

- TREE DECIDUOUS
- YARD LIGHT
- SIGN SINGLE POST
- SHRUB
- ELEC METER
- WATER HYDRANT
- ELEC LIGHT POLE
- TELE PEDestal
- WATER VALVE
- TV PEDestal
- STORM CATCH BASIN
- SANITARY MANHOLE
- FLAG POLE
- GUARD POST
- OVERHEAD ELECTRIC
- UNDERGROUND TELE
- UNDERGROUND GAS
- BOUNDARY LINE
- LOT LINE
- RIGHT OF WAY LINE
- EASEMENT LINE



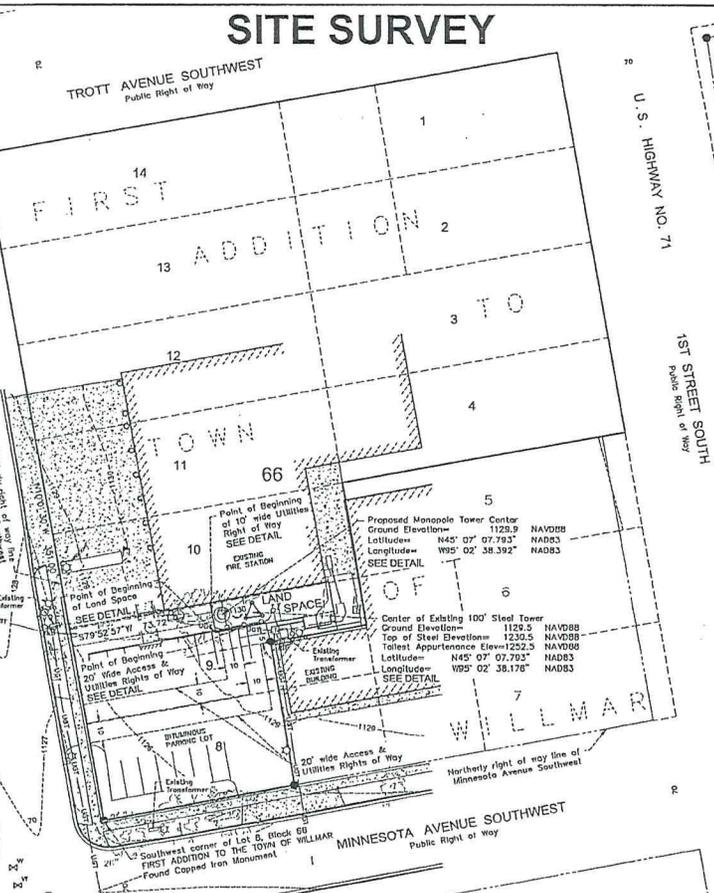
## LAND SPACE DESCRIPTION:

That part of Lots 9 and 10, Block 66, FIRST ADDITION TO TOWN OF WILLMAR, according to the recorded plat thereof, Kandiyohi County, Minnesota, described as follows:

Commencing at the southwest corner of Lot 8 said Block 66; thence North 10 degrees 01 minutes 30 seconds West along the easterly right of way line of 2nd Street Southwest, a distance of 85.44 feet; thence North 79 degrees 58 minutes 30 seconds East, a distance of 73.74 feet to the Point of Beginning of the land space to be described; thence North 79 degrees 52 minutes 57 seconds East, a distance of 2.33 feet; thence North 10 degrees 07 minutes 03 seconds East, a distance of 13.59 feet; thence South 10 degrees 07 minutes 03 seconds East, a distance of 4.00 feet; thence North 79 degrees 52 minutes 57 seconds East, a distance of 14.00 feet; thence North 10 degrees 07 minutes 03 seconds West, a distance of 4.00 feet; thence North 79 degrees 52 minutes 57 seconds East, a distance of 2.42 feet; thence North 10 degrees 07 minutes 03 seconds West, a distance of 18.00 feet; thence South 79 degrees 52 minutes 57 seconds East, a distance of 62.00 feet; thence South 10 degrees 07 minutes 03 seconds East, a distance of 15.67 feet to the Point of Beginning.

## SURVEYOR NOTE:

- Utilities are per observed evidence and from locations per COPHER STATE ONE CALL Locate Request Ticket No. 13091827, dated April 8th, 2013.
- The Proposed Land Space together with all Access & Utility Rights of Way are within the area described in the Property Description contained therein.

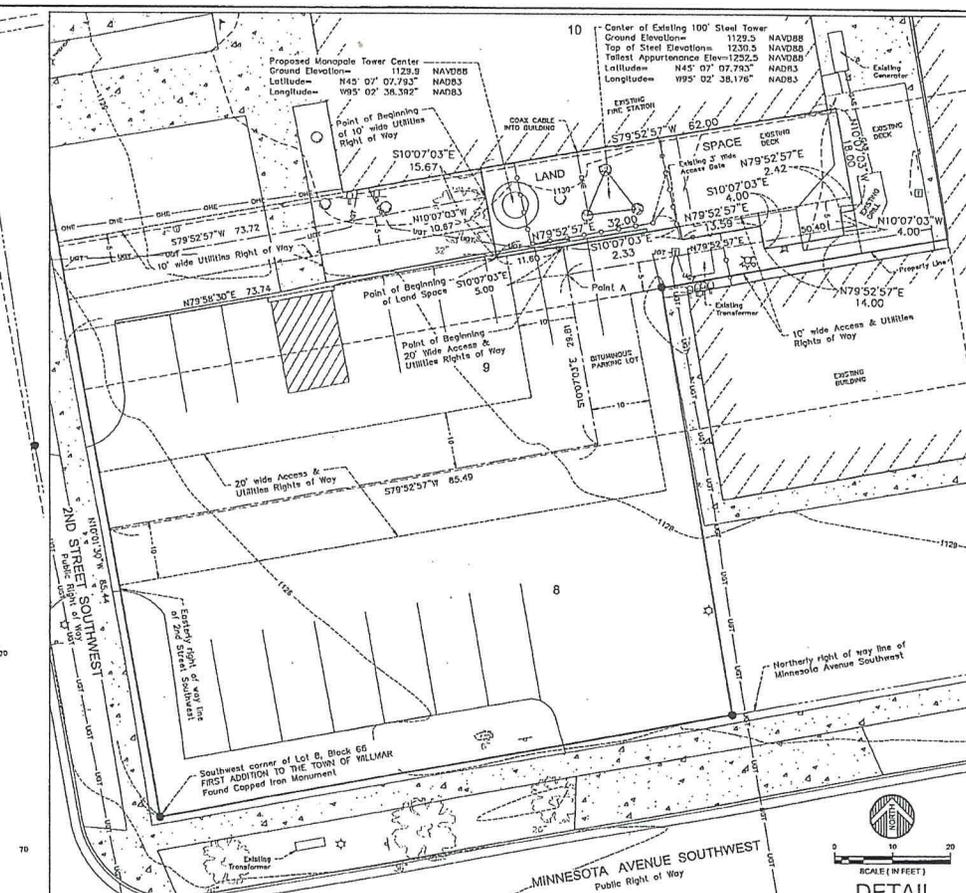


## UTILITIES RIGHT OF WAY DESCRIPTION:

A 10.00 wide right of way for utility purposes over, under and across Lots 9 and 10, Block 66, FIRST ADDITION TO TOWN OF WILLMAR, according to the recorded plat thereof, Kandiyohi County, Minnesota, the centerline of said right of way is described as follows:

Commencing at the southwest corner of Lot 8 said Block 66; thence North 10 degrees 01 minutes 30 seconds West along the easterly right of way line of 2nd Street Southwest, a distance of 85.44 feet; thence North 79 degrees 58 minutes 30 seconds East, a distance of 73.74 feet; thence North 10 degrees 07 minutes 03 seconds West, a distance of 10.87 feet to the Point of Beginning of the centerline to be described; thence South 79 degrees 52 minutes 57 seconds West, a distance of 73.72 feet to said easterly right of way line of 2nd Street Southwest and said centerline there terminating.

The sidelines of said right of way shall be shortened or lengthened to terminate at said easterly right of way line of 2nd Street Southwest.



## ACCESS & UTILITIES RIGHTS OF WAY DESCRIPTION:

A 20.00 wide right of way for ingress, egress and utility purposes over, under and across Lots 8 and 9, Block 66, FIRST ADDITION TO TOWN OF WILLMAR, according to the recorded plat thereof, Kandiyohi County, Minnesota, the centerline of said right of way is described as follows:

Commencing at the southwest corner of Lot 8 said Block 66; thence North 10 degrees 01 minutes 30 seconds West along the easterly right of way line of 2nd Street Southwest, a distance of 85.44 feet; thence North 79 degrees 58 minutes 30 seconds East, a distance of 73.74 feet; thence North 79 degrees 52 minutes 57 seconds East, a distance of 10.87 feet to the Point of Beginning of the centerline to be described; thence South 79 degrees 52 minutes 57 seconds East, a distance of 29.81 feet; thence South 79 degrees 52 minutes 57 seconds West, a distance of 62.45 feet to said easterly right of way line of 2nd Street Southwest and said centerline there terminating.

The sidelines of said right of way shall be shortened or lengthened to terminate at said easterly right of way line of 2nd Street Southwest.

## TOGETHER WITH

A 10.00 foot wide right of way for ingress, egress and utility purposes over, under and across said Lots 8 and 9, the centerline of said right of way is described as follows:

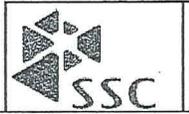
Beginning at previously described Point "A"; thence North 79 degrees 52 minutes 57 seconds East, a distance of 58.60 feet and said centerline there terminating.

**PARENT PARCEL DESCRIPTION:** (per U.S. Title Solutions File No. 48262-MN1405-5020, dated 5/30/14)

Block 66, except Lots 3, 6, 7 and the East 30 feet of Lot 8 and except the east 30 feet of the S1/2 of Lot 9, First Addition to the City of Willmar.

**SCHEDULE "B" EXCEPTIONS:** (per U.S. Title Solutions File No. 48262-MN1405-5020, dated 5/30/14)

8.) Map - First Addition to Town of Willmar  
The Plot of FIRST ADDITION TO TOWN OF WILLMAR is as shown on the survey.



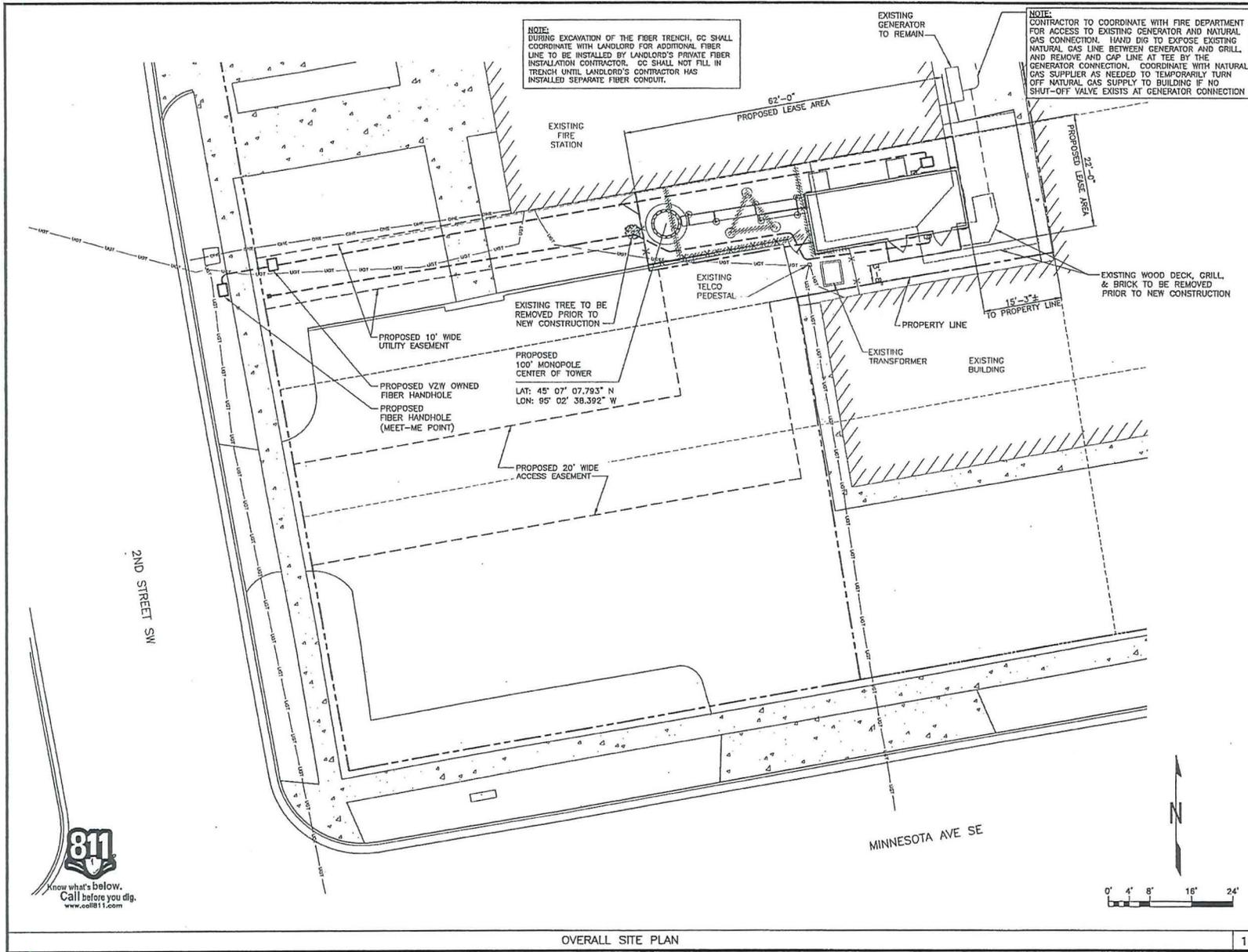
**SITE NAME: MN07 LEON WILLMAR**  
Kandiyohi, MN

3	18/14/14	ADDED 18' WIDE UTILITIES RIGHT OF WAY	THD	GMK	BTB
2	02/20/14	REVISED LAND SPACE ACCESS & UTILITY RIGHT OF WAY	GMK	BTB	BTB
1	01/11/14	UPDATED TITLE COMMITMENT	GMK	BTB	BTB
Md.	Date	REVISIONS	BY	CHK	APPD
FIELD WORK: 4/12/13		CHECKED BY: BTB	DRAWN BY: JMB/SMK/VTJ/D		

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature: *Bryan T. Balcome*  
BRYAN T. BALCOME, L.S.  
DATE: 3/11/14 LICENSE # 42594

**WIDSETH SMITH NOLTING**  
 Engineering Architecture Surveying Environmental  
 FULL SCALE 0.01 INCH = 1 FOOT SCALE ON 11x17" 04945050.00



PLANS PREPARED FOR:

**verizon** wireless

1801 BUSH LANE ROAD  
BLOOMINGTON, MN 55438  
PHONE: (652) 946-4700

PLANS PREPARED BY:

7803 Glenroy Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 952-831-0131  
Fax: 913-438-7777

**SSC**

STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*[Signature]* MICHAEL L. OWENS  
Type of Printed name

12/15/14  
Date

Pages or sheets covered by this certification: 8/STRUCTURAL/CIVIL, 6/0

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*[Signature]* SHELTON D. KESSLING  
Type of Printed name

47327  
Reg. No.

Pages or sheets covered by this certification: 6/ELECTRICAL, 6

**DRAWING NOTICE:**

THIS DRAWING HAS NOT BEEN PREPARED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE SUBMITTER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING THE SUBMITTER AGREES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT SHALL NOT BE REPRODUCED, COPIED, LOAN, OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		09/27/13	SSC	A
ISSUED FOR REVIEW		12/09/13	JMB	B
ISSUED FOR REVIEW		12/17/13	PJM	C
ISSUED FOR CONSTRUCTION		09/12/14	PJM	D
REVISED SURVEY, FIBER COMPONENT		12/15/14	JMB	E

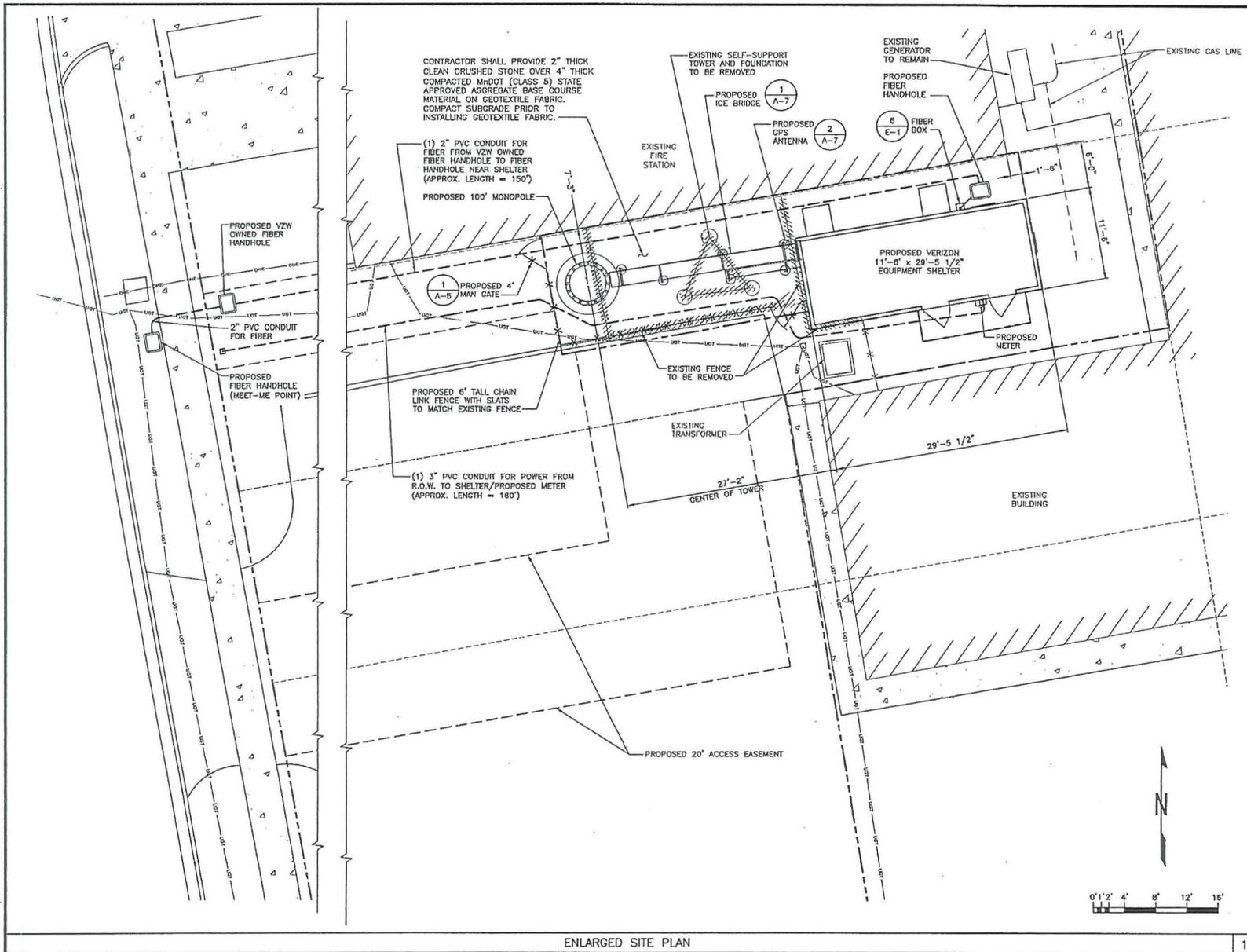
SITE NAME:  
**MN07 LEON WILLMAR**

SITE NUMBER:  
**265819**

SITE ADDRESS:  
**515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201**

SHEET DESCRIPTION:  
**OVERALL SITE PLAN**

SSC #: \_\_\_\_\_ SHEET NUMBER:  
**A-1**



PLANS PREPARED FOR:

**verizon** wireless

10001 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
PHONE: (952) 946-4700

PLANS PREPARED BY:

7603 Glenroy Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 952-831-0131  
Fax: 913-438-7777

**SSC**

STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*Michael S. Chesie*  
MICHAEL S. CHESIE  
Type or Printed name

12/17/14 4102  
Date Reg. No.

Pages or sheets covered by this certification: STRUCTURAL/CIVIL, EC

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*Sheldon D. Kestling*  
SHELDON D. KESTLING  
Type or Printed name

4759 7522-101  
Date Reg. No.

Pages or sheets covered by this certification: ELECTRICAL, E

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONSTRUCTION USE ONLY. ANY REPRODUCTION OF THE LOAN OF THIS DRAWING BY THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LOANED OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		09/27/13	DOE	A
ISSUED FOR REVIEW		12/09/13	AJB	B
ISSUED FOR REVIEW		12/17/13	PJM	C
ISSUED FOR CONSTRUCTION		09/15/14	PJM	D
REMOVED SURVEY, FIBER EQUIPMENT		12/15/14	AJB	1

SITE NAME:

**MN07 LEON WILLMAR**

SITE NUMBER:

**265819**

SITE ADDRESS:

**515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201**

SHEET DESCRIPTION:

**ENLARGED SITE PLAN**

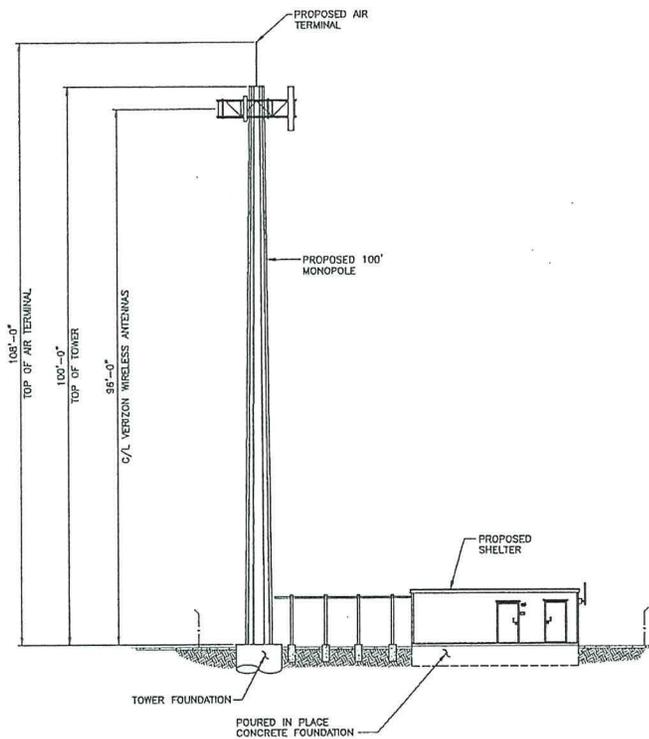
SSC #: \_\_\_\_\_ SHEET NUMBER:

**A-2**

**NOTE:**  
CONTRACTOR SHALL NOTE THE HEIGHT OF DIRECTIONAL ANTENNA ON EXISTING SELF-SUPPORT TOWER PRIOR TO REMOVAL, AND INSTALL ON PROPOSED MONOPOLE AT SAME E.L.D.

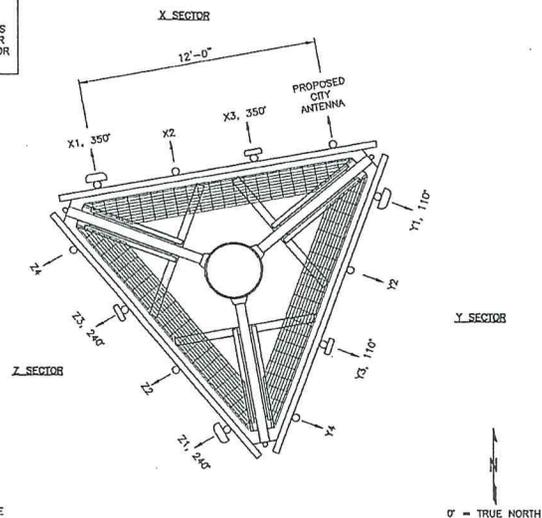
ALL TOWER INFORMATION SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY DIFFER FROM THE FINAL DESIGN PROVIDED BY THE TOWER MANUFACTURER. THE CONTRACTOR SHALL CONSTRUCT THE TOWER, TOWER FOUNDATION, AND ALL OTHER RELATED COMPONENTS IN ACCORDANCE WITH THE TOWER MANUFACTURER'S DRAWINGS AND SPECIFICATIONS. SSC TAKES NO RESPONSIBILITY FOR THE STRUCTURAL INTEGRITY OF THE PROPOSED TOWER OR PROPOSED TOWER FOUNDATION.

**NOTE:**  
THE ANTENNA LAYOUT IS FOR ANTENNA ORIENTATION ONLY. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC., SHALL BE PER TOWER MANUFACTURER'S STANDARD DETAILS.



TOWER ELEVATION

3



ANTENNA LAYOUT

1

PLANS PREPARED FOR:

**verizon** wireless  
10801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
PHONE: (952) 946-4700

PLANS PREPARED BY:

7803 Glenroy Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 952-831-0131  
Fax: 913-438-7777  
**SSC**

STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

*Michael L. O'Hara*  
MICHAEL L. O'HARA  
Typed or Printed name

Date: 12/21/14  
47257  
Reg. No.  
Pages or sheets covered by this certification:  
See Description/Sheet(s): STRUCTURAL/CIVIL, EC

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

*Shelton D. Reinhold*  
SHELTON D. REINHOLD  
Typed or Printed name

Date: 47257  
Reg. No.  
Pages or sheets covered by this certification:  
See Description/Sheet(s): ELECTRICAL, E

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONSTRUCTION USE ONLY. NO REPRODUCTION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, FOR USE FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		06/27/13	DOS	A
ISSUED FOR REVIEW		12/09/13	MB	B
ISSUED FOR REVIEW		12/17/13	PM	C
ISSUED FOR CONSTRUCTION		09/12/14	PM	D
REVISED SURVEY, FIBER EQUIPMENT		12/15/14	MB	1

SITE NAME:  
MN07 LEON WILLMAR

SITE NUMBER:  
265819

SITE ADDRESS:  
515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201

SHEET DESCRIPTION:  
TOWER ELEVATION  
& ANTENNA LAYOUT

SSC #: \_\_\_\_\_ SHEET NUMBER:  
A-3

DETAIL NOT USED

2

PROPOSED ANTENNA KEY													
	AZIMUTH	POSITION	FUNCTION	QTY	MANUFACTURER	MODEL	MOD TYPE	ANTENNA LENGTH	ANTENNA TIP	ANTENNA CENTER	ELEC DOWN/TILT	MECH DOWN/TILT	STATUS
X SECTOR	350°	1.1	TXO/RXO	1	ANDREW	LNX-6515DS-VTM	LTE	96.4"	100'	96'	3'	--	PROPOSED
		1.2	TXI/RX1	--	--	--	--	--	--	--	--	--	--
		2.1	--	--	--	--	--	--	--	--	--	--	--
	350°	3.1	TX/RXO	1	ANTEL	WBX065X16M050	AWS	41"	97'-8"	96'	3'	--	PROPOSED
		3.2	TX/RX1	--	--	--	--	--	--	--	--	--	--
CITY ANTENNA	--	--	--	--	--	*SEE EQUIPMENT KEY BELOW	--	--	--	--	--	--	
Y SECTOR	110°	1.1	TXO/RXO	1	ANDREW	LNX-6515DS-VTM	LTE	96.4"	100'	96'	5'	--	PROPOSED
		1.2	TXI/RX1	--	--	--	--	--	--	--	--	--	--
		2.1	--	--	--	--	--	--	--	--	--	--	--
	110°	3.1	TX/RXO	1	ANTEL	WBX065X16M050	AWS	41"	97'-8"	96'	5'	--	PROPOSED
		3.2	TX/RX1	--	--	--	--	--	--	--	--	--	--
	4.1	--	--	--	--	--	--	--	--	--	--	--	
Z SECTOR	240°	1.1	TXO/RXO	1	ANDREW	LNX-6515DS-VTM	LTE	96.4"	100'	96'	5'	--	PROPOSED
		1.2	TXI/RX1	--	--	--	--	--	--	--	--	--	--
		2.1	--	--	--	--	--	--	--	--	--	--	--
	240°	3.1	TX/RXO	1	ANTEL	WBX065X16M050	AWS	41"	97'-8"	96'	5'	--	PROPOSED
		3.2	TX/RX1	--	--	--	--	--	--	--	--	--	--
	4.1	--	--	--	--	--	--	--	--	--	--	--	
	4.2	--	--	--	--	--	--	--	--	--	--	--	

PROPOSED COAX KEY							
QTY.	COAX TYPE	MANUFACTURER	MODEL	DIELECTRIC	DIAMETER (INCH)	RUN (FEET)	STATUS
1	MAIN	ANDREW	AWA7-50	FOAM	1 5/8"	120'	PROPOSED
1	MAIN	ANDREW	AWA7-50	FOAM	1 5/8"	120'	PROPOSED
1	MAIN	ANDREW	AWA7-50	FOAM	1 5/8"	120'	PROPOSED
1	MAIN	ANDREW	AWA7-50	FOAM	1 5/8"	120'	PROPOSED
1	MAIN	ANDREW	AWA7-50	FOAM	1 5/8"	120'	PROPOSED
1	MAIN	ANDREW	AWA7-50	FOAM	1 5/8"	120'	PROPOSED

PROPOSED TIA KEY		
QTY.	MODEL	STATUS
--	--	--
--	--	--
--	--	--
--	--	--
--	--	--
--	--	--

*PROPOSED EQUIPMENT KEY (TO BE INSTALLED BY LANDLORD'S CONTRACTOR)			
QTY.	EQUIPMENT TYPE	MODEL	STATUS
1	VHF 5.25 DB GAIN ANTENNA	220-3BN	PROPOSED
1	VHF 6 DB GAIN INVERTABLE ANTENNA	DB-224-A	PROPOSED
300	1/2" TRANSMISSION LINE WITH 4 N FEMALE CONNECTORS	LDF4-50A	PROPOSED
4	SNAP ON GROUNDING KIT WITH FIELD INSTALLED 2-HOLE LUG, 48" BONDING CONDUCTOR	SG12-12B2U	PROPOSED
2	1/2" HOISTING GRIP	L4SGRIP	PROPOSED
7	KIT OF 10 SNAP STACK 1/2" COAX HANGERS	SSH-12-4	PROPOSED

PROPOSED ANTENNA JUMPER KEY							
QTY.	MANUFACTURER	MODEL	DIELECTRIC	DIAMETER (INCH)	RUN (FEET)	STATUS	
12	JUMPERS	ANDREW	LDF4-50A	FOAM	1/2"	10'	PROPOSED

- NOTES:
- ANTENNAS SHALL BE DESIGNATED FROM RIGHT TO LEFT, FACING THE ASSEMBLY FROM THE GROUND. LEFT TO RIGHT FACING THE BACK OF THE ANTENNA.
  - THE OUTER MOST ANTENNAS ON EACH FACE SHALL BE DESIGNATED AS THE RECEIVE ANTENNAS. THE INNER ANTENNAS SHALL BE DESIGNATED AS THE TRANSMIT ANTENNAS.
  - EACH TRANSMISSION LINE SHALL BE LABELED WITH BRASS "TOE TAGS", GRANGER PART NUMBER 1F035-B, STAMPED WITH 1/4" LETTERS/NUMBERS STAMPS, GRANGER PART NUMBER 3W639. THE LABELS SHALL BE ATTACHED WITH A SEMIPERMANENT METHOD (I.E. BLACK UV RESISTANT CABLE TIES). THE TAGS SHALL BE PLACED SO AS NOT TO COME IN CONTACT WITH THE CONNECTOR ON THE LINE AND THE METAL OF THE TOWER. LINES SHALL BE LABELED AT THE TOP, BOTTOM AT ENTRY PORT.
  - EACH LINE SHALL ALSO BE LABELED AT THE LIGHTNING/SURGE PROTECTOR MOUNTING PLATE WITH A PRINTABLE LABEL MARKER TO INDICATE LINE NUMBER AND FUNCTION, THE SAME AS THE TOE TAG.
  - THE TAG LABELING SHALL BE AS DESIGNATED IN THE ANTENNA KEY.
  - IN TWO-ANTENNA CONFIGURATION WHERE ONE ANTENNA WILL BE DUPLEXED, THE DUPLEXED ANTENNA SHALL BE LABELED AS RECEIVE.
  - CONTRACTOR SHALL FIELD VERIFY THE EXACT TMA'S (IF THEY ARE REQUIRED) PER THE OPERATIONS MANAGER.
  - COAXIAL FEEDER LENGTHS INDICATED ABOVE ARE APPROXIMATE. CONTRACTOR TO VERIFY ACTUAL LENGTH BEFORE ORDERING.
  - CONTRACTOR SHALL INSTALL PLATFORM OR MOUNTING BRACKETS AND HARDWARE FOR ALL ANTENNAS AND SHALL BE PER THE TOWER MANUFACTURERS STANDARD DETAILS OR APPROVED EQUAL.
  - CONTRACTOR TO FURNISH AND INSTALL AN EXIT PORT (IF ONE IS NOT EXISTING) IN ACCORDANCE WITH THE TOWER MANUFACTURER'S SPECIFICATIONS AND UPON THE TOWER OWNER'S APPROVAL. (TYP. AT PLATFORM AND AT BOTTOM).

ANTENNA KEY AND GENERAL NOTES

1

PLANS PREPARED FOR:

10801 BUSH LAKE ROAD  
BLOOMINGTON, MINNESOTA 55438  
PHONE: 952-831-0131  
PHONE: (952) 946-4700

PLANS PREPARED BY:

7803 Glenroy Road, Suite 102  
Bloomington, Minnesota 55438  
Phone: 952-831-0131  
Fax: 913-438-7777

STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

MICHAEL D. OWENS  
Typed or Printed name

12/17/13  
Date

Page or sheets covered by this certification:  
See Description Schedule, ELECTRICAL E

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

SHELDON D. KEISLING  
Typed or Printed name

47297  
REG. NO.

Page or sheets covered by this certification:  
See Description Schedule, ELECTRICAL E

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY AND NO REPRODUCTION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISSEMINATED OR OTHERWISE USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

QTY	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		09/27/13	DOS	A
ISSUED FOR REVIEW		12/09/13	JAB	B
ISSUED FOR REVIEW		12/17/13	PWF	C
ISSUED FOR CONSTRUCTION		09/12/14	PWF	0
REVISED SURVEY, FIBER EQUIPMENT		12/15/14	JAB	1

CITE NAME:

MN07 LEON WILLMAR

SITE NUMBER:

265819

SHEET DESCRIPTION:

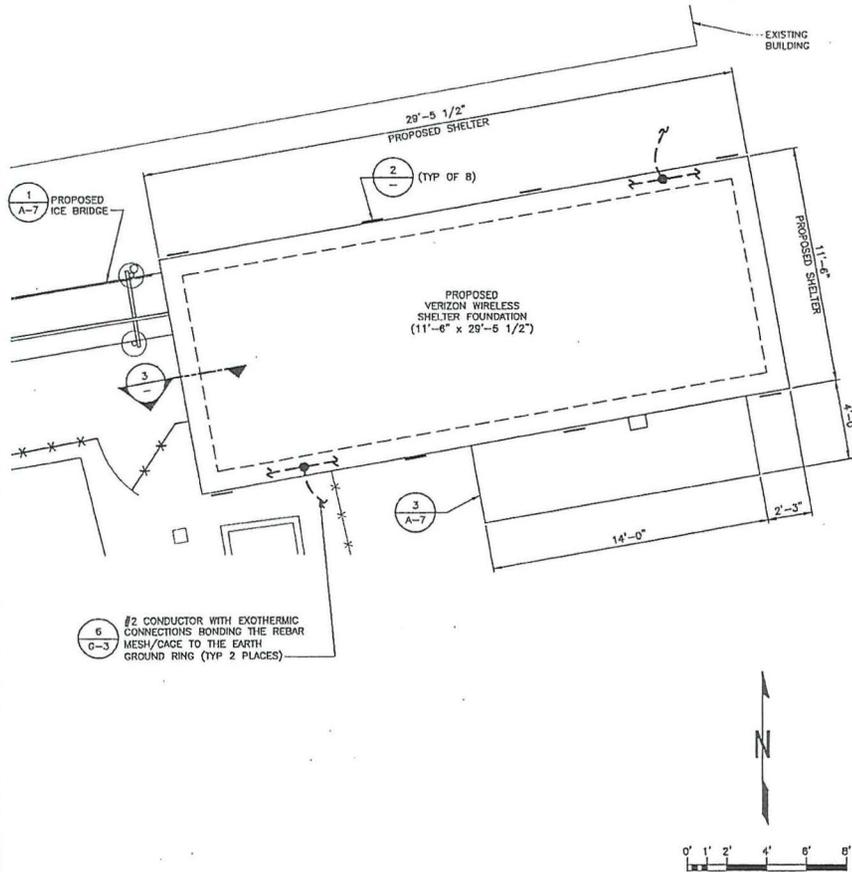
ANTENNA KEY & GENERAL NOTES

SHEET NUMBER:

A-4

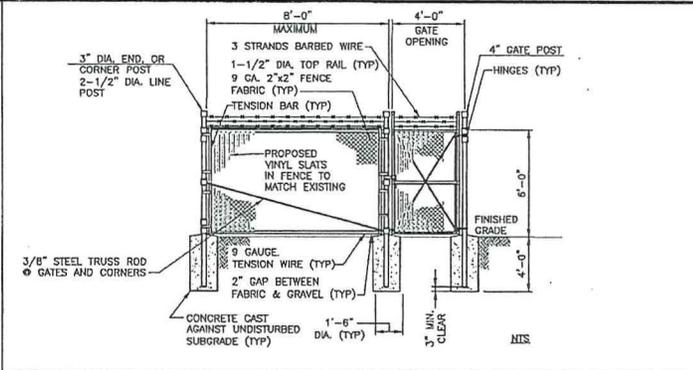
EQUIPMENT					
EQUIPMENT FURNISHED AND/OR INSTALLED BY:					
DESCRIPTION	FURNISHED	INSTALLED	DESCRIPTION	FURNISHED	INSTALLED
SHELTER	VERIZON	CONTRACTOR	GRASS SEED AND FERTILIZER	CONTRACTOR	CONTRACTOR
ANTENNAS	VERIZON	CONTRACTOR	CONCRETE	CONTRACTOR	CONTRACTOR
ANTENNA MOUNTING PIPES	VERIZON	CONTRACTOR			
ANTENNA MOUNTING BRACKETS	VERIZON	CONTRACTOR			
ANTENNA PLATFORM	VERIZON	CONTRACTOR	CULVERT	CONTRACTOR	CONTRACTOR
GENERATOR EXHAUST & LOUVERS	VERIZON	CONTRACTOR	COAX LADDER	VERIZON	CONTRACTOR
LIGHTNING ROD	VERIZON	CONTRACTOR	SHELTER TIE DOWNS	VERIZON	CONTRACTOR
TOWER & ANCHOR BOLTS	VERIZON	CONTRACTOR	FCC SIGNS	CONTRACTOR	CONTRACTOR
ICE BRIDGE	VERIZON	CONTRACTOR	PPC TYPE CONNECTORS	CONTRACTOR	CONTRACTOR
SURGE PROTECTION UNIT	VERIZON	CONTRACTOR	GPS ANTENNA	VERIZON	CONTRACTOR
JUMPERS	CONTRACTOR	CONTRACTOR	GPS SURGE ARRESTER	VERIZON	CONTRACTOR
CONDUIT, WIRING, & GROUNDING	CONTRACTOR	CONTRACTOR	PPC STYLE CLOSURES	CONTRACTOR	CONTRACTOR
FENCING, GATES, & LATCH	CONTRACTOR	CONTRACTOR			
CRUSHED ROCK	CONTRACTOR	CONTRACTOR			
CONCRETE FILLED STEEL BOLLARDS	CONTRACTOR	CONTRACTOR			
EROSION CONTROL FABRIC	CONTRACTOR	CONTRACTOR			

NOTE:  
FOOTING ARE DESIGNED FOR AN ASSUMED ALLOWABLE BEARING CAPACITY OF 1000 PSF. THE CONTRACTOR IS REQUIRED TO VERIFY THE SOIL CAPACITY AND INFORM THE STRUCTURAL ENGINEER AS TO THE FINDINGS. IF THE BEARING CAPACITY IS BELOW 1000 PSF ADJUSTMENTS IN FOOTING SIZE MAY BE REQUIRED.



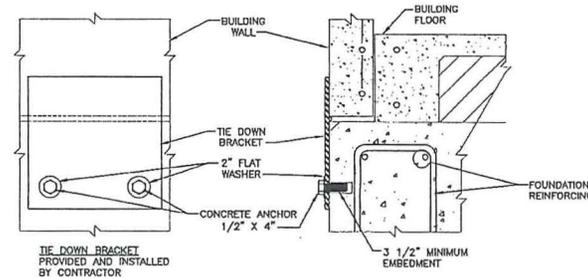
SHELTER FOUNDATION PLAN

4



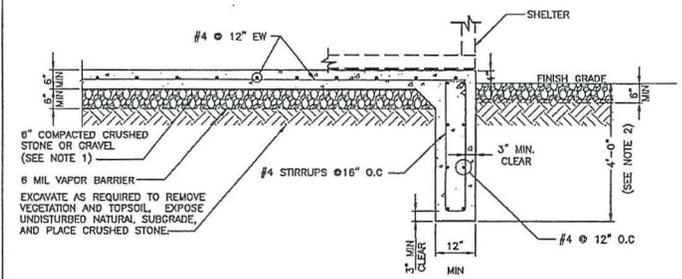
FENCE/GATE DETAIL

1



SHELTER TIE DOWN DETAIL

2



SHELTER FOUNDATION SECTION

3

NOTES:  
1. GRAVEL SHALL BE NATURAL OR CRUSHED GRAVEL WITH 100 PERCENT PASSING 1 INCH SIEVE.  
2. BOTTOM OF FOUNDATION SHALL BE BELOW FROST LINE AND BEAR ON UNDISTURBED SOIL.

PLANS PREPARED FOR:  
**verizon** wireless  
10801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
PHONE: (952) 946-4700

PLANS PREPARED BY:  
7803 Glenroy Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 952-831-0131  
Fax: 913-438-7777  
**SSC**

STRUCTURAL/CIVIL ENGINEER:  
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.  
  
MICHAEL L. OVENS  
Type or Printed name  
Date: 12/15/14  
4029  
REG. NO.  
Pages or sheets covered by this certification: STRUCTURAL/CIVIL EC

ELECTRICAL ENGINEER:  
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.  
  
SHELTON D. HEISLING  
Type or Printed name  
Date: 4/29  
REG. NO.  
Pages or sheets covered by this certification: ELECTRICAL E

DRAWING NOTICE:  
THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONSTRUCTION USE ONLY. AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING THE BORROWER AGREES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSES OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTAL #	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		09/27/13	DGS	A
ISSUED FOR REVIEW		12/09/13	AG	B
ISSUED FOR REVIEW		12/17/13	PJM	C
ISSUED FOR CONSTRUCTION		09/12/14	PJM	D
REVISED SURVEY, FUROR EQUIPMENT		12/15/14	AG	1

SITE NAME:  
MN07 LEON WILLMAR

SITE NUMBER:  
265819

SITE ADDRESS:  
515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201

SHEET DESCRIPTION:  
FOUNDATION  
PLAN AND DETAILS

SSC #:  
SHEET NUMBER:  
A-5

PLANS PREPARED FOR:

**verizon** wireless

10801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
PHONE: (652) 946-4700

PLANS PREPARED BY:

7803 Cleary Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 952-831-0131  
Fax: 913-438-7777

**SSC**

STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*Signature* MICHAEL L. OWENS  
Type or Printed name

4/022  
12/15/14  
Date: Page No.  
Pages or sheets covered by this certification: 6  
Professional Discipline: STRUCTURAL/CIVIL ENR

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*Signature* EHLTON D. KEISLING  
Type or Printed name

47152  
Date: Page No.  
Pages or sheets covered by this certification: 6  
Professional Discipline: ELECTRICAL ENR

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS NOT TO BE REPRODUCED OR IN ANY MANNER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

ISSUED FOR	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		09/12/13	OWS	A
ISSUED FOR REVIEW		12/09/13	AWB	B
ISSUED FOR REVIEW		12/11/13	FWY	C
ISSUED FOR CONSTRUCTION		09/12/14	FWY	0
REVISED SURVEY, FIBER EQUIPMENT		12/15/14	AWB	1

SITE NAME:

**MN07 LEON WILLMAR**

SITE NUMBER:

**265819**

SITE ADDRESS:

515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201

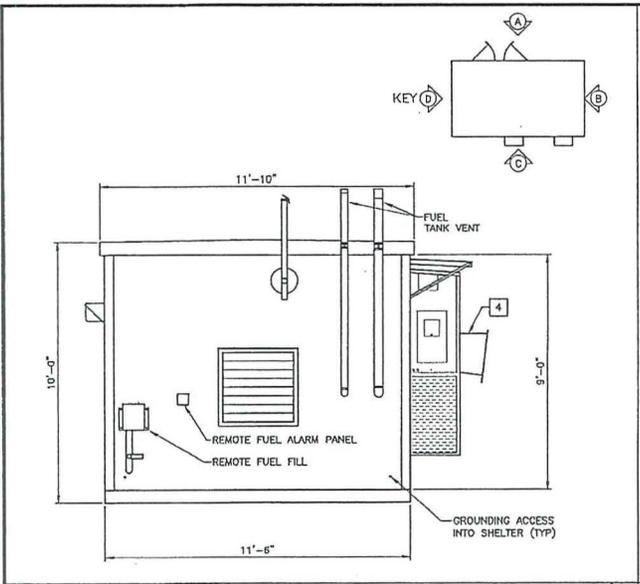
SHEET DESCRIPTION:

**SHELTER ELEVATIONS**

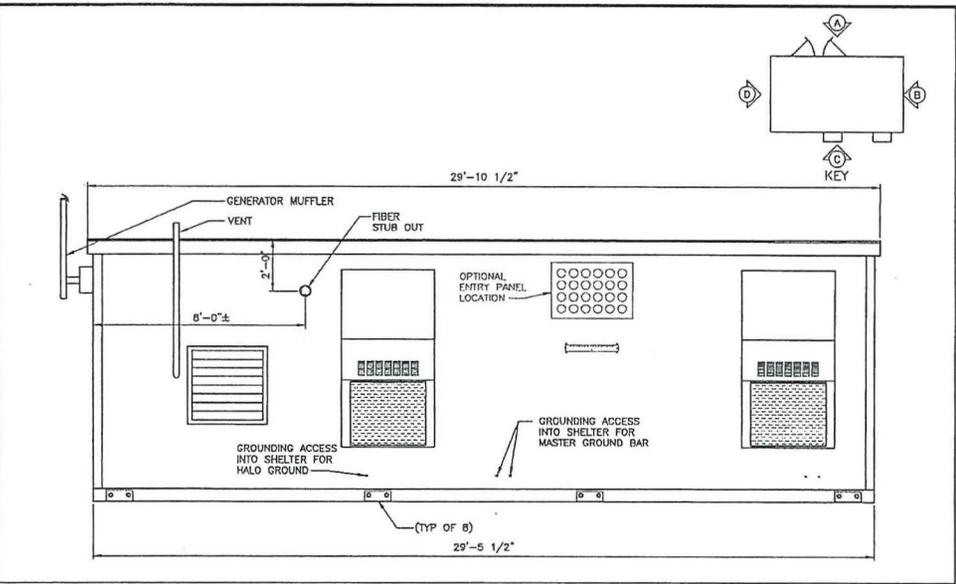
SSC #:

SHEET NUMBER:

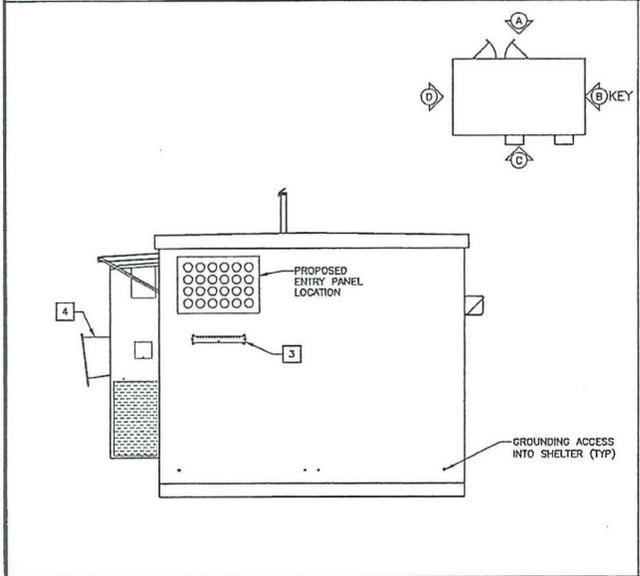
**A-6**



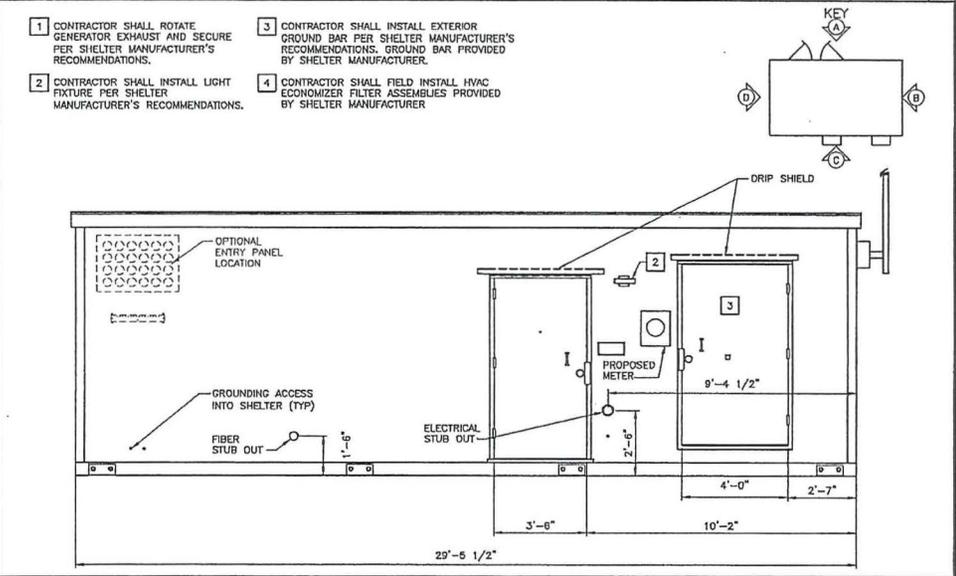
'FIBREBOND' EQUIPMENT SHELTER ELEVATION - "D" 3



'FIBREBOND' EQUIPMENT SHELTER ELEVATION - "C" 1

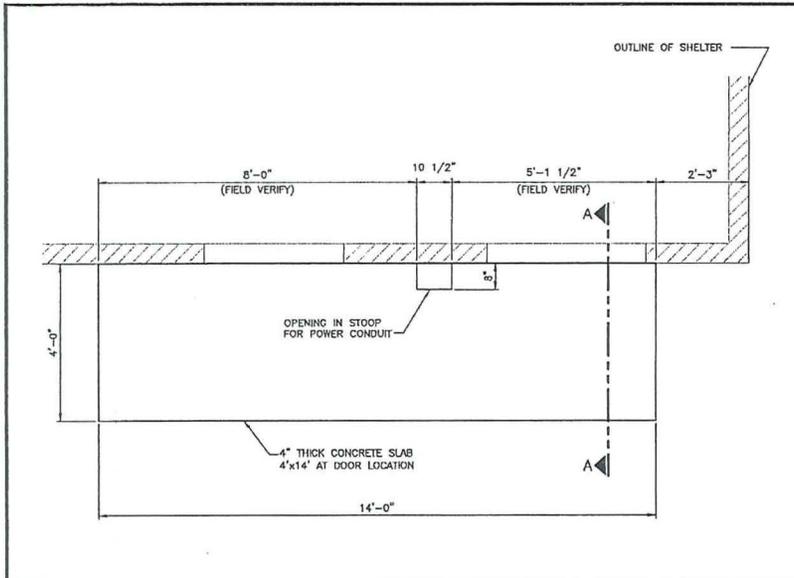


'FIBREBOND' EQUIPMENT SHELTER ELEVATION - "B" 4



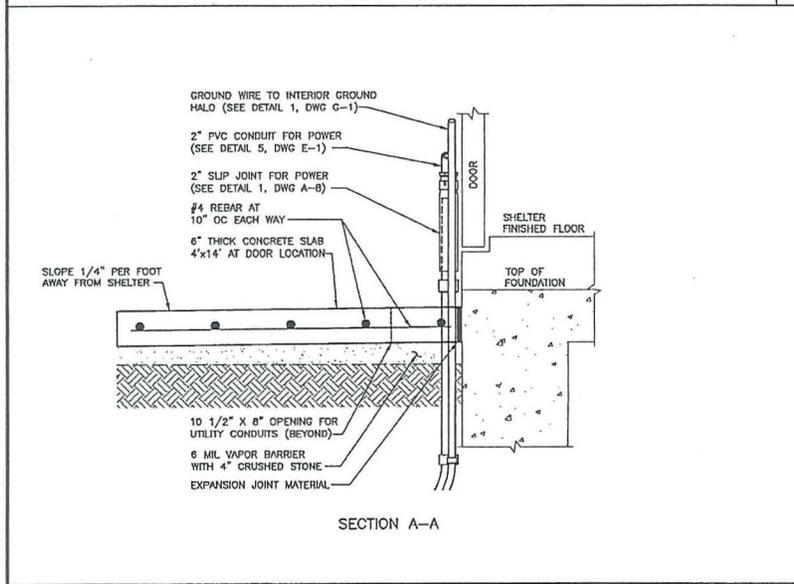
'FIBREBOND' EQUIPMENT SHELTER ELEVATION - "A" 2

- CONTRACTOR SHALL ROTATE GENERATOR EXHAUST AND SECURE PER SHELTER MANUFACTURER'S RECOMMENDATIONS.
- CONTRACTOR SHALL INSTALL LIGHT FIXTURE PER SHELTER MANUFACTURER'S RECOMMENDATIONS.
- CONTRACTOR SHALL INSTALL EXTERIOR GROUND BAR PER SHELTER MANUFACTURER'S RECOMMENDATIONS. GROUND BAR PROVIDED BY SHELTER MANUFACTURER.
- CONTRACTOR SHALL FIELD INSTALL HVAC ECONOMIZER FILTER ASSEMBLIES PROVIDED BY SHELTER MANUFACTURER.



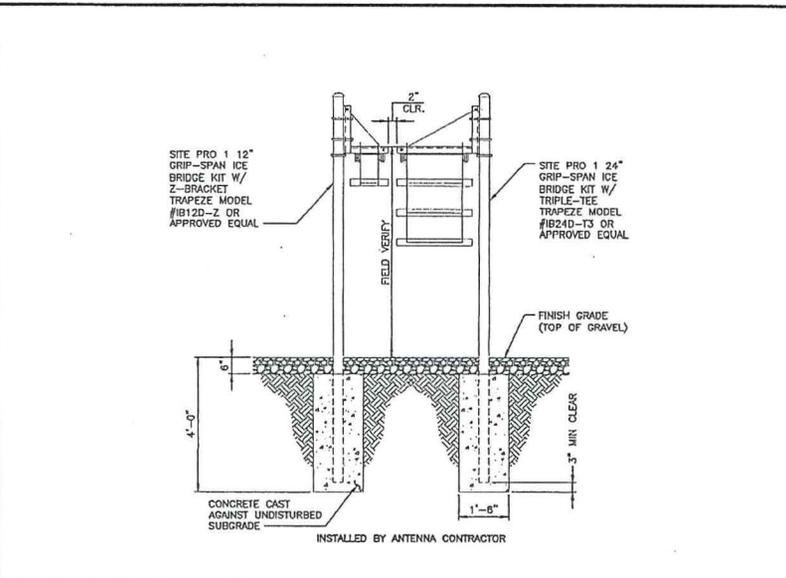
STOOP PLAN

3



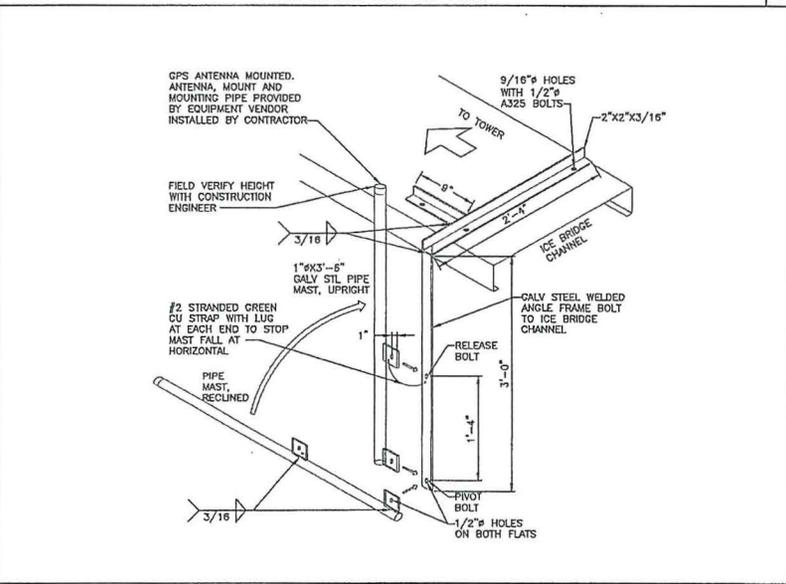
STOOP DETAIL

4



ICE BRIDGE SUPPORT POST

1



TYPICAL G.P.S. MOUNTING DETAIL

2

PLANS PREPARED FOR:

**verizon** wireless

10801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
PHONE: (952) 946-4700

PLANS PREPARED BY:

7803 Glenroy Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 952-831-0131  
Fax: 913-438-7777

**SSC**

STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*Michael L. Owens*  
MICHAEL L. OWENS  
Typed or Printed name

12/15/14  
4052  
REG. NO.  
Pages or sheets covered by this certification:  
Per Responsible Designer: STRUCTURAL/CIVIL EC

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*Shelton D. Reuelio*  
SHELTON D. REUELIO  
Typed or Printed name

4757  
REG. NO.  
Pages or sheets covered by this certification:  
Per Responsible Designer: ELECTRICAL E

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING THE BORROWER AGREES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS PUBLISHED.

SUBMITTAL	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		09/27/13	SSC	A
ISSUED FOR REVIEW		12/09/13	WJM	B
ISSUED FOR REVIEW		12/17/13	PJM	C
ISSUED FOR CONSTRUCTION		09/12/14	PJM	D
REVISED SURVEY, FIBER EQUIPMENT		12/15/14	WJM	E

SITE NAME:

**MN07 LEON WILLMAR**

SITE NUMBER:

265819

SITE ADDRESS:

515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201

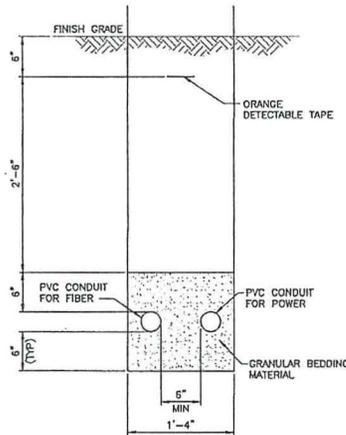
SHEET DESCRIPTION:

**DETAILS  
(1 OF 2)**

SSC #: \_\_\_\_\_ SHEET NUMBER:

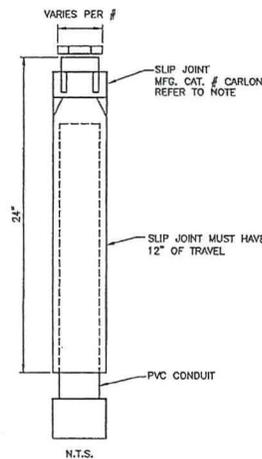
**A-7**

**NOTE:**  
DURING EXCAVATION OF THE FIBER TRENCH, GC SHALL COORDINATE WITH LANDLORD FOR ADDITIONAL FIBER LINE TO BE INSTALLED BY LANDLORD'S PRIVATE FIBER INSTALLATION CONTRACTOR. GC SHALL NOT FILL IN TRENCH UNTIL LANDLORD'S CONTRACTOR HAS INSTALLED SEPARATE FIBER CONDUIT.



- NOTES:**
1. COMMUNICATION AND POWER CONDUITS MAY BE RUN IN SEPARATE TRENCHES. CONDUITS SHALL MAINTAIN 6 INCHES MINIMUM SEPARATION.
  2. SEE SITE PLANS FOR EXACT SIZE AND QUANTITY OF CONDUITS.
  3. CONTRACTOR SHALL VERIFY FROST DEPTH FOR THIS PROJECT.

- NOTES:**  
CARLON #  
2 INCHES - #E854JXX,  
3 INCHES - #E854LXX,  
4 INCHES - #E854NXX.



DETAIL NOT USED

4

TYPICAL CONDUIT TRENCH

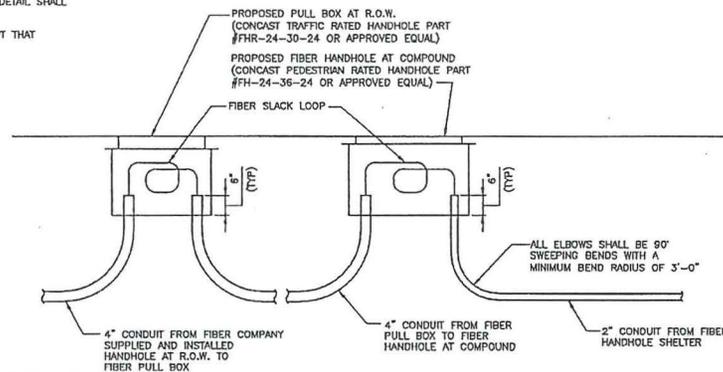
3

SLIP JOINT DETAIL

1

**NOTES:**

1. CONTRACTOR SHALL COORDINATE INSTALLATION WITH FIELD ENGINEER PRIOR TO CONDUIT BEING PLACED. FIELD ENGINEER WILL DETERMINE THE LOCATION OF THE HANDHOLE AT THE R.O.W AND AT THE FIBER PEDESTAL LOCATION.
2. ALL MATERIALS SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
3. ALL CONDUITS SHALL BE EQUIPPED WITH 200LB TEST MULE TAPE AND SHALL BE CAPPED UNTIL CABLE INSTALLATION. EXTEND ENDS OF CONDUIT UP 12" ABOVE GRADE IF UTILITY COMPANY SUPPLIED AND INSTALLED ITEMS ARE NOT IN PLACE.
4. ANY VARIATIONS FROM THESE DRAWINGS AND DETAIL SHALL BE COORDINATED WITH THE FIELD ENGINEER.
5. ALL CONDUITS SHALL BE SCH 40 PVC, EXCEPT THAT SCH 80 SHALL BE USED UNDER ROADS.



DETAIL NOT USED

5

TYPICAL HANDHOLE OR PULL BOX DETAIL

2

PLANS PREPARED FOR:

1001 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
PHONE: (952) 946-4700

PLANS PREPARED BY:

7803 Glenroy Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 552-831-0131  
Fax: 913-438-7777

STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

MICHAEL L. OWENS  
Typed or Printed name

12/15/14  
Date

4882  
Exp. No.

Paper or sheets covered by this certification:  
Electromechanical Division, STRUCTURAL/CIVIL, EC

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

SHELDON D. WESLING  
Typed or Printed name

4739  
Exp. No.

Paper or sheets covered by this certification:  
Electromechanical Division, ELECTRICAL, E

**DRAWING NOTICE:**  
THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LEFT TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY. AND IN ACCEPTANCE OF THE LOAN OF THIS DRAWING THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTAL #	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		09/27/13	DOE	A
ISSUED FOR REVIEW		12/09/13	AGB	B
ISSUED FOR REVIEW		12/17/13	PJM	C
ISSUED FOR CONSTRUCTION		09/12/14	PJM	D
REVISED SURVEY, FIBER EQUIPMENT		12/15/14	AGB	E

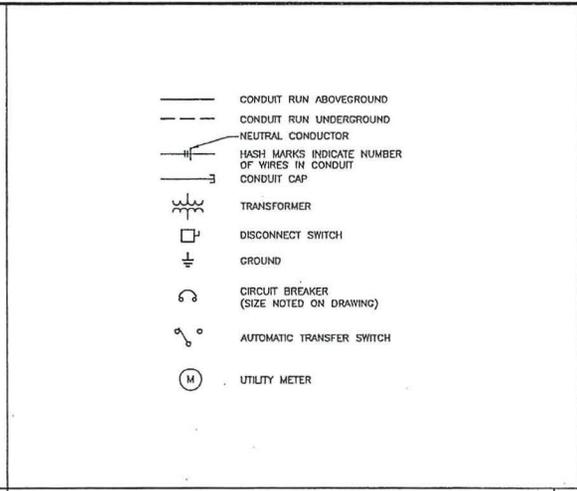
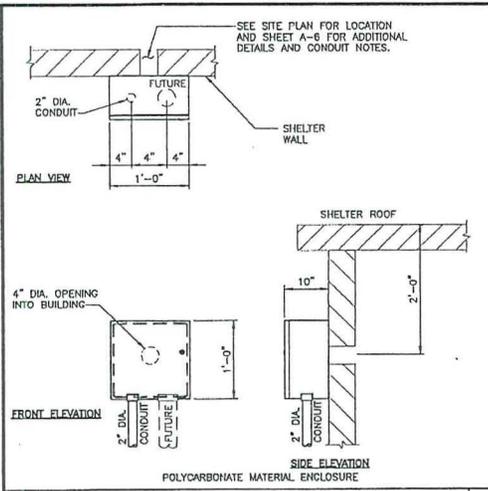
SITE NAME:  
**MN07 LEON WILLMAR**

SITE NUMBER:  
**265819**

SITE ADDRESS:  
**515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201**

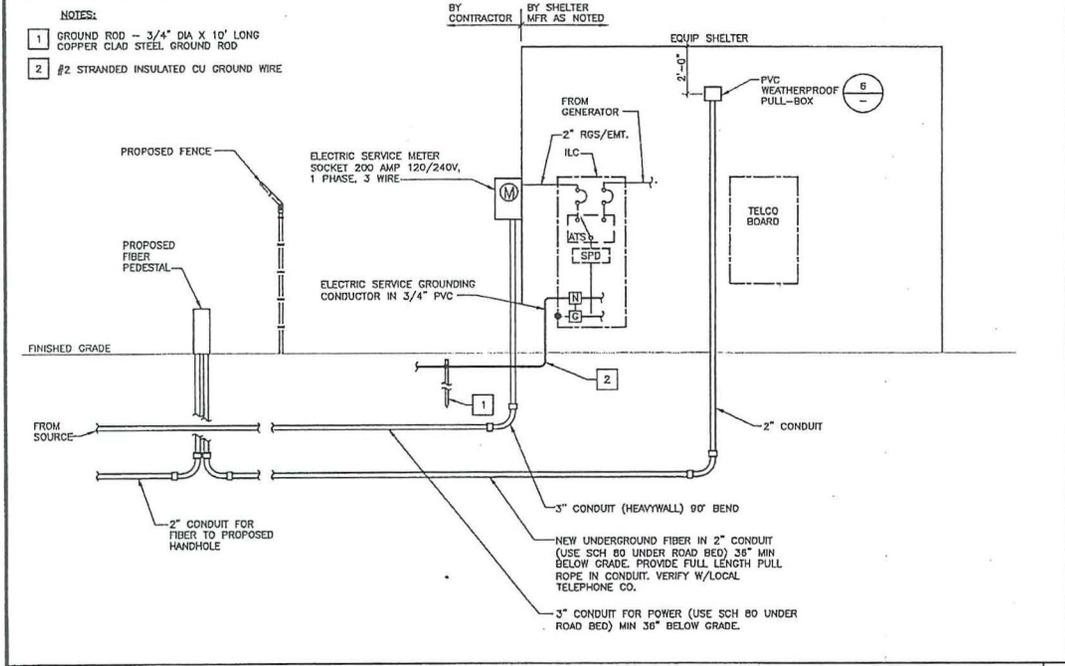
SHEET DESCRIPTION:  
**DETAILS  
(2 OF 2)**

SSC #:  
SHEET NUMBER:  
**A-8**

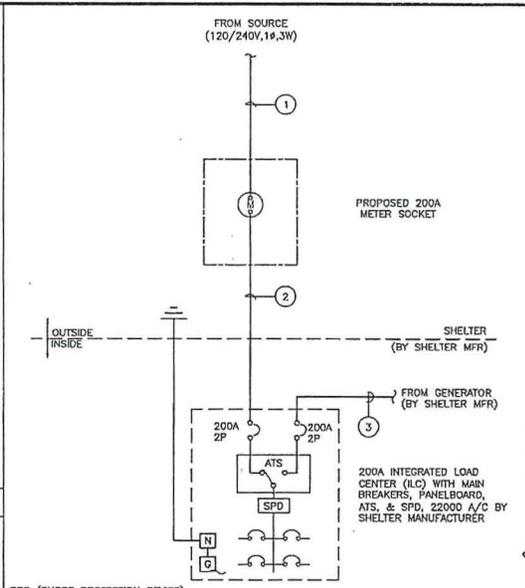


FIBER BOX DETAIL 6

ELECTRICAL SYMBOLS 4



ELECTRICAL RISER DIAGRAM 5



CONNECTION DIAGRAM 1

NO.	FROM	TO	CONFIGURATION	FUNCTION
1	SOURCE	METER SOCKET	3#3/0 BY UTILITY IN 3" C W/PULLSTRING BY CONTRACTOR	NORMAL POWER FEEDER TO METER SOCKET
2	METER SOCKET	ILC	3#3/0, 1#6G, 2" C	NORMAL POWER FEEDER TO PANEL
3	GENERATOR BREAKER	ILC	3#3/0, 1#6G, 2" C	EMERGENCY POWER FEEDER TO ATS

CIRCUIT SCHEDULE 2

- ALL ELECTRICAL WORK SHALL CONFORM TO REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE AS A MINIMUM STANDARD.
- ALL EXTERIOR ABOVE GROUND CONDUIT SHALL BE RIGID GALVANIZED STEEL (RGS) AND ALL INTERIOR ABOVE GROUND CONDUIT SHALL BE ELECTRICAL METALLIC TUBING (EMT) UNLESS OTHERWISE NOTED OR INDICATED.
- ALL UNDERGROUND CONDUIT SHALL BE SCH 40 PVC UNLESS OTHERWISE INDICATED OR AS REQUIRED BY LOCAL UTILITY COMPANY. ALL UNDERGROUND ELBOWS SHALL BE SWEEPING ENDS.
- ALL WIRING AND CONDUIT TO BE SUPPLIED AND INSTALLED BY GENERAL CONTRACTOR UNLESS OTHERWISE NOTED.

GENERAL NOTES 3

PLANS PREPARED FOR:

**verizon** wireless

10801 BUSH LAKE ROAD  
BLOOMINGTON, MINN. 55438  
PHONE: (952) 940-4700

PLANS PREPARED BY:

7803 Glenroy Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 952-831-0131  
Fax: 913-438-7777

**SSC**

STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: MICHAEL L. OWEN  
Type or Printed name: MICHAEL L. OWEN  
Title: P.E. CIVIL  
Pages or sheets covered by this certification: 2/2 (Structural/Civil, EC)

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: MICHAEL D. KEILHIPS  
Type or Printed name: MICHAEL D. KEILHIPS  
Title: P.E. ELEC.  
Pages or sheets covered by this certification: 4/15 (Electrical, EC)

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY. AND IN CONFIRMATION OF THE LOAN OF THIS DRAWING THE BORROWER HEREBY AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

DATE	DESCRIPTION	BY	REV
09/27/13	DOCS	JMB	A
12/09/13	JMB	B	
12/17/13	PJN	C	
09/12/14	PJN	D	
12/15/14	JMB	1	

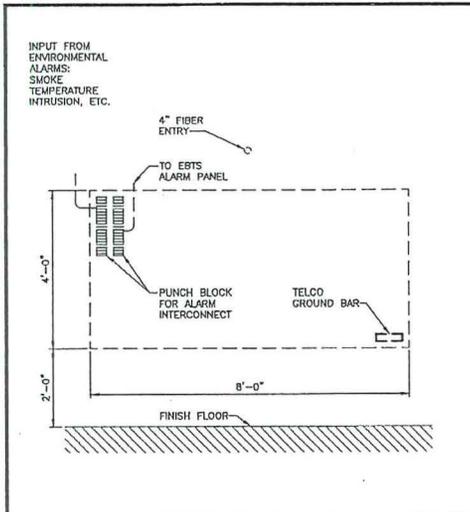
GITE NAME: MN07 LEON WILLMAR

RITE NUMBER: 265819

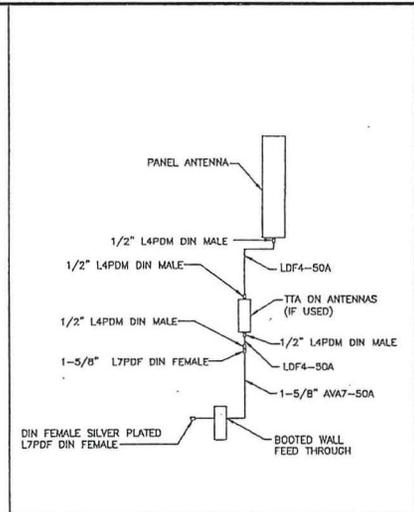
GITE ADDRESS: 515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201

SHEET DESCRIPTION: ELECTRICAL  
GENERAL

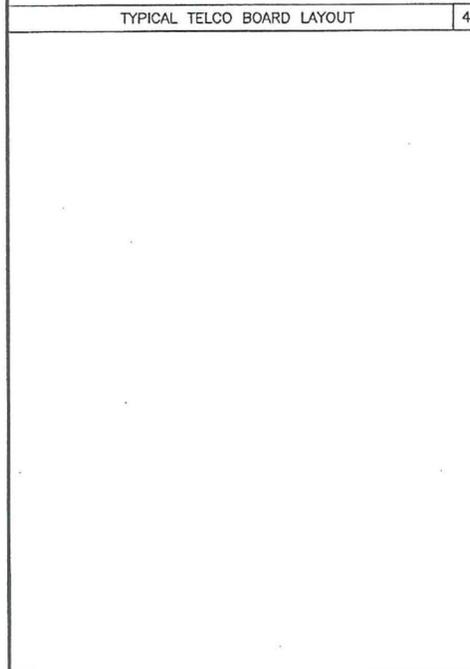
SHEET NUMBER: E-1



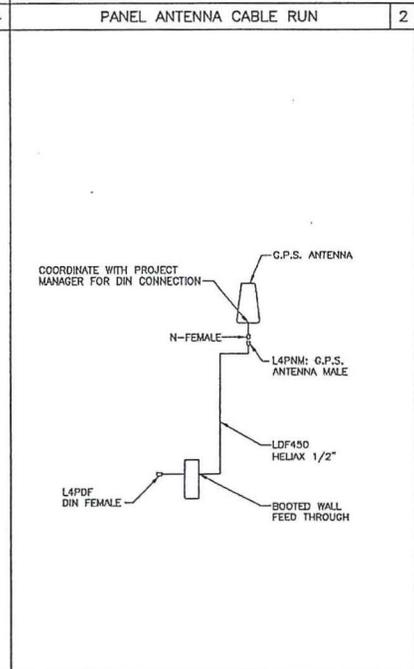
TYPICAL TELCO BOARD LAYOUT



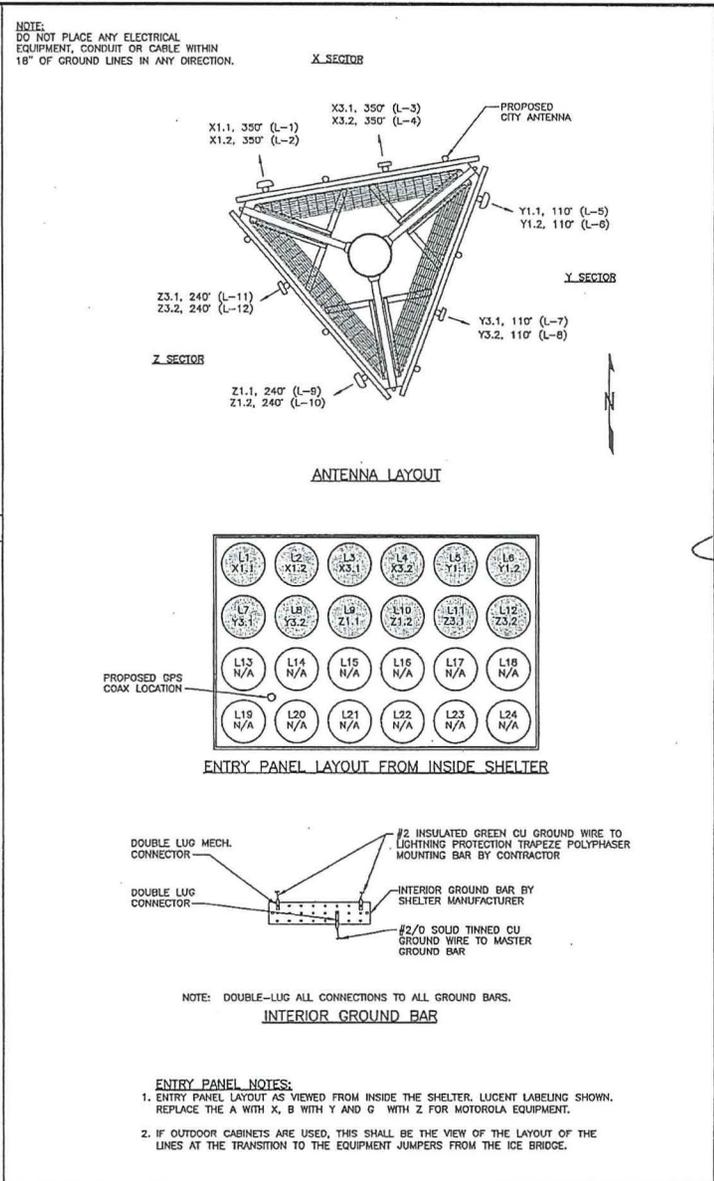
PANEL ANTENNA CABLE RUN



DETAIL NOT USED



G.P.S. ANTENNA CABLE RUN



FEEDLINE TAG IDENTIFICATION

PLANS PREPARED FOR:

10801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
PHONE: (952) 946-4700

PLANS PREPARED BY:

7803 Glenroy Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 952-831-0131  
Fax: 913-438-7777

STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: MICHAEL D. LOWEIS  
Type of Practice name: Structural/Civil

Exp. No.: 46992  
Title: P.E.  
Pages or sheets covered by this certification: For Responsible Designer, STRUCTURAL/CIVIL 80

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: SHELTON D. KEHLING  
Type of Practice name: Electrical

Exp. No.: 47357  
Title: P.E.  
Pages or sheets covered by this certification: For Responsible Designer, ELECTRICAL 8

**DRAWING NOTICE:**

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY. AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT SHALL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, FOR USE FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

DATE	DESCRIPTION	DATE	BY	REV
09/27/13	ISSUED FOR REVIEW	09/27/13	DOC	A
12/09/13	ISSUED FOR REVIEW	12/09/13	AMB	B
12/17/13	ISSUED FOR REVIEW	12/17/13	PWF	C
09/12/14	ISSUED FOR CONSTRUCTION	09/12/14	PWF	D
12/15/14	REVISED SURVEY, FIBER EQUIPMENT	12/15/14	AMB	1

**SITE NAME:**  
MN07 LEON WILLMAR

**SITE NUMBER:**  
265819

**SITE ADDRESS:**  
515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201

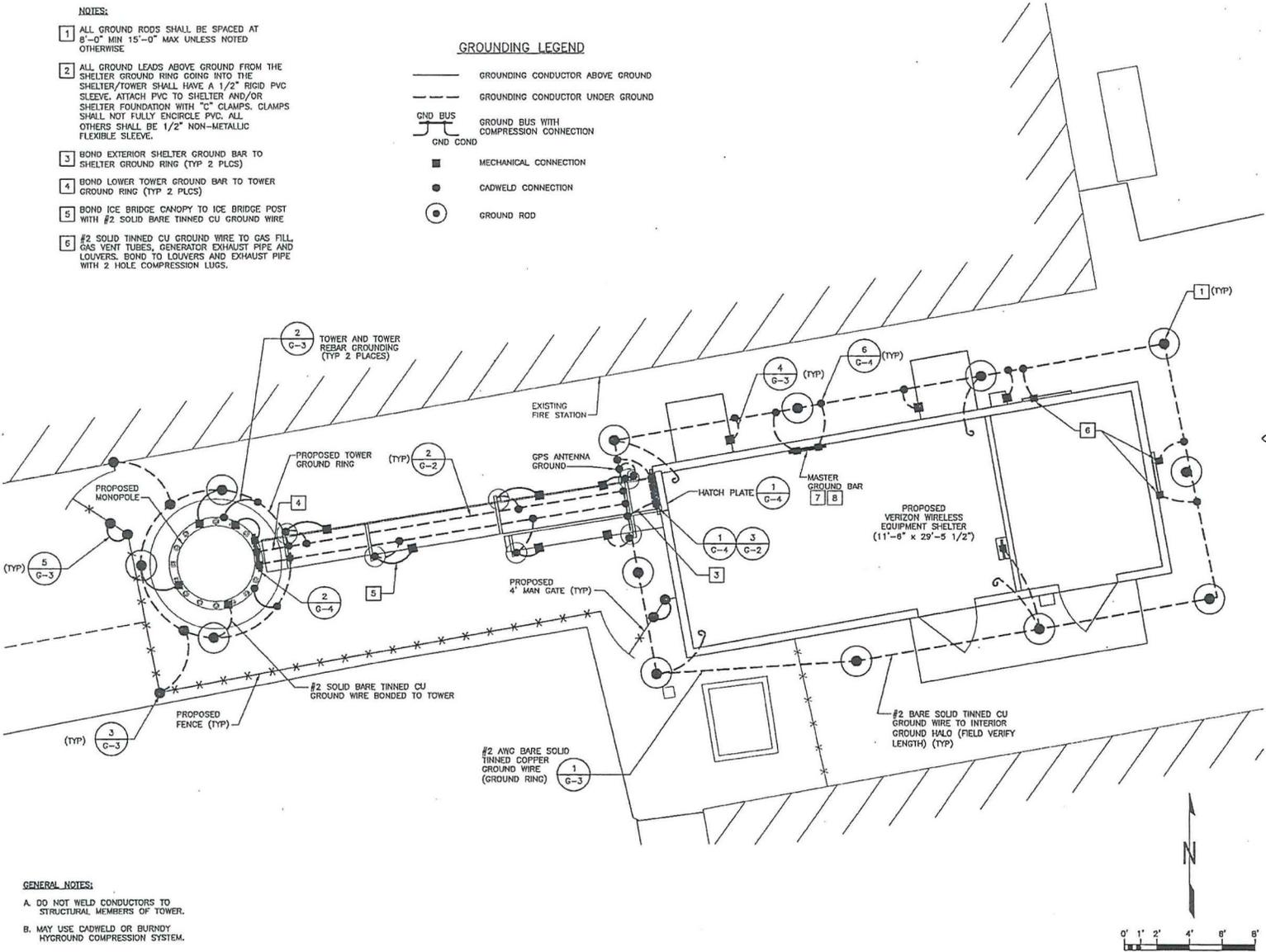
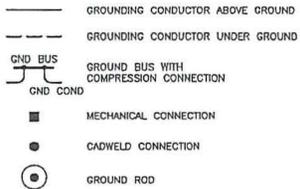
**SHEET DESCRIPTION:**  
ELECTRICAL DETAILS

**SSC #:** \_\_\_\_\_ **SHEET NUMBER:** E-2

**NOTES:**

- 1 ALL GROUND RODS SHALL BE SPACED AT 8'-0" MIN 15'-0" MAX UNLESS NOTED OTHERWISE
- 2 ALL GROUND LEADS ABOVE GROUND FROM THE SHELTER/TOWER SHALL HAVE A 1/2" RIGID PVC SLEEVE. ATTACH PVC TO SHELTER AND/OR SHELTER FOUNDATION WITH "C" CLAMPS. CLAMPS SHALL NOT FULLY ENCLOSE PVC. ALL OTHERS SHALL BE 1/2" NON-METALLIC FLEXIBLE SLEEVE.
- 3 BOND EXTERIOR SHELTER GROUND BAR TO SHELTER GROUND RING (TYP 2 PLCS)
- 4 BOND LOWER TOWER GROUND BAR TO TOWER GROUND RING (TYP 2 PLCS)
- 5 BOND ICE BRIDGE CANOPY TO ICE BRIDGE POST WITH #2 SOLID BARE TINNED CU GROUND WIRE
- 6 #2 SOLID TINNED CU GROUND WIRE TO GAS FILL GAS VENT TUBES, GENERATOR EXHAUST PIPE AND LOUVERS. BOND TO LOUVERS AND EXHAUST PIPE WITH 2 HOLE COMPRESSION LUGS.

**GROUNDING LEGEND**



- GENERAL NOTES:**
- A. DO NOT WELD CONDUCTORS TO STRUCTURAL MEMBERS OF TOWER.
  - B. MAY USE CADWELD OR BURNDY HYGROUND COMPRESSION SYSTEM.

GROUNDING PLAN

PLANS PREPARED FOR:

10801 BUSH LAKE ROAD  
BLOOMINGTON, MINNESOTA 55438  
PHONE: (952) 946-4700

PLANS PREPARED BY:

7803 Glenroy Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 952-831-0131  
Fax: 913-438-7777

STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: SEBASTIAN L. OWENS  
Typed or Printed name: SEBASTIAN L. OWENS  
Title: 44952  
Reg. No.:  
Paper or sheets owned by the Manufacturer: Structural/Civil, EC

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: [Handwritten Signature]  
Typed or Printed name: SEBASTIAN D. NEIBLINGS  
Title: 47757  
Reg. No.:  
Paper or sheets owned by the Manufacturer: Electrical, E

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY. AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER HEREBY AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS TURNED OVER.

SUBMITTALS	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		09/27/13	DSS	A
ISSUED FOR REVIEW		12/09/13	JAB	B
ISSUED FOR REVIEW		12/17/13	PAY	C
ISSUED FOR CONSTRUCTION		09/12/14	PAY	0
REVISED SURVEY, FIBER EQUIPMENT		12/15/14	JAB	1

SITE NAME:  
**MN07 LEON WILLMAR**

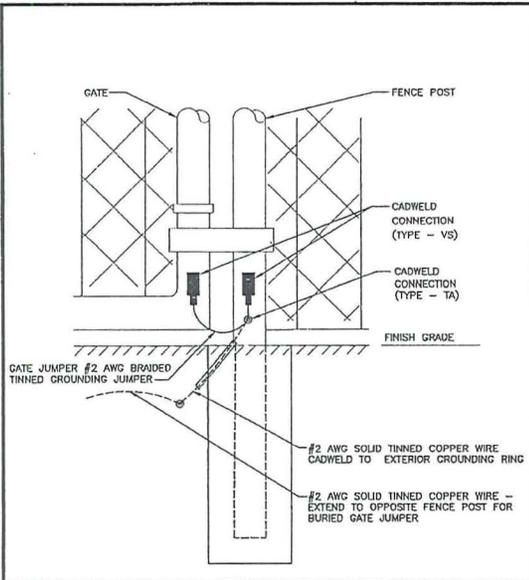
SITE NUMBER:  
**265819**

SITE ADDRESS:  
**515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201**

SHEET DESCRIPTION:  
**GROUNDING PLAN**

SHEET NUMBER:  
**G-1**

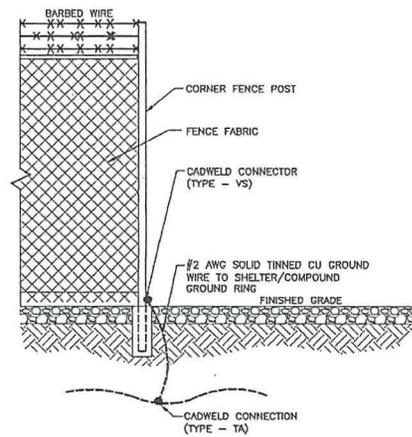




SWINGING GATE DETAIL

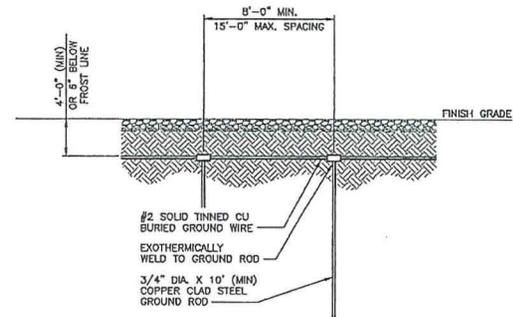
5

**NOTE:**  
GROUND WIRES SHALL BE ROUTED AND CADWELDED INSIDE THE FENCED COMPOUND.



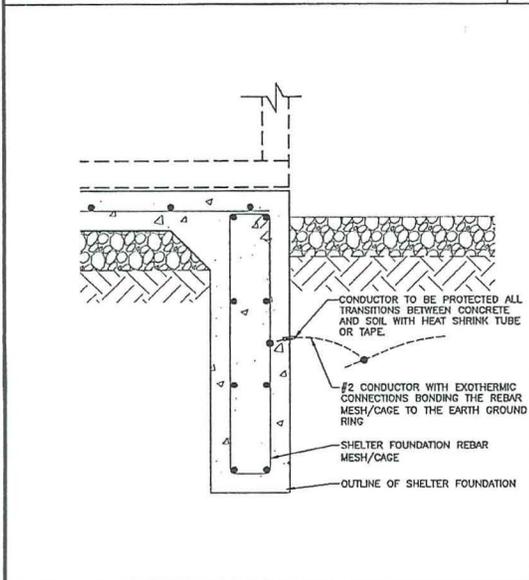
FENCE GROUNDING DETAIL

3



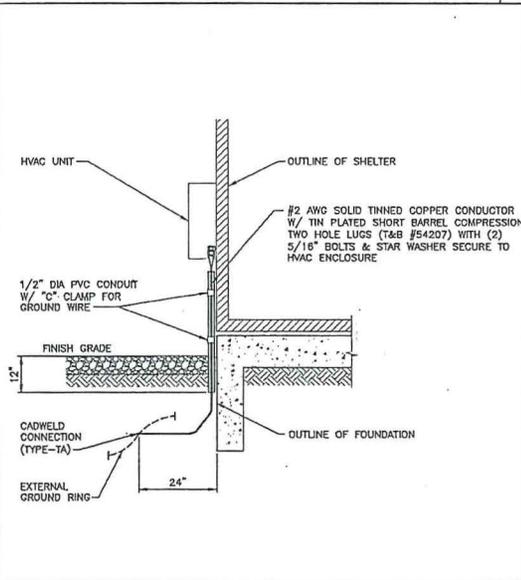
EXTERNAL SHELTER GROUND RING DETAIL

1



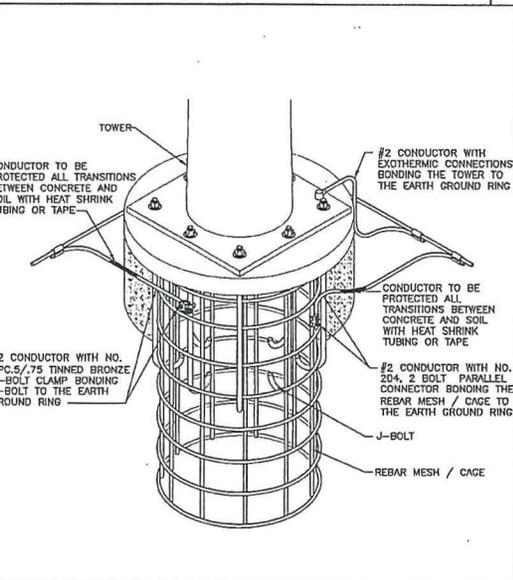
FOUNDATION GROUNDING DETAIL

6



HVAC GROUNDING DETAIL

4



TOWER AND TOWER REBAR GROUNDING DETAIL

2

PLANS PREPARED FOR:

**verizon** wireless

10801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
PHONE: (952) 946-4700

PLANS PREPARED BY:

7803 Glenroy Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 952-831-0131  
Fax: 913-438-7777

**SSC**

STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: MICHAEL L. OWENS  
Typed or Printed name: MICHAEL L. OWENS  
Date: 08/25  
Reg. No.:  
Pages or sheets covered by this certification: 8/25/14  
Professional Discipline: STRUCTURAL/CIVIL, EC

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: *Michael D. Hering*  
Typed or Printed name: MICHAEL D. HERING  
Date: 12-15-14  
Reg. No.: 47757  
Pages or sheets covered by this certification: 12/15/14  
Professional Discipline: ELECTRICAL, E

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN FULLY REVIEWED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE ENGINEER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE ENGINEER AGREES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE, DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		09/27/13	DOS	A
ISSUED FOR REVIEW		12/09/13	AMB	B
ISSUED FOR REVIEW		12/17/13	PJM	C
ISSUED FOR CONSTRUCTION		09/12/14	PJM	D
REVISED SURVEY, FABR EQUIPMENT		12/15/14	AMB	1

CITE NAME:

**MN07 LEON WILLMAR**

CITE NUMBER:

265819

CITE ADDRESS:

515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201

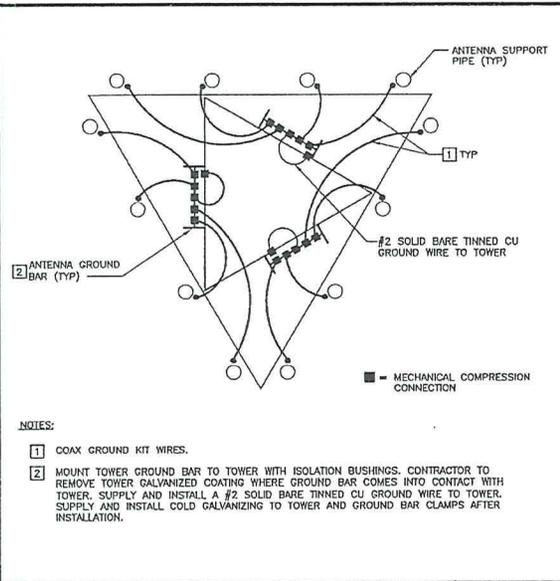
SHEET DESCRIPTION:

**GROUNDING DETAILS  
(1 OF 2)**

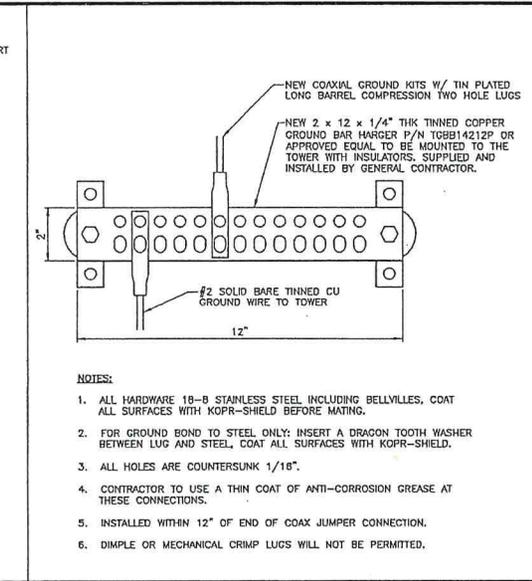
SSC #: \_\_\_\_\_

SHEET NUMBER:

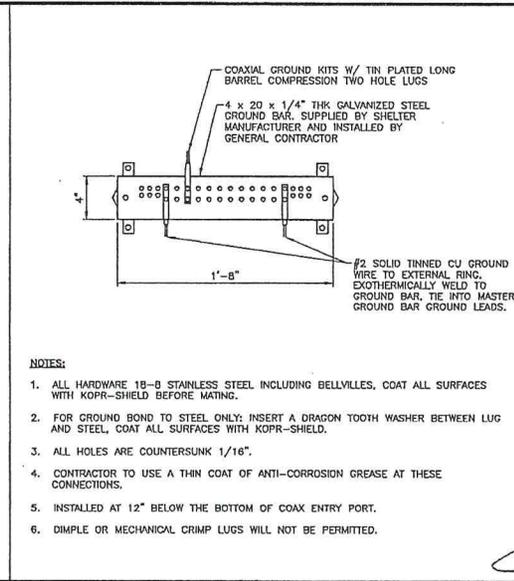
**G-3**



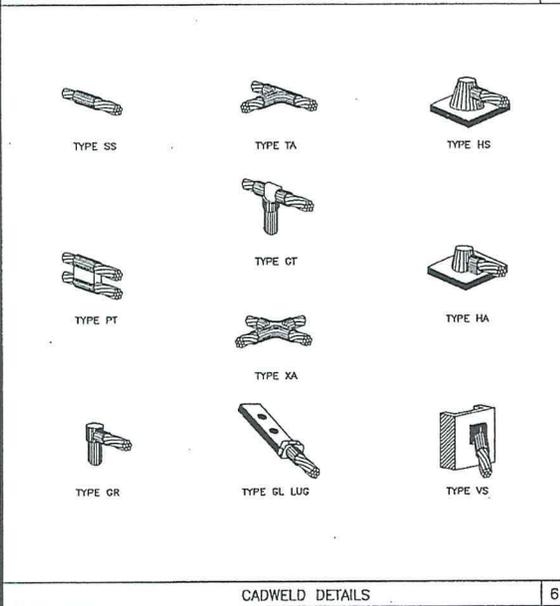
ANTENNA GROUNDING PLAN



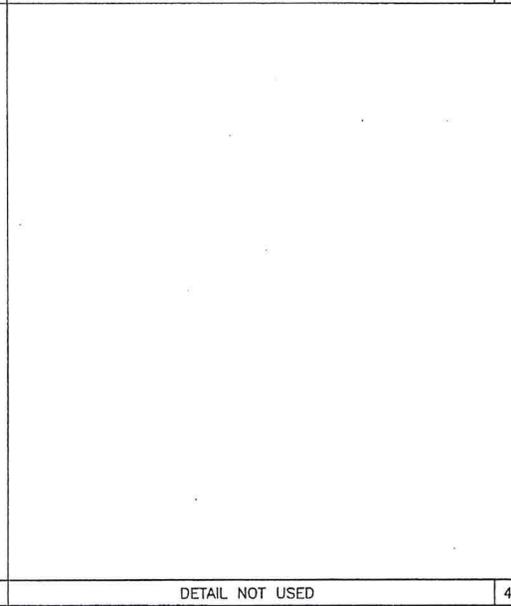
ANTENNA GROUND BAR (ONE PER SECTOR)



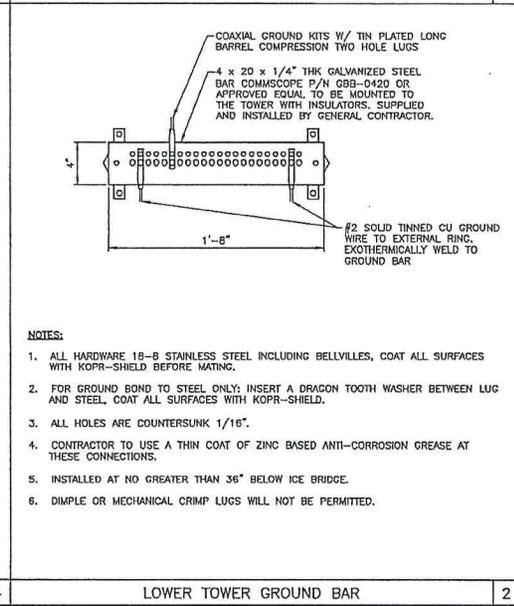
EXTERIOR SHELTER GROUND BAR



CADWELD DETAILS



DETAIL NOT USED



LOWER TOWER GROUND BAR

PLANS PREPARED FOR:

10801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
PHONE: (952) 946-4700

PLANS PREPARED BY:

7803 Glenroy Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 952-834-0131  
Fax: 913-438-7777

STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: MICHAEL L. OWENS  
Typed or Printed name: MICHAEL L. OWENS

Date: 4/10/14  
Reg. No.:  
Pages or sheets covered by this certification: STRUCTURAL/CIVIL, 5C

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: SHELTON D. KEILBOLD  
Typed or Printed name: SHELTON D. KEILBOLD

Date: 12-15-14  
Reg. No.:  
Pages or sheets covered by this certification: ELECTRICAL, 6

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY. AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER PRODUCE AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LOANED OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		09/27/13	DOB	A
ISSUED FOR REVIEW		12/09/13	DOB	B
ISSUED FOR REVIEW		12/17/13	PERI	C
ISSUED FOR CONSTRUCTION		09/22/14	PERI	D
REVISED SURVEY, FIBER EQUIPMENT		12/15/14	DOB	E

SITE NAME:

MN07 LEON WILLMAR

SITE NUMBER:

265819

SITE ADDRESS:

515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201

SHEET DESCRIPTION:

GROUNDING DETAILS  
(2 OF 2)

SSC #: \_\_\_\_\_ SHEET NUMBER:

G-4

**GENERAL REQUIREMENTS SECTION 01 10 00**

**PART 1 GENERAL**

**1.1 INTENT**

- A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION. PLANS ARE NOT TO BE SCALED.
- B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY, HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED IN BOTH.
- C. THE INTENTION OF DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
- D. CONFLICTS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING MATERIALS OR DOING ANY WORK. NO COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND THOSE ON THE DOCUMENTS. ANY DISCREPANCY SHALL BE REPORTED TO THE OWNER OR HIS AGENT FOR CONSIDERATION.

**1.2 LICENSING REQUIREMENTS: THE CONTRACTOR IS RESPONSIBLE FOR PROCUREMENT AND MAINTAINING ALL APPLICABLE LICENSES AND BONDS.**

**1.3 STORAGE: ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION THAT DOES NOT OBSTRUCT THE FLOW OF OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.**

**1.4 CLEAN UP: THE CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH AT ALL TIMES.**

**1.5 QUALITY ASSURANCE: ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.**

**PART 2 PRODUCTS - NOT APPLICABLE TO THIS SECTION**

**PART 3 EXECUTION - NOT APPLICABLE TO THIS SECTION**

**END OF SECTION**

**CAST-IN-PLACE CONCRETE SECTION 03 30 00**

**PART 1 GENERAL**

**1.1 SUMMARY**

FURNISH AND INSTALL ALL CAST-IN-PLACE CONCRETE, REINFORCING AND ACCESSORIES, AS SPECIFIED HEREIN AND AS SHOWN ON THE DRAWINGS.

**1.2 SUBMITTALS**

- A. PRODUCT DATA: SUBMIT MANUFACTURER'S PRODUCT DATA AND INSTALLATION INSTRUCTIONS FOR EACH MATERIAL AND PRODUCT USED.
- B. SHOP DRAWINGS: SUBMIT SHOP DRAWINGS INDICATING MATERIAL CHARACTERISTICS, DETAILS OF CONSTRUCTION, CONNECTIONS, AND RELATIONSHIP WITH ADJACENT CONSTRUCTION.  
SHOP DRAWINGS SHALL BE PREPARED AND STAMPED BY A QUALIFIED ENGINEER LICENSED IN THE JURISDICTION OF THE PROJECT.
- C. MIX DESIGN: SUBMIT FOR APPROVAL MIX DESIGN PROPOSED FOR USE.

**1.3 QUALITY ASSURANCE**

- A. COMPLY WITH GOVERNING CODES AND REGULATIONS. PROVIDE PRODUCTS OF ACCEPTABLE MANUFACTURERS, WHICH HAVE BEEN IN SATISFACTORY USE IN SIMILAR SERVICE FOR A MINIMUM OF THREE YEARS. USE EXPERIENCED INSTALLERS, DELIVER, HANDLE, STORE MATERIALS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
- B. TESTING: EMPLOY AN INDEPENDENT TESTING AGENCY ACCEPTABLE TO OWNER TO DESIGN CONCRETE MIXES AND TO PERFORM MATERIAL EVALUATION TESTS. PROVIDE 4 AND 28 DAY CYLINDER TESTS. COMPLY WITH ASTM C 143, C 173, C 31 AND C 39.
- C. STANDARDS
  - 1. ACI 301, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS.
  - 2. ACI 318, BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, AND CRSI MANUAL OF STANDARD PRACTICE.

**PART 2 PRODUCTS**

**2.1 MATERIALS**

- A. MATERIALS SHALL CONFORM TO THE RESPECTIVE PUBLICATIONS AND OTHER REQUIREMENTS SPECIFIED HEREIN.
- B. CEMENT: CEMENT SHALL CONFORM TO ASTM C150, TYPE 1. CEMENT MAY BE BAGGED OR BULK. CEMENT SHALL BE USED FROM ONLY ONE MILL THROUGHOUT PROJECT.
- C. FINE AGGREGATE: FINE AGGREGATE SHALL CONFORM TO ASTM C33-08 AND SHALL BE UNIFORMLY GRADED, CLEAN, SHARP, WASHED MATERIAL OR CRUSHED SAND, FREE FROM ORGANIC IMPURITIES.
- D. COURSE AGGREGATE: COURSE AGGREGATE SHALL CONFORM TO ASTM C33-08 AND SHALL BE NATURAL WASHED GRAVEL OR WASHED CRUSHED ROCK HAVING HARD, STRONG, DURABLE PIECES, FREE FROM ADHERENT COATINGS, THE MAXIMUM SIZE OF COURSE AGGREGATE SHALL BE 3/4" IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM C33-08; GRADATION SIZE NO. 67.

E. WATER: WATER USED IN THE CONCRETE MIX SHALL BE POTABLE, CLEAN, AND FREE FROM OILS, ACIDS, SALTS, CHLORIDES, ALKALI, SUGAR, VEGETABLE, OR OTHER INJURIOUS SUBSTANCES.

F. REINFORCING STEEL: ALL BARS ARE TO BE NEW BILLET STEEL CONFORMING TO ASTM A615, GRADE 60. BENDING DETAILS ARE TO CONFORM TO THE STANDARDS OF ACI 318.

G. FORMS: THE FORMS SHALL BE TRUE AND RIGID AND CONFORM TO SHAPE, LINE AND DIMENSIONS AS SHOWN ON THE DRAWINGS. ALL FORMS SHALL BE RIGIDLY CONSTRUCTED, BRACED AND TIED TO PREVENT ANY DEFLECTION OR DISPLACEMENT DURING PLACING OF CONCRETE. ALL EXPOSED CORNERS AND EDGES SHALL HAVE 3/4" FILLETS. ALL JOINTS SHALL BE MORTAR TIGHT; OPEN JOINTS SHALL BE SEALED AS REQUIRED.

**H. CONCRETE:**

- 1. PROPORTIONING: CONCRETE SHALL CONFORM TO THE FOLLOWING:
  - a. CEMENT-6 SACKS PER CUBIC YARD, MINIMUM
  - b. WATER SHALL BE KEPT TO AN ABSOLUTE MINIMUM TO MAINTAIN SLUMP AS SPECIFIED
  - c. AGGREGATE: SAND FACTOR SHALL BE AS REQUIRED TO GIVE THE BEST WORKABLE MIX WITHIN THE RANGE OF 46 TO 52 PERCENT OF TOTAL AGGREGATE.
  - d. STRENGTH-4,000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE
  - e. ALL CONCRETE SHALL CONTAIN A WATER-REDUCING AGENT AND SHALL HAVE THREE (3) TO FIVE (5) PERCENT ENTRAINED AIR.

**2.2 SLUMP:**

- A. THE MAXIMUM SLUMP SHALL NOT EXCEED 3" EXCEPT FOR CONCRETE TO BE PLACED IN FORMS 8" WIDE OR LESS, WHERE THE MAXIMUM SLUMP SHALL BE 4".
- B. THE DETERMINATION OF SLUMP SHALL CONFORM TO ASTM C143.

**2.3 MIXING:**

THE CONTRACTOR SHALL USE READY-MIXED CONCRETE, MIXED AND DELIVERED IN CONFORMANCE WITH ASTM C94.

**2.4 MIXTURES:**

- A. THE CONCRETE SHALL CONTAIN AIR-ENTRAINING ADMIXTURE COMPLYING WITH THE REQUIREMENTS OF ASTM C-260 AND ACI 212.1R AND A WATER-REDUCING ADMIXTURE COMPLYING WITH THE REQUIREMENTS OF ASTM C-494 AND ACI 212.1R. ADMIXTURES SHALL BE PURCHASED AND BATCHED IN LIQUID SOLUTION. THE USE OF CALCIUM CHLORIDE OR AN ADMIXTURE CONTAINING CALCIUM CHLORIDE IS PROHIBITED.
- B. ADMIXTURES SHALL BE OF THE SAME MANUFACTURER TO ASSURE COMPATIBILITY.
- C. ACCEPTABLE MANUFACTURERS ARE:
  - 1. W.R. GRACE
  - 2. SIKA GROUP
  - 3. MASTER BUILDERS
  - 4. EUCLID CHEMICAL CO

**2.5 CURING COMPOUNDS**

CURING COMPOUNDS SHALL CONFORM TO ASTM C309, TYPE 1, ID, CLASS A AND B AND ASTM C171 AS APPLICABLE

**PART 3 EXECUTION**

**3.1 GENERAL**

- A. CONSTRUCT AND ERECT FORMWORK IN ACCORDANCE WITH ACI 301 ACI 347.
- B. COLD-WEATHER CONCRETE SHALL BE IN ACCORDANCE WITH ACI 305.
- C. HOT-WEATHER CONCRETE SHALL BE IN ACCORDANCE WITH ACI 305.

**3.2 INSERTS, EMBEDDED COMPONENTS AND OPENINGS**

- A. CONTRACTOR SHALL CHECK ALL CIVIL, ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL DRAWINGS FOR OPENINGS, SLEEVES, ANCHOR BOLTS, INSERTS AND OTHER ITEMS TO BE BUILT INTO THE CONCRETE WORK.
- B. COORDINATE THE WORK OF OTHER SECTIONS IN FORMING AND SETTING OPENINGS, RECESSES, SLOTS, CHASES, ANCHORS, INSERTS AND OTHER ITEMS TO BE EMBEDDED.
- C. EMBEDDED ITEMS SHALL BE SET ACCURATELY IN LOCATION, ALIGNMENT, ELEVATION, AND PLUMBNESS. LOCATE AND MEASURE FROM ESTABLISHED SURVEYED REFERENCE BENCHMARKS.
- D. EMBEDDED ITEMS SHALL BE ANCHORED INTO PLACE AS REQUIRED TO PREVENT MOVEMENT DURING CONCRETE PLACEMENT AND CONSOLIDATION. COMPONENTS FORMING A PART OF A COMPLETE ASSEMBLY SHALL BE ALIGNED BEFORE ANCHORING. PROVIDE TEMPORARY BRACING, ANCHORAGE, AND TEMPLATES AS REQUIRED TO MAINTAIN THE SETTING AND ALIGNMENT.

**3.3 REINFORCEMENT PLACEMENT:**

- A. REINFORCEMENT SHALL BE PLACED IN ACCORDANCE WITH CHECKED AND RELEASED DRAWINGS AND ACI 301 AND ACI 315; SECURELY WIRE-TIE REINFORCEMENT AT ALL INTERSECTIONS.
- B. ACCURATELY POSITION, SUPPORT AND SECURE REINFORCEMENT AGAINST DISPLACEMENT FROM FORMWORK CONSTRUCTION OR CONCRETE PLACEMENT AND CONSOLIDATION. REINFORCING SHALL BE SUPPORTED ON METAL CHAIRS, RUNNERS, BOLSTERS, SPACERS, AND HANGERS.

C. SPLICES OF REINFORCING BARS SHALL BE CLASS B UNLESS SHOWN OTHERWISE. SPLICES SHALL BE STAGGERED. FULL DEVELOPMENT LENGTH SHALL BE PROVIDED ACROSS JOINTS.

D. LOCATE REINFORCING TO PROVIDE CONCRETE COVER AND SPACING SHOWN ON THE DRAWINGS. MINIMUM COVER SHALL BE AS REQUIRED BY ACI 318.

E. WELDING OF OR TO ANY REINFORCING MATERIALS INCLUDING TACK WELDING OF CROSSING BARS IS STRICTLY PROHIBITED. BARS SHALL BE FREE OF FLAKY OR SCALEY RUST AT THE TIME THE CONCRETE IS PLACED.

**3.4 CONCRETE PLACEMENT:**

- A. PRIOR TO PLACING CONCRETE, FORMS AND REINFORCEMENT SHALL BE THOROUGHLY INSPECTED. ALL WOOD CHIPS, DIRT, ETC., AS WELL AS ALL TEMPORARY BRACING, TIES, AND CLEATS REMOVED, AND ALL OPENINGS FOR UTILITIES PROPERLY BOXED. ALL FORMS SHALL BE PROPERLY SECURED IN THEIR CORRECT POSITION AND MADE TIGHT. ALL REINFORCING AND EMBEDDED ITEMS SHALL BE SECURED IN THEIR PROPER LOCATIONS. ALL OLD AND DRY CONCRETE AN DIRT SHALL BE CLEANED AND ALL STANDING WATER AND OTHER FOREIGN MATTER REMOVED.
- B. PLACING CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301 AND ACI 304 AND SHALL BE CARRIED OUT AT SUCH A RATE THAT THE CONCRETE PREVIOUSLY PLACED IS STILL PLASTIC AND INTEGRATED WITH THE FRESHLY PLACED CONCRETE. CONCRETING, ONCE STARTED, SHALL BE CARRIED ON AS A CONTINUOUS OPERATION UNTIL THE SECTION IS COMPLETED. NO COLD JOINTS SHALL BE ALLOWED.
- C. CONSTRUCTION JOINTS: USE KEYWAYS, CONTINUE REINFORCEMENT THROUGH JOINT.
- D. EXPANSION JOINTS: FOR EXTERIOR WORK, LOCATE AT 30' O.C. MAXIMUM, AT APPROVED LOCATIONS. PROVIDE SMOOTH DOWELS ACROSS JOINT WHICH PERMIT 1" HORIZONTAL MOVEMENT AND NO VERTICAL SHEAR MOVEMENT.
- E. ISOLATION JOINTS: PROVIDE BETWEEN SLABS AND VERTICAL ELEMENTS SUCH AS COLUMNS AND STRUCTURAL WALLS.
- F. CONTROL JOINTS: PROVIDE SAWN OR TOOLED JOINTS OR REMOVABLE INSERT STRIPS; DEPTH EQUAL TO 1/4" SLAB THICKNESS. SPACING SHALL BE AS REQUIRED AND APPROVED.
- G. ALL CONCRETE SHALL BE THOROUGHLY CONSOLIDATED AND COMPACTED BY VIBRATION, SPADING, RODDING, OR FORKING DURING THE OPERATION OF PLACING AND DEPOSITING IN ACCORDANCE WITH ACI 309. THE CONCRETE SHALL BE WORKED AROUND REINFORCEMENT, EMBEDDED ITEMS, AND INTO THE CORNERS OF THE FORMS SO AS TO ELIMINATE ALL AIR AND STONE POCKETS.

**3.5 FINISHING:**

- A. FINISHING OF ALL SLABS SHALL BE IN ACCORDANCE WITH ACI 302.1; SECTION 7.2 WITH A MINIMUM OF THREE TROWELINGS.
  - 1. INTERIOR SLAB FINISH TOLERANCE AS MEASURED IN ACCORDANCE WITH ASTM E 1155 SHALL HAVE AN OVERALL TEST F NUMBER FOR FLATNESS, FF-20 AND FOR LEVEL, FL-15. THE MINIMUM LOCAL NUMBER FOR FLATNESS, FF-15 AND FOR LEVEL, FL-10.
  - 2. EXTERIOR SLAB FINISH SHALL BE FLAT (FF-20) AND SHALL BE SLOPED A MINIMUM OF 1/8" PER FOOT TO A MAXIMUM OF 1/4" PER FOOT TO PREVENT PONDING WATER.
- B. SURFACES OF SLABS SHALL RECEIVE TWO COATS OF CLEAR SEALER/HARDNER.
- C. ABOVE GRADE WALL SURFACES SHALL HAVE A SMOOTH FORM FINISH AS DEFINED IN CHAPTER 10 OF ACI 301.

**3.6 CURING:**

- A. FRESHLY DEPOSITED CONCRETE SHALL BE PROTECTED FROM PREMATURE DRYING AND EXCESSIVELY HOT OR COLD TEMPERATURES AND SHALL BE MAINTAINED WITH MINIMAL MOISTURE LOSS AT A RELATIVELY CONSTANT TEMPERATURE FOR A PERIOD OF TIME NECESSARY FOR THE HYDRATION OF THE CEMENT AND PROPER HARDENING OF THE CONCRETE.
- B. CURING SHALL IMMEDIATELY FOLLOW THE FINISH OPERATION. CONCRETE SHALL BE KEPT CONTINUOUSLY MOIST AT LEAST OVERNIGHT, IMMEDIATELY FOLLOWING THE INITIAL CURING. BEFORE THE CONCRETE HAS DRIED, ADDITIONAL CURING SHALL BE ACCOMPLISHED BY ONE OF THE FOLLOWING MATERIALS OR METHODS:
  - 1. PONDING OR CONTINUOUS SPRINKLING
  - 2. ABSORPTIVE MAT OR FABRIC KEPT CONTINUOUSLY WET
  - 3. NON-ABSORPTIVE FILM (POLYETHYLENE) OVER A PREVIOUSLY SPRINKLED SURFACE
  - 4. SAND OR OTHER COVERING KEPT CONTINUOUSLY WET
  - 5. CONTINUOUS STEAM (NOT EXCEEDING 150 DEGREES F) OR VAPOR MIST BATH.
  - 6. SPRAYED-ON CURING COMPOUND APPLIED IN TWO COATES, SPRAYED IN PERPENDICULAR DIRECTIONS.
- C. THE FINAL CURING SHALL CONTINUE UNTIL THE CUMULATIVE NUMBER OF DAYS OR FRACTION THEREOF, NOT NECESSARILY CONSECUTIVE, DURING WHICH TEMPERATURE OF THE AIR IN CONTACT WITH CONCRETE IS ABOVE 50 F HAS TOTALLED SEVEN (7) DAYS. CONCRETE SHALL NOT BE PERMITTED TO FREEZE DURING THE CURING PERIOD. RAPID DRYING AT THE END OF THE CURING PERIOD SHALL BE PREVENTED.

**END OF SECTION**

PLANS PREPARED FOR:

10801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
PHONE: (952) 946-4700

PLANS PREPARED BY:

7803 Glenroy Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 952-831-0131  
Fax: 913-438-7777

STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

MICHAEL L. OWENS  
Type or Printed name  
Date: 2/15/14  
Title: P.E.  
Pages or sheets covered by this certification: ELECTRICAL CIVIL 80  
For Responsible Official: STRUCTURAL/CIVIL 80

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

SHELTON D. KEULAND  
Type or Printed name  
Date: 4/15/14  
Title: P.E.  
Pages or sheets covered by this certification: ELECTRICAL 80  
For Responsible Official: ELECTRICAL 80

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LEFT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR LOANED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTAL LOG

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	09/27/13	ROS	A
ISSUED FOR REVIEW	12/09/13	AJB	B
ISSUED FOR REVIEW	12/17/13	PJM	C
ISSUED FOR CONSTRUCTION	02/12/14	PJM	D
REVISY SURVEY, FEED EQUIPMENT	12/15/14	AJB	1

SITE NAME:

MN07 LEON WILLMAR

SITE NUMBER:

265819

SITE ADDRESS:

515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201

SHEET DESCRIPTION:

SPECIFICATIONS (1 OF 7)

SSG #:

SHEET NUMBER:

SP-1

UNIT MASONRY SECTION 04 20 00

PART 1 GENERAL

1.1 SUMMARY

A. PROVIDE UNIT MASONRY CONSTRUCTION AS INDICATED ON THE DRAWINGS.

PART 2 PRODUCTS

2.1 MATERIALS

A. CLAY MASONRY UNITS:

1. APPLICATION: BRICK AND CONCRETE BLOCK CAVITY WALLS.
2. SIZE: STANDARD MODULAR, 3-5/8 INCHES THICK BY 2-1/4 INCHES HIGH BY 7-5/8 INCHES LONG OR AS INDICATED ON DRAWINGS.
3. TYPE: ASTM C 210, TYPE FBS, FOR GENERAL EXPOSED USE, OR AS INDICATED ON DRAWINGS. GRADE SHALL BE SW, UNLESS NOTED OTHERWISE ON DRAWINGS.
4. SPECIAL SHAPES: AS REQUIRED BY BUILDING CONFIGURATION, OR AS INDICATED ON DRAWINGS.

B. BOND PATTERN: RUNNING BOND

C. CONCRETE MASONRY UNITS:

1. CONCRETE MASONRY UNITS: HOLLOW, LOAD-BEARING, NORMAL WEIGHT, ASTM C 90, GRADE N, TYPE 1, 1500 F' COMPRESSION STRENGTH.  
MEDIUM WEIGHT
2. SIZE: 7-5/8" HIGH BY 15-5/8" LONG BY EITHER 7-5/8" OR 11-5/8" THICK OR AS INDICATED ON DRAWINGS.
3. SPECIAL SHAPES: AS REQUIRED BY BUILDING CONFIGURATION.
4. BOND PATTERN: RUNNING BOND UNLESS NOTED OR SHOWN DIFFERENTLY ON DRAWINGS.

C. LIMESTONE / PRECAST TRIM UNITS:

1. GRADE AND COLOR: AS SHOWN ON DRAWINGS
2. FINISH: AS IDENTIFIED ON DRAWINGS

D. MORTAR AND GROUT FOR BRICK AND CONCRETE MASONRY UNIT ASSEMBLIES:

1. MORTAR MIX: ASTM C 270, TYPE S, FOR REINFORCED MASONRY, MASONRY BELOW GRADE AND MASONRY IN CONTACT WITH EARTH AND ASTM C 270, TYPE N, FOR ABOVE-GRADE LOAD-BEARING AND NONLOAD-BEARING WALLS. PORTLAND CEMENT SHALL CONFORM TO ASTM C150, TYPE 1. MASONRY CEMENT SHALL CONFORM TO ASTM C91. FINE AGGREGATE SHALL CONFORM TO ASTM C144.
2. MORTAR COLOR: NATURAL COLOR UNLESS NOTED OTHERWISE ON DRAWINGS.
3. GROUT: ALL GROUT FOR FILLING BOND BEAMS AND REINFORCED CELLS SHALL CONFORM TO NON-AIR ENTRAINED GROUT PER ASTM C478 WITH PORTLAND CEMENT PER ASTM C150, TYPE 1, AND INE AND COARSE AGGREGATE PER ASTM C404.

E. REINFORCING STEEL: 1. REINFORCING BARS: ASTM A 615, GRADE 60. 2. WELDED WIRE FABRIC: ASTM A 185, PLAIN.

F. REINFORCING: WELDED WIRE WITH DEFORMED SIDE RODS.

1. STEEL WIRE: 9 GAUGE (1.1875 INCH) GALVANIZED STEEL.
2. TRUSS TYPE

G. TIES AND ANCHORS:

1. BENT WIRE TIES: GALVANIZED STEEL.
2. RIGID ANCHORS: GALVANIZED STEEL STRAPS.

PART 3 EXECUTION

3.1 INSTALLATION

A. INSTALLATION OF MASONRY ASSEMBLIES:

1. COMPLY WITH PCA RECOMMENDED PRACTICES FOR LAYING CONCRETE BLOCK, BRICK INSTITUTE OF AMERICA BIA TECH NOTES, AND NCMA TEK BULLETINS.
2. COMPLY WITH COLD WEATHER AND WARM WEATHER PROTECTION PROCEDURES AS RECOMMENDED IN BIA TECH NOTES.

END OF SECTION

STRUCTURAL STEEL FRAMING SECTION 05 12 00

PART 1 GENERAL

1.1 SUMMARY

PROVIDE STRUCTURAL STEEL ASSEMBLIES, FABRICATIONS, AND ERECTION OF STEEL AND OTHER ITEMS AS SHOWN ON THE DRAWINGS OR REQUIRED FOR A COMPLETE INSTALLATION.

1.2 QUALITY ASSURANCE

A. COMPLY WITH ALL APPLICABLE GOVERNING CODES AND REGULATIONS. PROVIDE PRODUCTS OF ACCEPTABLE MANUFACTURERS, WHICH HAVE BEEN IN SATISFACTORY USE IN SIMILAR SERVICE FOR THREE YEARS. USE EXPERIENCED INSTALLERS. DELIVER, HANDLE, AND STORE MATERIALS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

B. STANDARDS: AISC, CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES, AND APPLICABLE REGULATIONS.

C. ARCHITECTURALLY EXPOSED STRUCTURAL STEEL: COMPLY WITH FABRICATION REQUIREMENTS, INCLUDING TOLERANCE LIMITS, AND INSTALLATION TOLERANCES OF AISC'S "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES" FOR STRUCTURAL STEEL.

D. ERECTION TOLERANCES: AISC STANDARDS.

1.3 SUBMITTALS

A. SUBMIT FABRICATION AND ERECTION DRAWINGS SHOWING ALL DETAILS, CONNECTIONS, MATERIAL DESIGNATIONS, AND ALL TOP OF STEEL ELEVATIONS TO ENGINEER FOR APPROVAL.

B. WELDERS SHALL BE QUALIFIED AS PRESCRIBED IN AWS D1.1, PART 2 PRODUCTS

2.1 MATERIALS

A. STRUCTURAL STEEL:

1. STRUCTURAL STEEL SHAPES, PLATES, AND BARS: ASTM A 572, ASTM A-36.
2. COLD-FORMED STEEL TUBING: ASTM A 500, GRADE B.
3. STEEL PIPE: ASTM A 53, TYPE E OR S, GRADE B; OR ASTM A 501.
4. ANCHOR BOLTS: ASTM A 307, NON-HEADED TYPE
5. COMMON (MACHINE) BOLTS SHALL CONFORM TO ASTM A307 GRADE A AND NUTS TO ASTM A563. ONE COMMON BOLT ASSEMBLY SHALL CONSIST OF A BOLT, A HEAVY HEX NUT, AND A HARDENED WASHER. BOLTS AND NUTS TO BE HOT DIPPED GALVANIZED PER ASTM A153 IF EXPOSED.
6. HIGH STRENGTH BOLTS SHALL CONFORM TO ASTM A325 OR A490, AS APPLICABLE. ONE HIGH STRENGTH BOLT ASSEMBLY SHALL CONSIST OF A HEAVY HEX STRUCTURAL BOLT, A HEAVY HEX NUT, AND A HARDENED WASHER CONFORMING TO ASTM F436. THE HARDENED WASHER SHALL BE INSTALLED AGAINST THE ELEMENT TURNED IN TIGHTENING. BOLTS AND NUTS TO BE HOT-DIP GALVANIZED PER ASTM A153 IF EXPOSED.

B. AUXILIARY MATERIALS:

- a. DIRECT TENSION INDICATORS: ASTM A 959
- b. ELECTRODES FOR WELDING: AWS CODE: E70XX

C. GROUTS:

- a. CEMENT GROUT: PORTLAND CEMENT, SAND.
- b. METALLIC SHRINKAGE-RESISTANT GROUT: PREMIXED FERROUS AGGREGATE GROUTING COMPOUND ASTM C 1107.
- c. NONMETALLIC SHRINKAGE-RESISTANT GROUT: PREMIXED NONMETALLIC GROUTING COMPOUND, ASTM C 1107.

B. SHOP PAINTING

1. GENERAL: ALL STRUCTURAL STEEL MATERIALS EXPOSED TO THE ELEMENTS SHALL BE HOT DIPPED GALVANIZED PER ASTM 123. ALL OTHER STRUCTURAL STEEL SHALL BE SHOP PRIMED.
  - a. DO NOT PAINT SURFACES TO BE WELDED OR HIGH-STRENGTH BOLTED WITH FRICTION-TYPE CONNECTIONS.
  - b. DO NOT PAINT SURFACES SCHEDULED TO RECEIVE SPRAYED-ON FIREPROOFING.
2. STRUCTURAL STEEL FACTORY APPLIED PRIMER PAINT: (FOR NON-GALVANIZED MATERIALS). STANDARD RED OXIDE, LEAD AND CHROMATE-FREE, NON-ASPHALTIC, RUST-INHIBITING PRIMER, COMPLYING WITH FS T-1-P-684
3. ZINC COATED (HOT DIP GALVANIZED) PER ASTM A123 (AFTER FABRICATION): TOUCH-UP AFTER ERECTION: CLEAN AND WIRE BRUSH ANY ABRASION AND OTHER SPOTS WORN THROUGH ZINC COATING, INCLUDING THREADED PORTIONS OF BOLTS AND WELDS AND TOUCH-UP WITH GALVANIZING REPAIR PAINT.

C. FIELD PAINTING: REPAIR / TOUCH UP OF DAMAGED GALVANIZED OR PRIMED SURFACES:

- a. FOR GALVANIZED SURFACES, USE ORGANIC ZINC-RICH COATING MATCHING THE APPEARANCE OF HOT-DIP GALVANIZING CONTAINING AT LEAST 65% - 85% OR ABOVE 82% METALLIC ZINC, BY WEIGHT IN THE DRY FILM, MEETING THE PERFORMANCE REQUIREMENTS OF THE FOLLOWING: ASTM A 780-01, DOD-P-21038B, MIL-P-46105, AND SSPC PS-12, PS-12.01, PS-20, PS-22, PS-29 AND PS-30
- b. FOR PRIMED SURFACES, CLEAN ALL SURFACES AND RE-PRIME PER RECOMMENDATIONS OF ORIGINAL PRIME MATERIALS.

PART 3 EXECUTION

3.1 FABRICATION

A. SHOP FABRICATE AND ASSEMBLE MATERIALS AS SPECIFIED HEREIN:

1. FABRICATE ITEMS IN ACCORDANCE WITH THE AISC-ASD SPECIFICATIONS
2. ALL EXPOSED STRUCTURAL STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123
3. PROPERLY MARK AND MATCH-MARK MATERIALS FOR FIELD ASSEMBLY AND FOR IDENTIFICATION AS TO LOCATION FOR WHICH INTENDED
4. FABRICATE AND DELIVER IN A SEQUENCE WHICH WILL EXPEDITE ERECTION AND MINIMIZE FIELD HANDLING OF MATERIALS.

5. PROVIDE FINISH SURFACE OF MEMBERS EXPOSED IN THE FINAL STRUCTURE FREE FROM MARKINGS, BURRS, AND OTHER DEFECTS.

B. CONNECTIONS

1. PROVIDE BOLTS AND WASHERS OF TYPES AND SIZE REQUIRED FOR COMPLETION OF FIELD ERECTION. USE X INCH DIAMETER A325 N BOLTS UNLESS NOTED OTHERWISE.
2. INSTALL HIGH STRENGTH THREADED FASTENERS IN ACCORDANCE WITH RCSC "SPECIFICATIONS FOR STRUCTURAL JOINTS" USING ASTM A325 N OR ASTM A490 BOLTS.
3. WELDED CONSTRUCTION SHALL COMPLY WITH AWS D1.1 FOR PROCEDURES, APPEARANCE, QUALITY OF WELDS, AND METHODS USED IN CORRECTING WELDED WORK.
4. THE FABRICATOR SHALL FURNISH AND INSTALL ERECTION CLIPS FOR FIT-UP OF WELDED CONNECTIONS.
5. DOUBLE ANGLE MEMBERS SHALL HAVE WELDED FILLERS SPACED IN ACCORDANCE WITH CHAPTER E4 OF THE AISC-ASD SPECIFICATION.
6. GUSSET AND STIFFENER PLATES SHALL BE 3/8 INCH THICK MINIMUM.

3.2 INSTALLATION

- A. INSTALLATION OF STRUCTURAL STEEL SHALL COMPLY WITH AISC "CODE OF STANDARD PRACTICE".
  - B. STRUCTURAL FIELD WELDING SHALL BE DONE BY THE ELECTRIC SUBMERGED OR SHIELDED METAL ARC PROCESS. WELDED CONSTRUCTION SHALL COMPLY WITH AWS D1.1
  - C. PROVIDE TEMPORARY SHORING AND BRACING WITH CONNECTIONS OF SUFFICIENT STRENGTH TO BEAR IMPOSED LOADS. REMOVE WHEN FINAL CONNECTIONS HAVE BEEN MADE.
  - D. ALIGN AND ADJUST MEMBERS AS REQUIRED PRIOR TO FINAL INSPECTION.
  - E. INSTALL AND FULLY TENSION HIGH STRENGTH THREADED FASTENERS IN ACCORDANCE WITH RCSC "SPECIFICATIONS FOR STRUCTURAL JOINTS" USING ASTM A 325 N OR ASTM A 490 BOLTS.
- 3.3 FINAL INSPECTION
- A. CLEAN ALL SURFACES UPON COMPLETION OF WORK
  - B. COMPLY WITH AISC CODES AND SPECIFICATIONS, AND WITH AWS "STRUCTURAL WELDING CODE".
  - C. TOUCH-UP FIELD WELDS AND ABRASION AREAS AS REQUIRED.

END OF SECTION

PLANS PREPARED FOR:



PLANS PREPARED BY:



STRUCTURAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*Signature*  
MICHAEL OWENS  
Typed or Printed Name  
12/17/14  
4719  
Page No.  
Pages or sheets covered by this certification:  
Per Reasonable Discretion: STRUCTURAL/STEEL, RC

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*Signature*  
SHELTON D. KIRKELIN  
Typed or Printed Name  
4719  
Page No.  
Pages or sheets covered by this certification:  
Per Reasonable Discretion: ELECTRICAL, E

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SDC, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING THE BORROWER AGREES TO RETURN IT TO SDC, INC. IF IT IS NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DEPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		09/27/13	002	A
ISSUED FOR REVIEW		12/09/13	JAB	B
ISSUED FOR REVIEW		12/17/13	PJV	C
ISSUED FOR CONSTRUCTION		09/12/14	PJV	D
RECEIVED SURVEY, FIELD EQUIPMENT		12/19/14	JAB	1

SITE NAME:

MN07 LEON WILLMAR

SITE NUMBER:

265819

SITE ADDRESS:

515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201

SHEET DESCRIPTION:

SPECIFICATIONS (2 OF 7)

SDC #:

SHEET NUMBER:

SP-2

COMMUNICATIONS/ANTENNA'S SECTION 27\_00\_00

GENERAL:

1.1 WORK INCLUDED

- A. ANTENNA AND COAXIAL CABLES ARE FURNISHED BY OWNER UNDER SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION CONTRACTOR IN TERMS OF COORDINATION AND SITE ACCESS. ERECTION SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PERSONNEL AND PROPERTY FROM HAZARDOUS EXPOSURE TO OVERHEAD DANGER.
- B. INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND OWNER SPECIFICATIONS.
- C. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.
- D. INSTALL FURNISHED GALVANIZED STEEL WAVEGUIDE LADDER AS INDICATED ON DRAWINGS.
- E. THE CONTRACTOR SHALL PROVIDE FREQUENCY DOMAIN REFLECTOMETER (FDR) TEST RESULTS TO THE CONSTRUCTION MANAGER AND OWNER WITHIN ONE WEEK OF COMPLETION.
- F. INSTALL COAXIAL CABLES AND TERMINATORS BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. WEATHERPROOF ALL CONNECTORS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. TERMINATE ALL COAXIAL CABLE THREE (3) FEET IN EXCESS OF ENTRY PORT LOCATION UNLESS OTHERWISE STATED.
- G. ANTENNA AND COAXIAL CABLE GROUNDING:
  - 1. ALL COAXIAL CABLE GROUNDING CONNECTIONS ARE TO BE WEATHER SEALED WITH ANDREY CONNECTOR/SPLICE WEATHERPROOFING KITS OR EQUIVALENT.
  - 2. ALL COAXIAL CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL CABLE (NOT WITHIN BENDS)

1.2 RELATED WORK

- A. FURNISH THE FOLLOWING WORK AS SPECIFIED UNDER CONSTRUCTION DOCUMENTS, BUT COORDINATE WITH OTHER TRADES PRIOR TO BID:
  - 1. FLASHING OF OPENING INTO OUTSIDE WALLS.
  - 2. SEAL AND CAULK ALL OPENINGS.
  - 3. PAINTING.
  - 4. CUTTING AND PATCHING.

1.3 REQUIREMENTS OF REGULATOR AGENCIES

- A. FURNISH UL LISTED EQUIPMENT WHERE SUCH LABEL IS AVAILABLE, INSTALL IN CONFORMANCE WITH UL STANDARDS WHERE APPLICABLE.
- B. INSTALL ANTENNA, ANTENNA CABLES, AND GROUNDING SYSTEM IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS IN EFFECT AT PROJECT LOCATION AND RECOMMENDATIONS OF STATE AND LOCAL BUILDING CODES, AND ANY SPECIAL CODES HAVING JURISDICTION OVER SPECIFIC PORTIONS OF WORK, THIS INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:
  - 1. TIA -- TELECOMMUNICATIONS INDUSTRY ASSOCIATION --222; STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.
  - 2. FAA -- FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR AC 70/7480--1K, OBSTRUCTION MARKING AND LIGHTING.
  - 3. FCC -- FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS OBSTRUCTION MARKING AND LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES AND HIGH INTENSITY OBSTRUCTION LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES.
  - 4. AISC -- AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.
  - 5. NEC -- NATIONAL ELECTRICAL CODE FOR TOWER LIGHTING KITS.
  - 6. UL -- UNDERWRITERS LABORATORIES APPROVED ELECTRICAL PRODUCTS.
  - 7. IN ALL CASES, THE FAA RULES AND THE FCC RULES ARE APPLICABLE AND IN THE EVENT OF CONFLICT, SUPERSEDE ANY OTHER STANDARDS OR SPECIFICATIONS.
  - 8. LIFE SAFETY CODE NFPA, LATEST EDITION.

SITE CLEARING / EROSION CONTROL SECTION 31\_00\_00

PART 1 GENERAL

1.1 SUMMARY

- A. PROVIDE SITE-CLEARING AS REQUIRED TO COMPLETE WORK AS SHOWN ON CONTRACT DOCUMENTS INCLUDING CLEARING, GRUBBING, STRIPPING, EROSION AND SILTATION CONTROL, AND PROTECTION OF LANDSCAPE MATERIALS DESIGNATED TO BE PROTECTED DURING CONSTRUCTION.

1.2 QUALITY ASSURANCE

- A. COMPLY WITH GOVERNING CODES AND REGULATIONS.
- B. SITE PROTECTION: PROVIDE ALL NECESSARY JOB SITE MAINTENANCE FROM COMMENCEMENT OF WORK UNTIL COMPLETION OF THE SUBCONTRACT
- C. AVOID DAMAGE TO THE SITE AND TO EXISTING FACILITIES, STRUCTURES, TREES, AND SHRUBS DESIGNATED TO REMAIN. TAKE PROTECTIVE MEASURES TO PREVENT EXISTING FACILITIES THAT ARE NOT DESIGNATED FOR REMOVAL FROM BEING DAMAGED BY THE WORK.

PART 2 PRODUCTS

2.1 MATERIALS

- A. TREE PROTECTION, EROSION CONTROL, SILTATION CONTROL, AND DUST CONTROL MATERIALS SUITABLE FOR SITE CONDITIONS.

PART 3 EXECUTION

3.1 SITE CLEARING OPERATIONS

- A. PROTECTION OF EXISTING TREES, VEGETATION, LANDSCAPING, AND SITE IMPROVEMENTS NOT SCHEDULED FOR CLEARING WHICH MIGHT BE DAMAGED BY CONSTRUCTION ACTIVITIES.
- B. TRIMMING OF EXISTING TREES AND VEGETATION AS RECOMMENDED BY ARBORIST FOR PROTECTION DURING CONSTRUCTION ACTIVITIES.
- C. CLEARING AND GRUBBING OF STUMPS AND VEGETATION, AND REMOVAL AND DISPOSAL OF DEBRIS, RUBBISH, DESIGNATED TREES, AND SITE IMPROVEMENTS.
- D. TOPSOIL STRIPPING AND STOCKPILING.
- E. TEMPORARY EROSION CONTROL, SILTATION CONTROL, AND DUST CONTROL.
- F. TEMPORARY PROTECTION OF ADJACENT PROPERTY, STRUCTURES, BENCHMARKS, AND MONUMENTS.
- G. WATERING OF TREES AND VEGETATION DURING CONSTRUCTION ACTIVITIES.
- H. REMOVAL AND LEGAL DISPOSAL OF CLEARED MATERIALS.
- I. MAINTAIN ALL EXISTING FENCING AND GATES TO MAINTAIN A SECURE SITE AT ALL TIMES.
- J. PROVIDE AND MAINTAIN ALL TEMPORARY FENCING, BARRICADES, WARNING SIGNALS AND SIMILAR DEVICES NECESSARY TO PROTECT LIFE AND PROPERTY DURING THE ENTIRE PERIOD OF CONSTRUCTION. REMOVE ALL SUCH DEVICES UPON COMPLETION OF THE WORK.

3.2 CLEARING

- A. PREVENT DAMAGE TO EXISTING IMPROVEMENTS INDICATED TO REMAIN, INCLUDING ON AND OFF SITE. PROTECT EXISTING TREES AND VEGETATION INDICATED TO REMAIN. DO NOT STOCKPILE MATERIALS AND RESTRICT TRAFFIC WITHIN DRIP LINE OF EXISTING TREES TO REMAIN OR THAT INTERFERE WITH ACCESS TO SITE. PROVIDE AND MAINTAIN TEMPORARY GUARDS TO ENCIRCLE TREES OR GROUPS OF TREES TO REMAIN; OBTAIN APPROVAL BEFORE BEGINNING WORK.
- B. WATER VEGETATION AS REQUIRED TO MAINTAIN HEALTH. COVER TEMPORARILY EXPOSED ROOTS WITH WET BURLAP AND BACKFILL AS SOON AS POSSIBLE. COAT CUT PLANT SURFACES WITH APPROVED EMULSIFIED ASPHALT PLANT COATING.
- C. REPAIR OR REPLACE VEGETATION DESIGNATED FOR REUSE, WHICH HAS BEEN DAMAGED. REMOVE HEAVY GROTHS OF GRASS BEFORE STRIPPING. STOCKPILE SATISFACTORY TOPSOIL CONTAINING NO LARGE STONES, FOREIGN MATTER AND WEEDS ON SITE FOR REUSE.
- D. COMPLETELY REMOVE ALL IMPROVEMENTS, STUMPS AND DEBRIS EXCEPT FOR THOSE INDICATED TO REMAIN. REMOVE BELOW GRADE IMPROVEMENTS AT LEAST 12" BELOW FINISH GRADE SO AS NOT TO INTERFERE WITH NEW CONSTRUCTION. REMOVE ABANDONED MECHANICAL AND ELECTRICAL WORK AS REQUIRED.
- E. PREVENT EROSION AND SILTATION OF STREETS, CATCH BASINS AND PIPING. CONTROL WINDBLOWN DUST. REMOVE WASTE MATERIALS AND UNSUITABLE SOIL FROM SITE AND DISPOSE OF IN A LEGAL MANNER.
- F. EXCEPT WHERE EXCAVATION TO GREATER DEPTH IS INDICATED, FILL DEPRESSIONS RESULTING FROM CLEARING, GRUBBING AND DEMOLITION WORK COMPLETELY WITH SUITABLE FILL AND COMPACT AS REQUIRED.

3.3 EROSION CONTROL

- A. PROVIDE EROSION AND SILTATION CONTROL AS REQUIRED TO MEET ALL LOCAL AND STATE REQUIREMENTS. END OF SECTION

PLANS PREPARED FOR:



PLANS PREPARED BY:



STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*[Signature]*  
 MICHAEL L. OWENS  
 Title or Printed Name  
 47297  
 Reg. No.  
 Pages or sheets covered by this certification: 1  
 Professional Discipline: ELECTRICAL/CIVIL EC

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*[Signature]*  
 SHELLY D. KESSELHO  
 Title or Printed Name  
 47297  
 Reg. No.  
 Pages or sheets covered by this certification: 1  
 Professional Discipline: ELECTRICAL E

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONSIDERATE USE ONLY. IN CONNECTION WITH THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UNMODIFIED AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LEFT OR OTHERWISE DISPLAYED OF PUBLICLY OR INDISTINCTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTAL

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	09/27/13	DOE	A
ISSUED FOR REVIEW	12/09/13	AMB	B
ISSUED FOR REVIEW	12/17/13	FHM	C
ISSUED FOR CONSTRUCTION	09/12/14	FHM	D
REVISED SURVEY, FIBER EQUIPMENT	12/15/14	AMB	1

SITE NAME:

MN07 LEON WILLMAR

SITE NUMBER:

265819

SITE ADDRESS:

515 2ND STREET SW  
 WILLMAR, MINNESOTA  
 56201

SHEET DESCRIPTION:

SPECIFICATIONS (3 OF 7)

OSC #:

SHEET NUMBER:  
 SP-3

**EARTH MOVING / EXCAVATION / BACKFILLING SECTION 31.20.00**

**PART 1 GENERAL**

**1.1 SUMMARY**

PROVIDE EARTHWORK OPERATIONS INCLUDING BUT NOT LIMITED TO EXCAVATION, GRADING, TRENCHING AND COMPACTION.

**1.2 QUALITY ASSURANCE/COMPACTION:**

UNDER STRUCTURES, BUILDING SLABS, STEPS, PAVEMENTS, AND WALKWAYS, 95 PERCENT MAXIMUM DENSITY, ASTM D 1557.

**A. GRADING TOLERANCES:**

1. LAWNS, UNPAVED AREAS, AND WALKS, PLUS OR MINUS 1 INCH.
2. KEEP SITE FREE FROM ANY PONDING WATER
3. GRADING TOLERANCE FOR FILL UNDER BUILDING OR EQUIPMENT SLABS: PLUS OR MINUS 1/4 INCH MEASURED WITH 10-FOOT STRAIGHTEDGE.

**B. TESTING:** FIELD TESTING OF EARTHWORK AND COMPACTION SHALL BE PERFORMED BY OWNER'S INDEPENDENT TESTING LAB. THIS WORK IS TO BE COORDINATED BY THE CONTRACTOR.

**C. ALL WORK SHALL BE INSPECTED AND RELEASED BY THE OWNER OR HIS AGENT WHO SHALL CARRY OUT THE GENERAL INSPECTION OF THE WORK AS SPECIFIED AND/OR CALLED OUT BY THE CONSTRUCTION DOCUMENTS. PROVIDE A MINIMUM OF 48 HOURS NOTICE PRIOR TO ANY PLACEMENT OF CONCRETE OR BACKFILLING OF TRENCHES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST TIMELY INSPECTIONS PRIOR TO PROCEEDING WITH FURTHER WORK THAT WOULD MAKE PARTS OF WORK INACCESSIBLE OR DIFFICULT TO INSPECT.**

**D. EXISTING UTILITIES:** DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED BY THE OWNER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY OWNER OR HIS AGENT AND THEN ONLY AFTER ACCEPTABLE TEMPORARY UTILITY SERVICES HAVE BEEN PROVIDED.

**PART 2 PRODUCTS**

**2.1 GENERAL**

**A. UTILITY TRENCH:** PROVIDE WELL GRADED SAND (SW-SM) FROM BASE OF TRENCH TO MINIMUM ABOVE THE HIGHEST CONDUIT WITHIN TRENCH. REMAINDER OF TRENCH AREA CAN BE EITHER AB 3 OR CLEAN GRAVEL AS DESCRIBED HEREIN. COMPACT AS REQUIRED TO PREVENT SETTLING.

**B. ACCESS ROADS:** 6" MINIMUM (UNLESS NOTED OTHERWISE ON DRAWINGS) COMPACTED AB 3 OR APPROVED EQUAL (UNWASHED CRUSHED LIMESTONE GRAVEL CONSISTING OF MULTIPLE AGGREGATE SIZES, ROCK CHIPS, AND ROCK DUST.)

**C. COMPOUND (NEW CONSTRUCTION):** 2" THICK CLEAN GRAVEL WITH 100% PASSING THROUGH A 1" SIEVE OVER 4 INCH COMPACTED AB 3.

**D. COMPOUND (EXISTING):** PROVIDE CLEAN GRAVEL WITH 100% PASSING THROUGH A 1" SIEVE AS REQUIRED TO BRING COMPOUND TO PROPER GRADE OR REPAIR EXISTING DAMAGED AREAS.

**E. STRUCTURAL FILL:** PROVIDE 4" MINIMUM AB 3 BELOW STRUCTURES OR SLABS

**2.2 MATERIALS**

**A. GEOTEXTILE FABRIC:** PROVIDE MIRAFI 500X OR APPROVED EQUAL.

**B. PLASTIC MARKING TAPE:** SHALL BE ACID AND ALKALI RESISTANT POLYETHYLENE FILM SPECIFICALLY WIDE WITH A MINIMUM THICKNESS OF 1/8" MANUFACTURED FOR MARKING AND LOCATING UNDERGROUND UTILITIES.

**C. PLASTIC MARKING TAPE:** SHALL BE ACID AND ALKALI RESISTANT POLYETHYLENE FILM SPECIFICALLY MANUFACTURED FOR MARKING AND LOCATING UNDERGROUND UTILITIES. 6" WIDE WITH A MINIMUM THICKNESS OF 0.004 INCH. TAPE SHALL HAVE MINIMUM STRENGTH OF 1500 PSI IN BOTH DIRECTIONS AND MANUFACTURED WITH INTERNAL WIRES OR OTHER MEANS TO ENABLE DETECTION BY A METAL DETECTOR WHEN BURIED UP TO 3 FEET DEEP. THE CORE OF THE TAPE SHALL BE ENCASED IN A PROTECTIVE JACKET OR OTHER MEANS TO PROTECT FROM CORROSION. TAPE COLOR SHALL BE RED FOR ELECTRIC UTILITIES AND ORANGE FOR TELECOMMUNICATION

**PART 3 EXECUTION**

**3.1 INSTALLATION**

**A. PRIOR TO EXCAVATING,** THOROUGHLY EXAMINE AREA TO BE EXCAVATED AND/OR TRENCHED TO VERIFY THE LOCATIONS OF FEATURES ON THE DRAWINGS AND TO ASCERTAIN THE EXISTENCE OF ANY STRUCTURE NOT SHOWN THAT MIGHT INTERFERE WITH NEW CONSTRUCTION. NOTIFY THE OWNER OR HIS AGENT OF ANY OBSTRUCTIONS THAT WILL PREVENT ACCOMPLISHMENT OF THE WORK AS INDICATED ON THE DRAWINGS.

**B. EXCAVATION IS UNCLASSIFIED AND INCLUDES EXCAVATION TO SUBGRADE REGARDLESS OF MATERIALS.** REPAIR EXCAVATIONS BEYOND ELEVATIONS AND DIMENSIONS INDICATED AS REQUIRED.

**C. MAINTAIN STABILITY OF EXCAVATIONS;** COORDINATE SHORING AND BRACING AS REQUIRED BY AUTHORITIES HAVING JURISDICTION. PREVENT SURFACE AND SUBSURFACE WATER FROM ACCUMULATING IN EXCAVATIONS. STOCKPILE SATISFACTORY MATERIALS FOR REUSE. ALLOW FOR PROPER DRAINAGE.

**D. COMPACT MATERIALS AT THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D 1557 BY AERATION OR WETTING TO 95%XX OF MAXIMUM DRY DENSITY TO SUITABLE DEPTH.**

**E. PLACE ACCEPTABLE MATERIALS IN LAYERS NOT MORE THAN 8" LOOSE DEPTH FOR MATERIALS COMPACTED BY HEAVY EQUIPMENT AND NOT MORE THAN 4" LOOSE DEPTH FOR MATERIALS COMPACTED BY HAND EQUIPMENT TO SUBGRADES INDICATED AS**

**FOLLOWS:**

1. STRUCTURAL FILL: USE UNDER FOUNDATIONS, SLABS ON GRADE IN LAYERS AS INDICATED.
2. DRAINAGE FILL: USE UNDER DESIGNATED BUILDING SLABS, AT FOUNDATION DRAINAGE AND ELSEWHERE AS INDICATED.
3. COMMON FILL: USE UNDER UNPAVED AREAS.
4. SUBBASE MATERIAL: USE UNDER GENERAL COMPOUND AREA. IF THICKNESS OF LIFT IS GREATER THAN 6" SPREAD AND COMPACT THE CRUSHED STONE IN MULTIPLE LIFTS OF EQUAL THICKNESS WITH A MAXIMUM LIFT OF 6"
5. F. GRADE TO 1/2" ABOVE OR BELOW REQUIRED SUBGRADE AND TO A TOLERANCE OF 1/4" IN 10'.
6. PROTECT NEWLY GRADED AREAS FROM TRAFFIC AND EROSION. RE-COMPACT AND RE-GRADE SETTLED, DISTURBED AND DAMAGED AREAS TO RESTORE QUALITY, APPEARANCE, AND CONDITION.
7. H. CONTROL EROSION TO PREVENT RUNOFF INTO SEWERS OR DAMAGE TO AREAS.
8. I. CONTROL DUST TO PREVENT HAZARDS TO ADJACENT PROPERTIES AND VEHICLES. IMMEDIATELY REPAIR OR REMEDY DAMAGE CAUSED BY DUST INCLUDING AIR FILTERS IN EQUIPMENT AND VEHICLES. CLEAN SOILED SURFACES.
9. J. DISPOSE OF WASTE AND UNSUITABLE MATERIALS OFF-SITE IN A LEGAL MANNER.

**3.2 BACKFILL**

**A. AS SOON AS PRACTICAL AFTER COMPLETING CONSTRUCTION OF THE RELATED STRUCTURE, INCLUDING THE SPECIFIED MINIMUM CURING PERIOD FOR CAST-IN-PLACE CONCRETE, BACKFILL THE EXCAVATION WITH APPROVED MATERIAL TO RESTORE THE REQUIRED FINISHED GRADE.**

**1. PRIOR TO PLACING BACKFILL AROUND STRUCTURES, ALL FORMS SHALL HAVE BEEN REMOVED AND THE EXCAVATION CLEANED OF ALL TRASH, DEBRIS, AND UNSUITABLE MATERIALS.**

**2. BACKFILL BY PLACING AND COMPACTING SUITABLE BACKFILL MATERIAL OR SELECT GRANULAR BACKFILL MATERIAL WHEN REQUIRED IN UNIFORM HORIZONTAL LAYERS OF NO GREATER THAN 8 INCHES LOOSE THICKNESS. WHERE HAND OPERATED COMPACTORS ARE USED, THE FILL MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 4 INCHES IN LOOSE DEPTH.**

**3. IF THE DENSITY TESTING INDICATES THAT THE SPECIFIED DENSITY, THE SUCCEEDING LAYER SHALL NOT BE PLACED UNTIL THE SPECIFICATION REQUIREMENTS ARE MET UNLESS AUTHORIZED BY THE GEO-TECHNICAL ENGINEER. THE CONTRACTOR SHALL TAKE WHATEVER APPROPRIATE ACTION IS NECESSARY TO OBTAIN PROPER COMPACTION.**

**B. COMPACT EACH LAYER OF BACKFILL TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST, ASTM D 698.**

**3.3 TRENCH EXCAVATION:**

**A. UTILITY TRENCHES SHALL BE EXCAVATED TO THE LINES AND GRADES SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE OWNER OR HIS AGENT. PROVIDE SHORING, SHEETING AND BRACING AS REQUIRED TO PREVENT CAVING OR SLOUGHING OF THE TRENCH WALLS.**

**B. EXTEND THE TRENCH WIDTH A MINIMUM OF 6 INCHES BEYOND THE OUTSIDE EDGE OF THE OUTER- MOST CONDUIT.**

**C. WHEN SOFT, YIELDING, OR OTHERWISE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, BACKFILL AT THE REQUIRED TRENCH TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE REQUIRED ELEVATION AND BACKFILL WITH GRANULAR BEDDING MATERIAL.**

**3.4 TRENCH BACKFILL**

**A. PROVIDE GRANULAR BEDDING MATERIAL (WELL GRADED SAND) IN ACCORDANCE WITH THE DRAWINGS AND THE UTILITY REQUIREMENTS.**

**B. NOTIFY THE OWNER OR HIS AGENT 24 HOURS IN ADVANCE OF BACKFILLING.**

**C. CONDUCT UTILITY CHECK TESTS BEFORE BACKFILLING. BACKFILL AND COMPACT TRENCH BEFORE ACCEPTANCE TESTING.**

**D. PLACE GRANULAR TRENCH BACKFILL UNIFORMLY ON BOTH SIDES OF THE CONDUITS IN 6-INCH UNCOMPACTED LIFTS UNTIL 6 INCHES OVER THE CONDUITS. SOLIDLY RAM AND TAMP BACKFILL INTO SPACES AROUND CONDUITS.**

**E. PROTECT CONDUIT FROM LATERAL MOVEMENT, IMPACT DAMAGE, OR UNBALANCED LOADING.**

**F. ABOVE THE CONDUIT EMBEDMENT ZONE, PLACE AND COMPACT BACKFILL MATERIAL IN 8 INCH MAXIMUM LOOSE THICKNESS LIFTS TO RESTORE THE REQUIRED FINISHED SURFACE GRADE.**

**G. COMPACT FINAL TRENCH BACKFILL TO A DENSITY EQUAL TO OR GREATER THAN EXISTING UNDISTURBED MATERIAL ADJACENT TO THE TRENCH BUT NO LESS THAN A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST, ASTM D 698.**

**3.5 AGGREGATE ACCESS ROAD (IF APPLICABLE)**

**A. CLEAR, GRUB, STRIP AND EXCAVATE FOR ACCESS ROAD TO THE LINES AND GRADES INDICATED ON DRAWINGS. SCARIFY TO A DEPTH OF 6 INCHES AND PROOF-ROLL ALL HOLES, RUTS, SOFT PLACES AND OTHER DEFECTS.**

**B. THE ENTIRE SUBGRADE SHALL BE COMPACTED TO NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST, ASTM D 1557.**

**C. AFTER PREPARATION OF THE SUBGRADE IS COMPLETE, THE GEOTEXTILE FABRIC (MIRAFI 500X) SHALL BE INSTALLED TO THE LIMITS INDICATED ON DRAWINGS BY ROLLING THE FABRIC OUT LONGITUDINALLY ALONG ROADWAY. THE FABRIC SHALL NOT BE DRAGGED ACROSS THE SUBGRADE. PLACE THE ENTIRE ROLL IN A SINGLE OPERATION, SMOOTHLY**

**AS POSSIBLE.**

1. OVERLAPS PARALLEL TO THE ROADWAY WILL BE PERMITTED AT THE CENTERLINE AND AT LOCATIONS BEYOND THE ROADWAY SURFACE WIDTH. NO LONGITUDINAL OVERLAPS SHALL BE LOCATED BETWEEN THE CENTERLINE AND THE SHOULDER. PARALLEL OVERLAPS SHALL BE A MINIMUM OF 3 FEET WIDE.
2. TRANSVERSE OR PERPENDICULAR OVERLAPS AT THE END OF A ROLL SHALL OVERLAP IN THE DIRECTION OF THE AGGREGATE PLACEMENT (PREVIOUS ROLL ON TOP) AND SHALL HAVE A MINIMUM LENGTH OF 3 FEET.
3. ALL OVERLAPS SHALL BE PINNED WITH STAPLES OR NAILS BETWEEN 10 AND 12 INCHES LONG TO INSURE POSITIONING DURING PLACEMENT OF AGGREGATE. PIN LONGITUDINAL SEAMS AT 25 FOOT O. C. AND TRANSVERSE SEAMS EVERY 5 FEET O.C.
4. THE AGGREGATE BASE AND SURFACE COURSES SHALL BE CONSTRUCTED IN LAYERS NOT MORE THAN 6 INCHES (COMPACTED) THICKNESS. AGGREGATE TO BE PLACED ON GEOTEXTILE FABRIC AND SHALL BE END-DUMPED ON THE FABRIC FROM THE FREE END OF THE FABRIC OR OVER PREVIOUSLY PLACED AGGREGATE. AT NO TIME SHALL EQUIPMENT BE PERMITTED ON THE ROADWAY WITH LESS THAN 6 INCHES OF MATERIAL COVERING THE FABRIC.
5. THE AGGREGATE SHALL BE IMMEDIATELY COMPACTED TO NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE PROCTOR TEST, ASTM D 1557 WITH A TAMPING ROLLER, A PNEUMATIC-TYRED ROLLER, OR WITH A VIBRATORY MACHINE OR ANY COMBINATION OF THE ABOVE. THE TOP LAYER SHALL BE GIVEN A FINAL ROLLING WITH A THREE-WHEEL OR TANDEM ROLLER.

**3.6 FINISH GRADING**

- A. PERFORM ALL GRADING TO PROVIDE SMOOTH, EVEN SURFACE DRAINAGE OF THE ENTIRE AREA WITHIN THE LIMITS OF CONSTRUCTION. GRADING SHALL BE COMPATIBLE WITH ALL SURROUNDING TOPOGRAPHY AND STRUCTURES.
- B. UTILIZE SATISFACTORY FILL MATERIALS RESULTING FROM THE EXCAVATION WORK IN THE CONSTRUCTION OF FILLS, EMBANKMENTS AND FOR THE REPLACEMENT OF REMOVED UNSUITABLE MATERIALS.
- C. ACHIEVE FINISHED GRADE BY PLACING A MINIMUM OF 6 INCHES OF AB 3 ON TOP OF SOIL STABILIZER FABRIC.
- D. REPAIR ALL ACCESS ROADS AND SURROUNDING AREAS USED DURING THE COURSE OF THIS WORK TO THEIR ORIGINAL CONDITION.

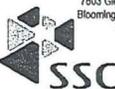
END OF SECTION

PLANS PREPARED FOR:



1801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
PHONE: (651) 546-4700

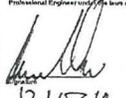
PLANS PREPARED BY:



7803 Cloray Road, Suite 102  
Bloomington, Minnesota 55439  
Phone: 952-831-0131  
Fax: 913-438-7777

STRUCTURAL/CIVIL ENGINEER

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



MICHAEL L. OWENS  
Type or Printed name

12/15/14  
Date

4002  
Exp. No.

Pages or sheets covered by this certification:  
See Assembly Schedule, STRUCTURAL/CIVIL, etc.

ELECTRICAL ENGINEER

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

SHILTON D. NEUSING  
Type or Printed name

4757  
Exp. No.

Pages or sheets covered by this certification:  
See Assembly Schedule, ELECTRICAL, etc.

**DRAWING NOTICE:**

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY. IN CONSIDERATION OF THE LOAN OF THIS DRAWING THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE EMPLOYED OR OTHERWISE OR INCORRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

PERMIT/REVISION	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		09/27/13	BOG	A
ISSUED FOR REVIEW		07/29/13	AMB	B
ISSUED FOR REVIEW		12/17/13	FLY	C
ISSUED FOR CONSTRUCTION		09/12/14	FLY	D
REVISED SURVEY, FIELD COMPUTED		12/15/14	AMB	1

SITE NAME:  
**MN07 LEON WILLMAR**

SITE NUMBER:  
**265819**

SITE ADDRESS:  
**515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201**

SHEET DESCRIPTION:  
**SPECIFICATIONS (4 OF 7)**

SHEET NUMBER:  
**SP-4**

FENCES AND GATES SECTION 32 31 00

PART 1 GENERAL

1.1 SUMMARY

A. PROVIDE FENCES AND GATES INCLUDING ALL ASSOCIATED POSTS, RAILS, BRACES, TERMINAL POSTS, AND RELATED MATERIALS AS SHOWN ON DRAWINGS.

1. TYPE A: GALVANIZED CHAIN LINK FENCING AND GATES
2. TYPE B: GALVANIZED CHAIN LINK FENCING AND GATES WITH BARBED WIRE
3. TYPE C: TREATED WOOD FENCING AND GATES
4. MATCH EXISTING FENCE

B. TERMINOLOGY:

1. CHAIN LINK CLASSIFICATION: GALVANIZED (ZINC COATED).
2. TREATED LUMBER: TREATED LUMBER SHALL BE "ACQ" OR APPROVED EQUAL. CCA WILL NOT BE ACCEPTED.
3. O.D.: OUTSIDE DIMENSION

1.2 QUALITY ASSURANCE

- A. COMPLY WITH GOVERNING CODES AND REGULATIONS.
- B. PROVIDE PRODUCTS OF ACCEPTABLE MANUFACTURERS, WHICH HAVE BEEN IN SATISFACTORY USE IN SIMILAR SERVICE FOR THREE YEARS. USE EXPERIENCED INSTALLERS.

1.3 SCHEDULING AND SEQUENCING

A. CERTAIN PORTIONS OF THE WORK MAY BE SPECIFIED TO BE COMPLETED AND OPERATIONAL PRIOR TO COMPLETION OF ALL WORK. SEQUENCE AND PROPERLY PROTECT EQUIPMENT TO PREVENT CONTAMINATION OR DAMAGE TO EQUIPMENT IN ADJACENT WORK AREAS.

B. STORAGE AND PROTECTION: STORE MATERIALS A MINIMUM OF 12 INCHES ABOVE GROUND.

2A PRODUCTS: CHAIN LINK FENCES AND GATES

2A.1 PRODUCTS

A. FENCE FABRIC, POSTS, TENSION WIRE, CORNER POSTS, AND APPURTENANCES SHALL CONFORM TO THE ASTM CODES AND STANDARDS FOR THE APPROPRIATE TYPE OF MATERIALS AS LISTED.

B. MATERIALS SHALL BE UNIFORM, CONSISTENT, AND MEET THE FOLLOWING REQUIREMENTS.

1. FENCE FABRIC: 72 INCHES HIGH (U.N.O.), HEAVY GALV. CHAIN LINK FENCE CONFORMING TO ASTM A392, CLASS 2, OF 2 INCH MESH 9 GAGE WIRE (0.148 INCHES IN DIAMETER), WITH THE TOP SELVAGE BARBED AND THE BOTTOM KNUCKLED.
2. LINE POSTS: FOR FABRIC UP TO AND INCLUDING SIX FEET IN HEIGHT, LINE POSTS SHALL BE GALV. SCHEDULE 40 PIPE WITH 1.90 INCH O.D. FOR FABRIC MORE THAN 6 FEET HIGH (IF REQUIRED TO MATCH EXISTING OR UNUSUAL SITE CONDITIONS), LINE POSTS SHALL BE GALV. SCHEDULE 40 PIPE WITH 2.375 INCH O.D. COMPLY WITH ASTM F 1083.3.
3. END, CORNER, AND PULL POSTS: 2.375 INCH O.D. GALV. SCHED. 40 PIPE UP TO 8 FEET AND 2.875 INCH O.D. FOR FENCES OVER 6 FEET, COMPLY WITH ASTM F 1083.
4. GATE POSTS: GALV. SCHED. 40 PIPE WITH 2.875 INCH O.D. COMPLY WITH ASTM F 1083.
5. BRACE RODS (LOCATED ON EACH SIDE OF GATES AND EACH SIDE AT CORNERS): 1.66 INCH O.D. GALV. SCHED. 40.
6. TRUSS RODS / CROSS BRACING: 3/8 INCH DIAMETER DIAGONAL BARS WITH TURNBUCKLE.
7. TENSION WIRE: 7 GA. US STEEL WIRE GALV. PER ASTM A116 COATING CLASS III ATTACHED 1 INCH BELOW TOP SELVAGE AND 2" ABOVE BOTTOM SELVAGE OF FABRIC O.C. \*BY MEANS OF HOG RINGS AT 24"
8. APPURTENANCES SUCH AS BRACE BANDS, TENSION BANDS AND BARS: FABRICATED OF 1/8 INCH BY 7/8 INCH GALVANIZED STEEL WITH GALV. STEEL CARRIAGE BOLTS AND NUTS PER ASTM A123. TENSION BARS SHALL BE 1/4 BY 3/4 INCH GALV. STEEL BAR PER ASTM A153.
9. FABRIC TIES: CLASS I GALV. STEEL WIRE NO LESS THAN 9 GA.
10. POST TOPPS: PROVIDED FOR EACH POST. MATERIALS SHALL BE PRESSED STEEL OR MALLEABLE IRON THAT PROVIDES WATER TIGHT CLOSURE CAP FOR TUBULAR POSTS AND SHALL BE GALV. PER ASTM A153.
11. BARBED WIRE: BARBED WIRE SHALL CONSIST OF DOUBLE STRANDED, 12-1 1/2 GAGE O.C. THE TOP 1 FOOT \*WIRE ASTM A121, CLASS 3 WITH 4 POINT BARBS SPACED 5 OF THE FENCE SHALL CONSIST OF 3 STRANDS OF BARBED WIRE ATTACHED TO A 45 DEGREE ANGLE WITH HEAVY PRESSED ARMS CAPABLE OF WITHSTANDING, WITHOUT FAILURE 250 POUNDS DOWNWARD PULL AT THE OUTERMOST END OF THE ARM.

12. GATES

- a. GATE MATERIALS SUCH AS FABRIC, BOLTS, NUTS, AND TENSION BARS, SHALL BE CONSISTENT WITH FENCE MATERIALS. GATES SHALL CONSIST OF BOTH SINGLE AND DOUBLE SWING GATES AS SHOWN ON THE DRAWINGS.
- b. GATES SHALL BE MANUALLY OPERATED.
- c. GATE FRAMES SHALL BE 1.90 INCH O.D. PIPE TO BE FURNISHED WITH ALL NECESSARY FITTINGS, INCLUDING HEAVY DUTY COMMERCIAL DOUBLE GATE LATCH SIMILAR OR EQUAL TO DAC INDUSTRIES #4000.

PART 2B PRODUCTS: WOOD FENCES AND GATES

2B.1 PRODUCTS

A. FENCE MATERIALS, INCLUDING POSTS, RAILS, CORNER POSTS, AND PICKETS SHALL BE AS FOLLOWS:

1. END CORNER, GATE, AND PULL POSTS 8 FEET HIGH OR LESS SHALL BE 2 1/2 INCH NPS SCHEDULE 40 GALV. STEEL PIPE PER ASTM A120. (OUTSIDE DIAMETER OF 2.875 INCHES)
2. LINE POSTS UP TO 8 FEET HIGH, SHALL BE 2 INCH NPS GALVANIZED COLD-FORMED AND WELDED STEEL PIPE COMPLYING WITH ASTM F 1043 WITH AN OUTSIDE DIAMETER OF 2.375 INCHES OR PER ASTM A120.
3. TOP, MIDDLE, AND BOTTOM RAILS SHALL BE 2" X 4" TREATED LUMBER
4. PICKETS SHALL BE 1" X 6" TREATED LUMBER

B. TREATED LUMBER

1. ALL ABOVE GROUND MATERIALS SHALL BE TREATED WITH A MINIMUM OF .25 POUNDS OF PRESERVATIVE PER CUBIC FOOT OF MATERIAL.
2. TREATMENT FOR LUMBER SHALL BE APPROVED BY ALL GOVERNING BODIES.

C. GATES:

MANUALLY OPERATED WOOD GATES SHALL BE CONSTRUCTED WITH STEEL FRAME AND WOOD PICKETS. GATES SHALL BE SINGLE OR DOUBLE SWING AS INDICATED ON DRAWINGS.

D. PIPE GRIP TIES: PROVIDE PIPE GRIP TIES OF RECOMMENDED SIZE FOR USE WITH STEEL POSTS SIMILAR POSTS. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.

PART 3 EXECUTION

3.1 INSTALLATION

- A. PHYSICAL LOCATIONS OF FEATURES SUCH AS FENCE LINES, GATES, TERMINAL POSTS SHALL BE PER THE PLANS.
- B. INSTALL MATERIALS PER MANUFACTURER'S INSTRUCTIONS. COMPLY WITH ASTM F 567 FOR CHAIN LINK FENCES AND F 537 FOR WOOD FENCES. INSTALL MATERIALS WITH UNIFORM APPEARANCE. COORDINATE WITH OTHER SECTIONS.
- C. PROVIDE A REASONABLY SMOOTH PROFILE AT FENCE LINE. BOTTOM OF FENCE SHALL NOT BE MORE THAN 2 INCHES ABOVE FINISHED GRADE. IF FENCE CROSSES EXTREME GRADE DEPRESSION, CONFORM THE FENCE TO THE GROUND CONTOUR. (U.N.O.). CLOSE SPACE BELOW THE BOTTOM OF THE FENCE WITH ADDITIONAL FENCE MATERIALS WHILE MAINTAINING A UNIFORM TOP.
- D. POST SPACING AND INSTALLATION

1. INSTALL LINE POSTS AND BRACE AT INTERVALS NOT TO EXCEED 10 FEET AND 8 FEET FOR WOOD FENCES. POSTS SHALL BE EVENLY SPACED. LOCATE CORNER AND TERMINAL POSTS PER DRAWINGS. INSTALL CORNER POSTS WHERE CHANGES IN GRADE EXCEED 30 DEGREES.
2. SET POSTS VERTICALLY IN CYLINDRICAL CONCRETE FOUNDATION IN PER THE SCHEDULE IN TABLE 1 AND IN ACCORDANCE WITH ASTM F967.

TABLE 1 LINE, CORNER, PULL, AND TERMINAL POST INSTALLATION SCHEDULE

	FOUNDATION DIAMETER	FOUNDATION DEPTH	POST EMBEDMENT
LINE POST	0'-10"	3'-6"	3'-0"
TERMINAL POST	1'-0"	3'-8"	3'-0"
GATE POSTS	1'-6"	4'-0"	3'-6"

3. TOP SURFACE OF THE CONCRETE FOUNDATION SHALL BE SMOOTH 1/2 INCH CROWN, SLOPING AWAY FROM THE POST AND BE A MINIMUM OF 4 INCHES BELOW GRADE. THE POST SHALL BE 6 INCHES FROM THE BOTTOM OF THE CONCRETE POUR.

4. HOLES MAY BE HAND AUGURED OR DRILLED. IF ROCK IS ENCOUNTERED, DRILL MIN. 12 INCHES FOR LINE POSTS AND 18 INCHES FOR CORNER, GATE, OR TERMINAL POSTS. DRILL HOLES 1 INCH LARGER THAN SIZES IN TABLE 1. IF SOLID ROCK IS BELOW SOIL OVERBURDEN, DRILL TO FULL DEPTH REQUIRED, EXCEPT PENETRATION INTO ROCK NEED NOT EXCEED MINIMUM DEPTHS SPECIFIED.

E. SETTING POSTS

1. REMOVE ANY LOOSE AND FOREIGN MATERIALS FROM THE SIDES AND BOTTOMS OF THE HOLES. MOISTEN SOIL PRIOR TO PLACING THE CONCRETE. CENTER AND ALIGN POSTS, TAMP TO CONSOLIDATE, AND SECURE UNTIL CONCRETE IS FULLY CURED.
2. KEEP CONCRETE SURFACES MOIST FOR AT LEAST 7 DAYS AFTER PLACEMENT.
3. POSTS SET IN SLEEVED HOLES SHALL BE GROUTED IN PLACE USING A NON-SHRINK PORTLAND CEMENT GROUT APPROVED BY THE ENGINEER.

1. PRIOR TO PLACING COMPONENTS SUCH AS FABRIC, RAILS, TENSION WIRE, AND GATES, VERIFY THAT THE CONCRETE HAS REACHED AT LEAST 75% OF ITS DESIGN STRENGTH AS PRESCRIBED ON THE PLAN DETAILS, OR HAS CURED A MINIMUM OF 7 DAYS AFTER SETTING THE POSTS.

F. BRACING (CHAIN LINK FENCE ONLY)

1. INSTALL TENSION WIRES PARALLEL TO THE LINE OF FABRIC BY WEAVING NO LESS THAN 7 GA. WIRE OF THE APPROPRIATE TYPE THROUGH FABRIC AND TYING TO EACH POST. INSTALL TENSION WIRE BEFORE STRETCHING FABRIC.

2. INSTALL HORIZONTAL PIPE BRACE AT MID-HEIGHT ON EACH SIDE OF TERMINAL POSTS. FIRMLY ATTACH WITH FITTINGS. INSTALL DIAGONAL TRUSS RODS AT THESE POINTS. ADJUST TRUSS ROD, ENSURING POSTS REMAIN PLUMB.

G. INSTALLING FABRIC (CHAIN LINK FENCE ONLY)

1. INSTALL THE CHAIN LINK FENCE FABRIC SO THAT THE POSTS ARE ENCLOSED. STRETCH THE FABRIC TIGHT, APPROXIMATELY 2 INCHES ABOVE THE GROUND, AND SECURELY TO THE POSTS.

2. CUT FABRIC AND ATTACH EACH SPAN INDEPENDENTLY AT ALL TERMINAL AND CORNER POSTS. USE STRETCHER BARS WITH FABRIC BANDS SPACED AT MAX. 5 INCH INTERVALS TO FASTEN FABRIC TO TERMINAL POSTS. USE TIE WIRE, METAL BANDS, OR OTHER APPROVED MATERIAL ATTACHED AT MAXIMUM 15 INCH INTERVALS TO FASTEN FABRIC TO LINE POSTS, TOP RAIL OR BOTTOM TENSION WIRE.

H. INSTALLING GATES

1. INSTALL GATES ACCORDING TO THE LOCATIONS, TYPE, AND SIZE INDICATED ON THE PLANS.
2. GATES SHALL BE BRACED AND TRUSSED TO PREVENT SAGGING, BUCKLING, AND WEAVING, AND COVERED WITH SAME FABRIC AS THE FENCE U.N.O. FIXED END RATCHET BANDS SHALL BE FURNISHED FOR FASTENING. FURNISH GATES WITH ALL FITTINGS AND HARDWARE REQUIRED. HEAVY DUTY COMMERCIAL LATCHES PROVIDED FOR USE WITH PADLOCK AND HINGES SHALL ALLOW 180 DEGREE SWING. PROVIDE 3/8 INCH DIAMETER CROSSBRACING.
3. INSTALL GATES PLUMB, LEVEL, AND SECURE FOR THE FULL OPENING WITHOUT INTERFERENCES
4. INSTALL ALL ITEMS PER MANUFACTURER'S RECOMMENDATIONS. INSPECT ALL PARTS AND ATTACHMENTS FOR DEFECTS, AND INSTALL, LUBRICATE, AND ADJUST EQUIPMENT TO ENSURE SMOOTH OPERATION.

5. INSTALL (WELD TO GATE FRAME) TWO 8 INCH SECTIONS (ONE PER GATE) OF 1/2 INCH NOMINAL WELDED, GRADE 30 MINIMUM GALVANIZED STEEL CHAIN JUST BELOW LATCH FOR PADLOCKS. VERIFY INSIDE DIMENSIONS OF CHAIN LINK WILL RECEIVE STANDARD PADLOCKS.

I. MISCELLANEOUS INSTALLATION (CHAIN LINK FENCE)

1. USE U-SHAPED TIE WIRES, CONFORMING TO THE DIAMETERS OF PIPE, THAT CLASP THE PIPE AND FABRIC FIRMLY WITH ENDS TWISTED AT LEAST 2 FULL TURNS.
2. INSTALL NUTS FOR FASTENERS ON TENSION BANDS AND HARDWARE BOLTS ON THE SIDE OF THE FENCE OPPOSITE THE FABRIC. THE ENDS OF BOLTS, ONCE SECURE AND CHECKED FOR SMOOTH OPERATION, SHALL BE PEENED TO PREVENT REMOVAL OF NUTS.

3.2 PROTECTION

A. A GUARANTEE SHALL BE FURNISHED FOR ALL MATERIALS, INSTALLATION, AND WORKMANSHIP TO BE FREE OF DEFECTS FOR A PERIOD OF 1 YEAR FROM THE DATE OF ACCEPTANCE UNLESS NOTED OTHERWISE IN THE CONTRACT DOCUMENTS. ANY DEFECT IN INSTALLATION OR WORKMANSHIP SHALL BE REPAIRED, AND/OR REPLACED WITHOUT COST TO THE OWNER.

B. REPAIR COATINGS DAMAGED IN THE FIELD AS RECOMMENDED BY THE MANUFACTURER.

END OF SECTION

PLANS PREPARED FOR:



PLANS PREPARED BY:



STRUCTURAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

*Signature*  
MICHAEL L. OWENS  
Type or Printed name  
4692  
REG. NO.  
Pages or sheets covered by this certification:  
See Description Schedule, ELECTRICAL, E

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

*Signature*  
EVELYN D. HEDLUND  
Type or Printed name  
47157  
REG. NO.  
Pages or sheets covered by this certification:  
See Description Schedule, ELECTRICAL, E

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LEFT TO THE COUNTERPARTY OF THIS DRAWING TO BE BORROWER PROHIBITS ANY ADDRESS TO RETURN TO REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	09/27/13	MOG	A
ISSUED FOR REVIEW	12/09/13	JAB	B
ISSUED FOR REVIEW	12/17/13	F.W.C	C
ISSUED FOR CONSTRUCTION	02/12/14	F.W.C	D
REVISED SURVEY, FIBER EQUIPMENT	12/15/14	JAB	1

CITE NAME:

MN07 LEON WILLMAR

SHEET NUMBER:

265819

SHEET ADDRESS:

515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201

SHEET DESCRIPTION:

SPECIFICATIONS (5 OF 7)

SOC #:

SHEET NUMBER:  
SP-5

SECTION 16000 ELECTRICAL

PART 1 GENERAL

1.1 GENERAL CONDITIONS:

- A. THE CONTRACTOR SHALL INSPECT THE SITE WHERE THIS WORK IS TO BE PERFORMED AND FULLY FAMILIARIZE HIMSELF WITH ALL CONDITIONS RELATED TO THIS PROJECT.
- B. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND LICENSES AND SHALL MAKE ALL DEPOSITS AND PAY ALL FEES REQUIRED FOR THE PERFORMANCE OF WORK UNDER THIS SECTION.
- C. DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND COMPONENTS COVERED UNDER THIS SECTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS. DRAWINGS SHALL NOT BE SCALED TO DETERMINE DIMENSIONS.

1.2 LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES.

- A. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL APPLICABLE LOCAL LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES.

1.3 REFERENCES:

A. THE PUBLICATIONS LISTED BELOW FORM PART OF THIS SPECIFICATION. EACH PUBLICATION SHALL BE THE LATEST REVISION AND ADDENDUM IN EFFECT ON THE DATE THIS SPECIFICATION IS ISSUED FOR CONSTRUCTION UNLESS OTHERWISE NOTED. EXCEPT AS MODIFIED BY THE REQUIREMENTS SPECIFIED HEREIN OR THE DETAILS OF THE DRAWINGS, WORK INCLUDED IN THIS SPECIFICATION SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THESE PUBLICATIONS.

- 1. ANSI/IEEE (AMERICAN NATIONAL STANDARDS INSTITUTE)
- 2. IEEE (INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS)
- 3. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS)
- 4. ICEA (INSULATED CABLE ENGINEERS ASSOCIATION)
- 5. NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION)
- 6. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
- 7. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
- B. UL (UNDERWRITERS LABORATORIES, INC.)

1.4 SCOPE OF WORK:

- A. WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING ALL LABOR, MATERIAL AND ASSOCIATED SERVICES REQUIRED TO COMPLETELY CONSTRUCT AND LEAVE READY FOR OPERATION SYSTEMS AS SHOWN ON THE DRAWINGS AND HEREIN DESCRIBED.
- B. ALL ELECTRICAL EQUIPMENT UNDER THIS CONTRACT SHALL BE PROPERLY TESTED, ADJUSTED, AND ALIGNED BY THE CONTRACTOR.
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAINING, TRENCHES, BACKFILLING, AND REMOVAL OF EXCESS DIRT.
- D. THE CONTRACTOR SHALL FURNISH TO THE OWNER, CERTIFICATES OF FINAL INSPECTION AND APPROVAL FROM THE INSPECTION AUTHORITIES HAVING JURISDICTION.

PART 2 PRODUCTS

2.1 GENERAL:

- A. ALL ITEMS OF MATERIALS AND EQUIPMENT SHALL BE NEW, FREE FROM DEFECTS AND OF THE BEST QUALITY NORMALLY USED FOR THE PURPOSE IN GOOD COMMERCIAL PRACTICE.
- B. ALL MATERIALS AND EQUIPMENT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED.
- C. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE.
- D. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING RATING EQUAL TO OR GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 10,000 AC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT.

2.2 MATERIALS AND EQUIPMENT:

A. CONDUIT:

- 1. RIGID GALVANIZED STEEL CONDUIT (RGS) SHALL BE HOT-DIP GALVANIZED INSIDE AND OUTSIDE INCLUDING ENDS AND THREADS AND ENAMELED OR LACQUERED INSIDE IN ADDITION TO GALVANIZING.
- 2. FLEXIBLE METAL CONDUIT SHALL BE GALVANIZED, ZINC-COATED STEEL, PVC COATED FOR OUTDOOR APPLICATIONS.
- 3. CONDUIT CLAMPS, STRAPS AND SUPPORTS SHALL BE STEEL OR MALLEABLE IRON. ALL FITTINGS SHALL BE COMPRESSION TYPE AND WATERTIGHT.
- 4. NON-METALLIC CONDUIT AND FITTINGS SHALL BE SCHEDULE 40 PVC, HEAVY-WALL RIGID WITH SOLVENT-CEMENT-TYPE JOINTS AS RECOMMENDED BY THE MANUFACTURER.

B. WIRE AND CABLE:

- 1. WIRE AND CABLE SHALL BE FLAME-RETARDANT, MOISTURE AND HEAT RESISTANT THERMOPLASTIC, SINGLE CONDUCTOR, COPPER, TYPE THHN/THWN, 600 VOLT, SIZES AS INDICATED, #12 AWG MINIMUM.
- 2. #10 AWG AND SMALLER CONDUCTORS SHALL BE SOLID AND #8 AWG AND LARGER CONDUCTORS SHALL BE STRANDED.
- 3. SOLDERLESS, PRESSURE-TYPE CONNECTORS CONSTRUCTED OF HIGH-STRENGTH, NON-CORRODIBLE, TIN-PLATED COPPER DESIGNED TO FURNISH HIGH-PULLOUT STRENGTH AND HIGH CONDUCTIVITY JOINTS SHALL BE USED.
- 4. SUPPORT GRIPS SHALL BE SINGLE WEAVE, CLOSED MESH, HIGH-GRADE, NON-MAGNETIC, TIN-COATED BRONZE CAPABLE OF SUPPORTING TEN TIMES THE CABLE DEAD WEIGHT, HUBBELL KELLEMS OR APPROVED EQUAL.

C. DISCONNECT SWITCHES:

- 1. DISCONNECT SWITCHES SHALL BE HEAVY DUTY, DEAD-FRONT, QUICK-MAKE, QUICK-BREAK, EXTERNALLY OPERABLE, HANDLE LOCKABLE AND INTERLOCKED WITH COVER IN CLOSED POSITION, RATING AS INDICATED, UL LABELED FURNISHED IN NEMA 3R ENCLOSURE, SQUARE D CLASS 3110 OR APPROVED EQUAL.

D. SYSTEM GROUNDING:

- 1. GROUNDING CONDUCTOR SHALL BE BARE, STRANDED, COPPER, SIZE AS INDICATED, EXCEPT ABOVE GROUND GROUNDING CONDUCTORS SHALL BE INSULATED.
- 2. GROUND BUSES SHALL BE BARE ANNEALED COPPER BARS OF RECTANGULAR CROSS SECTION.
- 3. CONNECTORS SHALL BE HIGH-CONDUCTIVITY, HEAVY DUTY, LISTED AND LABELED AS GROUNDING CONNECTORS FOR THE MATERIALS USED. USE TWO-HOLE COMPRESSION LUGS WITH HEAT SHRINK FOR MECHANICAL CONNECTIONS.
- 4. EXOTHERMIC WELDED CONNECTIONS SHALL BE PROVIDED IN KIT FORM AND SELECTED FOR THE SPECIFIC TYPES, SIZES, AND COMBINATIONS OF CONDUCTORS AND OTHER ITEMS TO BE CONNECTED.
- 5. GROUND RODS SHALL BE COPPER-CLAD STEEL WITH HIGH-STRENGTH STEEL CORE AND ELECTROLYTIC-GRADE COPPER OUTER SHEATH, MOLTEN WELDED TO CORE, 3/4" x 10'-0".

E. OTHER MATERIALS:

- 1. THE CONTRACTOR SHALL PROVIDE OTHER MATERIALS, THOUGH NOT SPECIFICALLY DESCRIBED, WHICH ARE REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF THE WORK.

PLANS PREPARED FOR:



PLANS PREPARED BY:



STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: MICHAEL L. OCHS  
Typed or Printed name

Date: 6/20/13  
Reg. No.  
Pages or sheets covered by this certification: STRUCTURAL/CIVIL, EC

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: SHELTON D. KEIRLING  
Typed or Printed name

Date: 12-15-14  
Reg. No.  
Pages or sheets covered by this certification: ELECTRICAL, E

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF E&C, INC. AND IS LOANED TO THE BORROWER FOR THEIR CONSTRUCTION USE ONLY. AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UNLESS OTHERWISE ADVISED BY E&C, INC. OR OTHERWISE DISPOSED OF SEPARATELY OR OTHERWISE, FOR USE FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTAL	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		09/27/13	DOC	A
ISSUED FOR REVIEW		12/09/13	AMB	B
ISSUED FOR REVIEW		12/17/13	PJW	C
ISSUED FOR CONSTRUCTION		09/12/14	PJW	D
REVISED SURVEY, FIELD EQUIPMENT		12/15/14	AMB	E

SITE NAME:

MN07 LEON WILLMAR

SITE NUMBER:

265819

SITE ADDRESS:

515 2ND STREET SW  
WILLMAR, MINNESOTA  
56201

SHEET DESCRIPTION:

SPECIFICATIONS (6 OF 7)

OSC A:

SHEET NUMBER:

SP-6

PART 3 EXECUTION

3.1 GENERAL:

- A. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- B. EQUIPMENT SHALL BE TIGHTLY COVERED AND PROTECTED AGAINST DIRT OR WATER, AND AGAINST CHEMICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.

3.2 LABOR AND WORKMANSHIP:

- A. ALL LABOR FOR THE INSTALLATION OF MATERIALS AND EQUIPMENT FURNISHED FOR THE ELECTRICAL SYSTEM SHALL BE DONE BY EXPERIENCED MECHANICS OF THE PROPER TRADES.
- B. ALL ELECTRICAL EQUIPMENT FURNISHED SHALL BE ADJUSTED, ALIGNED AND TESTED BY THE CONTRACTOR AS REQUIRED TO PRODUCE THE INTENDED PERFORMANCE.
- C. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL THOROUGHLY CLEAN ALL EXPOSED EQUIPMENT, REMOVE ALL LABELS AND ANY DEBRIS, CRATING OR CARTONS AND LEAVE THE INSTALLATION FINISHED AND READY FOR OPERATION.

3.3 COORDINATION:

- A. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRICAL ITEMS WITH THE OWNER-FURNISHED EQUIPMENT DELIVERY SCHEDULE TO PREVENT UNNECESSARY DELAYS IN THE TOTAL WORK.

3.4 INSTALLATION:

A. CONDUIT:

1. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN CONDUIT AS HEREIN SPECIFIED. NO CONDUIT OR TUBING OF LESS THAN 3/4 INCH NOMINAL SIZE SHALL BE USED.
2. PROVIDE RGS CONDUIT FOR ALL EXPOSED, EXTERIOR CONDUIT.
3. PROVIDE SCHEDULE 40 PVC OR RGS CONDUIT BELOW GRADE, 1" MINIMUM, UNLESS NOTED OTHERWISE. ALL 90 DEGREE BENDS TO ABOVE GRADE SHALL BE RGS. MINIMUM BURIAL DEPTH SHALL BE 24" CLEAR TO TOP OF CONDUIT, UNLESS NOTED OTHERWISE.
4. USE GALVANIZED FLEXIBLE STEEL CONDUIT WHERE DIRECT CONNECTION IS NOT DESIRABLE FOR REASON OF EQUIPMENT VIBRATION, OR FOR EASE OF MAINTENANCE. USE LIQUIDTIGHT, PVC COATED FLEXIBLE METAL CONDUIT FOR OUTDOOR APPLICATIONS.
5. INSTALL GALVANIZED FLEXIBLE STEEL CONDUIT AT ALL POINTS OF CONNECTION TO EQUIPMENT MOUNTED ON SUPPORTS TO ALLOW FOR EXPANSION AND CONTRACTION.
6. A RUN OF CONDUIT BETWEEN BOXES OR FITTINGS SHALL NOT CONTAIN MORE THAN THE EQUIVALENT OF FOUR QUARTER-BENDS INCLUDING THOSE BENDS LOCATED IMMEDIATELY AT THE BOX OR FITTING. THE RADIUS OF BENDS SHALL NEVER BE SHORTER THAN THAT OF THE CORRESPONDING TRADE ELBOW.
7. WHERE CONDUIT HAS TO BE CUT IN THE FIELD, IT SHALL BE CUT SQUARE WITH A PIPE CUTTER USING CUTTING KNIVES.
8. ALL CONDUITS SHALL BE SWABBED CLEAN BY PULLING AN APPROPRIATE SIZE MANOREL THROUGH THE CONDUIT BEFORE INSTALLATION OF WIRE OR CABLE. CLEAR ALL BLOCKAGES AND REMOVE BURRS, DIRT, AND DEBRIS.
9. INSTALL PULL STRINGS IN ALL EMPTY CONDUITS. IDENTIFY PULL STRINGS AT EACH END WITH ITS DESTINATION.
10. PROVIDE INSULATED GROUNDING BUSHINGS FOR ALL CONDUITS STUBBED INTO EQUIPMENT ENCLOSURES OR STUBBED OUT FOR FUTURE USE BY OTHERS.
11. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL CONDUITS DURING CONSTRUCTION. TEMPORARY OPENINGS IN THE CONDUIT SYSTEM SHALL BE PLUGGED OR CAPPED TO PREVENT ENTRANCE OF MOISTURE OR FOREIGN MATTER. CONTRACTOR SHALL REPLACE ANY CONDUITS CONTAINING FOREIGN MATERIALS THAT CANNOT BE REMOVED.
12. INSTALL 2" ORANGE DETECTABLE TAPE 12" ABOVE ALL UNDERGROUND CONDUIT AND WIRE.
13. CONDUITS SHALL BE INSTALLED IN SUCH A MANNER AS TO INSURE AGAINST COLLECTION OF TRAPPED CONDENSATION.

B. WIRE AND CABLE:

- 1. ALL POWER WIRING SHALL BE COLOR CODED AS FOLLOWS:

DESCRIPTION	120/240V	208Y/120V	480Y/277V
PHASE A	BLACK	BLACK	BROWN
PHASE B	RED	RED	ORANGE
PHASE C	WHITE	BLUE	YELLOW
NEUTRAL	WHITE	WHITE	GRAY
GROUND	GREEN	GREEN	GREEN

- 2. SPLICES SHALL BE MADE ONLY AT OUTLETS, JUNCTION BOXES, OR ACCESSIBLE RACEWAYS WITH PRESSURE-TYPE CONNECTORS.
- 3. PULLING LUBRICANTS SHALL BE SOAPSTONE POWDER, POWDERED TALC, OR A COMMERCIAL PULLING COMPOUND. NO SOAP SLUDS, SOAP FLAKES, OIL OR GREASE SHALL BE USED. AS THESE MAY BE HARMFUL TO CABLE INSULATION. CONTRACTOR SHALL USE NYLON OR HEMP ROPE FOR PULLING CABLE TO AVOID SCORING THE CONDUIT.

- 4. CABLES SHALL BE NEATLY TRAINED, WITHOUT INTERLACING, AND BE OF SUFFICIENT LENGTH IN ALL BOXES, EQUIPMENT, ETC. TO PERMIT MAKING A NEAT ARRANGEMENT. CABLES SHALL BE SECURED IN A MANNER TO AVOID TENSION ON CONDUCTORS OR TERMINALS, AND SHALL BE PROTECTED FROM MECHANICAL INJURY AND FROM MOISTURE. SHARP BENDS OVER CONDUIT BUSHINGS ARE PROHIBITED. DAMAGED CABLES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

C. DISCONNECT SWITCHES:

- 1. INSTALL DISCONNECT SWITCHES LEVEL AND PLUMB. CONNECT TO WIRING SYSTEM AND GROUND AS INDICATED.

D. GROUNDING:

1. ALL METALLIC PARTS OF ELECTRICAL EQUIPMENT WHICH DO NOT CARRY CURRENT SHALL BE GROUNDED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
2. PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEMS INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING GROUNDING ELECTRODES, BONDING JUMPERS AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.
3. ROUTE GROUNDING CONNECTIONS AND CONDUCTORS TO GROUND IN THE SHORTEST AND STRAIGHTEST PATHS POSSIBLE TO MINIMIZE TRANSIENT VOLTAGE RISES.
4. TIGHTEN GROUNDING AND BONDING CONNECTORS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED TORQUE TIGHTENING VALUES FOR CONNECTORS AND BOLTS. WHERE MANUFACTURER'S TORQUING REQUIREMENTS ARE NOT AVAILABLE, TIGHTEN CONNECTIONS TO COMPLY WITH TIGHTENING TORQUE VALUES SPECIFIED IN UL 486A TO ASSURE PERMANENT AND EFFECTIVE GROUNDING.
5. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
6. ALL GROUND CONNECTIONS SHALL BE INSPECTED FOR TIGHTNESS. EXOTHERMIC-WELDED CONNECTIONS SHALL BE APPROVED BY THE CONSTRUCTION INSPECTOR BEFORE BEING PERMANENTLY CONCEALED.
7. APPLY CORROSION-RESISTANT FINISH TO FIELD CONNECTIONS, AND PLACES WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DESTROYED. USE COPPER-BASED "NO-OX" OR APPROVED EQUAL.
8. A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS.
9. BOND ALL INSULATED GROUNDING BUSHINGS WITH A BARE #8 AWC GROUNDING CONDUCTOR TO A GROUND BUS OR GROUNDING LUG IN ENCLOSURE.
10. DIRECT BURIED GROUND CONDUCTORS SHALL BE INSTALLED AT A NOMINAL DEPTH OF 30" BELOW GRADE, UNLESS NOTED OTHERWISE.
11. ALL GROUNDING CONDUCTORS EMBEDDED IN OR PENETRATING CONCRETE SHALL BE INSULATED OR INSTALLED IN PVC CONDUIT.
12. INSTALL ELECTROLYTIC GROUNDING SYSTEM IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. REMOVE SEALING TAPE FROM LEACHING AND BREATHER HOLES. INSTALL PROTECTIVE BOX FLUSH WITH GRADE.
13. DRIVE GROUND RODS UNTIL TOPS ARE 30 INCHES BELOW FINAL GRADE.
14. GROUNDING CONDUCTOR TO EQUIPMENT GROUND LUGS:
  - 1) BOLTED TO EQUIPMENT HOUSING WITH STAINLESS STEEL BOLTS AND LOCK WASHERS
  - 2) ALL EQUIPMENT TO BE GROUNDED SHALL BE FREE OF PAINT OR ANY OTHER MATERIAL COVERING BARE METAL AT THE POINT OF CONNECTION.

3.5 ACCEPTANCE TESTING:

1. PROVIDE PERSONNEL AND EQUIPMENT, MAKE REQUIRED TESTS, AND SUBMIT TEST REPORTS UPON COMPLETION OF TESTS.
2. WHEN MATERIAL AND/OR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, THE NONCOMPLYING ITEMS SHALL BE REMOVED FROM THE JOBSITE AND REPLACED WITH ITEMS COMPLYING WITH THE SPECIFIED REQUIREMENTS PROMPTLY AFTER RECEIPT OF NOTICE OF SUCH NON-COMPLIANCE.

A. TEST PROCEDURES:

1. ALL FEEDERS SHALL HAVE THEIR INSULATION TESTED AFTER INSTALLATION, BUT BEFORE CONNECTION TO DEVICES. THE CONDUCTORS SHALL TEST FREE FROM SHORT CIRCUITS AND GROUND. TESTING SHALL BE FOR ONE MINUTE USING 1000V DC. INVESTIGATE ANY VALUES LESS THAN 50 MEGOHMS.
2. PRIOR TO ENERGIZING CIRCUITRY, TEST WIRING DEVICES FOR ELECTRICAL CONTINUITY AND PROPER POLARITY CONNECTIONS.
3. MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE WIRES AND NEUTRALS. SUBMIT A REPORT OF MAXIMUM AND MINIMUM VOLTAGES.
4. PERFORM GROUND TEST TO MEASURE GROUND RESISTANCE OF GROUNDING SYSTEM USING THE IEEE STANDARD 3-POINT "FALL-OF-POTENTIAL" METHOD. PROVIDE PLOTTED TEST VALUES & LOCATION SKETCH. NOTIFY THE ENGINEER IMMEDIATELY IF MEASURED VALUE IS OVER 5 OHMS.

END OF SECTION

END OF SPECIFICATION

PLANS PREPARED FOR:



PLANS PREPARED BY:



STRUCTURAL/CIVIL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: MICHAEL L. OWENS  
 Title: Typical or Printed name  
 Date: 4/2/22  
 Exp. of sheets covered by this certification: 8/20/2022  
 For Responsible Discipline: STRUCTURAL/CIVIL, EC

ELECTRICAL ENGINEER:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: RICHARD D. REIDLING  
 Title: Typical or Printed name  
 Date: 12-15-14  
 Exp. of sheets covered by this certification: 8/20/2014  
 For Responsible Discipline: ELECTRICAL, E

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LOANED TO THE SUBMITTER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OR THE EXERCISE OF THE SUBMITTER'S RIGHTS AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT SHALL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSES OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		02/27/13	DRS	A
ISSUED FOR REVIEW		12/09/13	JAO	B
ISSUED FOR REVIEW		12/17/13	PJW	C
ISSUED FOR CONSTRUCTION		02/12/14	PJW	O
REVISED SURVEY, FEED EQUIPMENT		12/15/14	JAO	1

SITE NAME:

MN07 LEON WILLMAR

SITE NUMBER:

265819

SITE ADDRESS:

515 2ND STREET SW  
 WILLMAR, MINNESOTA  
 56201

SHEET DESCRIPTION:

SPECIFICATIONS (7 OF 7)

SSC #:

SHEET NUMBER:

SP-7

SITE NAME: MN07 Leon Willmar  
SITE NUMBER:

## LAND LEASE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the City of Willmar, a Minnesota Municipal Corporation, with its principal offices located at 333 6<sup>th</sup> Street SW, Willmar, Minnesota, 56201, hereinafter designated LESSOR and Midwest Wireless Communications L.L.C. d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

NOW, THEREFORE, in consideration of the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of real property located at 515 2<sup>nd</sup> Street SW, Willmar, Kandiyohi County, State of Minnesota (the entirety of LESSOR's property is referred to hereinafter as the "Property" and is depicted on the survey attached hereto as Exhibit "A" attached hereto and made a part hereof). The portion of the Property being leased consists of an area containing approximately 1,100 square feet as depicted and labeled the "Land Space" on the survey attached hereto as Exhibit A, and as legally described on Exhibit "B" (the "Leased Premises").

2. PURPOSE. The purpose of this Agreement is for the installation and maintenance of a communication antenna facility and related and incidental equipment (collectively referred to as "Equipment", as defined below). A site plan and design specifications for the Equipment showing the exact location of the same with the location, appearance and orientation of the Equipment on the Leased Premises shall be approved by the LESSOR prior to the commencement of construction, and shall be attached hereto as Exhibit C. Equipment shall consist of the following:

- a. A tower of monopole design, not to exceed 100 feet in height as measured from grade, unless approved by LESSOR, constructed and designed in structure and color to blend into the environment, more particularly depicted and described in Exhibit C, or as may be updated from time to time;
- b. Antennas attached to the tower, as depicted and described in Exhibit C or as may be updated from time to time;
- c. Cable, utility wires, conduits, pipes and appurtenances connected to the tower and located near the tower base, as depicted and described in Exhibit C or as may be updated from time to time;
- d. Equipment shelter containing communications, climate control, and electrical and other equipment, fixtures and personal property related to the operation and maintenance of LESSEE's facility as depicted and described in Exhibit C or as may be updated from time to time;

e. An eight (8') foot tall maintenance free security fence as depicted and described in Exhibit C or as may be updated from time to time.

In addition, this Agreement grants the non-exclusive right for ingress, egress and utilities, seven (7) days a week, twenty-four (24) hours a day, on foot or in motor vehicle, including trucks, over, under, or along a right-of-way extending from the nearest public right-of-way, together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, from 2<sup>nd</sup> Street SW, to the Leased Premises for access, all as legally described on the attached Exhibit D attached hereto and made a part hereof. In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence in accordance with Paragraph 6. The Agreement shall commence upon the first (1<sup>st</sup>) day of the month following commencement of construction (the "Commencement Date"). The parties shall acknowledge in writing the Commencement Date.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. LESSOR may, on one occasion at any time after the first extension term, and upon twelve months' prior written notice to LESSEE, require LESSEE to relocate to another location on LESSOR's Property (herein referred to as the "Alternate Location") at LESSOR's expense as reasonably necessary to accomplish the development of the Property provided (a) the Alternate Location is similar to LESSEE's current Premises in size and is compatible for LESSEE's use; and (b) LESSEE's service will not be interrupted and LESSEE shall be allowed if necessary to place a temporary cell site and antenna structure on LESSOR's Property during relocation.

5. ADDITIONAL EXTENSIONS. If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least twelve (12) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions, specifically including the annual rental increase as provided in Paragraph 6, for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least twelve (12) months prior to the end of such term.

6. RENT. Annual rent of fifteen thousand dollars (\$15,000.00) shall be due within thirty (30) days of the written acknowledgement of the Commencement Date, and on the anniversary date of the Commencement Date ("Anniversary Date") of the Initial Term and during any Renewal Terms, LESSEE shall pay to LESSOR the annual rent in advance. Rent not paid and received by LESSOR within fifteen days after notice from LESSOR shall be subject to a ten percent (10%) late fee and possible termination as provided in Paragraph 25 below. Rent

for any fractional month at the beginning or at the end of the Initial Term or a Renewal Term shall be prorated. The annual rent shall increase on each anniversary of the Commencement Date by three percent (3%) from the previous year's rental rate.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

7. LESSOR SPACE; REIMBURSEMENT. LESSEE shall make available to the police, fire and emergency services of LESSOR space on LESSEE's communications tower for existing equipment at no charge to LESSOR, and shall construct the tower and install the equipment so as to accommodate such facilities of LESSOR, and make reasonable effort to accommodate new emergency communications equipment provided by LESSOR. As to any future tower sublessees pursuant to Paragraph 21, their respective installations will be permitted only at such locations that will not cause interference with LESSOR's existing operations on the tower. Additionally, LESSEE shall take care to construct and install the Equipment in a manner that will not to impair the operation and performance of LESSOR's antennas and equipment currently located on LESSOR's existing tower at the Willmar Fire Station, specifically including the antenna that provides the Willmar Fire Station internet access via a wireless connection to Willmar City Hall, until such time such antennas and equipment are relocated to the monopole tower to be constructed on the leased premises as depicted and detailed on Exhibit C attached hereto.

LESSEE further agrees to pay LESSOR a one-time, lump sum payment in the sum of Seven Thousand Three Hundred Eighty One and 36/100 Dollars (\$7,381.36), which shall be due and payable within sixty days of the full execution of this Agreement and which shall be non-refundable. The Parties understand and agree that this payment is being made for the purpose of reimbursing LESSOR for the entirety of LESSOR's costs associated with LESSOR's purchase and installation of its equipment.

8. ADDITIONAL RENT. As additional consideration for this Agreement, LESSEE further agrees to pay LESSOR a one-time, lump sum payment in the sum of Three Thousand and No/100 Dollars (\$3,000.00) as additional rent, which shall be due and payable within thirty (30) days of the full execution of this Agreement and which shall be non-refundable. The parties understand and agree that this additional rent is being paid for the purpose of reimbursing LESSOR for its attorney costs.

9. OPERATION; MAINTENANCE; IMPROVEMENTS; USE; GOVERNMENTAL APPROVALS.

a. Use of the Premises. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto in accordance with all federal, state and local regulations. Any damage done by LESSEE to the Leased Premises or to LESSOR's Property during installation, modification or normal operations shall be repaired at LESSEE's expense. LESSEE shall ensure that LESSEE shall provide LESSOR with as-built drawings of the Equipment installed on the Leased Premises, which show the actual location of all Equipment. Said drawings shall be accompanied by a

complete and detailed inventory of all Equipment and personal property actually placed on the Leased Premises. All improvements and modifications shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE, subject to the appropriate approvals as required by this Agreement and by the LESSOR. LESSEE shall have the right to replace, repair, add or otherwise modify its Equipment or any portion thereof in accordance with all applicable federal, state and local laws and regulations, specifically including the Willmar City Code and zoning ordinance. Before adding any Equipment to the tower, LESSEE shall submit plans and specifications to the LESSOR for the LESSOR's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In the event the LESSOR does not either (i) object to the plans in writing or (ii) furnish the LESSEE with written approval, within fifteen (15) days of the date of submission of the plans, LESSOR will be deemed to have approved them. LESSEE will maintain the Leased Premises in good condition. LESSOR will maintain the property, excluding the Leased Premises, in good condition.

b. Nuisance. LESSEE shall keep the Leased Premises and Equipment free of debris and anything of a dangerous, noxious or offensive nature and in compliance with all applicable laws. Only emergency construction will be permitted before 8:00 a.m. or after 8:00 p.m.

c. Landscaping. At LESSOR's discretion, LESSEE shall landscape the site to screen specified Equipment from adjacent properties and the street. All disturbed areas will be restored to a condition reasonably acceptable to LESSOR.

d. Security. LESSEE shall have sole responsibility for the security of its Equipment and personal property, and any other leasehold improvements, and shall install at its sole expense a motion-sensitive security light on the equipment building as approved by LESSOR.

e. Additional Expenses. Intentionally omitted.

f. Tower Marking and Lightning Protection. LESSEE shall be responsible for compliance with all FAA and FCC tower marking/lighting requirements related to the Leased Premises. LESSEE shall be responsible for protecting its Equipment from the threat and damage due to lightning and related electrical/atmospheric interference. LESSEE shall notify LESSOR of any proposal to install the foregoing on the Leased Premises and such installation shall be approved by LESSOR prior to installation thereof.

g. Hazardous Materials. LESSEE represents and warrants that its use of the Leased Premises will not generate and LESSEE will not store or dispose of on the Leased Premises, nor transport to or over the Property, any Hazardous Materials, unless LESSEE specifically informs LESSOR thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as LESSEE becomes aware of the existence of Hazardous Materials on the Leased Premises. LESSOR and LESSEE acknowledge that LESSEE shall be utilizing and maintaining on the Property sealed batteries, propane/diesel/gasoline, HVAC system, and a halon/FM200 fire suppression system and that the use and maintenance of such items shall not constitute a violation or breach of the preceding sentence of this Paragraph. The obligations of this Paragraph shall survive the expiration or other termination of this Lease.

h. Governmental Approval Contingency. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall take no action intended to adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) any soil boring tests indicate that the Leased Premises are unsuitable for the proposed use thereof by LESSEE, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the receipt of such notice by LESSOR, subject to the condition that any rentals owing to LESSOR on such termination date shall be paid to LESSOR by LESSEE before such termination may be effective. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the Parties shall have no further obligations including the payment of money, to each other. If the LESSEE, in its sole discretion, determines that it is unable to use the Property for its intended purpose or the LESSEE determines that the Leased Premises are no longer technically compatible for its intended use, LESSEE may terminate this Agreement pursuant to Paragraph 25 of this Agreement.

i. Interference Study. Before obtaining a building permit, LESSEE must pay for the reasonable cost of (i) a radio frequency interference study carried out by an independent and qualified professional selected by the LESSEE showing that LESSEE's intended use will not interfere with any existing communications equipment. If the study finds that there is a potential for interference that cannot be reasonably remedied, LESSEE may terminate this Agreement immediately and LESSOR shall refund the rental paid pursuant to Paragraph 8 to LESSEE with no further obligation. Otherwise, LESSEE shall not install its equipment until it provides an interference study showing that LESSEE's intended use will not interfere with any existing communications equipment.

10. CONSTRUCTION. LESSEE will construct and operate the Equipment on the Leased Premises depicted and listed on the attached Exhibit C.

11. INDEMNIFICATION. Subject to Paragraph 12 below, each Party shall indemnify and hold the other harmless against any and all claims, costs, losses, expenses, demands, actions, or causes of action resulting from or arising out of the use and occupancy of the Leased Premises, the Property or the Equipment by the Party, its employees, contractors or agents, including, without limitation, reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the Party or for which Party may be liable in the performance of this Agreement, except to the extent such claims or damages may be due to or caused by the acts or omissions of the other Party, or its employees, contractors or agents. This Agreement to indemnify and hold harmless does not constitute a waiver by

LESSOR of limitations on liability provided by any applicable Minnesota law, including Minnesota Statutes, Chapter 466.

12. INSURANCE.

a. LESSEE's Required Coverages.

i. Comprehensive General Liability; Worker's Compensation and Unemployment Compensation Coverage. LESSEE shall carry and maintain adequate insurance to protect the parties against any and all claims, demands, actions, judgments, expenses, and liabilities which may arise out of or result directly or indirectly from LESSEE's use of the Leased Premises. Any applicable policies shall list the City as an additional insured and shall provide that it will be the primary coverage. The insurance coverage must include, at least, occurrence form Comprehensive General Liability coverage, including hazards of premises/operation coverage, bodily injury, property damage-third party, personal injury, independent contractors liability, products/completed operations coverage, and contractual liability coverage. The LESSEE must maintain the aforementioned comprehensive general liability coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages. LESSEE shall maintain Completed Operations coverage for a minimum of two years after the construction is completed. LESSEE shall also maintain Worker's Compensation and Unemployment Compensation coverage for itself and its employees as required under the laws of the State of Minnesota providing Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee. LESSOR agrees that it is subject to Minnesota Statutes Section 466.

ii. Automobile Liability. The LESSEE must also carry automobile liability coverage. Coverage shall afford total liability limits for bodily injury liability and property damage liability in the amount of \$1,000,000 per accident. The liability limits may be afforded under the commercial policy, or in combination with an umbrella or excess liability policy, provided coverages afforded by the umbrella excess policy are no less than the underlying commercial auto liability coverage. Coverage shall be provided for bodily injury and property damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles. The commercial automobile policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorist coverages.

iii. LESSEE Owned Property Insurance. LESSEE must keep in force during the term and any renewals of the Lease a policy covering damage to its own property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.

iv. Hazardous Materials Coverage. LESSEE must carry sufficient coverage, to the reasonable satisfaction of LESSOR, for damage caused by hazardous materials.

v. Evidence of Insurance. Lessee shall provide, prior to the commencement date and annually during the initial term and any renewal of the Lease term, and promptly at any other time upon the request of LESSOR, evidence of the required insurance in the form of a Certificate of Insurance issued by an insurance company (rated A+ or better by Best Insurance Guide) licensed to do business in the State of Minnesota, which includes all coverages required above.

vi. Adjustment to Insurance Coverage Limits. The coverage limits set forth herein shall be increased from time to time as reasonably required by LESSOR.

b. LESSOR's Required Coverages. LESSOR agrees that at its own cost and expense, it will maintain commercial general liability and property liability insurance with limits not less than \$1,500,000 in any one occurrence and \$2,000,000 general aggregate; or \$3,000,000 combined single limit coverage for bodily injury and property damage. LESSOR agrees that it will include the other Party as an additional insured.

c. Waiver of Subrogation. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Leased Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

13. UTILITIES. LESSEE shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

14. INTERFERENCE. LESSEE shall not interfere with LESSOR's use of the Property for the purposes of maintaining fire or other public safety facilities thereon, or with any new or replacement equipment LESSOR may subsequently install on the LESSEE's monopole communications tower pursuant to Paragraph 7 herein in substantially the same locations as specified on Exhibit C attached hereto, and agrees to cease all actions that unreasonably and

materially interfere with LESSOR's use thereof no later than five (5) business days after receipt of written notice of the interference from LESSOR. In the event that LESSEE's cessation of action is material to LESSEE's use of the Leased Premises and such cessation frustrates LESSEE's use of the Leased Premises, within LESSEE's sole discretion, LESSEE shall have the immediate right to terminate this Agreement. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL UPON TERMINATION. Subject to LESSOR's option to assume title to, possession of and responsibility for the tower on the Leased Premises pursuant to Paragraph 25 (b)(iv), LESSEE shall, within ninety (90) days after the termination or expiration date of this Agreement, remove its Equipment from the Leased Premises and to repair the Leased Premises and restore the site to LESSOR's satisfaction. In the event that LESSEE's Equipment is not removed to the reasonable satisfaction of the LESSOR, and the site is not restored to the reasonable satisfaction of LESSOR, LESSOR may, at its sole discretion, remove and store LESSEE's Equipment and restore the Leased Premises at LESSEE's sole expense. If LESSOR removes the Equipment, LESSOR must give written notice to the LESSEE in accordance with Paragraph 22 of this Agreement.

16. RIGHTS UPON SALE/LIMITED RIGHT OF FIRST REFUSAL. Should LESSOR, at any time during the term of this Agreement, decide to sell or transfer all or any part of the Property to a purchaser other than LESSEE, such sale or transfer shall be under and subject to this Agreement. If LESSOR elects, during the term to sell, otherwise transfer or grant to a third party by easement or other legal instrument an interest in and to any portion of the Property occupied by LESSEE for the primary purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this

Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Minnesota.

21. ASSIGNMENT/SUBLEASE.

a. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. For purposes of this subparagraph, a party shall be an "affiliate" of LESSEE only if the party controls, is controlled by, or is under common control with, LESSEE, and "control" shall mean voting control—via legal, beneficial or equitable ownership; a voting agreement; or otherwise—of securities (or other interest in) the organization having more than 51 percent of the aggregate right to vote for the organization's board of directors or comparable governing body.

b. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. Any approved sublease under this subparagraph shall be subject to the provisions of this Agreement, and subject to the following additional terms and conditions:

i. LESSEE must first pay for an evaluation carried out by a qualified professional demonstrating to the satisfaction of LESSEE that (i) each additional antenna will not interfere with existing antennas or with proposed antennas with a higher priority.

ii. Any sublessee may be required to work with LESSOR to lease additional ground space rent.

iii. LESSOR shall be entitled to additional rent from LESSEE in the annual amount of five-thousand dollars (\$5000.00) for each sublessee not leasing additional ground space from LESSOR. Rent shall be prorated for any partial year, and shall increase on each anniversary of this Agreement in proportion to the annual rental increase provided for in Paragraph 6.

22. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender,

addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Willmar  
333 6<sup>th</sup> Street SW  
Willmar, MN 56201  
Attention: Information Systems Coordinator

LESSEE: Midwest Wireless Communications L.L.C.  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

24. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the term of this Agreement or rent payments.

25. TERMINATION.

a. Except as otherwise provided herein, this Agreement may be terminated by either Party as follows:

i. By either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within fifteen (15) days of receipt of written notice of default to the other Party if a monetary default and (30) days for any non-monetary default (without, however, limiting any other rights of the Party pursuant to any other provisions hereof) provided that if consented to by the non-defaulting Party, which consent shall not be unreasonably withheld, conditioned or delayed, the defaulting Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion;

ii. By either Party, upon thirty days' written notice to the other Party, in the event the Federal Communications Commission or any other regulatory or governmental agency, body or entity having jurisdiction over LESSEE makes a determination that is final and non-appealable or which is affirmed and becomes final after the exhaustion of all available appeals concluding that LESSEE's use as set forth in this Agreement presents a material risk to the public health or safety;

iii. By LESSEE for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Equipment or LESSEE's business;

iv. By LESSEE for cause if the Leased Premises or Equipment is or becomes unacceptable for technological, design or engineering reasons or LESSEE is unable to use the Property for its intended purposes;

v. By LESSEE, if the Leased Premises is destroyed or damaged, without contributory fault of the LESSEE or its agents, so as, in LESSEE's judgment, to hinder its effective use of the Equipment, LESSEE may elect to terminate this Agreement upon thirty (30) days written notice to LESSOR;

vi. By LESSOR if LESSEE has failed to comply with applicable ordinances, state or federal laws or regulations, or any conditions attached to government approvals granted thereunder, after written notice from LESSOR of the failure and failing to cure within thirty (30) days of the notice, and subject to the extended period approved in writing pursuant to Paragraph 25 (a) (i).

b. Rent payments and Effect of Termination.

i. LESSEE shall be entitled to reimbursement of prepaid rent covering the period subsequent to the default, notice or damage or destruction for the termination pursuant to Paragraphs 25 (a) (i) (if LESSOR is in default), and Paragraphs 25 (a)(iii), 25 (a) (v) and 28 (a) (vi).

ii. LESSOR shall be entitled to payment of the balance of rent for the then current lease year for termination pursuant to Paragraphs 25 (a) (iv) and 25 (a) (vii).

iii. For termination pursuant to Paragraph 25 (a) (ii), LESSEE shall not be entitled to reimbursement of any prepaid rent.

iv. LESSOR shall be entitled to assume title to, possession and control of, and responsibility for operations and maintenance of the monopole pursuant to a quit claim bill of sale in a form attached as Exhibit E in the event that LESSEE terminates this Agreement under Paragraphs 25 (a) (iv) or 25 (c). LESSOR must exercise this right no later than ten (10) days after the effective date of the termination.

c. Annual Termination. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement provided that three (3) months prior written notice is given to the LESSOR pursuant to Paragraph 22; LESSEE shall be entitled to reimbursement of any prepaid rent.

26. ENVIRONMENTAL.

a. LESSEE will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or

policies of any governmental authority regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to its activity conducted in or on the Leased Premises.

b. LESSEE agrees to hold harmless and indemnify LESSOR from, and to assume all duties, responsibilities, and liabilities at its cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice claim, order, summons, citation directive, litigation, investigation, or proceeding which is related to LESSEE's failure to comply with any environmental or industrial hygiene law related to LESSEE's activity conducted in or on the Leased Premises, including without limitation any regulations, guidelines, standards, or policies of any governmental authority regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect and except to the extent such claims or damages may be due to or caused by the acts or omissions of LESSOR.

c. The indemnifications of this Paragraph specifically include reasonable costs, expenses, and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal, or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

27. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession, if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Leased Premises for more than forty five (45) days. LESSEE may on its own behalf make a claim directly to the condemning authority in any condemnation proceeding involving the Property for losses related to the Equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement, and LESSEE shall be entitled to reimbursement of any prepaid rent.

28. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

29. APPLICABLE LAWS. LESSEE shall use the Leased Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE with respect to its use of the Leased Premises.

30. GENERAL TERMS AND CONDITIONS.

a. Survival. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

b. Captions. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

c. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representatives of the Parties.

d. Records—Availability and Retention. If applicable, LESSEE agrees to comply with Minn. Stat. § 16C.05, subd. 5.

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

f. Interest by Public Officials. No elected official, officer, or employee of the City of Willmar shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Signatures on following page

*Remainder of page intentionally left blank*

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year written below.

**LESSOR:**

CITY OF WILLMAR

By: \_\_\_\_\_  
Name: Marv Calvin  
Its: Mayor

Attest:

By: \_\_\_\_\_  
Name: Charlene Stevens  
Its: City Administrator

**LESSEE:**

Midwest Wireless Communications L.L.C.  
d/b/a Verizon Wireless  
By: Alltel Communications, LLC, its Sole Member

By: \_\_\_\_\_  
Lynn Ramsey  
Its: Area Vice President Network

Date: \_\_\_\_\_

*Remainder of page intentionally left blank*

**(Survey of Lessor's Property)**

**Exhibit A**

**Page 1 of 2**



## Exhibit B

### Legal Description of Leased Premises

#### LAND SPACE DESCRIPTION:

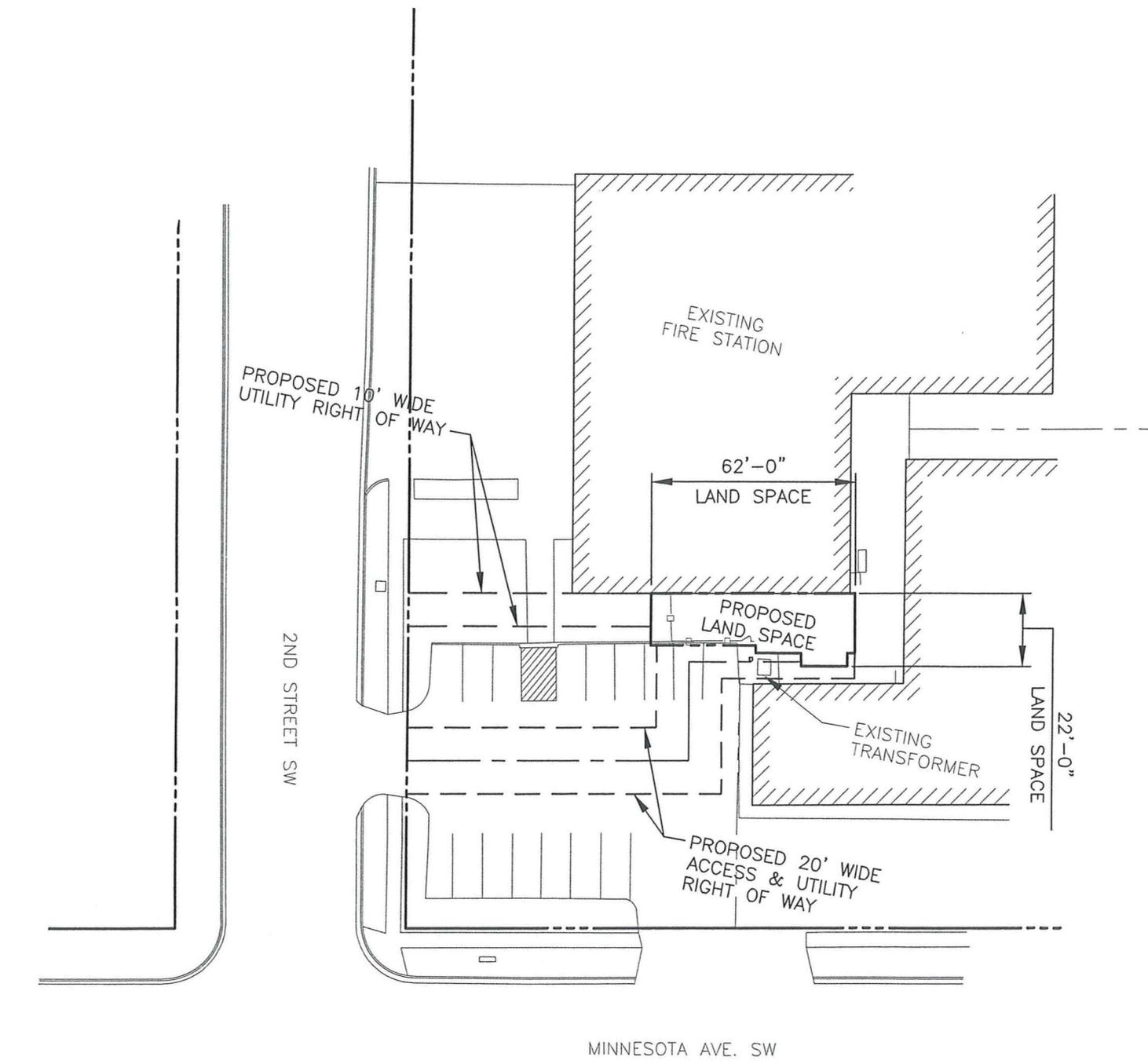
That part of Lots 9 and 10, Block 66, FIRST ADDITION TO TOWN OF WILLMAR, according to the recorded plat thereof, Kandiyohi County, Minnesota, described as follows:

Commencing at the southwest corner of Lot 8 said Block 66; thence North 10 degrees 01 minutes 30 seconds West along the easterly right of way line of 2<sup>nd</sup> Street Southwest, a distance of 85.44 feet; thence North 79 degrees 58 minutes 30 seconds East, a distance of 73.74 feet to the Point of Beginning of the land space to be described; thence North 79 degrees 52 minutes 57 seconds East, a distance of 32.00 feet; thence South 10 degrees 07 minutes 03 seconds East, a distance of 2.33 feet; thence North 79 degrees 52 minutes 57 seconds East, a distance of 13.59 feet; thence South 10 degrees 07 minutes 03 seconds East, a distance of 4.00 feet; thence North 79 degrees 52 minutes 57 seconds East, a distance of 14.00 feet; thence North 10 degrees 07 minutes 03 seconds West, a distance of 4.00 feet; thence North 79 degrees 52 minutes 57 seconds East, a distance of 2.42 feet; thence North 10 degrees 07 minutes 03 seconds West, a distance of 18.00 feet; thence South 79 degrees 52 minutes 57 seconds West, a distance of 62.00 feet; thence South 10 degrees 07 minutes 03 seconds East, a distance of 15.67 feet to the Point of Beginning.

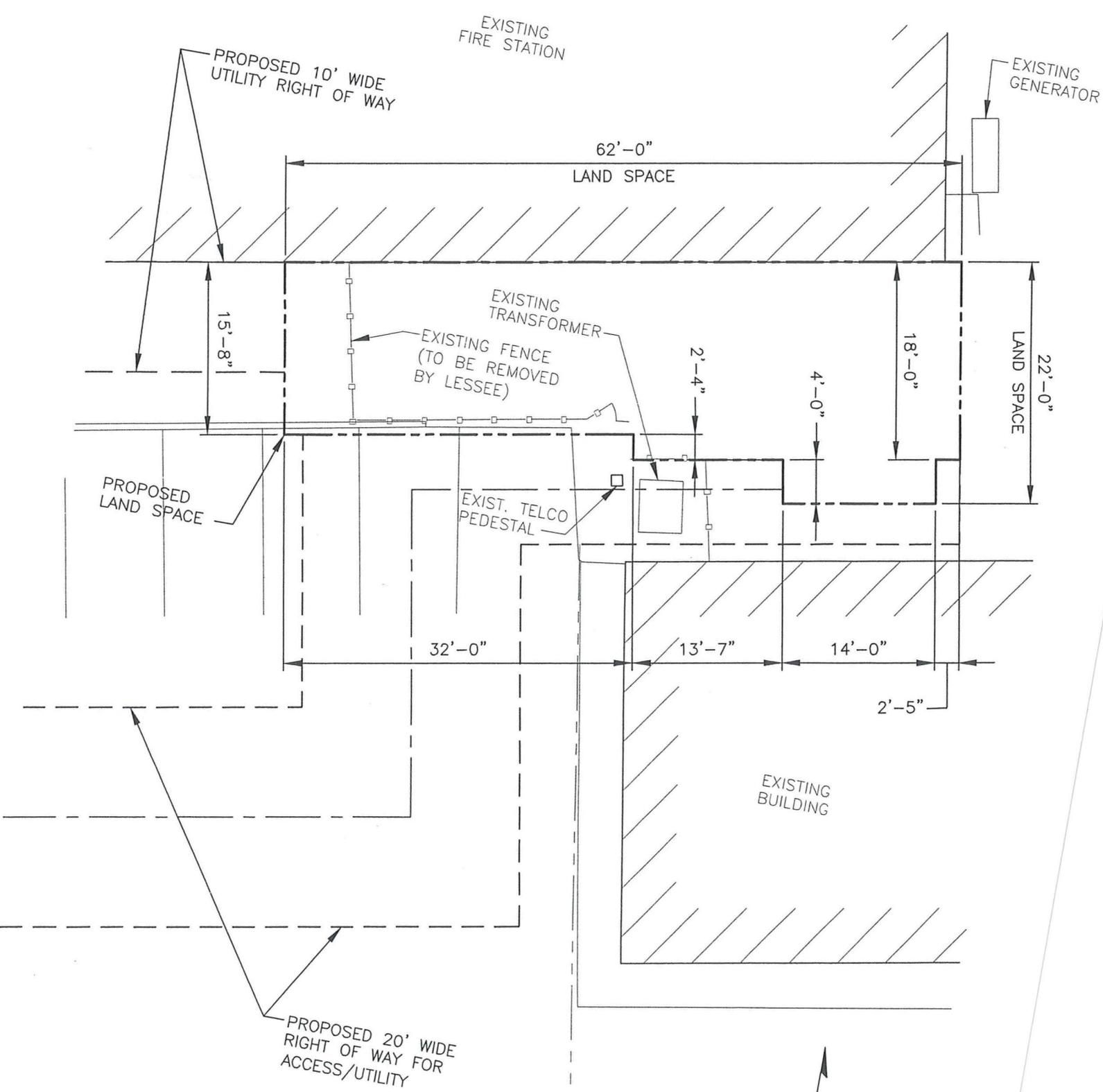
**Exhibit C**

**(Equipment and Design Specifications)**

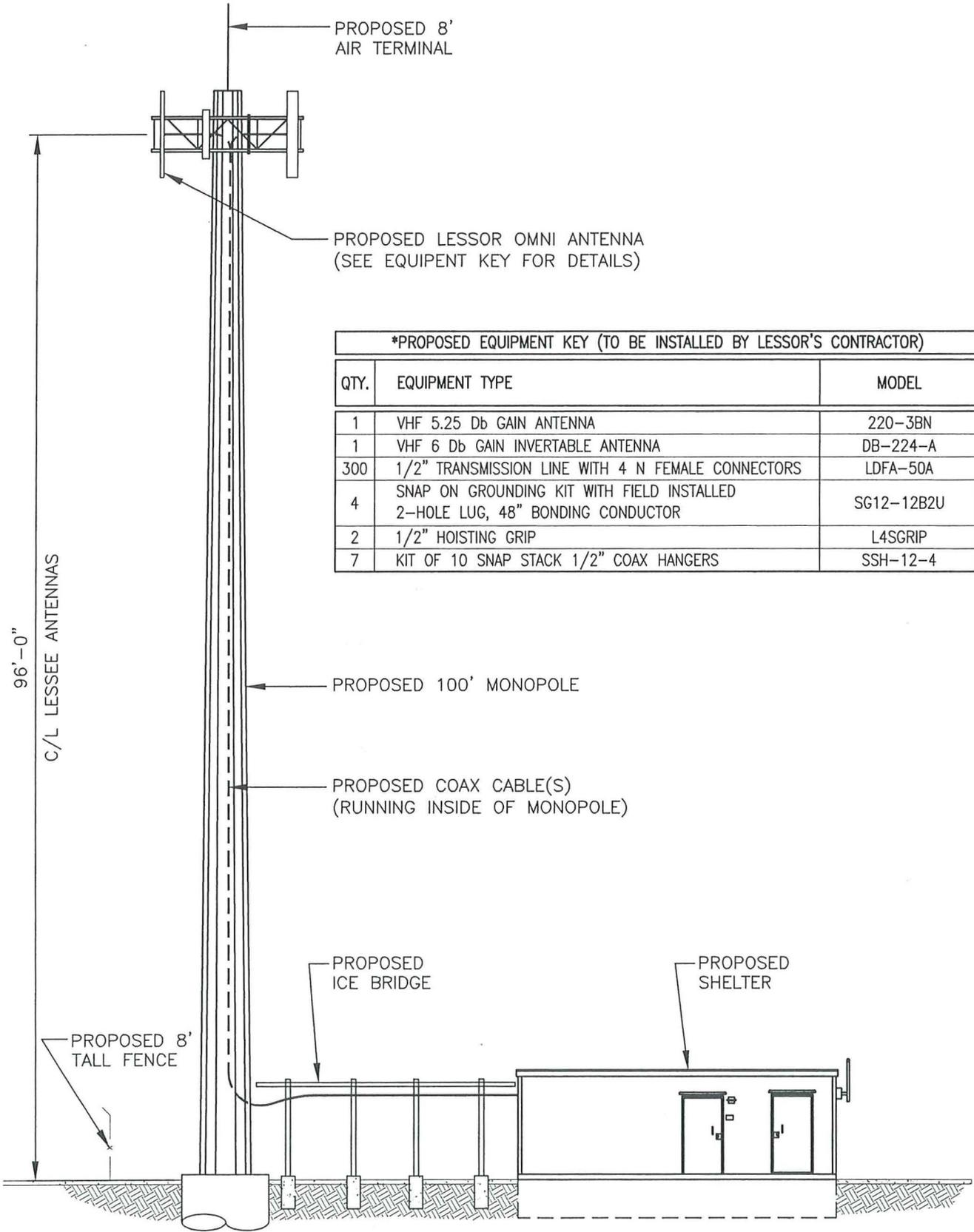
**Page 1 of 4**



MN07 LEON WILLMAR LEASE EXHIBIT



MN07 LEON WILLMAR LEASE EXHIBIT



## Exhibit D

### Legal Description of Access and Utility Right-of-Way

#### ACCESS & UTILITY RIGHT OF WAY DESCRIPTION:

A 20.00 wide right of way for ingress, egress and utility purposes over, under and across Lots 8 and 9, Block 66, FIRST ADDITION TO TOWN OF WILLMAR, according to the recorded plat thereof, Kandiyohi County, Minnesota, the centerline of said right of way is described as follows:

Commencing at the southwest corner of Lot 8 said Block 66; thence North 10 degrees 01 minutes 30 seconds West along the easterly right of way line of 2<sup>nd</sup> Street Southwest, a distance of 85.44 feet; thence North 79 degrees 58 minutes 30 seconds East, a distance of 73.74 feet; thence North 79 degrees 52 minutes 57 seconds East, a distance of 11.60 feet to the Point of Beginning of the centerline to be described; thence South 10 degrees 07 minutes 03 seconds East, a distance of 5.00 feet to a point hereinafter referred to as Point "A"; thence continue South 10 degrees 07 minutes 03 seconds East, a distance of 29.81 feet; thence South 79 degrees 52 minutes 57 seconds West, a distance of 85.49 feet to said easterly right of way line of 2<sup>nd</sup> Street Southwest and said centerline there terminating.

The sidelines of said right of way shall be shortened or lengthened to terminate at said easterly right of way line of 2<sup>nd</sup> Street Southwest.

#### TOGETHER WITH

A 10.00 foot wide right of way for ingress, egress and utility purposes over, under and across said Lots 8 and 9, the centerline of said right of way is described as follows:

Beginning at previously described Point "A"; thence North 79 degrees 52 minutes 57 seconds East, a distance of 50.65 feet and said centerline there terminating.

#### TOGETHER WITH

A 10.00 wide right of way for utility purposes over, under and across Lots 9 and 10, Block 66, FIRST ADDITION TO TOWN OF WILLMAR, according to the recorded plat thereof, Kandiyohi County, Minnesota, the centerline of said right of way is described as follows:

Commencing at the southwest corner of Lot 8 said Block 66; thence North 10 degrees 01 minutes 30 seconds West along the easterly right of way line of 2<sup>nd</sup> Street Southwest, a distance of 85.44 feet; thence North 79 degrees 58 minutes 30 seconds East, a distance of 73.74 feet; thence North 10 degrees 07 minutes 03 seconds West, a distance of 10.67 feet to the Point of Beginning of the centerline to be described; thence South 79 degrees 52 minutes 57 seconds West, a distance of 73.72 feet to said easterly right of way line of 2<sup>nd</sup> Street Southwest and said centerline there terminating.

The sidelines of said right of way shall be shortened or lengthened to terminate at said easterly right of way line of 2<sup>nd</sup> Street Southwest.

**Exhibit E**  
**Quit Claim Bill of Sale Form**  
**QUIT CLAIM BILL OF SALE**

FOR VALUABLE CONSIDERATION, \_\_\_\_\_ d/b/a Verizon Wireless, Seller, sells and conveys to \_\_\_\_\_, Buyer, the following personal property: Seller's tower (excluding its communications equipment, antennas, and coax)] ("Personal Property"), located at:

[Insert LEGAL DESCRIPTION or address of Property]

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PERSONAL PROPERTY OR ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BY ITS ACCEPTANCE OF THIS QUIT CLAIM BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS FULLY INSPECTED THE PERSONAL PROPERTY AND BUYER ACCEPTS THE SAME "WHERE IS" AND IN ITS PRESENT USED AND "AS IS" CONDITION.

This Quit Claim Bill of Sale merely conveys to Buyer all right, title and interest, if any, of Seller in such Personal Property.

By its acceptance of this Quit Claim Bill of Sale, Buyer hereby assumes the full risk of any injuries, damages or loss related to the Personal Property except to the extent such liability is caused by Seller's gross negligence or intentional or willful acts and except for third-party injuries, damages or losses occurring prior to the execution of this Quit Claim Bill of Sale. Buyer hereby indemnifies and agrees to hold Seller harmless and forever releases, relieves, discharges and covenants not to sue Seller for any and all, claims, liabilities, demands, costs and expenses (including attorneys' fees), actions, proceedings, causes of action of any kind, known or unknown, claimed or concealed, based on any theory whatsoever, including claims arising out of Seller's negligence and except to the extent any claim is caused by Seller's gross negligence or intentional or willful acts, which Buyer or any third party has, ever had, or ever claims to have ever had or may have against Seller, which are related to the Personal Property conveyed hereunder and except for third-party injuries, damages or losses occurring prior to the execution of this Quit Claim Bill of Sale.

This Quit Claim Bill of Sale contains the entire agreement and representations of the parties related to the sale of the Personal Property, may not be altered except by a written instrument signed by both parties, and shall be construed in accordance with the laws of \_\_\_\_\_.

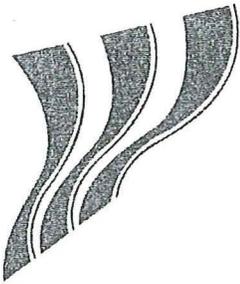
\_\_\_\_\_  
d/b/a Verizon Wireless

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Its: Area Vice President Network



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 5

Meeting Date: February 24, 2015

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: March 2, 2015

Approved  Denied  
 Amended  Tabled  
 Other

Originating Department: Civic Center

Agenda Item: Request to Purchase/Replace Rubber Flooring in the Civic Center

**Recommended Action:** Approve the purchase of the rubber flooring replacement in the Cardinal Arena and Blue Line Arena from All-American Arena Products.

**Background/Summary:** Quotes were solicited for the replacement and disposal of the rubber flooring in both arenas at the Civic Center. Two quotes were received; one from All-American Arena Products in the amount of \$54,540.00, and from Arena Warehouse in the amount of \$85,800.00. The quote from All-American Arena Products includes a credit for exchange of unused corrugated steel and screws at the Civic Center in the amount of \$20,850.00.

**Alternatives:** 1. Replace the rubber flooring at a later date.  
2. Do not replace the flooring.

**Financial Considerations:** The CIP includes \$25,000 of unused funds for replacing cedar shakes at the Civic Center, \$25,000 estimated in profits from the sale of the 1994 Zamboni and the remainder from unused HVAC funds.

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

Signature:

Comments:

All-American Arena Products

PO Box 355  
Alden, MN 56009

# Estimate

Date	Estimate #
1/21/2015	28

Name / Address
Willmar Civic Center Troy Ciernia 2707 Arena Drive Willmar, MN 56201

					Project
Description	Qty	U/M	Cost	Total	
Regupol Aktiv 4000 (3/8") - Cardinal Arena	7,600		1.90	14,440.00T	
Regupol adhesive (5 gallon)	19		140.00	2,660.00T	
Flooring installation	7,500		1.50	11,250.00T	
Flooring installation (demo & dispose)	7,500		1.50	11,250.00T	
Estimate ea	1		1,800.00	1,800.00T	
Regupol Aktiv 4000 (3/8") - Blue Line Arena	6,100		1.90	11,590.00T	
Regupol adhesive (5 gallon)	15		140.00	2,100.00T	
Flooring installation	6,000		1.50	9,000.00T	
Flooring installation (demo)	6,000		1.60	9,600.00T	
Estimate ea	1		1,700.00	1,700.00T	
All-American will provide the demo and disposal of existing rubber flooring as quoted in exchange for all the corrugated steel and screws valued at \$17,900.			-20,850.00	-20,850.00	
~~~~~ CHANGE ORDER ~~~~~ February 3, 2015 > Added 1 Demo credit. (-\$20,850.00) Total change to estimate -\$20,850.00 ~~~~~					
~~~~~ CHANGE ORDER ~~~~~ February 3, 2015 > Changed description of Demo credit. (+\$0.00) Total change to estimate +\$0.00 ~~~~~					
Out-of-state sale, exempt from sales tax			0.00%	0.00	
<b>Total</b>					\$54,540.00

Customer Signature \_\_\_\_\_

February 10, 2015

Willmar Civic Center

Willmar, MN

Dear Troy,

Based on your request, Arena Warehouse has put together the following pricing for your review.

**Cardinal Arena**

- Demo and dispose approximately 7600 sf
  - Supply and install 3/8" x 48" wide rolls
    - Recycled rubber, black with 10% color fleck
    - Color to be determined
- \$46,150

**Blue Line Arena**

- Demo and dispose approximately 6100 sf
  - Supply and install 3/8" x 48" wide rolls
    - Recycled rubber, black with 10% color fleck
    - Color to be determined
- \$39,650

\*\*Applicable taxes and permit fees additional

Best regards,

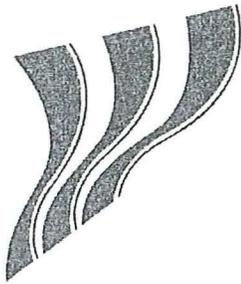
Jeff Horstman



ARENA WAREHOUSE

1661 Donway Ct. NE

Alexandria, MN 56308



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 6

Meeting Date: February 24, 2015

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: **March 2, 2015**

- Approved       Denied  
 Amended       Tabled  
 Other

Originating Department: Public Works

Agenda Item: Sign Retroreflectivity Policy Change

Recommended Action: To adopt the changes to the Sign Retroreflectivity Policy

**Background/Summary:** The purpose of the Sign Retroreflectivity Policy is to establish how the City will implement a method to meet the minimum sign retroreflectivity requirements in the Manual on Uniform Traffic Control Devices. The goal of this policy is to improve public safety on the City's streets and maximize the City's limited resources to replace signs and was adopted on June 16, 2014 by the City Council. The proposed changes include removal of a portion of the Sign Inventory section detailing the type, location, and maintenance of the signs and adding in a Blanket Replacement giving the City an interval of twelve years to replace existing signs.

**Alternatives:** Do not adopt the policy changes.

**Financial Considerations:** None at this time

**Preparer:** Sean E. Christensen, P.E.  
Public Works Director

**Signature:**

**Comments:**

# **City of Willmar, Minnesota Sign Retroreflectivity Policy**

## **Article I. Purpose and Goal.**

The purpose of this policy is to establish how the city will implement an assessment or management method, or combination of methods, to meet the minimum sign retroreflectivity requirements in the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).

Substantial conformance with the MN MUTCD is achieved by having a method in place to maintain minimum retroreflectivity levels. Conformance does not require or guarantee that every individual sign in the city will meet or exceed the minimum retroreflective levels at every point in time.

The goal of this policy is to improve public safety on the city's streets and roads and prioritize the city's limited resources to replace signs.

## **Article II. Applicable Signs.**

This policy applies to all regulatory, warning, and guide signs as set forth in the MN MUTCD.

[Pursuant to Section 2A.8 of the MN MUTCD the city excludes the following signs from the retroreflectivity maintenance guidelines:

- A. Parking, Standing, and Stopping signs (R7 and R8 series)
- B. Walking/Hitchhiking/Crossing signs (R9 series, R10-1 through R10-4b)
- C. Acknowledgment signs, including Memorial signs
- D. All signs with blue or brown backgrounds
- E. Bikeway signs that are intended for exclusive use by bicyclists or pedestrians]

## **Article III. Resource Materials**

The city has reviewed and relied on numerous resources in adopting this policy. These resource materials include, but are not limited to the following:

- *Methods for Maintaining Traffic Sign Retroreflectivity*, Publication No. FHWA-HRT-08-026, U.S. Department of Transportation, Federal Highway Administration (November 2007).
- *Sign Retroreflectivity Guidebook*, Publication No. FHWA-CFL/TD-09-005, U.S. Department of Transportation, Federal Highway Administration (September 2009).
- *Sign Retroreflectivity: A Minnesota Toolkit*, Minnesota Department of Transportation, Local Road Research Board (June 2010).

- *Traffic Sign Maintenance/Management Handbook*, Report No. 2010RIC10, Version 1.1, Minnesota Department of Transportation (October 2010).
- *LMCIT Sign Retroreflectivity Memo and Model Policy*, League of Minnesota Cities (Final Edition, March 2014).

#### Article IV. Sign Inventory

To meet the city's goal of maintaining sign retroreflectivity above certain levels, the city will maintain sign records of all new or replacement signs installed after the effective date of this policy. ~~The inventory shall indicate the type of sign, the location of the sign, the date of installation or replacement, the type of sheeting material used on the sign face, the expected life of the sign, and any maintenance performed on the sign.~~

~~As to existing signs, the city will perform an inventory of all signs covered by this policy. The city recognizes this process will occur over time subject to the city's monetary and human resources. The city expects to complete its sign inventory by January, 2015. The city shall record the above information related to new signs to the extent that such information is known and shall also include a statement on the general condition of the sign.~~

#### Article V. Removal of Signs

In recognition of the fact that excess road signs have been shown to reduce the effectiveness of signage, as well as impose an unnecessary financial burden on road authorities, it is the city's policy to remove signs determined to be unnecessary for safety purposes and which are not required to comply with an applicable state or federal statute or regulation. The removal of signs shall be based on an engineering study and the MN MUTCD.

#### Article VI. Approved Sign Evaluation Method.

After reviewing the various methods proposed for sign maintenance, the City adopts one or more of the following methods to meet the minimum sign retroreflectivity requirements in the MN MUTCD:

- Nighttime Visual Inspection.** The retroreflectivity of the City's signs is assessed by a trained sign inspector following a formal visual inspection procedure from a moving vehicle during nighttime conditions. Signs that are visually identified by the inspector to have retroreflectivity below the minimum levels will be replaced. The City will visually inspect its signs based on the following schedule:

The City will visually inspect all of the signs covered by this policy once each year.

- Expected Sign Life.** The installation date is labeled or recorded when a sign is installed, so that the age of any given sign is known. The age of the sign is compared to the expected sign life. The expected sign life is based on the experience of sign retroreflectivity degradation in the City. Signs older than the expected life will be replaced.

**Blanket Replacement.** All signs in the City of a given type are replaced at specified intervals. This eliminates the need to assess retroreflectivity or track the life of individual signs. The replacement interval is based on the expected sign life for the shortest-life material used in the City or a given sign type. The current replacement interval is twelve years.

### **Article VII. Sign Replacement.**

The City hereby establishes the following priority order in which road signs will be replaced:

- First priority shall be given to replacing all signs determined not to meet applicable retroreflectivity standards. Top priority shall also be given to replacing missing or damaged signs determined to be of a priority for safety purposes.
- Second priority shall be given to signs determined to be marginal in their retroreflectivity evaluation.
- Third priority shall be given to all remaining signs as they come to the end of their anticipated service life, become damaged, etc.

In addition, within each category above, further priority shall be given to warning and regulatory signs on roads with higher vehicle usage.

After the initial replacement of signs as provided for in this Article or the installation of new signs, the City shall, for the purpose of complying with the requirements of the MN MUTCD, maintain minimum retroreflectivity standards, as budgetary factors allow, by replacing signs as they reach the end of the latter of their (a) warranty period; (b) expected life expectancy for the sheeting material used on the sign; or (c) expected life as determined by an authorized engineering study.

Damaged, stolen, or missing signs may be replaced as needed.

### **Article VIII. Modification and Deviation from Policy.**

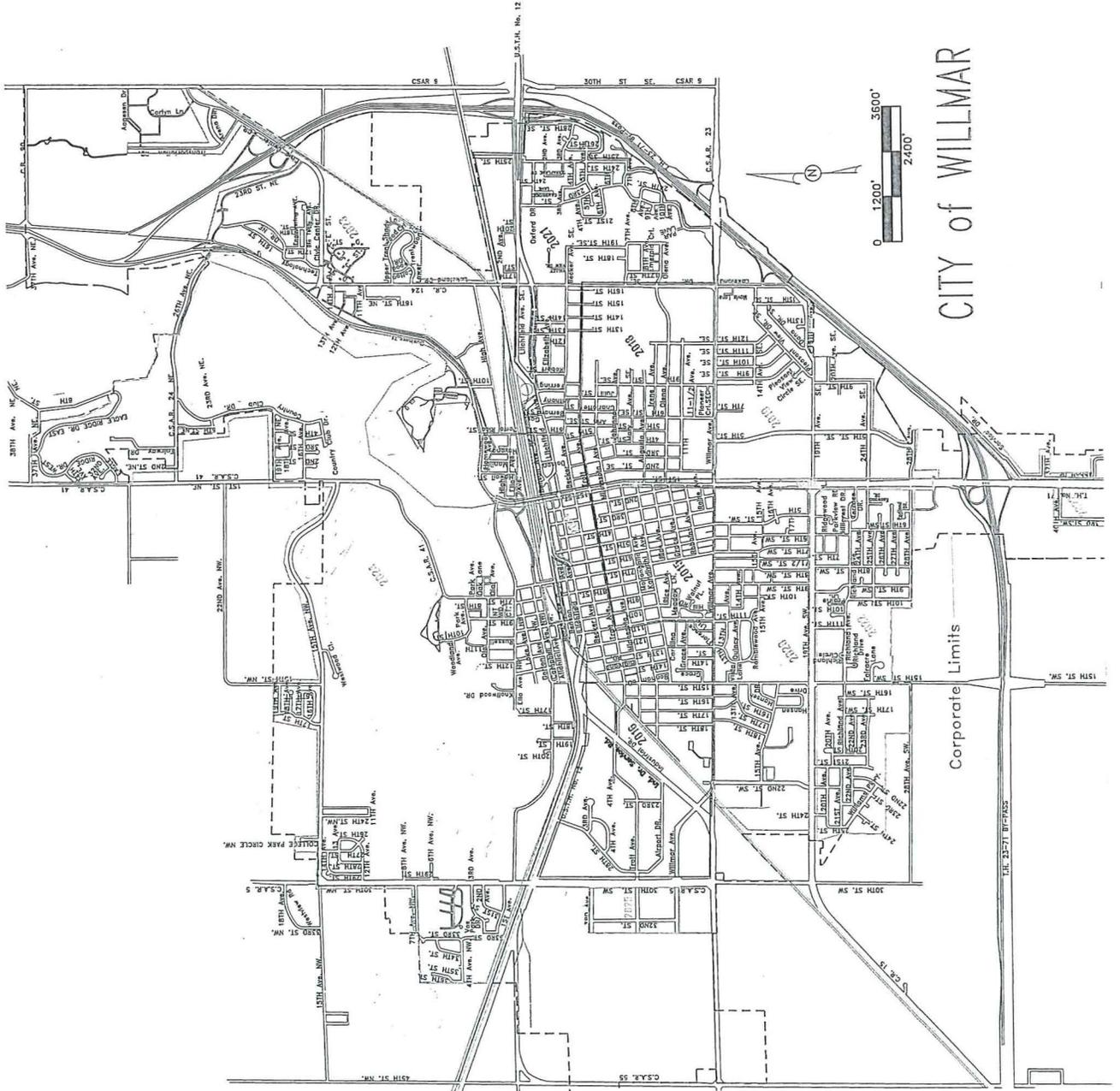
The City reserves the right to modify this Sign Retroreflectivity Policy at any time if deemed to be in the best interests of the City based on safety, social, political and economic considerations.

The Director of Public Works, or his or her designee, may authorize a deviation from the implementation of this policy in regard to a particular sign when deemed to be in the best interests of the City based on safety, social, political and economic considerations. Such deviation shall be documented including the reason for the deviation and other information supporting the deviation.

Adopted by the City Council of the City of \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 2014.

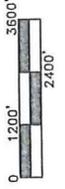
\_\_\_\_\_  
City Clerk

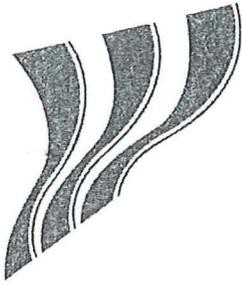
\_\_\_\_\_  
Mayor



CITY OF WILLMAR

Corporate Limits





CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 7

Meeting Date: February 24, 2015

Attachments:  Yes No

CITY COUNCIL ACTION

Date: March 2, 2015

- Approved     Denied  
 Amended     Tabled  
 Other

Originating Department: Public Works

Agenda Item: Request to Purchase/Replace Four Kubota Mowers

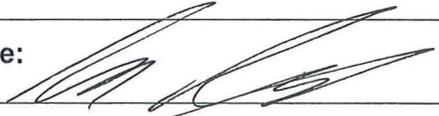
Recommended Action: Approve the purchase/replacement of four Kubota mowers

**Background/Summary:** Staff is requesting replacement of four 2011 Kubota mowers in accordance with the 2015 Capital Outlay Program. The new Kubota mowers are to be purchased from Haug Kubota Implement through the National Joint Powers Alliance in the total amount of \$72,695.00. Two units are Model F3900 mowers with cabs for \$51,113.00, one unit is a ZD331LP-72 mower for \$10,480.00, and one unit is a B3350HSD mower/compact tractor for \$11,082.00. Haug Kubota has given us a very positive trade value allowance and is reflected in the prices. The current mower units are used frequently throughout the summer and winter months and are showing signs of mechanical issues and metal fatigue.

**Alternatives:** Keep the current mowers.

**Financial Considerations:** The 2015 Capital Outlay Program has included \$127,628.00 for the purchase and replacement of the mowers.

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

Signature: 

**Comments:** Vehicle/Equipment Replacement Policy objective is to reduce annual maintenance and replacement costs of all City equipment. These objectives will be met through the systematic maintenance, upgrade, and/or replacement of equipment.



**WILLMAR**



**PUBLIC WORKS**

**DIRECTOR/CITY ENGINEER**  
City Office Building  
Box 755 320-235-4202  
**STREET/PARK SUPERINTENDENT**  
801 W. Hwy. 40 320-235-3827  
**WASTEWATER TREATMENT**  
3000 75th St. SW 320-235-4760  
Willmar, Minnesota 56201  
Fax 320-235-4917  
[www.ci.willmar.mn.us](http://www.ci.willmar.mn.us)

## Memorandum

**TO:** Charlene Stevens, City Administrator  
**FROM:** Sean Christensen, Public Works Director  
**DATE:** February 17, 2015  
**RE:** Purchase of Mowers

Staff is in the process of proceeding with the purchase and replacement of four Kubota Mowers in accordance with the 2015 Capital Outlay Program.

I am requesting approval to replace four mower units; all four are 2011 Kubota Mowers, mower units # 115645, 115469, 115465, 113803. Please be advised that the 2015 Capital Outlay Program has included \$127,628.00 for the replacement of four (4) mowers. The Kubota Mowers would be purchase from Haug Kubota Implement through the National Joint Powers Alliance. Two are model F 3990 mowers with cabs for \$51,113.00, one is model ZD331LP-72 mower for \$10,480.00 and the last is model B3350HSD Mower/Compact Tractor for \$11,082, for a total of \$72,695.00, this price includes mower decks and attachments.

Please be advised that we received a very positive trade value allowance and that amount is reflected in the prices. Also be advised unit # 115465 is a front mount mower to be replaced with a Compact Mower/Tractor.

Please let me know if you concur with this submittal.

Approval \_\_\_\_\_

gm





Form E

# Contract Acceptance and

# Award

(To be completed only by NJPA)

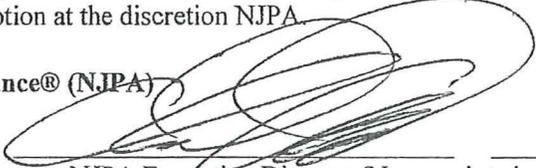
## NJPA 070313 GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Proposer's full legal name Kubota Tractor Corporation

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be September 11, 20 13 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:  Chad Coauette  
NJPA Executive Director (Name printed or typed)

Awarded this 20<sup>th</sup> day of August 20 13 NJPA Contract Number # 070313 - KBA

NJPA Authorized signature: Scott Vernon Scott Vernon  
NJPA Board Member (Name printed or typed)

Executed this 20<sup>th</sup> day of August 20 13 NJPA Contract Number # 070313 - KBA

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name: Kubota Tractor Corporation

Vendor Authorized signature: Greg Embury

Greg Embury  
(Name printed or typed)

Executed this 20<sup>th</sup> day of August 20 13 NJPA Contract Number # 070313 - KBA

**ANNUAL RENEWAL OF AGREEMENT**

Made by and Between

**Kubota Tractor Corporation (Vendor)**  
3401 Del Amo Blvd.  
Torrance, CA 90503

and

**National Joint Powers Alliance® (NJPA)**  
202 12<sup>th</sup> Street NE  
Staples, MN 56479  
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #070313-KBA" for the procurement of Grounds Maintenance with Related Equipment, Accessories and Supplies, and having a maturity date of August 20, 2017, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of September 11, 2014 to September 11, 2015.

National Joint Powers Alliance® (NJPA)

By: [Signature], Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date: 8/13/14

Kubota Tractor Corporation

By: [Signature], Its: National Accts Business Development Mgr

Name printed or typed: Mark White

Date: 8/12/14

If you do not desire to extend contract, please sign below and return this agreement.  
**Discontinue: We desire to discontinue the contract.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**FORM D Formal Offering of Proposal** (To be completed Only by Proposer)

**GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES,**

In compliance with the Request for proposal (RFP) for "GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Kubota Tractor Corporation      Date: 6/19/2013

Company Address: 3401 Del Amo Blvd.

City: Torrance              State: CA              Zip: 90503

Contact Person: Tim L. Bauer      Title: National Accounts Manager

Authorized Signature (ink Only) *Tim L. Bauer* *Tim L. Bauer* Tim L. Bauer  
*6/20/2013*



3585 HWY 12 E  
PO BOX 1156  
WILLMAR, MN 56201  
320-235-2717  
320-235-2771 FAX

DATE: FEB. 9th 2015

CUSTOMER: CITY OF WILLMAR

MAKE: Kubota

MODEL: F3990 Front Mount Mower

SPECIFICATIONS: 39 HP, 4 CYL. Kubota Diesel Engine, 2 Range Hydro Transmission, 4WD, Front Differential Lock, Tilt Steering Column, Power Steering, Deluxe Suspension Seat, 2 Point Hitch Lift, Hyd. Multi-Disc PTO, 16 Gal Fuel Tank, LCD Display Panel, 2 Post Foldable ROPS, Operator Presence Control, Parking Brake, Tires = 24 x 12-12 Fronts, 18 x9.5 Rear Turfs RCK72R-F36- 72" Rear Discharge Mower Deck, 3 Blade, Shaft Driven, Quick Mount Mechanism

ADDITIONAL OPTIONS: L2163 - New Kubota 60" Front Mount Rotary Sweeper, Hyd. Angle Kit, Front 1/2 PTO kit, Quick Hitch, Subframe, (2) Hyd. Valve and Hose Kits, Rear wt. Bracket, (4) 55lb. suitcase wts.

JDP Hard Sided Cab, with Heat, Front and Rear Wipers, 4-Way Flashers/Signals, Front and Rear Work Lts. Console Mounted directional Louvers, Defroster Fan, Internal Rear View Mirror

<u>LIST PRICE:</u> .....	\$41,735.00
<u>LESS NJPA DISCOUNT</u> .....	\$<6646.00>
<u>FRT AND SETUP</u> .....	\$2,300.00
<u>SALE PRICE:</u> .....	\$37,389.00

<u>TRADE-IN(S):</u> 2011 Kubota F3680 Front Mount with Cab, SN = 15469, 72" mower.....	\$<13,146.00>
---	---------------

<u>TRADE DIFFERENCE</u> .....	\$24,243.00
<u>SALES TAX:</u> .....	\$ NONE

TRADE DIFFERENCE WITH SALES TAX:.....\$24,243.00

PREPARED BY JON ZASKE



3585 HWY 12 E  
PO BOX 1156  
WILLMAR, MN 56201  
320-235-2717  
320-235-2771 FAX

DATE: FEB. 9th 2015

CUSTOMER: CITY OF WILLMAR

MAKE: Kubota

MODEL: F3990 Front Mount Mower

SPECIFICATIONS: 39 HP, 4 CYL. Kubota Diesel Engine, 2 Range Hydro Transmission, 4WD, Front Differential Lock, Tilt Steering Column, Power Steering, Deluxe Suspension Seat, 2 Point Hitch Lift, Hyd. Multi-Disc PTO, 16 Gal Fuel Tank, LCD Display Panel, 2 Post Foldable ROPS, Operator Presence Control, Parking Brake, Tires = 24 x 12-12 Fronts, 18 x9.5 Rear Turfs RCK72R-F36- 72" Rear Discharge Mower Deck, 3 Blade, Shaft Driven, Quick Mount Mechanism

ADDITIONAL OPTIONS: F5220B - New Kubota 51" Front Mount Snow Blower, Quick Hitch, Subframe, Hyd. Chute Rotator, (2) Hyd. Valve and Hose Kits, Rear Wt. Bracket, (4) 55 lb. Suitcase Wts.

L2163 - New Kubota 60" Front Mount Rotary Sweeper, Hyd. Angle Kit, Front 1/2 PTO kit, (utilize same quick hitch, subframe and Hyd. valve kits as above)

JDP Hard Sided Cab, with Heat, Front and Rear Wipers, 4-Way Flashers/Signals, Front and Rear Work Lts. Console Mounted directional Louvers, Defroster Fan, Internal Rear View Mirror

<u>LIST PRICE:</u> .....	\$46,757.00
<u>LESS NJPA DISCOUNT</u> .....	\$<7650.00>
<u>FRT AND SETUP</u> .....	\$2,450.00
<u>SALE PRICE:</u> .....	\$41,557.00

TRADE-IN(S): 2011 Kubota F3680 Front Mount with Cab,  
SN = 15645, 72" mower, 51" snow blower SN = 21105243.....\$<14,666.00>

<u>TRADE DIFFERENCE</u> .....	\$26,890.00
<u>SALES TAX:</u> .....	\$ NONE

TRADE DIFFERENCE WITH SALES TAX:.....\$26,890.00

PREPARED BY JON ZASKE

## VEHICLE/EQUIPMENT CHANGE REQUEST FORM

1970 HRS

**Department Head** - I am requesting the following to occur:

Check Applicable Box

Addition - (To the overall number of vehicles in our fleet):			
Deletion - (From the overall number of vehicles in our fleet and not to be replaced):			
Replacement - (To be replaced by another vehicle):		2015	
Replacement Adjustment - (Move a budgeted vehicle to a different year in the schedule)			
Re-assignment - (Transfer to another City Dept.):			
Fixed Asset Number:	3007.00031	Reminder to Attach Photo	
Vehicle Number:	115469	Replacement Cost:	\$31,907.00

*Kubota mower*

(Comments): *Mower unit is used during summer and winter activities. Engine is a concern for the future. Should be replaced.*

Initial *AL*

**Operator or Supervisor** (comments if applicable):

*Engine really struggles when the machine is first started, lots of misses. Winter cab has issues with fumes (sometimes) and heat inside cab has periodically been an issue. Blower has had been worked hard and I expect it will need more work as time goes on.*

Initial *J.D.*

**Mechanic** (comments if applicable):

*1448-hrs. Engine has slight miss on cold start-up. Deck has had frame repair. Expecting more repairs as unit ages.*

Initial *MDS 1/20/14*

APPROVED

DENIED

*R. Weller*  
Vehicle/Equipment Committee

02/19/14  
Date

APPROVED

DENIED

*Valerie Horn*  
City Administrator

4-10-14  
Date



KUBOTA MOWER # 115469

1450 HRS

**VEHICLE/EQUIPMENT CHANGE REQUEST FORM**

1570 HDS

**Department Head** - I am requesting the following to occur:

Check Applicable Box

Addition - (To the overall number of vehicles in our fleet):		
Deletion - (From the overall number of vehicles in our fleet and not to be replaced):		
Replacement - (To be replaced by another vehicle):		2015
Replacement Adjustment - (Move a budgeted vehicle to a different year in the schedule)		
Re-assignment - (Transfer to another City Dept.):		
Fixed Asset Number:	3007.00030	Reminder to Attach Photo
Vehicle Number:	115645	Replacement Cost: \$ 31,907.00

*Hydrotec snowblower*

(Comments): *This unit is showing signs of wear in the deck and frame areas. The unit is used in summer and winter activities. Should be replaced as per schedule.*

Initial *AK*

**Operator or Supervisor** (comments if applicable):

*Some issues with cold start. Lots of ~~sputter~~ sputtering. Push blade does a good job of moving snow. Machine gets a lot of use in both summer and winter. Should be replaced as scheduled.*

Initial

**Mechanic** (comments if applicable):

*12/2- hrs Tie rod end for steering keeps loosening in frame end. Rear axle assembly has been run loose from frame. Mounts have been repaired - damage to axle assembly not sure of.*

Initial *MDS* 1/10/14

APPROVED

DENIED

*E. Wypke*  
Vehicle/Equipment Committee

02-19-14  
Date

APPROVED

DENIED

*Chloe Stron*  
City Administrator

4-10-14  
Date



KUBOTA MOWER #115645

1212 HRS



3585 HWY 12 E  
PO BOX 1156  
WILLMAR, MN 56201  
320-235-2717  
320-235-2771 FAX

DATE: FEB 9th 2015

CUSTOMER: CITY OF WILLMAR

MAKE: KUBOTA

MODEL: ZD331LP-72 Zero Turn Mower

SPECIFICATIONS: 31 HP Kubota Diesel Zero Turn Mower, 3 Cyl. Kubota Diesel Engine, Twin Lever Hydrostatic Transmissions, 12.9 Gal. Fuel Tank, Hyd. Independent PTO, Wet Clutch, Shaft Driven Mower Deck, Deluxe Suspension Seat, Adj. Front Axle; Rigid/Oscillating, Hands Free Hyd. Deck Lift, Hands Free Parking Brake, Foldable ROPS, 72" PRO Commercial Deck, 7 Gauge, 6.5" Deep, 1-5" Cutting Heights, 1/4" Increments, Right Hand Discharge, 3 Blades,  
Tires = Rears - 26 x 12-12 Turf, Fronts = 15 x 6.0-6 Flat Free

ADDITIONAL OPTIONS: GCK72H-300Z , 11.4 Bu. Hopper Style Grass Catcher, With Blower and Mounting Kit, Wt. Kit,

LIST PRICE:.....\$21,085.00  
LESS NJPA DISCOUNT.....\$<4,217.00>  
Plus Frt. And Set Up.....\$550.00

SALE PRICE:.....\$17,418.00

TRADE-IN(S): 2011 Kubota ZD331LP-72,.. SN-33803.....\$<6,938.00>

TRADE DIFFERENCE.....\$10,480.00

SALES TAX:.....\$ NONE

\  
TRADE DIFFERENCE WITH SALES TAX:.....\$10,480.00

NOTES:

PREPARED BY JON ZASKE

**VEHICLE/EQUIPMENT CHANGE REQUEST FORM**

856 HKS

**Department Head** - I am requesting the following to occur:

Check Applicable Box

Addition - (To the overall number of vehicles in our fleet):		
Deletion - (From the overall number of vehicles in our fleet and not to be replaced):		
Replacement - (To be replaced by another vehicle):		2015
Replacement Adjustment - (Move a budgeted vehicle to a different year in the schedule)		
Re-assignment - (Transfer to another City Dept.):		
Fixed Asset Number:	3007.00028	Reminder to Attach Photo
Vehicle Number:	113803	Replacement Cost: <u>831,907.00</u>

*Kubota mower*

(Comments): *This mower is used on ballfields. Striping kit is in need of replacement. Replace as in schedule*

Initial *D.S.*

**Operator or Supervisor** (comments if applicable):

*As ~~the~~ <sup>w/heels</sup> wheels are wore out, showing signs of wear. Problems with striping kit. Lot of HKS*

Initial *KW 1-13-14*

**Mechanic** (comments if applicable):

*654-hrs mower unit has been good. Striping kit has been a problem and has had major changes done to it.*

Initial *MOS 1/14/14*

APPROVED       DENIED

APPROVED       DENIED

*D. Wyffels*  
 Vehicle/Equipment Committee      02-19-14  
 Date  
*[Signature]*      4-11-14  
 City Administrator      Date



Kubota Mower # 113803 654 HRS



3585 HWY 12 E  
PO BOX 1156  
WILLMAR, MN 56201  
320-235-2717  
320-235-2771 FAX

DATE: Feb 9th 2015

CUSTOMER:CITY OF WILLMAR

MAKE: KUBOTA  
MODEL: B3350HSD COMPACT MOWER/TRACTOR

SPECIFICATIONS: 33 HP, 4 Cyl. Kubota Diesel Engine, Open Center Hydraulics, 4WD, 3 Range Hydrostatic Transmission, Rear Diff. Lock, Cat I 3 pt. Hitch, 7 Gal. Fuel Tank, Live Independent Hydraulic 540 Rear PTO, Foldable ROPS with Retractable Seat Belt, Turn Signals/Hazard Lights, Tilt Steering Column, Power Steering, Adjustable Suspension Seat with Arm Rests, Telescoping Stabilizers, Cat I Quick Hitch, Front Wt. Bracket, (5) 55 lb. wts. Turf Tires - Front =24 x 8.5-14, Rear = 13.6 x 16 Turfs,

ADDITIONAL OPTIONS: New Kubota RC72-30B Mid Mount Mower, 72" Cutting Width, Shaft Driven, Right Hand Discharge, Parallel Linkage, Quick Mount Mechanism

Land Pride CA1572 Core Aerator, Cat. I 3 Pt. Mount, 72" Working Width, 1/2" Hardened Steel Spoons, 3-4 1/2" Spoon Penetration, 3 Support Stands, Greaseable Gang Assembly, 1/2" Plug Size

<u>LIST PRICE:</u> .....	\$27,658.00
<u>LESS NJPA DISCOUNT</u> .....	\$<5,080.00>
<u>PLUS FRT AND SETUP</u> .....	\$650.00
<u>SALE PRICE:</u> .....	\$23,228.00

TRADE-IN(S): 2011 Kubota F3680 Front Mount Mower SN - 15465,  
72" rear discharge mower deck,  
L2162 front mount Sweeper SN - 21100190.....\$<12,146.00>

<u>SALES TAX:</u> .....	\$NONE
<u>TRADE DIFFERENCE WITH SALES TAX:</u> .....	\$11,082.00

**VEHICLE/EQUIPMENT CHANGE REQUEST FORM**

1503 HRS

*RR* Department Head - I am requesting the following to occur:

Check Applicable Box

Addition - (To the overall number of vehicles in our fleet):			
Deletion - (From the overall number of vehicles in our fleet and not to be replaced):			
Replacement - (To be replaced by another vehicle):		2cr5	
Replacement Adjustment - (Move a budgeted vehicle to a different year in the schedule)			
Re-assignment - (Transfer to another City Dept.):			
Fixed Asset Number:	300700029	Reminder to Attach Photo	
Vehicle Number:	115465	Replacement Cost:	\$31,907.00

*Hexboter mower*

(Comments): *Mower has heavy use during summer mowing. Has shown signs of metal fatigue in deck area. Should be replaced as scheduled*

Initial *J.P.*

Operator or Supervisor (comments if applicable):

*This mower gets heavy use in the summer mowing months. The deck shows a lot of wear from constant use in the parks. Some denting on the engine hood. ~~Some denting on the engine hood.~~ Lots of road time driving to and from parks.*

Initial

Mechanic (comments if applicable):

*1114 - hrs. Lift arms are wearing. <sup>mower</sup> Deck is slightly twisted. Am expecting other issues to start showing up. Has been run with rear axle <sup>oil</sup> gauge/plug missing.*

Initial *MDS 1/20/14*

APPROVED

DENIED

*D. Weller*  
Vehicle/Equipment Committee

*02-19-14*  
Date

APPROVED

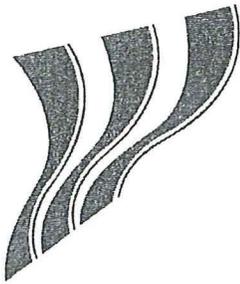
DENIED

*Calvin Horn*  
City Administrator

*4-10-14*  
Date



KUBOTA MOWER # 115465 1114 HRS



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 8

Meeting Date: February 24, 2015

Attachments: Yes  No

CITY COUNCIL ACTION

Date: March 2, 2015

Approved  Denied  
 Amended  Tabled  
 Other

Originating Department: Public Works

Agenda Item: Welcome to Willmar Sign Update

Recommended Action: Staff recommends replacing the sign to original design

Background/Summary: The original Welcome to Willmar sign was demolished in an accident in May of 2014, when a car ran off the side of Highway 71 and struck the sign. Quotes were solicited for the replacement of the sign, with one quote received from Quick Signs of Willmar. The quote details replacing the sign on the existing pad as it was originally constructed.

Alternatives: 1. Replace sign to match what was there originally  
2. Replace sign with a full digital sign

Financial Considerations: Nothing was budgeted for this item. Insurance will pay no more than the cost to replace the sign as it currently existed. We have submitted the quote to the insurance company and anticipate a check for that replacement.

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

Signature:

Comments: The logistics of converting to a full digital sign make it difficult to recommend. It is not completely obvious if there will be the required amount of power available to the site. The programming of the sign requires an employee physically at the sign location. The cost of the digital sign is almost three times the cost to replace what was there originally.



919 First Street S • Willmar, MN 56201  
 Phone 320-235-8055 • Phone 320-235-7411  
 PrintMastersofWillmar.com • QuickSignsofWillmar.com



## Estimate

NAME / ADDRESS
----------------

City of Willmar City Office Building Willmar, MN 56201
--

DATE	ESTIMATE NO.
1/12/2015	912

DESCRIPTION	QTY	TOTAL
Lighted 4' x 8' Single-sided Extruded Aluminum Cabinet Sign With Routed Face and Vinyl Graphics Includes sign, delivery and installation. Does not include electrical work, permit fees or sales tax if applicable.	1	3,969.00
Masonry Work - Block Monument Base On Existing Pad Includes 16" x 16" x 8" colored rock-faced blocks and 16" x 16" x 4" colored rock-faced caps to match existing monument bases.	1	2,600.00
<b>TOTAL COST OF MONUMENT BASE, SIGN AND INSTALLATION</b>	<b>1</b>	<b>6,569.00</b>

Phone #	Fax #	E-mail	Web Site
320-235-8055...	320-235-7149	print@printmastersofwillmar...	PrintMastersofWillmar.co...



919 First Street S • Willmar, MN 56201  
 Phone 320-235-8055 • Phone 320-235-7411  
 PrintMastersofWillmar.com • QuickSignsofWillmar.com



## Estimate

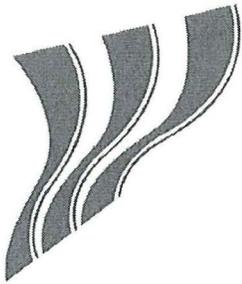
NAME / ADDRESS
----------------

City of Willmar City Office Building Willmar, MN 56201
--

DATE	ESTIMATE NO.
2/17/2015	917

DESCRIPTION	QTY	TOTAL
Daktronics 3550 Series Single-sided Full Color Digital Sign - 46" x 94" Includes sign, wireless communications (1500' range), temp sensor, software, installation and training. Does not include electrical work, permit fees or sales tax if applicable.	1	14,860.00
Masonry Work - Block Monument Base On Existing Pad Includes 16" x 16" x 8" colored rock-faced blocks and 16" x 16" x 4" colored rock-faced caps to match existing monument bases	1	2,600.00
TOTAL COST OF SIGN, MONUMENT BASE AND INSTALLATION AND TRAINING	1	17,460.00

Phone #	Fax #	E-mail	Web Site
320-235-8055...	320-235-7149	print@printmastersofwillmar...	PrintMastersofWillmar.co...



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

**Agenda Item Number:** 11

**Meeting Date:**

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:** March 2, 2015

- Approved
- Amended
- Other
- Denied
- Tabled

**Originating Department:** City Clerk-Treasurer

**Agenda Item:** Consideration of City Assessor Agreement

**Recommended Action:** Adopt Resolution Entering into Contract

**Background/Summary:**

Due to the difficulty in hiring a qualified Accredited Minnesota Assessor on a full-time basis, the recommendation is to contract with an individual on a part-time basis. This will allow the City to be in compliance with the State requirements. Mr. Behrenbrinker contracts for \$50 per hour, estimating at minimum time commitment of three office days per two week period plus all office hours' availability by phone or email. This SAMA Certified Assessor will review commercial / industrial parcels along with other tasks outlined in Exhibit A.

**Alternatives:**

**Financial Considerations:** \$1200.00 average two week period, no end date.

**Preparer:** City Clerk-Treasurer

**Signature:**

**Comments:**

## ASSESSMENT SERVICES CONTRACT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of March, 2015, by and between Steve Behrenbrinker, a Private Assessor, hereinafter referred to as "Assessor" and the City of Willmar, a Minnesota municipal corporation, hereinafter referred to as "City".

**WHEREAS**, the City, pursuant to the provisions of Minnesota Statutes, Chapter 273, provides for the local assessment of properties within the City; and

**WHEREAS**, Minnesota Statutes Secs. 270.41 to 270.53 provides authority for Assessors and Cities to enter into agreements allowing Assessors to perform assessment duties for the City; and

**WHEREAS**, each of the parties hereto desires to enter into such an agreement, and has through its' actions, been duly authorized to enter into this agreement for such purposes as are hereinafter stated.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties do covenant and agree, pursuant to the provisions of Minnesota Statutes Secs. 270. 41 to 270.50, Chapter 273 and all other applicable statutes, rules and regulations, each of themselves and their respective successors and assigns as follows:

### 1. AUTHORIZATION, EFFECTIVE DATE

Each party hereby certifies that authority to enter into this agreement has been established a duly passed resolution of its Board, pursuant to Minnesota Statutes 270.41 to 270.50. This agreement shall become effective upon the signature of duly authorized parties and shall continue in full force until terminated pursuant to Article 8 herein.

### 2. ASSESSOR'S SERVICES

The purpose of this agreement is to provide for the assessment of property for the purpose of valuing or classifying property for property tax purposes within the City by the Assessor pursuant to Minnesota Statutes 27041 to 270.50. In accomplishing such assessment functions, the parties agree as follow:

- A. City hereby appoints Assessor to administer all assessment responsibilities of the City during the term of this Agreement.
- B. Assessor agrees to provide all assessment functions required of the City under the provisions of Minnesota Statutes, as more particularly described in Exhibit A attached hereto.

### 3. FEES/PAYMENT

The City will compensate Assessor at an hourly rate of \$50.00 per hour of time spent by Assessor in performing services under this Agreement.

4. INSURANCE

Assessor agrees to maintain comprehensive automobile liability insurance for all vehicular accidents in a minimum amount of \$1,000,000 combined single limit each accident, such coverage to include all owned, hired and non-owned vehicles.

5. INDEMNIFICATION

A. Assessor shall indemnify, protect, save, hold harmless, defend and insure the City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by Assessor or its agents, employees, contractors, subcontractors, or sub-consultants with respect to Assessor's performance of its obligations under this Agreement. The City, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence, gross negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

B. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City or Assessor. Assessor's services under this Agreement are being performed solely for the City's benefit, and no other entity shall have any claim against Assessor because of this Agreement or the performance or nonperformance of services provided hereunder.

6. INDEPENDENT CONTRACTOR STATUS

Assessor, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of City for any purpose. No statement contained in this Agreement shall be construed so as to find Assessor to be an employee of City, and Assessor shall not be entitled to any of the rights, privileges, or benefits of employees of City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

Assessor acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Assessor, and that it is Assessor's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

Assessor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

Assessor is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes and paying all other employment tax obligations on their behalf.

7. PROHIBITED ACTIVITY

Pursuant to Minn. Stat. Sec. 270.41, subdivision 5, Assessor shall not make appraisals or analyses, accept an appraisal assignment, or prepare an appraisal report as defined in Minn. Stat. Sec. 82B.021, subdivisions 2, 4, 6, and 7, on any property within the areas of the City assigned to Assessor as reflected on Exhibit A, attached hereto, except on City's behalf pursuant to a formal resolution adopted by the City Council for appraisal activities which are related to condemnations, right-of-way acquisitions, or special assessments, or as required to fulfill the duties and responsibilities enumerated in Minn. Stat. Sec. 273.061, subdivisions 7 and 8.

8. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon fourteen (14) days written notice. In the event of termination, the City shall be obligated to Assessor for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Article 3 of this Agreement.

9. RECORDS—AVAILABILITY AND RETENTION

Pursuant to Minn. Stat. § 16C.05, subd. 5, Assessor agrees that the City, the State Auditor, the Department of Revenue, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Assessor and involve transactions relating to this Agreement.

Assessor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

10. DATA PRACTICES

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

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and date first written above.

ASSESSOR

CITY OF WILLMAR

By \_\_\_\_\_  
Assessor

By \_\_\_\_\_  
City Administrator

By \_\_\_\_\_  
City Clerk-Treasurer

## **EXHIBIT A**

### **Scope of Services**

- Perform technical work to aid the City's Office of Assessing in determining and coordinating the valuation and classification of all real and personal property in the City of Willmar.
- Analyze sales, cost, and income and expense information for land, residential, commercial, and industrial and apartment properties in the City of Willmar.
- Review various manuals, state statutes and new legislation in order to comply with and meet all deadlines.
- Develop various spreadsheets that layout the various land and building values throughout the City of Willmar for every type of property; use various statistical reports to develop the individual breakdowns.
- Assist City Assessing staff in the use of spreadsheets and manuals developed for the annual re-valuation of real and personal property.
- Spot check various property values to verify that valuation schedules were correctly applied; review worksheets to see that appraisers' accomplished percentage changes.
- Answer questions regarding valuation/classification after notices are sent to all property owners notifying them of the Board of Appeal and Equalization meeting; explain new valuations to board members, answer questions, and explain new valuations to attending property owners; and answer questions and make a recommendation to the Board regarding appeals.
- Review all sales and determine when sales should be used in Department of Revenue sales study and if necessary, contact property owners for details on questionable sales; review with DOR representatives any sales that are questioned by DOR.
- Advise City Assessing staff on questionable homesteads, difficult land splits, new plat types, and difficult property classifications; and assist staff when they have problems dealing with difficult property owners.
- Personally inspects twenty percent of the all agricultural/commercial/industrial/apartment building properties on an annual basis, review blue permits for new construction of the above types of properties and calculate values for the above based on various schedules previously determined.
- Review and approve the annual report.

# **RESUME**

*Stephen C. Behrenbrinker  
1111 Water Avenue South  
Sauk Rapids, MN 56379  
320-253-1589 Home Office  
320-249-2028 Cell  
E-mail: scbpab@charter.net*

## **Work History**

- Contract Assessor, City of St. Cloud 2013-present
- Acting Kanabec County Assessor 2014
- St. Cloud City Assessor February 1985-2013
- Contract Assessor, City of Sartell City 1994-present
- Contract Assessor, City of Sauk Rapids via Benton County 2004-present
- Contract Assessor, Gilmanton Township 1990-present
- Former Contract Assessor, City of Foley 2004-2008
- Former Wright County Appraiser, Deputy County Assessor, County Assessor
- Former Contract Assessor, City of Howard Lake, Rockford Township

## **Minnesota Association of Assessing Officers (MAAO) Activities**

- Member since 1983
- MAAO Editorial Board Member
- MAAO Conference Site Selection Committee Chairperson, Member
- MAAO Tax Court Committee Member
- MAAO Rules & Resolution Committee Chairperson, Member
- MAAO Summer Seminars Site Coordinator
- MAAO Commercial-Industrial Committee Member
- MAAO Top Pen Award Recipient –1989, 1995
- MAAO President 2007-2008
- MAAO Research and Planning Committee Chairperson 2005-2006
- MAAO-Weeklong Course Committee (WCC) member as Course Coordinator
- MAAO Grading Committee Chairperson
- MAAO Professional Development Committee (PDC) Chairperson

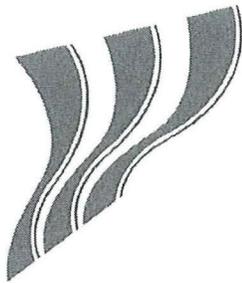
## **International Association of Assessing Officers (IAAO) Activities**

- Certified Assessment Evaluator (CAE) Professional Designation #677
- IAAO National Senior Instructor, instructed courses in Minnesota, Maine, Michigan, and Iowa
- IAAO State Representative
- IAAO Residential Demonstration Narrative Appraisal Report Grader
- IAAO Income Property Demonstration Report Grading Chairperson
- IAAO Conference Moderator
- Article published in IAAO publications

- Contributor to IAAO Educational materials and standards
- 2004 Recipient of IAAO Award "Professional Designee of the Year"
- IAAO Education Sub-Committee Committee Member
- IAAO Professional Designation Advisor for Minnesota
- IAAO State Education Coordinator

**Other**

- Senior Accredited Minnesota Assessor (SAMA) #1065
- Certified General Real Property Appraiser #4002456
- BA Degree from St. Cloud State University in Mass Communications and Management
- Developer, Instructor – MAAO Weeklong Courses: Appraisal Principles, Appraisal Procedures, Basic Income Approach to Valuation, Mass Appraisal Basics
- Developer, Instructor - Narrative Report Writing Seminar
- Developer, Instructor – Form Report Writing Seminar
- Developer, instructor – Preparing for the Minnesota Income Property Case Study Exam workshop
- Developer - Minnesota Residential Case Study Exam
- Developer – Minnesota Income Property Case Study Exam 2002, Update 2006
- Developer - Guide to Writing the Minnesota Residential Form Report
- Developer, Instructor – Demonstration Narrative Appraisal Report Writing
- Course Developer and Instructor for the North Dakota Assessors Association and the North Dakota State Tax Commissioner
- Minnesota Board of Assessors, Chairperson, Member
- Demonstration Narrative Appraisal Report Grading Committee Chairperson, Minnesota Board of Assessors
- Developer, Instructor – Basic Income Property Valuation; a week-long course for the Institute of Iowa Certified Assessors
- Developer, Co-instructor for St. Cloud Technical College, 75-hour Residential Valuation Course
- Instructor for University of Minnesota workshops and seminars
- Developer and instructor for appraisal workshop, Ridgewater College, Willmar
- Minnesota Best Practices, Technical Assistance Panel Member
- Volunteer St. Cloud Area Big Brothers-Big Sisters, Salem Lutheran Church, Habitat for Humanity, American Red Cross, CentraCare Home Delivered Meals Program, School Dist #47
- St. Cloud Area United Way, volunteer, Government Division & Committee Chairperson
- Salem Lutheran Church – Council Member 2011 –2014
- Minnesota State Legislature -Property Tax Working Group Member 2011-2012



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 12

Meeting Date:

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: March 2, 2015

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

Originating Department: Fire Department

**Agenda Item:** Acceptance of grant from the Department of Public Safety Division of Homeland Security and Emergency Management for hazardous materials technician training.

**Recommended Action:** Staff recommends accepting the grant from the Department of Public Safety Division of Homeland Security and Emergency Management in the amount of \$13,584.00 for the purposes of hazardous materials technician training.

**Background/Summary:** The Willmar Fire Department hosts the Hazardous Emergency Assistance Team (HEAT) responding to hazardous materials incidents within the City of Willmar, Willmar Township, and Dovre Township. This resource is also a county wide resource as it has members from other area fire departments and will respond within Kandiyohi County if requested. Due to resignations within the Willmar Fire Department and the other fire departments which have participating members the HEAT team currently only has 2 active members who are hazardous materials technician trained. This limits what the HEAT team can do on an emergency scene based on OSHA rules and regulations. Therefore the acceptance of this grant will allow the HEAT team to train an additional 15 members to the level of hazardous materials technician. With additional team members being trained as hazardous materials technicians the HEAT team will be able to mitigate an incident without having to wait for a State Chemical Assessment Team which is at least an hour away.

**Alternatives:**

1. Not accept the grant from the Department of Public Safety Division of Homeland Security and Emergency Management and have the fire department utilize their training budget to conduct the training.
2. Not accept the grant from the Department of Public Safety Division of Homeland Security and Emergency Management and not conduct the training.

**Financial Considerations:** The grant requires a 20% match from the agency applying for the grant; the match amount will of \$3,396.00 will be expended from the fire departments training budget.

Preparer: Gary Hendrickson

Signature:

Comments:



<b>Minnesota Department of Public Safety (“State”)</b> Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St Paul, Minnesota 55101-6223	<b>Grant Program:</b> 2014 Hazardous Materials Emergency Preparedness  <b>Grant Agreement No.:</b> A-HMEP-2014- WILLMARFD-00017
<b>Grantee:</b> City of Willmar 333 6 <sup>th</sup> Street Southwest Willmar, Minnesota 56201	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 02/24/2015 <b>Expiration Date:</b> 09/30/2015
<b>Grantee’s Authorized Representative:</b> Gary Hendrickson, Fire Chief City of Willmar 333 6 <sup>th</sup> Street Southwest Willmar, Minnesota 56201 Phone: 320-235-1354 Email: ghendrickson@willmarmn.gov	<b>Grant Agreement Amount:</b> Original Agreement \$13,584.00 Matching Requirement \$3,396.00
<b>State’s Authorized Representative:</b> Kevin Reed, Branch Director Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St Paul, Minnesota 55101 Phone: (651) 201-7408 Email: kevin.reed@state.mn.us	Federal Funding: CFDA 20.703 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:  
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2014 Hazardous Materials Emergency Preparedness Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State 445 Minnesota Street, Suite 223, St Paul, Minnesota 55101-6223. The Grantee shall also comply with all requirements referenced in the approved 2014 Hazardous Materials Emergency Preparedness Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



**Payment:** As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Agreement No: A-HMEP-2014-WILLMARFD-00017/PO#3-32463

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution: DPS/FAS  
Grantee  
State’s Authorized Representative

2014 Hazardous Materials Emergency Preparedness

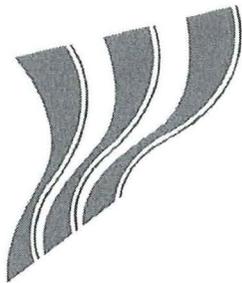
EXHIBIT A

Organization: Willmar Fire Department

A-HMEP-2014-WILLMARFD-00017

Budget Summary

Training: Haz-Mat Technician Training				
Budget Category	Award	Match		
Other Expenses				
Contract amount for Haz-Mat Technician Training	\$13,584.00	\$3,396.00		
<b>Total</b>	\$13,584.00	\$3,396.00		
<b>Total</b>	\$13,584.00	\$3,396.00		



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 13

Meeting Date:

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: March 2, 2015

- Approved       Denied
- Amended       Tabled
- Other

Originating Department: Administration

Agenda Item: Resolution in Support of Funding for City Streets

Recommended Action: Adopt the Resolution

Background/Summary:

The League of Minnesota Cities Board of Directors on February 19<sup>th</sup> adopted a resolution demonstrating support for new dedicated state funding for city streets. The resolution follows a directive by the Board in January to support "an omnibus transportation funding bill that provided additional dedicated state funding for city streets, including funding that can be used for non-MSA (municipal state aid) city street maintenance, construction and reconstruction.

In the past legislative sessions, cities have not received any funding or tools for streets and all cities in Minnesota are struggling to keep up with maintenance. The resolution is non-binding, but will demonstrate support for the League's efforts to work with the State on sustainable funding.

Alternatives: n/a.

Financial Considerations: n/a

Preparer: Charlene Stevens, City Administrator

Signature:

Comments:

**RESOLUTION # \_\_\_\_\_**  
**A RESOLUTION SUPPORTING DEDICATED STATE FUNDING FOR CITY STREETS**

**WHEREAS**, Minnesota contains over 141,000 miles of roadway, and over 19,000 miles—or 13 percent--are owned and maintained by Minnesota's 852 cities; and

**WHEREAS**, over 80 percent of municipal streets are ineligible for dedicated Highway User Tax Distribution Fund dollars; and

**WHEREAS**, the more than 700 Minnesota cities with populations below 5,000 are ineligible for dedicated Highway User Tax Distribution Fund dollars; and

**WHEREAS**, city streets are a separate but integral piece of the network of roads supporting movement of people and goods; and

**WHEREAS**, existing funding mechanisms, such as Municipal State Aid (MSA), property taxes and special assessments, have limited applications, leaving cities under-equipped to address growing needs; and

**WHEREAS**, city cost participation in state and county highway projects diverts resources from city-owned streets; and

**WHEREAS**, maintenance costs increase as road systems age, and no city--large or small—is spending enough on roadway capital improvements to maintain a 50-year lifecycle; and

**WHEREAS**, for every one dollar spent on maintenance, a road authority--and therefore taxpayers--save seven dollars in repairs; and

**WHEREAS**, cities need greater resources, including an additional dedicated state funding source for transportation, and flexible policies in order to meet growing demands for street improvements and maintenance.

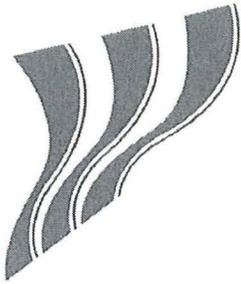
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WILLMAR** that the City of Willmar supports an omnibus transportation funding bill that provides additional dedicated state funding for city streets including funding that can be used for non-MSA city street maintenance, construction and reconstruction.

**ADOPTED** by the City of Willmar this 2nd day of March, 2015.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk-Treasurer



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

**Agenda Item Number:** 14

**Meeting Date:**

**Attachments:** Yes X No

**CITY COUNCIL ACTION**

**Date:** March 2, 2015

- Approved       Denied  
 Amended       Tabled  
 Other

**Originating Department:** Administration

**Agenda Item:** Update on Council Retreat

**Recommended Action:** Information Only

**Background/Summary:**

Based upon further feedback received, Mayor Calvin has suggested that the City Council not proceed with efforts to conduct a planning retreat or any such work session at this time.

**Alternatives:** n/a.

**Financial Considerations:** n/a

**Preparer:** Charlene Stevens, City Administrator

**Signature:**

**Comments:**