



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

Agenda Item Number: 4

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: \$2,000.00 Donation/Grant Vision 2040 for Dog Park amenities.

Recommended Action: Accept a \$2,000.00 grant/donation from Vision 2040/United Way. This grant was solicited by KC Dog on behalf of the City of Willmar to be used on Dog Park Amenities.

Background/Summary: Amenities purchased with this grant were signage, waste pick up dispensers and benches to be placed in the park.

Alternatives:

Financial Considerations: \$2,000.00 to offset expenses of creating this park.

Preparer: Steve Brisendine

Signature: *Steve Brisendine*

Comments:

United Way of
West Central Minnesota

PO BOX 895
Willmar MN 56201
(320) 235-1050
www.liveunitedwcm.org

Executive Director
Renee Nolting

Board of Directors

Kim Anderson
Kristie Haefner
Pam Harrington
Sarah Klaassen
Brandon Kopacek
Joel McCann
Wayne Nelson
Kelly O'Farrell
Brian Paulson
Nicole Randick
Louise Revoyr
Kevin Smith
Javier Valenzuela
Marilee Vogel
Tom Zens

Mission

United Way of West Central Minnesota works to improve people's lives by mobilizing the caring power of its communities to create lasting change.

Vision

We will be the guiding force for human services. We will improve the quality of life in our West Central Minnesota communities through collaboration with non-profit agencies, government, businesses and individuals.

**GIVE. ADVOCATE. VOLUNTEER.
LIVE UNITED**



July 31, 2015

Willmar Community Ed & Recreation
Attn: Steve Brisendine
1234 Kandiyohi Ave SW
Willmar, MN 56201

Re: Kandiyohi County Dog Park—Goal 3

On behalf of Willmar Lakes Area Vision 20/40, we have enclosed funding in the amount of \$2,000 to be utilized for the Kandiyohi County Dog Park.

Regards,

Teresa Winzenburg
Finance Director
United Way of West Central MN
41-0844871



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

Agenda Item Number: 5

Meeting Date:

Attachments: Yes No

CITY COUNCIL ACTION

Date:

- Approved Denied
 Amended Tabled
 Other

Originating Department: Community Ed/Rec

Agenda Item: Selvig Park Renovation

Recommended Action: Approve collaborating with the Selvig Park Committee and Stacy's Nursery to renovate the landscaping at Selvig Park. \$17,210.80 will complete Phase 1 of the project, which includes demolition of the old timber landscaping and replacing it with block landscaping. This project would not be started until funding for the project is in place. Phase 2 would happen next spring and that would consist of replanting the area and putting in a new irrigation system. The estimate for this portion of the project is \$7,288.94 and would not begin until funding is in place.

Background/Summary: Mayor Yanish requested assistance from the downtown merchants to rejuvenate this park. The City has a trust fund in the neighborhood of \$8,000.00 designated for this park project and the downtown merchants are fundraising the balance needed for this project. Once funding is secured the work will begin.

Alternatives: Do not move forward with this project and the wooden timbers will continue to deteriorate.

Financial Considerations: \$17,210.80

Preparer: Steve Brisendine

Signature:

Comments:

STACY'S NURSERY

EST.



1978

2305 East Highway 12

Willmar, MN

235-6010

Salvig Park

Becker Ave

Willmar, Minnesota 56201

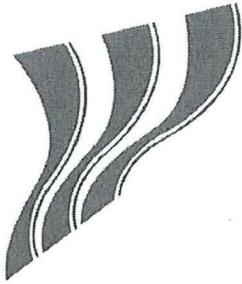
Hardscape Fall of 2015

0 Hrs	Demo Donated by Other	\$0.00
155 Sq. Ft.	New Walls on So Bed	\$5,468.40
150 Sq. Ft.	New Wall On NW Bed	\$5,292.00
85 Sq. Ft.	New Wall On North Side	\$2,998.80
35 Yds	Black Dirt	\$1,411.20
13 Yards	Mulch and Preen	\$1,440.40
1 Slab	Concrete By City Of Willmar Public Works	\$600.00
	Total Estimate	\$17,210.80

Plants Phase 2 Spring Of 2016

3 Each	Dw Trees	\$510.15
40 Each	Landscape Shrubs	\$2,365.32
50 Each	Perennials	\$1,094.28
12 Each	Landscape Evergreens	\$1,824.19
1 Lawn	Irrigate and Seed Grass Area	\$1,495.00
	Total Estimate	\$7,288.94

This Quote is For Removing The Old Timber walls and replacing with new block retaining walls. All walls would be at roughly 20" which is seating height. This quote also includes new plants for all of the planting beds. If some of the existing plants could be salvaged planting cost could be lower than anticipated.



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

Agenda Item Number: 6

Meeting Date: August 31, 2015

Attachments: ___ Yes ___ No

CITY COUNCIL ACTION

Date: September 8, 2015

- Approved Denied
- Amended Tabled
- Other

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of Willmar Rifle and Pistol Club Agreement

Recommended Action: Adopt a Resolution to enter into a Shooting Range Monitoring Services Agreement with Willmar Rifle and Pistol Club

Background/Summary:

After many back and forth amendments to the Shooting Range Monitoring Services Agreement with the Willmar Rifle and Pistol Club (WRPC), we now present an agreement that both parties feel is acceptable. City Attorney Robert Scott raised concerns with the decades old practice of allowing the WRPC the full use of the vault for storage of their guns. With League of Minnesota Cities Insurance Trust (LMCIT) review of that concern, clause II.5. was amended noting WRPC will be fully responsible for the contents and no City insurance will be placed under our LMCIT policies to cover theft, water damage, ect. LMCIT review of the arrangement does require clause I.7. "the City being named as an additional insured" under the WRPC insurance coverage.

Alternatives: Hire range monitors under the Community Ed & Recreation agreement

Financial Considerations: \$

Preparer: City Clerk-Treasurer

Signature:

Comments:

SHOOTING RANGE MONITORING SERVICES AGREEMENT
BETWEEN WILLMAR RIFLE AND PISTOL CLUB AND CITY OF WILLMAR

This Agreement is made this ____ day of _____, 2015, by and between the CITY OF WILLMAR, a Minnesota Municipal Corporation, 333 6th Street SW, Willmar, MN 56201, (“City”), and the WILLMAR RIFLE AND PISTOL CLUB (“WRPC”), _____, (collectively the “Parties”).

WHEREAS, the City of Willmar owns the Municipal Auditorium and operates an indoor shooting range (“Range”) therein;

WHEREAS, WRPC members ~~benefit from the City’s maintenance and operation of the Range and~~ desire to assist the City as necessary to allow the City to continue providing access to the Range to the public at affordable rates;

WHEREAS, the City requires the assistance of qualified Range monitors to assist with the operation of Range; and

WHEREAS, WRPC includes members who have been certified as Range Safety Officers by the National Rifle Association, and is willing to provide the Range Monitoring Services requested by the City pursuant to the following terms and conditions.

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

I. WRPC AGREES TO:

- 1) Provide trained Range Monitors who are certified NRA Range Safety Officers qualified to organize, conduct, and supervise safe shooting activities at the Range during those times the Range is open for public use, according to the schedule included in Appendix A. WRPC shall file a list of such certified personnel with the Willmar Community Education and Recreation (“CER”) Director and ensure that it is kept current at all times. “Public use” of the Range is herein defined as to include Open Shooting for the general public, ~~group rentals, safety and training programs and all other uses except law enforcement training requirements.~~ *WRPC agrees to cover the cost of training and certifying Range Safety Officers for 2015 & 2016 however any future expense to train, certify or recertify Range Safety Officers from 2017 forward shall be the city’s responsibility.*
- 2) Ensure that ~~one or two~~ *at least one* Range Monitor(s) are present at all times the Range is open for public use.
- 3) Administer the Range schedule established by the City so as to permit maximum participation by as many persons and groups as possible.

- 4) Ensure compliance with the Range Rules, attached hereto as Appendix B, as the same may be amended from time to time by the City, during all times the Range is open for public use.
- ~~5) Provide trained instructors, rifles, ammunition, targets and training supplies for DNR Firearms Safety Training Programs, Junior NRA Programs and DCM Marksmanship Programs.~~
- 6) 5) Collect fees not otherwise paid directly to the City or CER for rental of the Range during those times the Range is open for public use pursuant to the Fee Schedule included in Appendix A and transmit the entirety of such fees collected to the CER office with all such revenues being deposited into the Recreation Department Range Maintenance Fund.
- 7) 6) Prepare and file with the CER office an annual Range Report showing ~~all Range activities~~ attendance in public shooting events and revenues. This annual report shall be filed annually on or before ~~insert date~~ January 31st.
- 8) 7) Purchase and maintain commercial general liability insurance to protect itself from claims for damages because of bodily injury, death, and injury to or destruction of tangible property, including loss of use resulting therefrom. The base limits of this policy shall be at least \$1,000,000 combined single limit. WRPC shall provide the City with evidence of such insurance in the form of a certificate of insurance, no later than ten (10) days after execution of this Agreement. The city shall be an additional named insured and the certificate shall contain a provision that the insurance shall not be cancelled unless prior written notice thereof is given to the City not less than fifteen (15) days prior to the effective date of such cancellation.

II. CITY AGREES TO:

- 1) Permit the public use of the Range pursuant to the schedule included in Appendix A only when monitored by certified NRA Range Safety Officers furnished by the WRPC pursuant to Article I above.
- 2) Establish Range Rules which shall apply uniformly at all times the Range is open for public use (excluding qualification and training use of the Range by law enforcement agencies) and provide the same to WRPC, and ensure that it is kept current at all times. The current Range Rules are attached hereto as Appendix B.
- 3) Authorize the CER Department to accept requests for scheduling of Range activities and ~~to accept calls by persons wishing to enroll in the various training courses conducted at the Range and~~ to transmit this information to the

WRPC. School use of the Range shall be subject to special approval of the CER, shall be coordinated with WRPC programs, and certified Range Safety Officers shall be supplied as provided for in Section II (1).

- 4) Provide janitorial services such as floor cleaning, filters replacement, waste disposal, glass cleaning, light replacements, etc.
- 5) Permit the WRPC to use the Range Training area and sole use of the arms vault for storage of WRPC arms, ammunition, targets and training equipment and other supplies for use in training activities of firearms safety courses and marksmanship programs sponsored by the WRPC *at no charge*. The WRPC shall be responsible for the contents of rifles, pistols, targets or other supplies kept in the vault offered for WRPC exclusive use.
- 6) Permit the WRPC to sell targets to users of the Range with proceeds from these items to go to the WRPC.
- 7) Contract for lead removal, cleaning and abatement services as necessary through a qualified vendor and coordinate the timing for such removal and cleaning with WRPC.

III. TERM AND TERMINATION:

The terms of this Agreement shall remain in effect for one year from the date it bears and shall be renewed automatically for one year periods unless either of the parties hereto notifies the other in writing to the contrary at least ninety days prior to the termination of said term or extension thereof. This Agreement may be terminated by either party for any reason or for convenience by either party upon ninety (90) days' written notice to the other party.

IV. CONSIDERATION:

The consideration for this agreement shall be the mutual promises and covenants undertaken and assumed by each party herein, which promises, covenants and obligations are each made and assumed for the benefit of the opposing party and are of value to the opposing party, and the sufficiency of which are expressly acknowledged by the parties. **~~WRPC shall not be entitled to monetary compensation for supplying the services detailed in Article I herein.~~**

V. INDEMNIFICATION:

Each Party to this Agreement shall be responsible for its own actions and those of its respective, officers, agents and employees, and shall indemnify and hold harmless the other Party against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to its own acts or omissions or to those of its officers, agents and employees, in performance of this Agreement.

VI. GENERAL TERMS AND CONDITIONS:

- 1) Independent Contractor Status. WRPC, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City or CER for any purpose. No statement contained in this Agreement shall be construed so as to find WRPC to be an employee of the City or CER, and WRPC shall not be entitled to any of the rights, privileges, or benefits of employees of the City or CER, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

WRPC shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

- 2) Subcontracting. WRPC shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the City.
- 3) Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.
- 4) 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 representative of the City and WRPC.
- 5) Compliance with Laws. WRPC shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which WRPC is responsible.
- 6) ~~**Interest by City Officials. No elected official, officer, or employee of the City shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.**~~
- 7) Governing Law. This Contract shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement.

Date: _____

Date: _____

Willmar Rifle & Pistol Club:

City of Willmar:

President

Marvin Calvin, Mayor

Treasurer

Kevin Halliday, Interim City Administrator

APPENDIX A

RATES AND SCHEDULE

WILLMAR WAR MEMORIAL AUDITORIUM
SHOOTING RANGE
WILLMAR, MINNESOTA

I. RATES:

A. OPEN OR LEAGUE SHOOTING

First Half Hour Unit and each Subsequent Half Hour Unit or less \$ 5.00/\$5.00

B. GROUP RENTALS:

Per hour	\$40.00
Classroom	\$25.00 per day
Shooting Range	\$40.00 per hour

C. TRAINING PROGRAMS:

~~NRA, DNR, CMP Programs, by WRP~~ _____ ~~NC~~

~~Home Safety Courses, Women's Programs, Boy Scouts,
Girl Scouts, etc., sponsored by WRPC~~ _____ ~~NC~~

*NRA, DNR, CMP, Boy Scouts, Girl Scouts
or other events geared toward youth or supported by WRPC.* *NC*

Outside users, *other than instructors*, are required to give 72 hour notice to use the range, pay the rental fees, staffing fees and provide insurance. (Includes fire arm safety courses not sponsored by the WRPC). *Staffing fee payable to WRPC shall be \$5.00 per person per hour with a \$40.00 per hour minimum.*

II. SCHEDULE

	<u>Days</u>	<u>Hours</u>
Open Shooting	Tuesday & Thursday	5:00 6:00-9:00 pm
Season: November thru April-subject to change		

NOTE: School programs to be scheduled on a separate basis through the Community Ed and Recreation Department.

Any special police programs to be scheduled with the Community Ed and Recreation Department.

Usage shall not be denied to anyone on basis of race, color, creed or financial ability.

APPENDIX B

WILLMAR WAR MEMORIAL AUDITORIUM

SHOOTING RANGE

WILLMAR, MINNESOTA

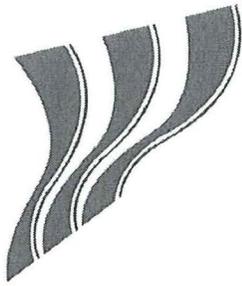
RANGE RULES

- 1.) Obey all orders of the Rangemaster and Range Officials.
- 2.) All actions open except when firing.
- 3.) No un-authorized person on Range.
- 4.) Firing from Firing Line only; aimed fire only.
- 5.) No persons allowed beyond firing line unless instructed by the Range Master.
- 6.) Only one **active** shooter per shooting point.
- 7.) All handguns cased or holstered **except on Range until at the Firing Line.**
- 8.) All guns must be pointed down range at all times when at firing point; do not point up or down.
- 9) — ~~**Holstered handguns shall be held and not worn.**~~
- 10) No fast draw, hip shooting or fanning of revolvers permitted.
- 11) No food or drink allowed in Range Area.
- 12) Ear protection and safety glasses to be worn by all **shooters in the range area.**
- 13) All shooters must be courteous, alert and respectful at all times.
- 14) All shooters under **12 18** to be accompanied by a parent, guardian, instructor or supervisor.
- 15) Each shooter to police his shooting point **when upon** completion of firing.

- 16) This is your Range – enjoy it and help take care of it.
- 17) Any violation of these rules will result in immediate dismissal from the Range.

ARMS AND AMMUNITION PERMITTED ON THE RANGE

- 1) All .22 cal. Rimfire, pistol or rifle. (~~except “hot” varieties~~)
- 2) All handguns, rimfire or centerfire (~~including .44 mag.~~)
- 3) No armor piercing or steel jacketed bullets
- 4) No black powder
- 5) Upon special arrangements (non-public shooting nights) :
 - a) Shotguns, pellet or slug (no steel shot)
 - b) Centerfire rifle
 - c) BB guns



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

Agenda Item Number: 7

Meeting Date: August 31, 2015

Attachments: ___ Yes ___ No

CITY COUNCIL ACTION

Date: September 8, 2015

- Approved Denied
- Amended Tabled
- Other

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of Amending the Assessment Roll of the 2015 Streets & Other Improvements

Recommended Action: Adopt a Resolution increasing the total Special Assessments by the Historic 313 Water Improvements

Background/Summary:

The earlier adopted Assessment Roll for the 2015 Street & Other Improvements did not include the assessment amount of the water line upgrades at the Historic 313 building located at 313 4th Street SW. Landpride Construction LLC was awarded the project and completed the work at the bid amount for \$24,758.00. Engineering costs of \$3,713.70 need to be added, bringing the full assessment amount to \$28,471.70. The Resolution increases the assessment total to \$444,139.34 and resets the start date of interest to September 9, 2015, the date of closing with the five local banks.

Alternatives:

Financial Considerations: \$28,471.70

Preparer: City Clerk-Treasurer

Signature:

Comments:

RESOLUTION NO. ____

AMENDING ASSESSMENT ROLL

WHEREAS, The City Council of the City of Willmar, Minnesota duly adopted the assessment roll for the 2015 Street Improvement Project on May 18, 2015, and

WHEREAS, assessments for the Historic 313 building located at 313 4th Street SW have been finalized pursuant to an individual project awarded on June 1, 2015.

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

1. Such assessment roll be amended to the sum of \$444,139.34, a copy of which is attached hereto and made a part hereof, is hereby accepted.

2. Such assessments shall be as follows:

A. The assessments shall be payable in equal annual installments extending over a period of ten (10) years, the first of said installments to be payable with general taxes for the year 2015, collectible with such taxes during the year 2016.

B. To the first installment shall be added interest at the rate of four and zero hundredths (4.00) percent per annum on the entire principal amount of the assessment from the date of the funding of September 9, 2015, until December 31, 2016. To each subsequent installment, when due there shall be added interest for one year at said rate on the unpaid principal amount of the assessment.

C. The owner of any property so assessed may at any time prior to the certification of the assessment or the first installment thereof to the County Auditor (Treasurer), pay the whole of the principal amount of the assessment on such property with interest accrued to the date of payment to the City Clerk-Treasurer, except that no interest shall be charged if the entire assessment is paid by October 31, 2015, and such property owner may at any time prior to November 15 of any year pay to the City Clerk-Treasurer the entire principal amount.

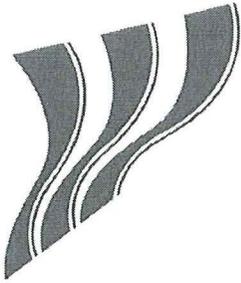
3. The City Clerk-Treasurer shall forthwith transmit a certified duplicate copy of this assessment to the County Auditor to be extended on the tax list of the County.

Dated this 8th day of September, 2015.

MAYOR

ATTEST:

CITY CLERK-TREASURER



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 8 Meeting

Date: August 31, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: September 8, 2015

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

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of Agricultural Land Exemption of Special Assessments

Recommended Action: Motion to Adopt the Resolution Exempting Qualifying Agricultural Land Owners of Special Assessments

Background/Summary:

It is the policy of the City to temporarily exempt from assessments certain lands currently used for agricultural purposes. Each year contact is made with the listed land owners to ascertain their desire to place the land in agricultural use for the 2016 crop year.

Attached is a resolution listing the property owners who have made application for Agricultural Land Exemptions and have met the criteria contained in the City's Comprehensive Assessment Policy.

Alternatives: Deny Exemption and Assess All Listed Deferments Against Parcels as Listed

Financial Considerations: \$654,059.06 in Deferred Collections

Preparer: City Clerk-Treasurer

Signature:

Comments:

RESOLUTION NO. ____

WHEREAS, the City Council of the City of Willmar, Minnesota, did order the installation of certain street and other improvements made under Projects No. 0501, 8606, 9101, and 1404, and certain sewer and watermain improvements made under Projects No. 9701, 9303, 9202, and 9002.

WHEREAS, Section W of the City of Willmar Comprehensive Assessment Policy allows the City to temporarily exempt from assessments certain lands currently used for agriculture purposes; and

WHEREAS, certain property owners have made application to the City for delayed payment of taxes on special assessments and have met the criteria contained in the Comprehensive Assessment Policy for said deferment;

NOW, THEREFORE, BE IT RESOLVED by the Willmar City Council that special assessments as hereinafter designated be certified to the County and deferred until such property is developed or upon approval of the final plat, and that no interest be charged until such time.

BE IT FURTHER RESOLVED that upon development or plat approval that tapping fee shall be based on the project year bid price per front foot or unit, or on the current year costs at the time of connection/platting, whichever is greater:

1.	Hawkinson Land, LLC	95-924-0020	
	7340 26 th Street NE	Project 9202	\$13,005.00
	Willmar	Project 9101	51,455.70
		Project 9002	35,340.00
		Project 0501	61,137.01

Section 24, Township 119, Range 35

That part of Northwest Quarter of Northwest Quarter lying Northwesterly of Highway right-of way, except the South 125 feet of North 175 feet of West 133 feet & except part platted into Kandiyohi County State Aid Highway No. 23 right-of-way Plat No.1. (26.40 acres)

2.	Hawkinson Land, LLC	95-913-0040	
	7340 26 th Street NE	Project 9202	\$12,095.00
	Willmar	Project 9002	8,255.00
		Project 0501	31,715.79

Section 13, Township 119, Range 35

Southwest Quarter of Southwest Quarter except the South 685 feet of West 468.8 feet of Southwest Quarter of Southwest Quarter and except part for plat of Pheasant Run. (32 acres)

3.	Gesch Properties LLC c/o LeAnn Isaacson	95-914-2610	
	10785 46 th Place N	Project 9002	\$39,731.66
	Plymouth	Project 9303	20,130.42
		Project 0501	77,504.80
		Project 1404	180,688.13

Section 14, Township 119, Range 35

South 610 feet of Northeast Quarter except West 393.61 feet; Southeast Quarter except South 914.88 feet of West 1085 feet and except parts in plats-Bergquists Estates, Perkins 5th Addition and Gesch Park except that part of the South Half of Northeast Quarter described as follows: Commencing 715 feet South and 393.61 feet East of Northwest Corner of Southwest Quarter Northeast Quarter, Thence East to Southwest Corner of Lot 7, Block 7 Erickson's Third Addition, Thence South 70 feet, Thence West to East Line of Welch's Addition, Thence North 70 feet to point of beginning and except part platted into Gesch

YMCA Addition and except that part of the South Half of the Southeast Quarter described as follows: Beginning at the Northwest Corner of Lot 2, Block 1, Gesch YMCA Addition, Thence South 548.78 feet, Thence West 363.89 feet, Thence North 54 feet to Southeast Corner of Lot 1, Block 6, Perkins Fifth Addition, Thence continuing North 495 feet to Northeast Corner of Lot 1, Block 4, Perkins Fifth Addition, Thence East along Southerly right-of-way boundary line of Olena Avenue 363.89 feet to point of beginning. (88.36 acres)

- | | | | |
|----|--|-----------------------------|-------------|
| 4. | Jean Langsjoen-Hogan Trust
and Carter Family
1950 E Welco
St. Peter | 95-903-0010
Project 0501 | \$93,012.00 |
|----|--|-----------------------------|-------------|

*Section 3, Township 119, Range 35
Southeast Quarter of Southwest Quarter and Southwest Quarter of Southwest Quarter except the Southerly 350 feet of the Westerly 233 feet of Southwest Quarter of Southwest Quarter and except parts platted as Northwood Estates and Northwood Estates Second Addition. (64.13 acres)*

- | | | | |
|----|---|-----------------------------|-------------|
| 5. | Bernard Revocable Trust Etal
c/o William Bernard
520 Litchfield Ave SW
Willmar | 95-912-0970
Project 9701 | \$12,119.04 |
|----|---|-----------------------------|-------------|

*Section 12, Township 119, Range 35
North 1,655 feet of Northwest Quarter excluding West 40 acres thereof.
(60 acres)*

- | | | | |
|----|---|---|-------------|
| 6. | J & C Enterprises of Central MN
c/o Stephen Jennings
PO Box 639
Richmond | Project 8606

Hidden Valley Estates | \$17,869.51 |
|----|---|---|-------------|

- 95-308-0010 Sect-08 TWP -119 Rang-35 Lot-001 Blk-001
- 95-308-0020 Sect-08 TWP -119 Rang-35 Lot-002 Blk-001
- 95-308-0030 Sect-08 TWP -119 Rang-35 Lot-003 Blk-001
- 95-308-0040 Sect-08 TWP -119 Rang-35 Lot-004 Blk-001
- 95-308-0050 Sect-08 TWP -119 Rang-35 Lot-005 Blk-001
- 95-308-0060 Sect-08 TWP -119 Rang-35 Lot-006 Blk-001
- 95-308-0070 Sect-08 TWP -119 Rang-35 Lot-007 Blk-001
- 95-308-0080 Sect-08 TWP -119 Rang-35 Lot-008 Blk-001
- 95-308-0090 Sect-08 TWP -119 Rang-35 Lot-009 Blk-001
- 95-308-0100 Sect-08 TWP -119 Rang-35 Lot-010 Blk-001
- 95-308-0110 Sect-08 TWP -119 Rang-35 Lot-011 Blk-001
- 95-308-0120 Sect-08 TWP -119 Rang-35 Lot-012 Blk-001
- 95-308-0130 Sect-08 TWP -119 Rang-35 Lot-013 Blk-001
- 95-308-0140 Sect-08 TWP -119 Rang-35 Lot-014 Blk-001
- 95-308-0150 Sect-08 TWP -119 Rang-35 Lot-015 Blk-001
- 95-308-0160 Sect-08 TWP -119 Rang-35 Lot-016 Blk-001
- 95-308-0170 Sect-08 TWP -119 Rang-35 Lot-017 Blk-001
- 95-308-0200 Sect-08 TWP -119 Rang-35 Lot-001 Blk-002
- 95-308-0210 Sect-08 TWP -119 Rang-35 Lot-002 Blk-002
- 95-308-0220 Sect-08 TWP -119 Rang-35 Lot-003 Blk-002
- 95-308-0230 Sect-08 TWP -119 Rang-35 Lot-004 Blk-002
- 95-308-0300 Sect-08 TWP -119 Rang-35 Lot-001 Blk-003
- 95-308-0310 Sect-08 TWP -119 Rang-35 Lot-002 Blk-003
- 95-308-0320 Sect-08 TWP -119 Rang-35 Lot-003 Blk-003

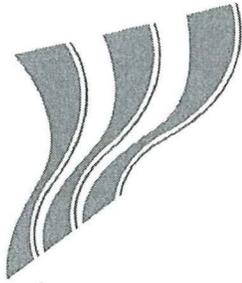
95-308-0330 Sect-08 TWP -119 Rang-35 Lot-004 Blk-003
95-308-0340 Sect-08 TWP -119 Rang-35 Lot-005 Blk-003
95-308-0350 Sect-08 TWP -119 Rang-35 Lot-006 Blk-003
95-308-0360 Sect-08 TWP -119 Rang-35 Lot-007 Blk-003
95-308-0370 Sect-08 TWP -119 Rang-35 Lot-008 Blk-003
95-308-0380 Sect-08 TWP -119 Rang-35 Lot-009 Blk-003
95-308-0390 Sect-08 TWP -119 Rang-35 Lot-010 Blk-003
95-308-0400 Sect-08 TWP -119 Rang-35 Lot-001 Blk-004
95-308-0410 Sect-08 TWP -119 Rang-35 Lot-002 Blk-004
95-308-0420 Sect-08 TWP -119 Rang-35 Lot-003 Blk-004
95-308-0430 Sect-08 TWP -119 Rang-35 Lot-004 Blk-004
95-308-0500 Sect-08 TWP -119 Rang-35 Lot-001 Blk-005
95-308-0510 Sect-08 TWP -119 Rang-35 Lot-002 Blk-005
95-308-0520 Sect-08 TWP -119 Rang-35 Lot-003 Blk-005
95-308-0530 Sect-08 TWP -119 Rang-35 Lot-004 Blk-005
95-308-0540 Sect-08 TWP -119 Rang-35 Lot-005 Blk-005
95-308-0550 Sect-08 TWP -119 Rang-35 Lot-006 Blk-005

Dated this 8th day of September, 2015.

Mayor _____

Attest:

City Clerk-Treasurer _____



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

Agenda Item Number: 9

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: Fire Department

Agenda Item: Allocating funds from Verizon tower project to Fire Department budget.

Recommended Action: Staff requests that the unallocated funds that Verizon will pay the city for rent and equipment expenses for their new tower be transferred to the Fire Department budget for building maintenance projects and to purchase the replacement communications equipment that will be placed on the Verizon tower.

Background/Summary: Verizon and the City of Willmar have entered into an agreement where Verizon will be renting land from the City of Willmar at the fire station to build a new cell phone tower. The agreement states that Verizon will pay \$15,000 annually to the City of Willmar for land usage and a one-time fee of \$7,381.36 for new communications equipment to be placed on the tower. The \$15,000 will be used to replace 4 overhead garage doors, and add a restroom in the training room area and remodel 2 other restrooms. The overhead doors were originally installed about 33 years ago, and have out lived their useful life. They are falling apart and cannot be fixed expect by duct tape. The fire department training room is used on an average of 2-3 times a week and we have out grown the one restroom concept. The original restroom in the training room area will also be used as a female lock room/ shower area. Currently we do not have an area for our female firefighters to use as a shower. The restroom / shower area in the male locker room is in need of repair. The tiles are coming off the floor and the sink and toilet fixtures are very old and inefficient. This restroom has never been remodeled and was built in 1970.

Alternatives: Not to transfer the funds.

Financial Considerations: The cost of the overhead doors: \$8,760.00. Cost of the restroom remodel project: \$7,560.00. The Verizon funds are currently unallocated and would pay for the projects listed above with additional funding coming out of the 2015 Fire Department operating budget.

Preparer:

Signature:

Comments: