

CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 3

Meeting Date: June 8, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date:

- Approved Denied
 Amended Tabled
 Other

Originating Department: WMU

Agenda Item:

Recommended Action:

Recommend public hearing and rate approval to the City Council.

Background/Summary:

Rate is required under Minnesota Statute. See attached workpapers.

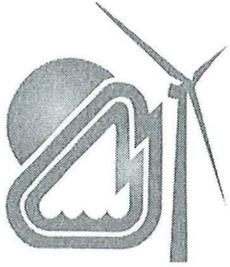
Alternatives:

Financial Considerations:

Preparer: Tim Hunstad

Signature: *Tim Hunstad*

Comments:



WILLMAR MUNICIPAL UTILITIES

Date: May 26, 2015
Subject: Distributed Generation Rate
To: Willmar Municipal Utilities Commission
From: Jeron Smith, Staff Electrical Engineer

MN Statute § 216B.164, provided below, requires municipal electric utilities to use a uniform statewide contract for all interconnections with qualifying facilities less than 40kw.

Subd. 6. Rules and uniform contract.

(a) The commission shall promulgate rules to implement the provisions of this section. The commission shall also establish a uniform statewide form of contract for use between utilities and a net metered or qualifying facility having less than 1,000-kilowatt capacity if interconnected to a public utility or less than 40-kilowatt capacity if interconnected to a cooperative electric association or municipal utility.

(b) The commission shall require the qualifying facility to provide the utility with reasonable access to the premises and equipment of the qualifying facility if the particular configuration of the qualifying facility precludes disconnection or testing of the qualifying facility from the utility side of the interconnection with the utility remaining responsible for its personnel.

(c) The uniform statewide form of contract shall be applied to all new and existing interconnections established between a utility and a net metered or qualifying facility having less than 40-kilowatt capacity, except that existing contracts may remain in force until terminated by mutual agreement between both parties.

The uniform contract is provided in MN Rule 7835.9910, which can be found on pages 76-78 of WMU's Distributed Generation Interconnection Policy. The portion of the contract pertinent to rates is given below. Note that WMU currently does not offer a time-of-day rate. Therefore option c. is not applicable. In addition, option b. is not applicable to most residential solar interconnections; the physical wiring connections do not allow the qualifying facility to deliver the entire generation to the utility per MN Rule 7835.3400. Option a. utilizes a net energy billing rate defined by MN Rule 7835.3300.



2. The Utility will buy electricity from the QF under the current rate schedule filed with the Commission. The QF has elected the rate schedule category hereinafter indicated (select one):

- a. Net energy billing rate under part 7835.3300.
- b. Simultaneous purchase and sale billing rate under part 7835.3400.
- c. Time-of-day purchase rates under part 7835.3500.

MN Rule 7835.3300, provided below, defines the concept of net metering and requires WMU to compensate the qualifying facility at the 'average retail utility energy rate'.

NET ENERGY BILLING RATE.

Subpart 1. Applicability. The net energy billing rate is available only to qualifying facilities with capacity of less than 40 kilowatts which choose not to offer electric power for sale on either a time-of-day basis or a simultaneous purchase and sale basis.

Subp. 2. Method of billing. The utility must bill the qualifying facility for the excess of energy supplied by the utility above energy supplied by the qualifying facility during each billing period according to the utility's applicable retail rate schedule.

Subp. 3. Additional calculations for billing. When the energy generated by the qualifying facility exceeds that supplied by the utility during a billing period, the utility must compensate the qualifying facility for the excess energy at the average retail utility energy rate.

The average retail utility energy rate is defined by MN Rule 7835.0100 Subp. 2a

Average retail utility energy rate. "Average retail utility energy rate" means, for any class of utility customer, the quotient of the total annual class revenue from sales of electricity minus the annual revenue resulting from fixed charges, divided by the annual class kilowatt-hour sales. Data from the most recent 12-month period available before each filing required by parts 7835.0300 to 7835.1200 must be used in the computation.

The definition is more easily understood in equation form, as shown below. Using WMU electric rates for 2015, the average retail utility energy rate is \$0.1003

$$\text{Average Retail Utility Energy Rate} = \frac{\text{Total Class Revenues} - \text{Fixed Charges}}{\text{Total Class kWh Sales}}$$

Consequently, it is recommended that WMU add a residential net energy service rate, as shown on page 3, to the existing published electric rates.



RESIDENTIAL NET ENERGY SERVICE RATE

CODE 7

Available to any small qualifying facility (SQF) of less than 40 kW capacity that offsets energy delivered by the Electric Department. Payment per kWh for Energy Delivered to the Electric Department in Excess of Energy Used: \$0.1003 per kWh

Energy used by the customer in excess of energy delivered by the SQF at the same site during the same billing period shall be billed in accordance with the appropriate retail electric rate. For demand metered customers, the entire kW demand supplied by the Electric Department at the same site during the same billing period shall be billed to the customer according to the appropriate demand charge rate. Interconnection charges will be assessed by the Electric Department on an individual basis for all costs associated with addition to or modification of Electric Department facilities to accommodate the SQF. The net interconnection charge is the responsibility of the SQF.

It is also recommended that WMU update the Operations Policy to include a section about distributed generation rates as given below.

3.16 DISTRIBUTED GENERATION RATES:

WMU will calculate the customer's bill for the billing period using a Net Metering calculation and with the following conditions:

1. The customer will be billed for service in accordance with the rate structure and monthly charges that the customer would be assigned if the customer had not interconnected a Qualifying Facility (QF).
2. If electricity supplied by WMU exceeds electricity generated by the customer during a billing period, the customer shall be billed for the net energy supplied by WMU in accordance with the appropriate rate schedule.
3. If the kWh generated by the customer's QF exceeds the kWh supplied by the grid during the billing period, WMU shall credit the customer's account by the dollar value of the excess kWh generated. This dollar value will be determined by multiplying the excess kWh generated for the month by WMU's current Net Energy Billing Service rate.
 - a. An outstanding credit balance on the account will be applied against the customer's total monthly charges from WMU in each subsequent month until the credit balance is completely offset. The phrase "total monthly charges from WMU" refers to all charges WMU may bill for. Currently that includes, among others, the following charges: electric energy sold by WMU, electric monthly customer charge, water use, water monthly customer charge, district heating use, district heating monthly customer charge, sales taxes, sewer charges, storm water charges, etc.
 - b. If the customer terminates utility services, an outstanding credit balance on the account, due to excess kWh generated, will be paid to the customer after final meter readings are processed through the billing system in the same manner an outstanding credit balance on the account due to other reasons, is handled.



4. *The rates for sales and purchases of electricity may change over the time of this policy. Also, at times the rates may need to be adjusted retroactively. Therefore, the customer and WMU agree that sales and purchases will be made under the rates in effect each month during the time this policy is in force.*

Operation & Safety

The QF system shall not affect the safety, reliability, or operation of WMU's distribution system or adversely affect the quality of service of any adjacent customers. The QF shall not supply power to WMU during any outages of the distribution system or be used to energize any portion of a de-energized utility circuit for any reason. Islanding is not permitted. WMU may require that the QF discontinue parallel operation due to safety, reliability, operational, and power quality issues. The customer is responsible for providing protection for the installed equipment and must adhere to all applicable national, state, and local codes.



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 JULY 1, 2015.

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

Section 1. ELECTRIC RATES

Residential Net Energy Service Rate

The rate is available to any small qualifying facility (SQF) of less than 40kw capacity that offsets energy delivered by the Electric Department:

<u>Energy Charge</u>		
All KWH	\$0.1003	\$0.1003

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 July 1, 2015.

This Ordinance introduced by Council Member: _____

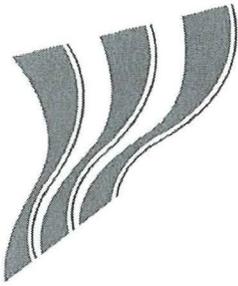
This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4
Meeting Date: June 8, 2015
Attachments: X Yes ___ No

CITY COUNCIL ACTION

Date: June 15, 2015

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: Finance

Agenda Item: 2015 Street Improvement Project Financing

Recommended Action: Call for a public hearing on an ordinance authorizing the issuance of \$1,400,000 General Obligation Improvement Bonds, Series 2015A

Background/Summary: In order to finance the street improvements already authorized by the City Council, \$1,400,000 of Bonds is needed to fund a portion of the \$2,138,231 in proposed improvements. The Bonds along with funds from the State MSA, remaining Local Option Sales Tax and MUC will fund the improvements as proposed.

Alternatives: None based on previous Council action.

Financial Considerations: \$1,400,000 of additional improvements and debt.

Preparer: Steve Okins, Finance Director

Signature:

Comments:



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 Saint Paul, MN 55101-2887

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 www.springsted.com

MEMORANDUM

TO: Finance Committee, City of Willmar
 Kevin Halliday, Interim City Administrator
 Steve Okins, Finance Director

FROM: Kathleen Aho

DATE: June 3, 2015

SUBJECT: 2015 Street Improvement Project Financings

This memorandum speaks to a request that the Finance Committee recommend that the City Council call for a public hearing on an ordinance authorizing the issuance of \$1,400,000 General Obligation Improvement Bonds, Series 2015A and to act to authorize the sale of bonds contingent on no referendum petition being received.

The proceeds of the Bonds will be used to finance some of the City's annual improvement projects, specifically certain street improvements and improvements requested relative to the Historic 313 Building. In addition to Bond proceeds, the City will use Municipal State-aid Street funds, Municipal Utility funds, and LOST funds to pay portions of the project costs. The table below outlines the sources that will provide funding for the improvements:

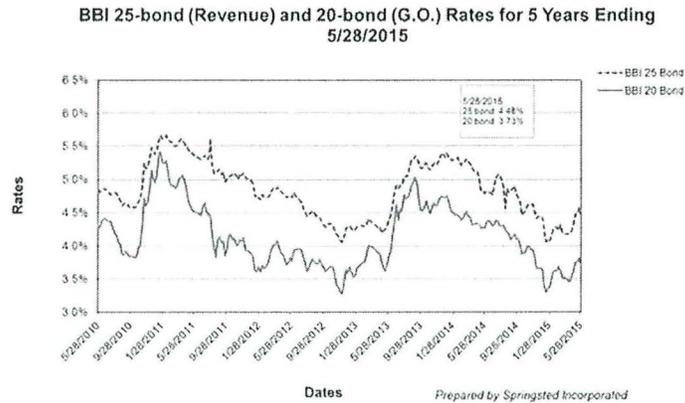
	2015 Street Program	Historic 313 (Brewery)	Issue Summary
Sources Of Funds			
Par Amount of Bonds.....	\$1,370,000	\$30,000	\$1,400,000
State MSA Funds.....	476,221	-	476,221
City Local Option Sales Tax.....	179,945	-	179,945
Municipal Utility Commission.....	82,065	-	82,065
Total Sources.....	\$2,108,231	\$30,000	\$2,138,231
Uses Of Funds			
Deposit to Project Construction Fund.....	\$2,089,262	\$30,000	\$2,119,262
Est. Costs of Issuance.....	18,969	-	18,969
Total Uses.....	\$2,108,231	\$30,000	\$2,138,231

The Bonds will be repaid from a combination of special assessments and general ad valorem tax levies or other available City funds. The City intends to use the Community Investment Fund or Public Works Reserve to offset the need for any future levies for debt service attributable to City share of project costs.

The Bonds' principal will be repaid over a term of ten years to coincide with the term of the repayment of special assessments. Principal payments on the Bonds are structured around the projected assessment income to achieve approximately equal annual debt service for the portion not paid by special assessments. \$380,356 of the street portion and \$30,000 (100%) of the Historic 313 Building costs will be assessed against benefitted properties. Schedules showing the sources and uses of funds and estimated debt service payments on the Bonds are attached. The debt service schedule includes the projection of special assessment collections and the resulting tax levy (or City funds) portion of the Bonds. The special assessment collections indicated have not assumed any delinquent payment or deferral of assessments.

Note that the schedules attached are estimates only, based on current publicly offered tax-exempt rates. The bank consortium will be contacted subsequent to authorization by the Finance Committee to discuss terms and rate for the financing.

Although interest rates are above some of the levels seen in the last five years, municipal market conditions continue to be attractive for issuers as illustrated by the chart to the right. It shows the Bond Buyer's Index ("BBI") for the past five years. The BBI measures the yield of high grade municipal bonds in the 20th year for general obligation bonds (the BBI 20 Bond Index) and the 30th year for revenue bonds (the BBI 25 Bond Index).



A schedule of events has been established that assumes the public hearing will be held on July 6, 2015. The City Council will consider a resolution at that time authorizing the City to move forward with the sale and award of the Bonds when all conditions for issuance under the Charter have been met. Key events are outlined below:

June 8, 2015	Finance Committee forwards request
June 15, 2015	Council calls for public hearing
July 6, 2015	Council conducts public hearing & gives contingent authorization to award bonds
July 30, 2015 (est)	Pricing for Bonds is established
August 2015	Proceeds are received

\$1,400,000
 City of Willmar, Minnesota
 General Obligation Improvement Bonds, Series 2015A
 Heritage Bank Purchase

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Assessment	Levy Required
02/01/2016	-	-	-	-	-	-	-
02/01/2017	117,000.00	1.950%	39,888.33	156,888.33	164,732.75	50,872.18	113,860.57
02/01/2018	132,000.00	1.950%	25,018.50	157,018.50	164,869.43	50,872.18	113,997.25
02/01/2019	134,000.00	1.950%	22,444.50	156,444.50	164,266.73	50,872.18	113,394.55
02/01/2020	137,000.00	1.950%	19,831.50	156,831.50	164,673.08	50,872.17	113,800.91
02/01/2021	140,000.00	1.950%	17,160.00	157,160.00	165,018.00	50,872.19	114,145.81
02/01/2022	142,000.00	1.950%	14,430.00	156,430.00	164,251.50	50,872.18	113,379.32
02/01/2023	145,000.00	1.950%	11,661.00	156,661.00	164,494.05	50,872.18	113,621.87
02/01/2024	148,000.00	1.950%	8,833.50	156,833.50	164,675.18	50,872.17	113,803.01
02/01/2025	151,000.00	1.950%	5,947.50	156,947.50	164,794.88	50,872.19	113,922.69
02/01/2026	154,000.00	1.950%	3,003.00	157,003.00	164,853.15	50,872.18	113,980.97
Total	\$1,400,000.00	-	\$168,217.83	\$1,568,217.83	\$1,646,628.72	\$508,721.80	\$1,137,906.92

Dated..... 8/15/2015
 Delivery Date..... 8/15/2015
 First Coupon Date..... 8/01/2016

Yield Statistics

Bond Year Dollars..... \$8,626.56
 Average Life..... 6.162 Years
 Average Coupon..... 1.9500000%
 Net Interest Cost (NIC)..... 1.9500000%
 True Interest Cost (TIC)..... 1.9485530%
 Bond Yield for Arbitrage Purposes..... 1.9485530%
 All Inclusive Cost (AIC)..... 2.1878227%

IRS Form 8038

Net Interest Cost..... 1.9500000%
 Weighted Average Maturity..... 6.162 Years

\$410,356

City of Willmar, Minnesota
 General Obligation Improvement Bonds, Series 2015A
 Assessments Bank Purchase

ASSESSMENT INCOME

Date	Principal	Coupon	Interest	Total P+I
12/31/2015	-	-	-	-
12/31/2016	31,241.20	3.950%	19,630.98	50,872.18
12/31/2017	35,897.14	3.950%	14,975.04	50,872.18
12/31/2018	37,315.08	3.950%	13,557.10	50,872.18
12/31/2019	38,789.03	3.950%	12,083.14	50,872.17
12/31/2020	40,321.19	3.950%	10,551.00	50,872.19
12/31/2021	41,913.88	3.950%	8,958.30	50,872.18
12/31/2022	43,569.48	3.950%	7,302.70	50,872.18
12/31/2023	45,290.47	3.950%	5,581.70	50,872.17
12/31/2024	47,079.45	3.950%	3,792.74	50,872.19
12/31/2025	48,939.08	3.950%	1,933.10	50,872.18
Total	\$410,356.00	-	\$98,365.80	\$508,721.80

SIGNIFICANT DATES

Filing Date..... 10/15/2015
 First Payment Date..... 12/31/2016

TERM SHEET

City of Willmar, Minnesota
 \$1,400,000 General Obligation Improvement Bonds, Series 2015A

Dated Date:	Day of closing (mid to late August).			
Method of Sale:	The City is placing the Bonds directly with a group of Willmar banks led by Heritage Bank.			
Purchase price:	Par plus accrued interest, if any.			
Interest Due:	Each February 1 and August 1, commencing August 1, 2016.			
Principal Due:	Each February 1 as follows (amounts shown are subject to change):			
	2017	\$117,000	2022	\$142,000
	2018	132,000	2023	145,000
	2018	134,000	2024	148,000
	2020	137,000	2025	151,000
	2021	140,000	2026	154,000
Denominations:	The Bonds will be issued in minimum denominations of \$100,000 plus any multiple of \$1,000.			
Interest Rate(s):	An interest rate of ____% will apply to the borrowing.			
Prepayment:	The City may elect on February 1, 202_, and on any day thereafter, to prepay Bonds due on or after February 1, 202_ at a price of par plus accrued interest.			
Purpose:	Proceeds of the Bonds, plus available City funds, will be used to finance various improvement projects within the City.			
Security:	The Bonds will be general obligations of the City for which the City pledges its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge special assessments filed against benefited properties.			
Rating:	The Bonds will not be rated.			
Legal Opinion:	Kennedy & Graven, Chartered will serve as bond counsel on all matters relating to the Bonds. Kennedy & Graven will draft all legal documents.			
Tax exemption:	The Bonds will be issued as non-AMT, tax-exempt obligations. No opinion is expressed as to the specific tax consequences of ownership of the Bonds.			
Bank Qualification:	The City will designate the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (commonly referred to as "bank qualified").			
Registrar/Paying Agent:	The City Finance Director will act as registrar and paying agent for the Bonds, unless and until a successor is appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of			

	the Bonds in the manner set forth in the form of the Bonds and the City resolution.
CUSIP Numbers:	No CUSIP numbers will be applied for or appear on the Bonds.
Continuing Disclosure:	No primary or secondary disclosure documents will be provided; however, the City's annual financial statement is publicly available. The Bonds are expected to be exempt from SEC Rule 15c2-12. They will be issued in minimum denominations of \$1,000 and no transfer of ownership will be permitted.

CITY OF WILLMAR
GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2015A
May 21, 2015

May 1, 2015							June 1, 2015							July 1, 2015							
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	
					1	2		1	2	3	4	5	6		5	6	7	8	9	10	11
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		
31																					

August 1, 2015							September 1, 2015							October 1, 2015						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

Schedule of Events		
Date	Event	Responsible Party
April 1, 2015	Determine interest by local bank syndicate in size and term of the Bonds.	City Staff
June 3, 2015	Preliminary bond structure and terms provided to Finance Committee.	Springsted
June 8, 2015	Finance Committee forwards bond action request to City Council.	City Staff
June 8, 2015	Resolution setting public hearing provided to the City.	Kennedy & Graven
June 15, 2015	City Council calls for public hearing on the ordinance for the 2015 street improvements.	City Staff Kennedy & Graven
June 16, 2015	Submit Public hearing notice to the local paper.	City Staff
June 29, 2015	Last day publication for hearing notice on the ordinance can appear. (Notice must appear in official paper at least 7 days prior to the hearing.)	
June 29, 2015	Sale recommendations and resolution approving ordinance and authorizing the Bond sale provided to the City.	Springsted Kennedy & Graven
July 6, 2015	City Council conducts hearing on the ordinance. City Council considers parameters Resolution authorizing the Bond sale contingent on no petition being filed.	City Council
July 7 or 8, 2015	Submit ordinance to the local paper.	City Staff
July 14, 2015	Publication of Ordinance. (15 day petition period begins.)	City Staff
July 29, 2015	Final date for filing of certificate of intent (15 days from publication of ordinance.)	
July 30, 2015	Final pricing with banks. Award of Bonds by pricing committee.	Pricing Committee Springsted
August	Settlement of the Bonds; receipt of Bond proceeds.	City Staff Kennedy & Graven Springsted



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

Agenda Item Number: 5

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 | |

Originating Department: Community Education & Recreation

Agenda Item: Archery Park

Recommended Action: Increase the Public Works budget \$2,145.00 for expenses incurred to improve the Archery Range. These improvements include 8 new target butts, a storage shed to hold equipment and shooting line made of crushed granite.

Background/Summary: The City wrote and received a grant from the MN DNR to purchase equipment and make improvements at the Archery Park. Revenues to be realized are \$1,500.00 from the DNR and \$645.00 from the Little Crow Archers. The Little Crow Archers have been strong supporters of the improvements being made and due to these improvements they are hosting two shoots in June that will bring many archers to Willmar.

Alternatives:

Financial Considerations: \$2,145.00

Preparer: Steve Brisendine

Signature:

Comments:

STATE OF MINNESOTA
GRANT CONTRACT
Public Parks and Recreation Archery Range Rehabilitation Grant

This grant contract is between the State of Minnesota, acting through its Minnesota Department of Natural Resources, Division of Fish and Wildlife ("State") and City of Willmar, 333 SW 6th St. Box 755, Willmar, MN 56201. ("Grantee").

Recitals

1. Under Minnesota Statute 84.026, 84.027, Subd 16; the state is empowered to enter into this grant.
2. The State is in need of archery range facilities to improve public recreational archery opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** Upon execution, i.e., the date the State obtains all required signatures under Minnesota Statute Minn. Stat.§16B.98 Subd. 5. Per Minnesota Statute Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** June 30, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 9 Liability; 10 State Audits; 11 Federal Audits; 12 Government Data Practices and Intellectual Property; 14 Publicity and Endorsement; 15 Governing Law, Jurisdiction, and Venue; 17 Data Disclosure; 22 Monitoring; and 23 Use of Funds for Match or Reimbursement.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

2.1 Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97 subd. 4 (a) (1).

2.2 Perform the archery range rehabilitation actions based on **Exhibit "A" grant application**, which is attached and incorporated into this grant contract. Any changes to the actions, budget or work plan must have prior written approval by the State's Authorized Representative.

2.3 Rehabilitate a public recreational archery range as described in Exhibit "A" grant application at the Willmar Area Archery Park at Pleasantview Park, 1400 7th st. SE., Willmar, MN 56201.

2.4 Operate and maintain aforementioned archery range to provide for safe recreational archery shooting opportunities a minimum of 100 days per calendar year.

2.5 The Grantee assumes all liability for the archery range rehabilitation work and operation of the archery range and must provide a certificate of liability as proof of this liability insurance.

2.7 Include safety features that meet OSHA standards in any rehabilitation and construction plans.

2.8 Ensure oversight is provided during the rehabilitation process by a person qualified to do so.

2.9 Apply for and receive all necessary approvals and permits to complete the project and comply with federal, state and local laws, ordinances, rules, and regulations. This includes but is not limited to State Historical Preservation Office requirements, Natural Heritage Database Review, Water/Wetland permits, and a locally approved and required Conditional Use Permit (CUP).

2.10 Any vegetation or seed mix should be an appropriate match for the specific site conditions. Seed sources within the same ecoregion are preferred.

2.11 The Grantee will file a completion report including photographs, detailing the project and expenditures by July 30th 2015.

2.12 To provide a dollar for dollar match as pledged in the approved **Exhibit A, grant application** in non-state cash or in-kind materials and services for the costs incurred for the completion of the grant.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 *Consideration.* The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) *Compensation.* The Grantee will be reimbursed for expenditures upon completion of project and submission of invoice for allowable expenses outlined in the Grant RFP including but not limited to:

- 1) Construction or purchase of target butts, and target butt frames.
- 2) Purchase and installation of range related signage.
- 3) Purchase/construction of bow racks and ground quivers.

Any expenditure not listed above must be approved by the State prior to the expenditure being made.

(b) *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$ 0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) *Matching Requirements.* Grantee certifies that the following matching requirement for the grant will be met by the Grantee. The total project cost is estimated at \$3,390. Grantee agrees to match at least \$1,000 of this project cost. The Grantee agrees to match up to an additional \$890 from local (non-state) sources.

(d) *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$1,500.

4.2. Payment

(a) *Invoices.* The State will promptly pay the Grantee after the Grantee presents one itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoice is to be submitted upon completion of the grant work.

Partial payments are not allowed, payment will be made upon completion of the grant work. The request for payment must include copies of appropriate documentation such as cancelled checks, contractor's invoices, etc... to prove the work has been completed and paid for. The State's Authorized Representative shall determine the eligibility of the expenses and ensure expenses were made within the grant period. All expenditures must fall within the grant period in order to be eligible for reimbursement. Match documentation in non-state cash must be submitted in the form of dated invoices and cancelled checks showing the amount contributed by Grantee.

Final invoice for the project must be submitted by June 15th 2015 or upon completion of project, whichever comes first.

(b) *Direct Expenditures.* Grant funds may only be used for eligible direct expenditures as described in point 4.1 above. Indirect costs and institutional overhead costs are ineligible.

(c) *Federal funds.* No federal funds will be used.

(d) *Unexpended funds.* The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

(e) *Match Requirements Met.* All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable

federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Contracting and Bidding Requirements Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

7 Authorized Representative

The State's Authorized Representative is Jay Johnson, Hunter Recruitment and Retention Coordinator, Minnesota Department of Natural Resources, 500 Lafayette Rd., St. Paul, MN 55155, (651) 259-5191, jay.johnson@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Steve Brisendine, Willmar Community Education and Recreation Director, 1234 Kandiyohi Ave. SW., Willmar, MN 56201, (320) 231-8494, brisendines@willmar.k12.mn.us

8 Assignment, Amendments, Waiver, and Grant Contract Complete

- 8.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 8.2 **Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 8.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 8.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the

Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

9 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

10 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later

11 Federal Audits

All state and local governments, colleges and universities, and non-profit organizations that expend \$500,000 or more of Federal awards in a fiscal year must have a single audit according to OMB Circular A-133. This is \$500,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

12 Government Data Practices and Intellectual Property

12.1. *Government Data Practices.* The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 Intellectual Property

(a) *Intellectual Property Rights.* All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

(b) Obligations

1. *Notification:* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly

furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) Uses of the Works and Documents.

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contractual agreement between the parties.

(d) Possession of Documents.

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

13 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14 Publicity and Endorsement

14.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

14.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

15 Governing Law, Jurisdiction, and Venue

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

16 Termination

16.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon

30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

16.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

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

17 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18 Invasive Species Requirements

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species when working on or entering into land under the control of the State, or during State-funded work. All parties involved in the project shall prevent invasive species from entering into or spreading within a project site by cleaning equipment vehicles, gear, and/or clothing prior to arriving at the project site and after completion of the project.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by operator- furnished tools or equipment (brush/broom, compressed air or pressure washer) at the staging area. The operator shall dispose of material cleaned from equipment and clothing at a location determined by the DNR's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The operator shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (e.g., zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 Pollinator Habitat Enhancement Requirements

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

20 Subgrantees/Contractors/Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant agreement are made to another entity, the agreement with the subgrantee or contractor will contain all appropriate provisions of this grant agreement and approved work program. It is recommended that all Subgrantees/Contractors/Vendor Services carry the same insurance as the Grantee.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

21.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals

is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

22 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

23 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

- (a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: project name, grant contract number, the amount of grant funds to be used, location where grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
- (b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

24 Conflict of Interest

The Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

25 American Disabilities Act

The Grantee must comply with the accessibility guidelines. Structural and nonstructural facilities must meet the design standards in the Americans with Disabilities (ADA) guidelines.

25.1 Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG). 2002.
Accessibility guidelines and standards can be found at <http://www.access-board.gov>.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16C.05.

Signed: Karen Jankala

Date: 4-21-15

SWIFT Contract/PO Number: 91893 / 3-74092

3. State Agency

By: [Signature]
(with delegated authority)

Title: Director, Div of Fish & Wildlife

Date: 4/23/15

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: Steve Barendse By: _____

Title: CER Director Title: _____

Date: 4/22/15 Date: _____

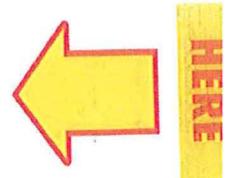


Exhibit A

Public Parks and Recreation Archery Range Rehabilitation Grant Application

Application Information:

Note: Make sure the application is complete. This is the only information that will be used when making funding decisions.

Deadline: Must be received by 5 PM Central Standard Time on March 27, 2015

Facility Name: Willmar Area Archery Park @ Pleasantview Park

Facility Address: 1400 7th Street SE

Locality City: Willmar State: MN Zip: 56201

Representative Name: Address: Steve Brisondine

City: 1234 Kandiyohi Ave SW Willmar State: MN Zip: 56201

Phone: (daytime) 320-231-8494 (evening) 320-894-9398

Email Address: brisondines@willmar.k12.mn.us

Project Information:

1. **Location and Site** -- GPS coordinates and/or Town, Range, Section, $\frac{1}{4}$ Section and include a street address if possible. Please describe the natural physical features and habitat present (include photos if desired). Be sure to indicate if there is access road, parking lot and if they are ADA compliant.

The Township is T19N the Range is 35W the Section is 23 and the $\frac{1}{4}$ is Northwest. The Kandiyohi County coordinate for the approximate center of the range is N 178270.00 and E 426710.00. City of Willmar address for this location is 1400 7th Street SE, Willmar MN 56201.

Pleasantview Park is adjacent to land that was previously the wastewater treatment plant and a landfill area. Thus we have acreage that is not currently being utilized that is right in the center of town. It is for the most part a very flat piece of land that rises gradually from the shooting line to the target area.

2. **Existing Facilities** -- describe the existing facilities including all paths, shelters, buildings, sports fields, restrooms, etc... (include photos if desired). Be sure to indicate what features/facilities at site are ADA compliant.

Currently Pleasantview Park has a playground set, two tennis courts and a small ballfield with green space and a picnic table shelter. As this park is underutilized we believe placing an archery park at this location will enhance the usage of the whole park. Based on the need as we move forward with this park enhancement we will gauge the need to provide bathroom facilities such as portable potties in the future as well as any other amenities that the community may desire.

3. **Project Contact** -- Who is the person of primary responsibility for this project? Provide contact name, address, phone number, e-mail address.

Steve Brisendine-Willmar Community Education & Recreation Director
1234 Kandiyohi Avenue SW
Willmar MN 56201
320-231-8494
brisendine@willmar.k12.mn.us

4. **Need** -- explain why the project is necessary.

The City of Willmar recently adopted the following ordinance;
ORDINANCE NO. 1352

AN ORDINANCE AMENDING CHAPTER 10, OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE III, DANGEROUS WEAPONS, SECTION 10.54, DISCHARGE OF FIREARMS AND ADOPTING NEW SECTION 10.55, SHOOTING A BOW AND ARROW WITHIN CITY LIMITS.

With the adoption of this ordinance we felt the City could assist archery enthusiasts with a place for practice to take place without creating a number of private home based archery ranges that might not be as safe as providing a public practice range for all to use. Once this ordinance was passed the city started taking applications for private backyard ranges of which they have processed and approved 4 applications. As you can tell by the numbers the community is not as interested in their own facility as much as they have voiced to our department the need for a public facility.

The community is served by an archer club, Little Crow Archers, who has a very active membership that is 88 family memberships strong. They have provided many programs in the community and most recently they hosted Minnesota State Archery Association tournament attended by 151 participants from around Minnesota. They have been very enthused about the prospect of creating a public range and we anticipate some great programming partnerships with this entity once we enhance this facility to provide the amenities necessary for programming to take place.

The need for this type of facility is further documented by information received from the Minnesota Department of Natural Resources. This information determined that we have sold 1,223 deer archery hunting licenses in the last year that records were available for Willmar and the surrounding area (15 mile radius). This information provides us with data that suggests if we build an archery park we have many avid hunters that will utilize this facility.

It is our desire to provide a safe outdoor public facility for all archers to practice this activity. Willmar is a community of just under 20,000 that serves as a regional center for about 45,000 people. Given there is not a public archery range within 30-50 miles of Willmar we believe the need is very strong for this type of facility in our community.

5. **Desired Outcome and Purpose** based on need. List specific objectives that will achieve the desired outcome.

Our greatest outcome/purpose is for Archers to have a safe accessible place to practice the sport of archery. We have placed this facility in the center of town to allow the greatest access possible. We know we have over 1,200 archery deer hunting licenses purchased in our area thus a strong need for this type of facility.

We also want to create some programs that will meet the needs of the public. Given this facility will be near a middle school that serves about 1,000 students, we hope that they might utilize this facility in their Physical Education curriculum with the potential to add the national archery in Schools Program (NASP). Given the history of our Community Education & Recreation regarding collaborative programming options we believe we will be able to create some very good programs for our community/area to access and enjoy. These opportunities in many cases will be family friendly thus we believe the creation of this facility will be an asset the community will enjoy for many years to come.

The location of this facility will allow the community to either walk, bike or drive to access this facility. Having an accessible facility is one of the most important aspects of public use areas.

6. Results or Benefits Expected - How many days per year will the range be open to the public? What days and which hours will it be open? *Will a fee be charged and what will that fee be?* Range must be open a minimum of 3 days per week or 100 days per year to be eligible for a grant.

This archery park/range will be open daily from dusk to dawn. It is designed in a way that we believe it will be very safe and will not require staffing to be open. Given the low cost to operate this facility and the assistance we will receive from the club we do not plan on charging a fee for open shooting but we do anticipate charging fees for programs that are offered at this facility. This facility will be open as long as the weather allows participants to access the facility. It will not be plowed during the winter months thus most of the usage will be from spring to when the depth of the snow makes it difficult to access.

We know that this park will be heavily utilized given the demographics of our area. We have a number of archery enthusiasts based on the number of Deer Hunting Archery licenses sold and the solid membership of the Little Crow Archers. Thus we know the usage will be very good for a specialty park.

Some of the benefits of developing this park will include enhancing the quality of parks thus the quality of life for our residents that have requested this type of facility. We trust this will increase participation in archery as a whole and as a lifelong activity we hope some great intergenerational opportunities may be created. Of course the safety of our participants will be the greatest benefit this facility will provide. The area being used has the space and sightlines to make sure this facility is a safe facility.

We also believe an added benefit will be the increase in programming not only on the small scale local introduction type activities that can be held through our Community Education and Recreation program. But also we think the Little Crow Archers and our local Convention and Visitors Bureau will create many events that will bring participants from near and far that will have a positive impact on the area's economy. With this past summer's state shoot sponsored by the Little Crow Archers we know they are very capable of sponsoring large events and that this location is ideal to accommodate not only large events but the individuals that just want to hone their shooting skills. With the potential partnerships that could be created around this facility we are excited to get started on the great programming options that will benefit our community.

Approach and Timeline - describe tasks and anticipated dates of completion including final project completion.

Bow racks are an essential part of any Archery Park and we plan to place 3 racks that will hold up to 12 bows each. These racks will be built by Little Crow Archery Club members over the winter and placed at the park in the spring of 2015.

Target stands are needed and it is our goal to provide 10 targets at this facility, with distances ranging from 10-30 yards from the shooting line. Stands will be built over the winter of 2015 by Little Crow Archery Club Members and placed at the park in the spring of 2015.

8. Useful life -- How long will the results serve the public good?

This park will be utilized by the community for decades to come. The City of Willmar is in the process of creating a park plan that will drive capital investments for our park system. It would be our intent as long as this park is utilized by the public the city will maintain it for future generations.

9. Project narrative and drawings - attach a description of the project and work to be done, attach drawings and blueprints for the work.

This facility has been designed according to National Field Archery Association guidelines, which will allow the capacity to host several local, state and national tournaments

With the City of Willmar creating their first known archery park we have many amenities to provide the public. The reason for this grant is to create resources to provide the amenities for this park

The first item requested for funding is bow racks. This equipment is important to the users so that the equipment utilized has a safe area to be placed when the participants are getting ready to shoot and while collecting arrows after shooting.

The second item requested for funding is Pacific Bow Super Butt Targets and Shed. Our plan is to purchase 8 of these to meet our current and future needs. This is a quality product that would last a long time.

10. Budget narrative and detail - please list source of funding. A dollar for dollar cost share (non-state) is required. Cost share must be in the form of cash or in-kind materials and services. *You must explain how you plan to establish a value for in-kind services and materials in the budget detail below.*

The budget we have created will allow us to collaborate with the Little Crow Archers on building the necessary amenities to make this park welcoming and enjoyable for all users. Most of the requested funds are for materials as City and Club staff plan to collaborate on building the amenities we feel are necessary to create a functional facility for the users.

Estimated Funding:

a. Applicant cash match (you)	\$ 1,000.00
b. Applicant in kind match (you)	\$ _____
c. State (amount you are requesting from DNR)	\$ 1,390.00 ^{1,500.00}
d. Local cash match (non applicant)	\$ 1,000.00 ^{870.00}
e. Local in kind match (non applicant)	\$ _____
Total project budget	\$ 3,390.00

for
 Little Crow
 3/27/2015

Budget detail - itemize how every penny will be spent (add more lines if necessary) include all details necessary about each expenditure including types of materials, brand of target butts, etc. This will save you time later and help grant scorers in their ranking.

Range Details:

1. a. Will the range be open to public shooting a minimum of 100 days per year?
(Note: public shooting means *anyone* may show up and shoot on the range(s) where this project work will take place. A reasonable fee may be charged.)
Yes No (If no, funding will be denied)
- b. Will the range be open more than the minimum stated above?
Yes No
- c. How many days of the year, which months, which days of the week, and what are the hours that you anticipate it will be open?
This range will be open to the public as long as the weather permits its usage and daily from dusk to dawn
2. Is the range on public land?
Yes No
3. a. Is range located within 15 miles of a city with a population greater than 50,000?
Yes No
- b. Is range located between 15 and 30 miles from a city with a population greater than 50,000?
Yes No
- c. Is range located within 30 miles of a city with a population between 10,000 and 49,999?
Yes No
4. Is this project an existing archery range?
Yes No
5. Is the range incorporated into the existing footprint of a park that includes ball fields, picnic shelters, restrooms and other typical park amenities?
Yes No

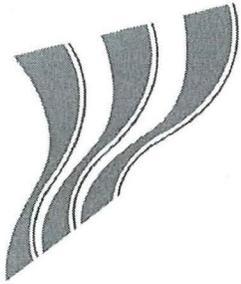
Steve Swartz
Representative w/ contract delegation signature

3/26/15
Date

Director
Title

Submit completed application and attachments to:

Minnesota Department of Natural Resources
Division of Fish and Wildlife
Jay Johnson, Hunter Recruitment and Retention Coordinator
500 Lafayette Road, Box 20
St. Paul, MN 55155-4020



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 6

Meeting Date: June 8, 2015

Attachments: X Yes ___ No

CITY COUNCIL ACTION

Date: June 15, 2015

- Approved Denied
 Amended Tabled
 Other

Originating Department: Finance

Agenda Item: LMCIT Insurance 2014 Annual Dividend

Recommended Action: Receive for information only.

Background/Summary: The City historically had an Assigned Self Insurance Fund Balance of \$1,000,000. \$250,000 was loaned to help finance the City Auditorium Project with the intent to use annual LMCIT Dividends for repayment. With the 2014 Dividend repayment of \$31,916, the balance of the amount loaned would be \$218,084 and increase the Assigned Self Insurance Fund Balance to \$781,916.

Alternatives: Change earlier City Council Action and redirect.

Financial Considerations: \$31,916 decrease of loaned amount..

Preparer: Steve Okins, Finance Director

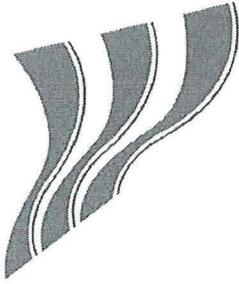
Signature:

Comments:

Steve Okins

From: Kevin Halliday
Sent: Tuesday, December 16, 2014 11:16 AM
To: Charlene Stevens; Steve Okins
Subject: LMCIT Annual Dividend

We received \$31,916.00 from LMCIT for the annual property/casualty dividend. I coded the check to refunds and reimbursements. I trust we would get that back to the Insurance Deductible Fund to work our way up to \$1,000,000 again.



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

Agenda Item Number: 7

Meeting Date: June 8, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: June 15, 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: Reports

Recommended Action: Receive and review the following reports:
A) 05/31/15 CVB Financial Report

Background/Summary: Periodically, Council reviews various financial reports.

Alternatives: N/A

Financial Considerations: Review Financial Status.

Preparer: Steve Okins, Finance Director

Signature:

Comments:



City of Willmar
CONVENTION & VISITORS BUREAU
Balance Sheet as of May 31, 2015
(As of 06/02/15)

Assets

Cash	\$ 9,389.77
Petty Cash	50.00
Investments	185,745.37
Taxes Receivable	-
Accounts Receivable	-
Prepaid Expenses	12,978.67
Interest Receivable	40.56

Total Assets \$ 208,204.37

Liabilities

Accounts Payable	\$ -
Due to General Fund	-
Due to Capital Improvements	-

Total Liabilities -

Fund Balance

Restricted Fund Balance - Prepaid Expenses	23,574.02
Committed Fund Balance - CVB	31,193.62
Assigned Fund Balance - Petty Cash/CVB	50.00
Assigned Fund Balance - CVB	153,386.73

Total Fund Balance 208,204.37

Total Liabilities & Fund Balance \$ 208,204.37





City of Willmar
CONVENTION & VISITORS BUREAU
COMPARATIVE INCOME STATEMENT
 For the Period Ended May 31, 2015
 (As of 06/02/15)

	<u>Budget</u>	<u>2015 Actual</u>	<u>2014 Actual</u>
<u>Revenues</u>			
Lodging Receipts	\$ 170,000.00	\$ 60,506.32	\$ 49,061.92
State Tourism Grant	7,000.00	4,056.98	845.54
Kandiyohi County	14,500.00	-	-
Kandiyohi Co. Tourism Phone Reim	1,000.00	-	-
Kandiyohi Co. Tourism Partnerhip	34,000.00	34,000.00	34,000.00
Advertising Sales	2,000.00	2,039.63 *	-
Miscellaneous	-	-	-
Interest Earnings	-	590.96 *	476.30
Market Value Increase (Decr)	-	3,535.90 *	4,890.29 *
Refunds & Reimbursements	-	2,502.13 *	552.18 *
Total Revenues	228,500.00	107,231.92	89,826.23
<u>Expenditures</u>			
Operating			
Full Time Exec Director Salary	88,000.00	26,774.00	24,900.72
Temporary Employee Salaries	-	-	-
Benefits and Taxes	18,000.00	6,988.84	5,282.75
Office Supplies/Copies	3,000.00	431.33	825.08
Small Tools	-	-	2,134.58 *
Postage	1,500.00	343.11	298.78
Mtce. of Equipment	1,000.00	-	161.34
General Supplies	2,200.00	292.94	250.00
Telephone/Fax	9,000.00	5,593.79	1,415.08
Printing & Publishing	2,000.00	644.75	1,374.15
Travel/Lodging/Dues	6,000.00	1,729.24	1,912.58
Mtce. of Equipment	-	-	566.25 *
Other Services	-	279.38 *	281.56 *
Rents	8,000.00	2,506.44	2,506.44
Insurances & Bonds	450.00	460.00 *	447.00 *
Awards & Indemnities	250.00	-	-
Subscription/Membership	2,600.00	295.70	1,278.33
Professional Services	2,200.00	60.00	1,911.00
Advertising/Marketing	-	-	-
Other Charges	-	-	-
Contingency Fund	500.00	-	12.50
City Transfer (5%)	8,500.00	-	-
Transfer Out Capital Improvements	-	-	-
Refunds and Reimbursements	-	-	-
Market Value Adjustment	-	5.54 *	3,471.62 *
Tourism Expenses	34,000.00	17,784.15	22,969.61
Ad Development & Revisions	300.00	40.00	-
Conference & Convention	22,000.00	4,234.82	8,894.17
Group Tour Promotions	1,500.00	1,500.00	-
Leisure Travel	25,000.00	15,499.39	12,332.88
Fall/Winter Promotions	6,500.00	1,411.96	1,810.62
Spring/Summer Promotions	-	-	-
Special Projects	5,000.00	-	1,000.00
Strategic Marketing	4,000.00	-	-
Total Expenditures	251,500.00	86,875.38	96,037.04
Net Income (Loss)	(23,000.00)	20,356.54	(6,210.81)
Fund Balance January 1	187,847.83	187,847.83	172,499.26
Prior Period Adjustment	-	-	-
Fund Balance May 31	<u>\$ 164,847.83</u>	<u>\$ 208,204.37</u>	<u>\$ 166,288.45</u>

* Indicates Over Budget

