

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

September 21, 2015
7:00 p.m.

The regular meeting of the Willmar City Council was called to order by the Honorable Mayor Marv Calvin. Members present on a roll call were Mayor Marv Calvin, Council Members Ron Christianson, Andrew Plowman, Rick Fagerlie, Steve Ahmann, Denis Anderson, Audrey Nelsen, and Tim Johnson; Present 8, Absent 0.

Also present were Interim City Administrator Kevin Halliday, Planning and Development Director Bruce Peterson, Finance Director Steve Okins, Community Education and Recreation Director Steve Brisendine, Fire Chief Frank Hanson, Police Chief Jim Felt, Police Captain Michael Anderson, and City Attorney Robert Scott.

There were no proposed additions or deletions to the agenda.

Council Member Anderson offered a motion to adopt the Consent Agenda which included the following items: City Council Minutes of August 17, City Council Minutes of September 8, Finance Minutes of September 14, Labor Relations Minutes of September 16, Rice Hospital Board Minutes of September 2, Municipal Utilities Commission Minutes of September 14, Planning Commission Minutes of September and 15, Accounts Payable Report through September 17, 2015, and the Willmar Lakes Area CVB Reports.. Council Member Nelsen requested the Labor Relations Minutes of September 16 be corrected to reflect who was in attendance. It was noted that Council Members Johnson and Fagerlie were not in attendance. Council Member Christianson seconded the motion to approve the Consent Agenda as corrected, which carried.

At 7:01 p.m. Mayor Calvin opened the Hearing to consider an amendment to the Zoning Ordinance No. 1060 to rezone from R-4 (Medium Density Multiple Family Residential) to R-3 (Low Density Multiple Family Residential). Planning and Development Director Bruce Peterson explained the proposal was approved by the Planning Commission and proposed by Koosman Construction to develop single-family residential rental units on their property located off of 25th Street SE, 3rd Avenue SE, 2nd Avenue SE and Terraplane Drive SE, which is zoned R-4. Single-family homes are not permitted in the R-4 District. There is currently a mix of multi-family twin homes and four-plexes in the area, as well as commercial to the north and east. R-3 permits single family up to four-plexes. There being no one present to speak against the amendment to the Zoning Ordinance to rezone the property, Mayor Calvin closed the hearing at 7:02 p.m.

Council Member Christianson offered a motion to adopt, assign a number and order final publication of the Ordinance Amending the Zoning Ordinance to Rezone the property in Terraplane Estates. Council Member Anderson seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Council Member Nelsen raised the question of the requirement by the Planning Commission to have stormwater detention plans submitted by the developer to the Engineering Department for approval. Planning and Development Director Bruce Peterson stated the final engineering plans will be completed and approved before any building permits are issued or the final plat has been signed.

Mayor Calvin introduced Dan Weir, Health Insurance Consultant for the SW/WC Service Cooperative that administrates the City, County, and Other Governmental Agency Health Insurance Pool. Currently the pool consists of about 50 counties, 150+ cities and 75+ other governmental agencies making them the largest single purchasing entity. Mr. Weir came before the Council to explain the basics of the pooling concept, provide details of the 2016 Health Insurance Renewal and explain new cost containment programs offered by the Cooperative. Mr. Weir gave a presentation on the self-funded arrangement which reduces the health

insurance rates. Each member of the cooperative's rates is based on its own use, although high-cost cases are put in a pool to help assume costs. Each pool member decides which plans they want to offer their employees. Mr. Weir noted that prescription drugs are becoming one of the highest cost factors and by the year 2023, prescription drugs may end up costing more than what is paid to doctors. The reason for that is a real rise in specialty drugs. He presented cost trends of the past five years and the Blue Cross trend over each year averaged 7.22%, the City's calculated increase needed was 7.06%, and the pool brought this down to 2.42% as a stakeholder member.

Mr. Weir then touched on a new initiative called "Clear Cost Health" whereby a new system gives real-time data of claims that are being paid on a secure website and shows within the Blue Cross network what those costs would be with other providers. This service is free to the employee. Mayor Calvin thanked Mr. Weir for providing information for a better understanding of the health insurance system.

Mayor Calvin recognized Loren Schultz, 901 Irene Avenue SE, who requested to address the Council during the Open Forum. Mr. Schultz spoke of a storm water plan he gave to the Army Corp of Engineers years ago and the capacity of the ditch system. He spoke of recent changes stating 50 feet setback of grass is not enough.

Sue Quist, 1451 Hansen Drive SW, addressed the Council stating the statement made during the Open Forum at a previous meeting that Council Member Christianson referred to his constituents as a special interest group was a false statement. She stated Council Member's intent was that he didn't trust the people that were the same members of the Moving Willmar Forward, Campaign for Calvin and Recall Ron and they lacked wisdom which was evidenced by their poor-decision making. She spoke of inappropriate solicitation of signatures for the petition to recall Ron Christianson.

The Community Development Committee Report for September 17, 2015 was presented to the Mayor and Council by Council Member Fagerlie. There were five items for consideration.

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

Item No. 2 Staff provided an update on the removal process for the home at 944 Olaf Avenue Northwest. The owners have not complied with the extension for removal as previously offered by staff and the Council. A formal order is the next step in the process to eliminate the hazardous building. A formal order has been drafted by City Attorney Robert Scott. The order provides for a 20 day period for the owners to make the necessary repairs to the house or to remove it. The order includes the direction for the City Attorney to proceed with this matter according to law.

The Committee was recommending the Council approve the Order for Removal and serve such order to the property owners. Council Member Fagerlie moved the recommendation of the Committee. Council Member Nelsen seconded the motion, which carried.

Item No. 3 Staff offered a status report on the efforts to remove the hazardous building at 810 Campbell Avenue Northwest. Following contact by the City Attorney, the property owner did apply for a demolition permit. It is expected that the structure will be removed in the fall of 2015. Staff will monitor the demolition permit for compliance. This was reviewed by the Council for information only.

Item No. 4 The Committee discussed progress on the Industrial Park expansion. It was noted that the project started out very well in the spring and most of the infrastructure work was completed on schedule. The contractor recently contacted the City regarding a concern about soil moisture within the road right-of-way. Their recommendation was to increase the amount of granular material, thereby, raising project costs. City engineering staff countered by saying that the soils were suitable if the contractor would work them and allow them to dry. The contractor is currently on site working on the streets. To accommodate the contractor on the soil issue, staff has tentatively agreed to a deadline extension to June 2016. This was received by the Council for information only.

Item No. 5. Staff reported on the status of the project design and financing. A recent trip to Washington DC by staff as part of a local contingent was also discussed. The local group met with the staff of Representative Peterson and Senator Klobuchar, and were able to meet with Senator Franken. The group included Bruce Peterson, Director of Planning and Development Services for the City, Mel Odens, County Public Works Director, and James Butterfield, Chair of the County Board. Other members of the group representing BNSF Railroad were French Thompson, Paul Cristina, and Gael Sullivan.

The message provided by the group to the elected officials in Washington was that the wye project served a number of purposes. It was an opportunity to diversify the local economy as the wye will afford the ability to extend a spur to the new Industrial Park. The project would reduce a major operational constraint for the railroad that will have local, regional, and national benefits. The project was a final component of a ten year initiative that included nearly \$120,000,000 in local investment to develop infrastructure and capacity for industrial development on the west side of Willmar. It was noted that the grant funds, if received, would be directed toward construction and not be used for soft costs. The planning, engineering, and design for the project has already been paid by project partners.

The primary purpose of this trip was to gather the final political support for the project. In the analyses of the first application in 2014, US DOT noted a lack of vocal political support. For this round, Governor Dayton has called with his support of the project. MN DOT Commissioner Charlie Zelle contacted the Washington congressional delegation stating MN DOT support for the project. Additionally, Senator Klobuchar was planning to call Secretary Fox to state that it was her priority project for the State of Minnesota. Representative Peterson has supported the project all along. At the end of the discussion with Senator Franken, he indicated that he too would offer vocal support for the project. The anticipated date for announcing the Tiger Grants is mid-October 2015. This Council received the wye project update for information only.

Council Member Fagerlie made a motion to approve and file the Community Development Committee Report for September 17, 2015. Council Member Nelsen seconded the motion.

Interim City Administrator Kevin Halliday presented for the Council's consideration a resolution certifying the special assessments for Lot 1, Block 2, Pleasantview 4th Addition to Habitat for Humanity pursuant to the sale of the property authorized by the Council on September 8, 2015. \$9,191.62 for Project 2010 Street and Other Improvements with interest at the annual rate of 4.25% and special assessments totaling \$430.66 for Project No. 1105 - Street Lighting at an annual rate of 4.20% both for collection in the years of 2016 through 2025.

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

RESOLUTION NO. 1

WHEREAS, The City Council of the City of Willmar, Minnesota did authorize the sale of Lot 1, Block 2, Pleasantview 4th Addition to Habitat for Humanity, and

WHEREAS, the sale is contingent upon Habitat for Humanity paying all recorded special assessments against said property.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar, that special assessments totaling \$9,191.62 for Project 2010 Street and Other Improvements be certified to the County for collection in the years of 2016 through 2025 with interest at the annual rate of four and twenty-five hundredths (4.25%) percent, and special assessments totaling \$430.66 for Project No. 1105 - Street Lighting be certified to the County for collection in the years of 2016 through 2025 with interest at the annual rate of four and twenty hundredths (4.20%) percent.

Dated this 21st day of September, 2015.

/s/ Marv Calvin
Mayor

/s/ Kevin Halliday
Attest: City Clerk

Planning and Development Director Bruce Peterson brought forth for consideration the final plat for Cambridge Fourth Addition which is a replat of several lots from Terraplane Estates by Koosman Construction on the southeast portion of the City off of 25th Street SE. The proposed development consists of 16 single-family lots. The development is a planned-unit development with a private street and private utilities that will be governed by private covenants and articles of declaration. The Planning Commission has approved the final plat with several conditions regarding the filing of private covenants and declarations, private utility connections, stormwater detention, and rezoning the property to meet the single-family plan. All of those conditions will need to be met before the final plat is executed and filed to include the final stormwater plans that will be approved by the Public Works Department. It is staff's recommendation to approve the final plat as presented.

Council Member Anderson made a motion to approve the final plat for Cambridge Fourth Addition contingent on all conditions being met. Council Member Nelsen seconded the motion, which carried.

Planning and Development Director Bruce Peterson also brought forth for consideration the preliminary/final plat for Eastgate 2nd Addition. The proposed plat is a replat of a parcel in Eastgate Addition on 25th Street SE by Chips Holdings, LLC of Corcoran, MN. The proposed development consists of two lots in a commercial planned-unit development with a private street and private utilities and will be governed by private covenants and articles of declaration. The Planning Commission approved the final plat with conditions to be met prior to final plat signatures such as recording of declarations/covenants, utility easements to be noted on plat, and parking on the private street.

Council Member Christianson made a motion to approve the final plat for Cambridge Fourth Addition contingent on all conditions being met. Council Member Nelsen seconded the motion, which carried.

Planning and Development Director Bruce Peterson presented a rezone of property that follows the City's sale of property at the last Council meeting to Willmar Poultry. The property is currently zoned Government Institutional and Ag uses are not a permitted use in that zone. The ordinance is being introduced to legitimize the zoning of the site to facilitate the development of a nursery brooding facility by Willmar Poultry. Staff recommendation is to hold a public hearing on the proposed rezone.

Council Member Fagerlie made a motion to set a public hearing for consideration of the ordinance to rezone the property from GI to Ag on October 5, 2015 at 7:01 p.m. Council Member Anderson seconded the motion, which carried.

Interim City Administrator Kevin Halliday presented the proposed transfer of the Charter Cable franchise. In July the City received a FCC application form for franchise authority consent to transfer control of the cable franchise. The City has until October 29th to take action on the form or no action will result in automatic approval of the transfer of control to a new group of shareholders. Charter will be merging with other cable providers to form a company "New Charter." This form will amend the franchise to cover the new company. The City's cable attorney, Moss and Barnett, has made revisions to the resolution and it is staff's recommendation that the Council pass the resolution transferring the franchise from Charter to "New Charter."

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

RESOLUTION NO. 2

**APPROVING THE PROPOSED TRANSFER OF
THE CABLE FRANCHISE CURRENTLY HELD BY
CC VIII OPERATING, LLC D/B/A CHARTER COMMUNICATIONS**

WHEREAS, CC VIII Operating, LLC (hereinafter referred to as "Grantee"), currently holds a cable television franchise ("Franchise") granted by the City of Willmar, Minnesota ("City").

WHEREAS, Grantee owns, operates and maintains a cable television system in the City ("System") pursuant to the terms of the Franchise.

WHEREAS, on May 23, 2015, Charter Communications, Inc. ("Charter Communications"), the ultimate parent company of Grantee, directly and indirectly, with its subsidiary CCH I, LLC ("New Charter"), entered into agreements with Advance/Newhouse Partnership and A/NPC Holdings LLC (collectively "A/N"), the ultimate parent company of Bright House Networks, LLC ("BHN"), Time Warner Cable Inc. ("TWC"), and Liberty Broadband Corporation ("Liberty") (collectively "the Agreements"), the purpose of which are to effectuate the acquisition of BHN and merge with TWC (the "Transactions"); and

WHEREAS, Charter Communications will merge with and into New Charter, and all shares of Charter Communications will be converted into shares of New Charter, and New Charter will assume the Charter Communications name; and

WHEREAS, pursuant to the Agreements, A/N, TWC shareholders, and Liberty will acquire ownership interests in New Charter; and

WHEREAS, on or about July 1, 2015 the City received from Grantee, FCC Form 394 - Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise ("Application"); and

WHEREAS, Federal law, and the terms of the Franchise require that the City take action to consider the Application within one hundred twenty (120) days of the date of receipt, or on or before October 29, 2015; and

WHEREAS, Minnesota state law and the Franchise require the City's advance written consent prior to the Grantee's change in ownership; and

WHEREAS, as a result of the proposed Transactions Grantee has requested consent from the City to the proposed change in ownership; and

WHEREAS, the City has reviewed the proposed Transactions, and based on information provided by Grantee and information otherwise publicly available, the City has elected to approve the proposed Transactions subject to certain conditions as set forth herein.

NOW, THEREFORE, the City of Willmar, Minnesota hereby resolves as follows:

1. All of the above recitals are hereby incorporated by reference as if fully set forth herein.
2. The Franchise is in full force and effect and Grantee is the lawful holder of the Franchise.
3. The City hereby consents and approves the proposed Transactions.
4. Grantee will be the lawful holder of the Franchise after completion of the Transactions.
5. The City's consent to the Transactions shall not serve to waive any rights City may have under applicable law to hold Grantee liable for any and all liabilities, known and unknown, under the Franchise.
6. In the event the proposed Transactions contemplated by the foregoing resolution are not completed, for any reason, the City's consent shall not be effective and shall be null and void.

LABOR RELATIONS COMMITTEE

MINUTES

The Labor Relations Committee/Full Council met on Wednesday, September 22, 2015 at 4:45 p.m. in Conference Room No. 1 at the Willmar City Office Building.

Present:	Steve Ahmann	.....	Chair
	Denis Anderson	.....	Member
	Ron Christianson	.....	Member
	Tim Johnson	.....	Member
	Audrey Nelsen	.....	Member

Others present: Mayor Marv Calvin, Labor Attorney Frank Madden, Rice Hospital Representatives Mike Schramm (CEO) and Joyce Elkjer (Human Resources Staff).

Item No. 1 Call to Order

The meeting was called to order by Council Member Ahmann at 4:45 p.m.

Item No. 2 Closed Session Pursuant to Minn. Stat. §13D.03

Council Member Christianson made a motion, seconded by Council Member Nelsen to go into closed session. The meeting was closed at 4:46 p.m.

Rice Hospital representatives Mike Schramm and Joyce Elkjer left as the public meeting opened.

The meeting was reopened at 5:10 p.m. by motion of Council Member Christianson, and seconded by Council Member Anderson.

Interim City Administrator Kevin Halliday, Community Education and Recreation Director Steve Brisendine, Public Works Director Sean Christensen and Administrative Assistant Janell Sommers entered the meeting at this time.

Item No. 3 Civic Center Area Department Director Discussion (Motion)

The Council discussed the issue that was before the Labor Relations Committee in July whereby the Committee questioned the position of Civic Center Manager being placed under the supervision of the City rather than Willmar Community Education and Recreation. Council Member Anderson stated he thought the consensus of the Labor Relations Committee at that time was to change the supervisor of the Civic Center Manager and have this individual report to the Public Works Director.

Interim City Administrator Kevin Halliday stated it was staff's recommendation not to make any changes at this time and that historically these buildings were under a City Department Head position that upon retirement was not filled. The City then entered into the Joint Powers Agreement with the School District whereby CER Director Steve Brisendine assumed those responsibilities and is considered as an equal Department Director who attends meetings of the City.

Council Member Nelsen commented the City needs to take back responsibility for its buildings including the Civic Center, Community Center and Auditorium.

Council Member Nelsen made a motion, seconded by Council Member Anderson to have the Civic Center Manager report to the Public Works Director. The motion failed on a 2-3 vote with Council Members Christianson, Johnson and Ahmann voting "no."

Item No 4 Engineering Position Title and Organizational Chart (Motion)

The advancement of the Engineering Senior Technician to the Assistant Public Works Director was approved, but questions were raised as to the correct job title. Staff presented an organizational chart, noting that the position is in-line with the two other Superintendents and does not have the position of authority over their departments in the absence of the Public Works Director.

Staff recommended the Council select the title of "Assistant City Engineer" based on a consistent title in the County Highway Department and the determination of the Bureau of Mediation Services (BMS) that the titled position of "Assistant City Engineer" is included in the Supervisory Unit. Labor Attorney Frank Madden stated he did not see this as being an issue with the BMS. For simplicity reasons, it is staff's recommendation to change the title to Assistant City Engineer until such time as the Public Works Director would recommend a title revision based on input from Public Works Director's peers.

Council Member Nelsen made a motion to amend the job title to Assistant City Engineer. Council Member Anderson seconded the motion, which carried.

Item No. 5 Closed Session Pursuant to Minn. Stat. §13D.03

Council Member Christianson made a motion, seconded by Council Member Anderson to go into closed session. The meeting was closed at 5:33 p.m.

Gene Thul, representative of Blue Cross/Blue Shield, was in attendance during the closed session to answer questions of the Council. Mr. Thul left the meeting at 6:42 p.m.

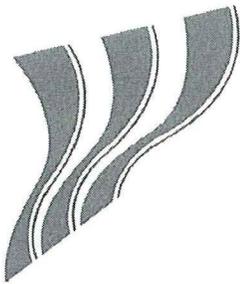
The meeting was reopened at 7:16 p.m. by motion of Council Member Christianson, and seconded by Council Member Anderson.

There being no further business, the meeting was adjourned at 7:17 p.m.

Respectfully submitted,



Janell Sommers
Administrative Assistant



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4

Meeting Date: September 21, 2015

Attachments: X Yes No

CITY COUNCIL ACTION

Date: October 5, 2015

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: Administration

Agenda Item: Report of Engineering Title and Organizational Chart

Recommended Action: Motion to amend job title to Assistant City Engineer.

Background/Summary:

The advancement of the Senior Technician to the Assistant Public Works Director was approved, but questions were raised as to the correct job title. Staff presents to the Council the organizational chart, noting that the position is in-line with the two other Superintendents and does not have the position of authority over their departments in the absence of the Public Works Director.

The staff recommended title is "Assistant City Engineer" based on a consistent title in the County Highway Department, but mostly on the determination of the Bureau of Mediation Services (BMS) that the titled position of "Assistant City Engineer" is included in the Supervisory Unit. Time expended on soliciting BMS for another title determination would be one more frustrating step and may impede a negotiated settlement with the new group "Supervisory and Confidential Employees."

Since the title of a job does not change the assigned work, this recommended title could be reviewed again after more input from the Public Works Director's peers.

Alternatives: Select another job title and solicit a BMS unit determination, filed by mutual consent, to add new title position and/or eliminate Assistant City Engineer title.

Financial Considerations:

Preparer: Kevin Halliday, Interim City Administrator

Signature:

Comments:

Supervisory Unit:

All supervisory and confidential employees employed by the City of Willmar, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14, excluding Department Heads and all other employees.

This unit includes, but is not specifically limited to the following positions: ~~Waste Treatment Plan Superintendent; Recreation Supervisor;~~ Police Captain; Assessor, Arena Operations Supervisor; ~~Public Works Superintendent;~~ Assistant City Engineer; ~~Senior Technician;~~ and Information Systems Coordinator.

2. Janell Sommers, Administrative Assistant in the Administration Department; Sue Edwards, Administrative Assistant in the Police Department; and Carol Cunningham, Accounting Supervisor are not supervisory within the meaning of Minn. Stat. §179A.03, Subd. 17 (2014) and are excluded from both bargaining unit defined above.
3. The Group has until 4:30 p.m. on Monday, July 20, 2015 to submit the requisite showing of interest (30 percent) from among the employees in one or both bargaining units to proceed to an election. Upon receipt of a requisite showing of interest from each respective bargaining unit the Bureau shall issue a Mail Ballot Election Order. Failure to submit the requisite showing of interest from one or both bargaining units will result in the Maintenance of Status Quo Order being lifted for the unit not submitting the showing of interest.
4. The City shall post this Order at the work locations of all affected employees.

STATE OF MINNESOTA
Bureau of Mediation Services



JOSH L. TILSEN
Commissioner

cc: Frank Madden
Bruce Peterson
Kevin Halliday (2)
(Includes Posting Copy)

Public Works

Public Works Director
Sean Christensen

**Public Works Clerk
-Secretary**
Kelsi Delbosque

Community
Education
and
Recreation

Civic Center

Staff

PW Superintendent
Scott Ledeboer

WWTF Superintendent
Colleen Thompson

Assistant City Engineer
Lynden Wittman

Working Foreman
Gary Manzer

Working Foreman
Jim Gauer

Public Works Staff
Mechanics

Operators
Lab Technicians
Mechanics

Technicians
Darrell Hoekstra
Luke Langner
Vacant

Custodians
Chris Simon
Jeff Jagush

**Rice Memorial Hospital
Board of Directors
September 23, 2015**

PRESENT: David Anfinson, President; Dr. Douglas Allen, Vice President; Eric Weiberg, Secretary; Directors Jon Saunders, Dr. Lachlan Smith, Andrea Carruthers

EXCUSED: Dr. Michael Gardner, Treasurer

ADMINISTRATIVE STAFF: Michael Schramm, CEO; Bill Fenske, Wendy Ulferts, Teri Beyer, Dr. Ken Flowe, Sandy Roelofs, Dr. Fred Hund

GUESTS: Audrey Nelsen

Call to Order/Minutes: President Anfinson called the meeting to order at 5:30 p.m. **ACTION: A motion was made by Director Allen, seconded by Director Smith, and carried to approve the consent agenda including the September 2, 2015 Board of Directors meeting minutes, the August 25, 2015 Medical Staff Executive & Credentials Committee minutes, the September 10, 2015 Finance Committee Minutes and the July 31, 2015 Financial Statements.**

Patient Experience – Teri Beyer: The patient experience for tonight was included in the Board packet for review. This patient was brought into the Emergency Department at the end of July in severe sepsis and was close to death. She was then admitted to one of the transitional ICU rooms for an eight day stay before being transferred to Rice Rehab followed by surgical intervention in St. Paul for renal surgery. The patient being both a nurse and a social worker, noted and praised specific staff members/physicians for the exceptional care she received at Rice Hospital. All staff members and physicians noted in the patient's letter have been notified/acknowledged as requested by the patient. Suggestions made by the patient in regard to additional training needed for our CNA staff will be included in the future orientation and training programs for new CNA's hired at Rice Hospital.

Quality Report: Teri Beyer distributed and reviewed for the Board information in regard to Fiscal Year (FY) 2016 Value-Based Purchasing (VBP) Domain Weighting (payment adjustment effective for patient discharges from October 1, 2015 to September 30, 2016), as follows: 1) Many of the patient experiences shared with the Board each month are taken directly from patient surveys. Patient experience has been a part of value-based purchasing since it began and counts for 30% of Rice's overall score. Fiscal Year 2016 begins October 1, 2015 so it is appropriate to provide an update at this time. 2) Rice Hospital has not been penalized at any point since the inception of value-based purchasing, and we will not be penalized in 2016. 3) At risk for Rice for FY 2016 was a 1.75% incentive payment which is figured on our performance in all VBP categories. The Hospital's scores are then put through a six-step formula which creates an adjustment factor applied to the base DRG rate and affects payment for each discharge in the relevant fiscal year.

Medical Staff Report - Dr. Hund: 1) The August 25 Credentials Committee report for tonight's approval included the following new physicians: a) Dr. Joanne Monterroso, Oncology/Hematology. b) Dr. Sarah Eisenschenk – Family Medicine/OB. 2) Medical Staff Executive Committee Meeting – August 25: a) Medical Cannabis Information was presented and a lengthy discussion followed. The Hospital has opted out of the Minnesota Department of Health program at this time. There are plans to develop a formal policy that will include the hospital's position regarding Medical Cannabis. b) Parking: Concerns were expressed from Committee members regarding physician on-call parking as well as for physicians attending meetings at the hospital. **ACTION:** a) *Physician parking spots will be marked.* b) *Administration will continue to monitor parking during the Rice Rehab Center construction project.* c) *Administration will discuss the two-hour parking limit currently in place on both 4th Street and Becker Avenue with the City.* **ACTION: A motion was made by Director Allen, seconded by Director Smith, and carried that the Medical Staff appointments for the month of August, 2015 be approved as presented and recommended: Initial Applications: Provisional Affiliate: David Aamodt, M.D. Radiology/Department of Radiology, Suburban Radiologic Consultants, Ltd., Bloomington, MN. Ian Penniston, DO – Psychiatry/Department of Psychiatry, Avera Behavioral Health, Sioux Falls, SD. Luis Pagan-Carlo, M.D. – Cardiovascular Disease / Department of Internal Medicine, Minneapolis Heart Institute, Minneapolis, MN. Provisional Active: Sarah Eisenschenk, M.D. – Family Medical/Department of Family Medicine, Affiliated Community Medical Center, New London, MN. Joanne Monterroso, M.D. – Oncology/Hematology/Department of Internal Medicine, Affiliated Community Medical Center, Willmar, MN. Transfer from Temporary Privileges to Provisional**

Affiliate: Kenneth Crabb, M.D. – Obstetrics & Gynecology/Department of Obstetrics & Gynecology, Weatherby Healthcare, Fort Lauderdale, FL. Temporary Privileges: 3/30/2015. Christopher Wallyn, DO – Ophthalmology/Department of Surgery. Regional Eye Specialists, P.A., Hutchinson, MN. Temporary Privileges: 7/31/2015. **Temporary Privileges for Non-Staff Physician:** Christopher D. Baptist, DPM – Podiatry Resident/Department of Surgery. Heartland Orthopedic Specialists, Alexandria, MN. Privileges to assist preceptor Russell Sticha, D.P.M. Expected dates: September 1 – 30, 2015. **Provisional Affiliate:** Kenneth Shea, M.D. – Neurology / Department of Internal Medicine. CentraCare Clinic, River Campus, St. Cloud, MN. **Reappointment Applications:** **Affiliate Staff:** Timothy Peterson, M.D. – General Surgery / Department of Surgery. Affiliated Community Medical Center, Willmar, MN. **Allied Health Staff:** Maren Hall, DDS – Dentist/Department of Surgery. University of Minnesota School of Dentistry. Linda Jackson, DDS – Dentist/Department of Surgery. Rice Regional Dental Clinic, Willmar, MN. Priscilla Willander, PA-C – Physician Assistant/Department of Internal Medicine. Affiliated Community Medical Center, Willmar, MN. Responsible Physician: Kendall Bos, M.D. **Locum Tenens Extension of 6 mos.:** Adedapo A. Oduye, M.D. – Emergency Medicine/Department of Emergency Medicine, D & Y Locum Tenens / Permanent Placement, Huntsville, AL.

CEO Report – Mike Schramm:

1. Fall Basket Event: The Hospital's Rewards & Recognition Committee's Fall Basket event was held at Rice Hospital this afternoon. Hospital departments participating in this annual event select a charity of choice as the beneficiary of their basket which includes items donated by department staff. Representatives of all charity recipients were present at today's event to receive their basket for their organization. There were 12 organizations receiving baskets this year, with 14 out of 25 Hospital departments participating.
2. Facility Projects: a) Behavioral Health bed expansion project - RII: An Open House was held for physicians, staff, and project donors on September 9, and a public open house held on September 10. b) Rice Rehab Center (RRC) building project: Work continues on value engineering in various trades for the RRC project. Some of the excavation work for the project began last week.
3. Union Negotiations: This Fall we will be holding union negotiations with all four of Rice Hospital's bargaining units. The first opening session with AFSCME was held on September 22. On September 24 an opening session will be held with the MNA.
4. Willmar Medical Services:
 - a. Willmar Regional Cancer Center (WRCC): Plans continue for the installation of the new CT Simulator. It will be available for use in early November.
 - b. Willmar Surgery Center (WSC): The WSC Steering Committee met with the Mohagen Hansen architectural group on September 22 in regard to the proposed building and expansion project. The focus right now is on the scope of the project as well as the site for the future facility.
 - c. Imaging Center: We continue to move forward with plans for the installation of the new PET/CT Scanner which will likely be installed during the first quarter of 2016.
5. Physician Recruitment: a) Rice has signed a contract with a Psychiatric Nurse Practitioner who will be starting on September 28. b) A commitment has been received from a General Surgeon who will be starting in February. c) A recruitment visit with an Orthopedist was held on September 14.
6. Human Resources: Rice recently conducted an employee engagement survey of our staff at the end of August. A report with a summary of the engagement results will be received in the coming months.
7. Rice Health Foundation (RHF): a) RHF is working on a capital campaign to support the Rice Rehab Center project and progress continues in this endeavor. b) The Foundation Board held a strategic planning retreat on September 10 and will continue to work on updating the plan over the next few months.
8. Robotics Program: Drs. Lange, Kidd & Bell have done several robotics cases at Rice which have gone very well. The new General Surgeon who will be joining Rice's Medical Staff in February, Dr. Ryan Lussenden, has performed Robotic procedures in the past.

Rice Rehab Center Project Update: 1) Bill Fenske reviewed the timeline for the project: a) The tunnel will be the first portion of the project. The culverts will be delivered on or around October 8 with installation to follow. The sidewalk on the south side of Trott Avenue will also be dug out. b) Value engineering work on a number of areas continues: i) Parking lot. ii) Exterior and interior design work. iii) Third street. Once the new bids have been received for Bid packages 3 A and 6 they will be brought back to the Board for review and final approval.

City Council Report – Audrey Nelsen: 1) A report completed on a recent housing study for the Willmar Community will be presented at 3:00 pm on September 30th at the Health and Human Services building. 2) City Administrator position: 22 applications have been received for the position with the search firm narrowing the field to 11 candidates. At the October 19 meeting the City Council will be receiving additional information on the candidates and the interview process.

Adjournment: There being no further business, the meeting was adjourned at 6:21 p.m.

Submitted by:

Eric Weiberg, Secretary

SUBJECT TO FINAL APPROVAL OF THE MUNICIPAL UTILITIES COMMISSION

WILLMAR MUNICIPAL UTILITIES MINUTES
MUNICIPAL UTILITIES AUDITORIUM
SEPTEMBER 28, 2015

The Municipal Utilities Commission met in its regular meeting on Monday, September 28, 2015 at 11:45 a.m. in the Municipal Utilities Auditorium with the following Commissioners present: Matt Schrupp, Dan Holtz, Carol Laumer, Jeff Nagel, Joe Gimse, Justin Mattern and Abdirizak Mahboub.

Others present at the meeting were: General Manager Wesley Hompe, Director of Operations John Harren, Director of Finance Tim Hunstad, Power Supply Manager Chris Carlson, Customer Service Supervisor Stacy Stien, Power Production Supervisor Jon Folkedahl, Water/Heating Supervisor Joel Braegelman, Administrative Secretary Beth Mattheisen, Power Resources Analyst Michelle Marotzke, City Attorney Robert Scott (via teleconference), and WC Tribune Journalist David Little.

President Schrupp opened the meeting by requesting a resolution to approve the Consent Agenda. Following review and discussion, Commissioner Holtz offered a resolution to approve the Consent Agenda with a minor adjustment to the payment listing (hold placed on BNSF payment for demurrage charges) and the inclusion of the June 2015 Power Supply Report to the agenda (Item #4). Commissioner Laumer seconded,

RESOLUTION NO. 39

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Consent Agenda be approved as presented which includes:

- ❖ Minutes from the September 14, 2015 Commission meeting; and,
- ❖ Bills represented by vouchers No. 144219 to No. 144325 inclusive in the amount of \$3,029,032.16 with a MISO credit in the amount of \$28,755.63, and a Westmoreland Resources (coal) payment in the amount of \$82,527.45.

Dated this 28th day of September, 2015.

President

ATTEST:

Secretary

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

Commissioner Laumer (Chair) reviewed with the Commission the minutes of the September 17th WMU Labor Committee meeting. The main topic of discussion focused on finalizing the annual employment contract including an acceptable total compensation package for General Manager Hompe. Along with the compensation package, a number of language changes and modifications were also incorporated into the revised contract. The employment contract was presented to

General Manager Hompe who accepted the contract in its entirety. Following discussion, Commissioner Laumer offered a motion to approve the minutes of the September 2nd WMU Labor

Committee meeting as presented. Commissioner Gimse seconded the motion which carried by a vote of seven ayes and zero nays.

Commissioner Laumer further informed the Commission that the WMU Labor Committee was recommending a wage increase adjustment from \$126,540 to \$132,500 and also to include a \$400/month car allowance. Following discussion, Commissioner Gimse offered a resolution to approve the wage increase and car allowance for General Manager Hompe. Commissioner Schrupp seconded.

RESOLUTION NO. 41

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that following a positive annual job performance evaluation, that the annual salary for General Manager Wesley Hompe be adjusted from \$126,540 to \$132,500 with a monthly car allowance of \$400 per month payable on the first day of each month during the term of the agreement be approved.”

Dated this 28th day of September, 2015.

President

ATTEST:

Secretary

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

Water/Heating Supervisor Braegleman presented a request to the Commission to approve the bid award for the Southwest Water Treatment Plant Manganese Greensand Replacement Project. Three-qualifying bids were received prior to the bid opening held on September 21st. Following a review by Carollo Engineers (project engineers), it was their recommendation to award the bid to Di-Mar Construction of Hopkins, Minnesota, in the amount of \$296,000, contingent upon receipt of all required contract documents. (Note: The Engineer’s estimate was \$351,600 for the project.) Following discussion, Commissioner Holtz offered a resolution to award the bid for the Southwest Water Treatment Plant Manganese Greensand Replacement Project to Di-Mar Construction in the amount of \$296,000. Commissioner Mattern seconded.

RESOLUTION NO. 42

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the bid for the Southwest Water Treatment Plant Manganese Greensand Replacement Project be awarded to Di-Mar Construction of Hopkins, MN, in the amount of \$296,000, contingent upon receipt of all required documentation.”

Dated this 28th day of September, 2015.

President

ATTEST:

Secretary

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

Power Supply Manager Carlson reviewed with the Commission the June 2015 Power Supply Report. This was for information only.

General Manager Hompe informed the Commission of the newest addition to join the WMU Staff, Kim Wesbur has filled the position of Project Assistant. We're pleased to have Kim join the WMU team!

General Manager Hompe reminded the Commission that due to the Columbus Day holiday, the next regular MUC meeting is scheduled for Tuesday, October 13th.

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

- WMU Planning Committee Meeting – Tues., Sept. 29th @ 11:30 a.m.
- Annual Open House (Public Power Week) – Tues., Oct. 6th @ 4:00-6:30 p.m. (Willmar Civic Center)
- WMU/IBEW Labor Negotiating Session (3rd) – Thurs., Oct. 8th @ 9:00 a.m.

There being no further business to come before the Commission, Commissioner Laumer made a motion to adjourn the meeting. Commissioner Holtz seconded the motion, and the meeting was adjourned at 12:02 p.m. by a vote of seven ayes and zero nays

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Administrative Secretary

ATTEST:

Carol Laumer, Secretary



WILLMAR MUNICIPAL UTILITIES
WMU Labor Committee Meeting Minutes
Willmar Conference Center
Thursday, September 17, 2015 – 1:10 P.M.

Attendees: Commissioners Carol Laumer (Chair), Joe Gimse & Dan Holtz, and General Manager Wesley Hompe.

Committee Chair Laumer called the meeting to order at 1:10 p.m. (immediately following the WMU/IBEW labor negotiation session) by requesting any additions to the agenda.

AGENDA ITEMS:

➤ **Finalize 2016 General Manager Contract & Total Compensation Package:**

The WMU Labor Committee met on August 21st to conduct the annual review of the General Manager's Performance Evaluation. Following the favorable outcome of the performance review, the Labor Committee convened on Sept. 2nd to review the terms and conditions of the General Manager's annual contract and to create a total compensation package that would be acceptable by both parties. The General Manager's contract will be reviewed and revised annually to reflect new and/or altered terms and responsibilities of the position.

The Labor Committee excused General Manager Hompe at 1:12 p.m. to further discuss the terms and conditions of the proposed contract including salary adjustment.

Following discussion, the Labor Committee requested General Manager Hompe rejoin the meeting at 1:22 p.m. at which time Hompe was presented with the proposed 2016 employment agreement for consideration. The agreement contained a total compensation package which included a salary increase and monthly car allowance (along with language revisions and clarifications). Following a review of the proposed employment contract, General Manager Hompe agreed to the terms and conditions of the 2016 General Manager Contract as presented.

Action: Following the acceptance by General Manager Hompe, Commissioner Gimse offered a motion to approve the 2016 Employment Agreement with General Manager Hompe as presented (dated September 1, 2015) and to request formal approval by the full Commission at the September 28th MUC meeting. Commissioner Holtz seconded the motion which carried by a vote of three ayes and zero nays.

➤ **Adjournment:**

There being no further business to come before the WMU Labor Committee, Commissioner Gimse offered a motion to adjourn the meeting at 1:35 p.m. Commissioner Holtz seconded the motion which carried by a vote of three ayes and zero nays.

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
ADVANCE SERVICES INC			.02145											
	43932	09/30/15	SIGN DEPOSIT REF 2015-14	100.00		2015-14		D	N				DEPOSITS-SIGN PE	101.230001
AFFILIATED MED CENTERS			000028											
	43933	09/30/15	NEW HIRE PHYSICALS	1,340.85		4911012/9-15		D	N				SUBSISTENCE OF P	101.42412.0337
APPERT'S FOOD SERVICE			002526											
	43934	09/30/15	CONCESSION SUPPLIES	1,669.84		509160280		D	N				GENERAL SUPPLIES	101.45433.0229
	43934	09/30/15	CONCESSION SUPPLIES	533.22		509230223		D	N				GENERAL SUPPLIES	101.45433.0229
			VENDOR TOTAL	2,203.06		*CHECK TOTAL								
ARROWHEAD SCIENTIFIC INC			002882											
	43935	09/30/15	EVIDENCE SUPPLIES	325.75		81912		D	N				GENERAL SUPPLIES	101.42411.0229
BATTERY WHOLESALE INC			002860											
	43936	09/30/15	BATTERY FOR KEY FOB	4.99		18407WIL		D	N				GENERAL SUPPLIES	101.42411.0229
BERNICK'S PEPSI-COLA CO			000103											
	43937	09/30/15	OFFICE COFFEE	78.96		18622		D	N				GENERAL SUPPLIES	101.43425.0229
BOLLIG INC			002999											
	43938	09/30/15	L.S. DESIGN SERVICES	3,716.00		3242		D	N				PROFESSIONAL SER	432.48504.0446
BRAD'S PLUMBING			001896											
	43939	09/30/15	TEST BACKFLOW PREVENTORS	360.00		6092		D	N				MTCE. OF EQUIPME	651.48484.0334
BRAUN INTERTEC CORPORATI			000117											
	43940	09/30/15	PAVEMENT TESTING	353.00		B030853		D	N				OTHER SERVICES	414.48454.0339
	43940	09/30/15	PROJECT MANAGEMENT	38.25		B030853		D	N				PROFESSIONAL SER	414.48454.0446
			VENDOR TOTAL	391.25		*CHECK TOTAL								
BSE			001980											
	43941	09/30/15	BULBS FOR RUNWAY LTS	493.09		909925359		D	N				MTCE. OF OTHER I	230.43430.0226
BUSINESSWARE SOLUTIONS			002776											
	43942	09/30/15	NETWORK ASSESSMENT	195.00		243082		D	N				PROFESSIONAL SER	101.41409.0446
	43942	09/30/15	PRINT/PAGE COUNT	6.29		243244		D	N				OFFICE SUPPLIES	101.41400.0220
	43942	09/30/15	PRINT/PAGE COUNT	29.23		243244		D	N				OFFICE SUPPLIES	101.41402.0220
	43942	09/30/15	PRINT/PAGE COUNT	8.32		243244		D	N				OFFICE SUPPLIES	101.41403.0220
	43942	09/30/15	PRINT/PAGE COUNT	13.00		243244		D	N				OFFICE SUPPLIES	101.41404.0220
	43942	09/30/15	PRINT/PAGE COUNT	350.79		243244		D	N				OFFICE SUPPLIES	101.41405.0220
	43942	09/30/15	PRINT/PAGE COUNT	50.94		243244		D	N				OFFICE SUPPLIES	101.41409.0220
	43942	09/30/15	PRINT/PAGE COUNT	143.77		243244		D	N				OFFICE SUPPLIES	101.42411.0220
	43942	09/30/15	PRINT/PAGE COUNT	28.85		243244		D	N				OFFICE SUPPLIES	101.43417.0220
	43942	09/30/15	PRINT/PAGE COUNT	181.54		243244		D	N				OFFICE SUPPLIES	101.43425.0220
	43942	09/30/15	PRINT/PAGE COUNT	32.29		243244		D	N				OFFICE SUPPLIES	101.45433.0220
	43942	09/30/15	PRINT/PAGE COUNT	2.13		243244		D	N				OFFICE SUPPLIES	101.45435.0220
	43942	09/30/15	PRINT/PAGE COUNT	98.05		243244		D	N				OFFICE SUPPLIES	651.48484.0220

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
ELECTRIC MOTOR CENTER IN			002713											
	43955	09/30/15	IND. BLOWER MOTOR REPA	3,581.19		65825		D	N				MTCE. OF EQUIPME	651.48484.0224
	43955	09/30/15	IND. BLOWER MOTOR REPA	1,250.00		65825		D	N				MTCE. OF EQUIPME	651.48484.0334
				4,831.19										
			VENDOR TOTAL	4,831.19										
EMD MILLIPORE CORPORATIO			000464											
	43956	09/30/15	LAB SUPPLIES	484.79		7309652		D	N				GENERAL SUPPLIES	651.48484.0229
EMERGENCY RESPONSE SOLUT			003048											
	43957	09/30/15	FIREFIGHTER HELMET	233.11		4832		D	N				SUBSISTENCE OF P	101.42412.0227
ERIC'S AVIATION SERVICES			002998											
	43958	09/30/15	ON SITE MGMT SERV-OCT	6,428.00		STMT/10-15		D	N				PROFESSIONAL SER	230.43430.0446
FARM-RITE EQUIPMENT			003002											
	43959	09/30/15	#080492-HYD. COUPLER	90.69		P05713		D	N				MTCE. OF EQUIPME	101.43425.0224
	43959	09/30/15	#142781-OIL FILTERS	24.66		P06045		D	N				MTCE. OF EQUIPME	101.43425.0224
	43959	09/30/15	TRENCHER RENTAL	150.00		R01274		D	N				RENTS	101.43425.0440
				265.35										
			VENDOR TOTAL	265.35										
FELT			*PETTY CASH/JIM											
	43960	09/30/15	TO REIMBURSE PETTY CASH	27.62		091715		D	N				POSTAGE	101.42411.0223
	43960	09/30/15	TO REIMBURSE PETTY CASH	91.07		091715		D	N				SUBSISTENCE OF P	101.42411.0227
	43960	09/30/15	TO REIMBURSE PETTY CASH	56.66		091715		D	N				GENERAL SUPPLIES	101.42411.0229
				175.35										
			VENDOR TOTAL	175.35										
FERGUSON ENTERPRISES INC			000810											
	43961	09/30/15	GUTTERS/DOWN SPOUT MAT'L	159.05		3645016		D	N				MTCE. OF STRUCTU	101.45427.0225
FIBERLINK COMMUNICATIONS			003102											
	43962	09/30/15	MDM DEVICE LICENSES	1,638.10		INV150921		D	N				PREPAID EXPENSES	101.128000
	43962	09/30/15	MDM DEVICE LICENSES	327.50		INV150921		D	N				LICENSES AND TAX	101.41409.0445
				1,965.60										
			VENDOR TOTAL	1,965.60										
FLOOR TO CEILING STORE			000274											
	43963	09/30/15	FLOOR REPAIR-MATERIALS	137.98		123780		D	N				MTCE. OF STRUCTU	101.41409.0225
	43963	09/30/15	FLOOR REPAIR-LABOR	145.00		123780		D	N				MTCE. OF STRUCTU	101.41409.0335
				282.98										
			VENDOR TOTAL	282.98										
FLUID DYNAMICS			003039											
	43964	09/30/15	IND. GBT PRESSURE SWITCH	684.08		1403760		D	N				MTCE. OF EQUIPME	651.48484.0224
GENERAL MAILING SERVICES			000293											
	43965	09/30/15	POSTAGE 08/31 - 09/04/15	5.99		16303		D	N				POSTAGE	101.41400.0223
	43965	09/30/15	POSTAGE 08/31 - 09/04/15	18.16		16303		D	N				POSTAGE	101.41401.0223

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VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
KANDIYOHI CO AUDITOR 000376 43981 09/30/15 SPECIAL ASSMNT CARDS	855.00		082815		D N	OTHER SERVICES	414.48451.0339
KANDIYOHI CO RECYCLING A 002296 43982 09/30/15 LAMP RECYCLING	27.50		161		D N	CLEANING AND WAS	101.43425.0338
KING/VINCENT 001264 43983 09/30/15 REVIEW RECORDING SYSTEM	9.00		706		D N	SUBSISTENCE OF P	101.42411.0227
KING'S ELECTRIC LLC 003138 43984 09/30/15 REPAIR EXIT/BACK UO LTS	65.06		212		D M 07	MTCE. OF STRUCTU	101.45435.0225
43984 09/30/15 REPAIR EXIT/BACK UO LTS	57.00		212		D M 07	MTCE. OF STRUCTU	101.45435.0335
43984 09/30/15 CIVIL DEF. SIREN HOOKUP	432.11		215		D M 07	CIVIL DEFENSE	101.42428.0809
	554.17	*CHECK	TOTAL				
VENDOR TOTAL	554.17						
LAB DEPOT/THE 003201 43985 09/30/15 EVIDENCE SUPPLIES	150.91		1022133		D N	GENERAL SUPPLIES	101.42411.0229
LIFELINE INC 003191 43986 09/30/15 DEFIBRILLATOR PADS	204.08		LL-6647		D N	GENERAL SUPPLIES	101.42411.0229
LINCOLN FINANCIAL GROUP 002789							
43987 09/30/15 LIFE INSURANCE-OCTOBER	17.33		M291		D N	COBRA INS PREMIU	101.120001
43987 09/30/15 LIFE INSURANCE-OCTOBER	12.50		M291		D N	EMPLOYER INSUR.	101.41400.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	62.50		M291		D N	EMPLOYER INSUR.	101.41402.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	20.83		M291		D N	EMPLOYER INSUR.	101.41403.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	37.50		M291		D N	EMPLOYER INSUR.	101.41404.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	50.00		M291		D N	EMPLOYER INSUR.	101.41405.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	12.50		M291		D N	EMPLOYER INSUR.	101.41408.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	50.00		M291		D N	EMPLOYER INSUR.	101.41409.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	4.17		M291		D N	EMPLOYER INSUR.	101.41424.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	1,410.70		M291		D N	INS. PASS THROUG	101.41428.0819
43987 09/30/15 LIFE INSURANCE-OCTOBER	475.00		M291		D N	EMPLOYER INSUR.	101.42411.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	37.50		M291		D N	EMPLOYER INSUR.	101.42412.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	56.25		M291		D N	EMPLOYER INSUR.	101.43417.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	240.00		M291		D N	EMPLOYER INSUR.	101.43425.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	12.50		M291		D N	EMPLOYER INSUR.	101.45432.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	25.00		M291		D N	EMPLOYER INSUR.	101.45433.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	7.50		M291		D N	EMPLOYER INSUR.	101.45435.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	6.25		M291		D N	EMPLOYER INSUR.	101.45437.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	115.00		M291		D N	EMPLOYER INSUR.	651.48484.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	12.50		M291		D N	EMPLOYER INSUR.	651.48485.0114
43987 09/30/15 LIFE INSURANCE-OCTOBER	12.50		M291		D N	EMPLOYER INSUR.	651.48486.0114
	2,678.03	*CHECK	TOTAL				
VENDOR TOTAL	2,678.03						
LITTLE FALLS MACHINE INC 000928 43988 09/30/15 PLOW-SADDLE/SHAFT/NUTS	2,511.49		00056629		D N	MTCE. OF EQUIPME	101.43425.0224

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MARINE RESCUE PRODUCTS I			001496											
	43991	09/30/15	WEATHER/OPEN-CLOSE FLAG	27.75		36155		D	N				GENERAL SUPPLIES	101.45437.0229
MATHESON TRI-GAS INC			002898											
	43992	09/30/15	WELDING GAS	67.15		11908488		D	N				GENERAL SUPPLIES	101.45433.0229
MBPTA			001749											
	43993	09/30/15	BONNEMA-SEMINAR REGIS.	75.00		092815		D	N				TRAVEL-CONF.-SCH	101.41402.0333
MCKALE'S CATERING			002208											
	43994	09/30/15	LEISURE COMMITTEE LNCHS	98.86		6652		D	N				TRAVEL-CONF.-SCH	208.45005.0333
MENARDS			000449											
	43995	09/30/15	STORAGE SUPPLIES	65.88		83988		D	N				GENERAL SUPPLIES	101.45433.0229
	43995	09/30/15	PNEUMATIC STAPLER	41.98		84763		D	N				SMALL TOOLS	101.45435.0221
	43995	09/30/15	TOOL COMBO KIT	204.98		84763		D	N				SMALL TOOLS	101.45435.0221
	43995	09/30/15	CLEANING SUPPLIES	43.24		85027		D	N				CLEANING AND WAS	101.45433.0228
	43995	09/30/15	PAINT FOR DESK TRIM	3.87		85204		D	N				MTCE. OF EQUIPME	101.43417.0224
	43995	09/30/15	CABLE TIES/SUPPLIES	28.82		85487		D	N				GENERAL SUPPLIES	651.48486.0229
	43995	09/30/15	DRILL BIT EXTENSION	6.99		85559		D	N				SMALL TOOLS	651.48484.0221
	43995	09/30/15	BASE BOARD TRIM	25.45		85899		D	N				MTCE. OF STRUCTU	101.41408.0225
			VENDOR TOTAL	421.21										
				421.21										
													*CHECK TOTAL	
METRO SALES INC			003016											
	43996	09/30/15	COPIER MTCE 9/12-10/11	244.35		INV349099		D	N				MTCE. OF EQUIPME	741.48001.0334
MINI BIFF LLC			001805											
	43997	09/30/15	TOILET RENTALS-SEP	48.77		A-73890		D	N				RENTS	101.43425.0440
MINNEAPOLIS FINANCE DEPA			000466											
	43998	09/30/15	AUTO PAWN TRANS FEE-AUG	274.50		400413006360		D	N				PROFESSIONAL SER	101.42411.0446
MN BEST ROBOTICS			.02301											
	43999	09/30/15	COMPETITION SPONSORSHIP	250.00		15-004		D	N				OTHER CHARGES	208.45013.0449
MN DEPT OF REVENUE			000492											
	216	09/18/15	SALES TAX-AUGUST	1,220.00		STMT/8-15		M	N				SALES TAX PAYABL	101.206000
	216	09/18/15	USE TAX-AUGUST	113.02		STMT/8-15		M	N				SALES TAX PAYABL	101.206000
	216	09/18/15	USE TAX-AUGUST	8.52CR		STMT/8-15		M	N				SMALL TOOLS	101.41409.0221
	216	09/18/15	USE TAX-AUGUST	4.24CR		STMT/8-15		M	N				MTCE. OF EQUIPME	101.41409.0224
	216	09/18/15	USE TAX-AUGUST	1.80CR		STMT/8-15		M	N				GENERAL SUPPLIES	101.41409.0229
	216	09/18/15	USE TAX-AUGUST	1.06CR		STMT/8-15		M	N				GENERAL SUPPLIES	101.42411.0229
	216	09/18/15	USE TAX-AUGUST	0.62CR		STMT/8-15		M	N				OFFICE SUPPLIES	101.42412.0220
	216	09/18/15	DIESEL FUEL TAX-AUGUST	149.40		STMT/8-15		M	N				MOTOR FUELS AND	101.43425.0222
	216	09/18/15	USE TAX-AUGUST	99.06		STMT/8-15		M	N				MOTOR FUELS AND	101.43425.0222
	216	09/18/15	USE TAX-AUGUST	3.62CR		STMT/8-15		M	N				SMALL TOOLS	101.45433.0221
	216	09/18/15	USE TAX-AUGUST	4.92		STMT/8-15		M	N				MOTOR FUELS AND	101.45433.0222
	216	09/18/15	USE TAX-AUGUST	5.87CR		STMT/8-15		M	N				MTCE. OF STRUCTU	101.45433.0225
	216	09/18/15	USE TAX-AUGUST	4.05CR		STMT/8-15		M	N				MTCE. OF STRUCTU	101.45433.0225

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
NCL OF WISCONSIN INC			001627 VENDOR TOTAL	569.13										
NEXTEL COMMUNICATION			000578											
44007	09/30/15	CELL PHONE USAGE-AUG		2,161.22		317498885-088		D	N				COMMUNICATIONS	101.41409.0330
OFFICE SERVICES			000589											
44008	09/30/15	PHOTO COPIES 08/15-09/15		30.89		STMT/8-15		D	N				OFFICE SUPPLIES	101.41401.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		27.83		STMT/8-15		D	N				OFFICE SUPPLIES	101.41401.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		105.38		STMT/8-15		D	N				OFFICE SUPPLIES	101.41402.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		50.55		STMT/8-15		D	N				OFFICE SUPPLIES	101.41402.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		36.67		STMT/8-15		D	N				OFFICE SUPPLIES	101.41403.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		37.95		STMT/8-15		D	N				OFFICE SUPPLIES	101.41403.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		41.93		STMT/8-15		D	N				OFFICE SUPPLIES	101.41404.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		26.18		STMT/8-15		D	N				OFFICE SUPPLIES	101.41404.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		35.77		STMT/8-15		D	N				OFFICE SUPPLIES	101.41405.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		6.30		STMT/8-15		D	N				OFFICE SUPPLIES	101.41405.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		11.99		STMT/8-15		D	N				OFFICE SUPPLIES	101.41409.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		6.60		STMT/8-15		D	N				OFFICE SUPPLIES	101.41409.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		39.95		STMT/8-15		D	N				OFFICE SUPPLIES	101.43417.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		13.88		STMT/8-15		D	N				OFFICE SUPPLIES	101.43417.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		13.73		STMT/8-15		D	N				OFFICE SUPPLIES	101.43425.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		28.65		STMT/8-15		D	N				OFFICE SUPPLIES	101.43425.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		210.39		STMT/8-15		D	N				OFFICE SUPPLIES	101.45432.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		28.65		STMT/8-15		D	N				OFFICE SUPPLIES	101.45432.0220
44008	09/30/15	PHOTO COPIES 08/15-09/15		0.47		STMT/8-15		D	N				OFFICE SUPPLIES	651.48484.0220
			VENDOR TOTAL	753.76		*CHECK TOTAL								
				753.76										
PLUMBING & HEATING OF WI			000618											
44009	09/30/15	REMOVED STACK-PARTS		227.00		20442		D	N				MTCE. OF STRUCTU	101.41408.0225
44009	09/30/15	REMOVED STACK-LABOR		828.75		20442		D	N				MTCE. OF STRUCTU	101.41408.0335
44009	09/30/15	REPAIR HTG SYSTEM LEAK		27.10		20448		D	N				MTCE. OF STRUCTU	101.45427.0225
44009	09/30/15	REPAIR HTG SYSTEM LEAK		467.50		20448		D	N				MTCE. OF STRUCTU	101.45427.0335
			VENDOR TOTAL	1,550.35		*CHECK TOTAL								
				1,550.35										
POMP'S TIRE SERVICE INC			003170											
44010	09/30/15	TIRES FOR SQUADS		1,929.20		210182595		D	N				MTCE. OF EQUIPME	101.42411.0224
44010	09/30/15	TIRES FOR SQUADS		445.62		210182596		D	N				MTCE. OF EQUIPME	101.42411.0224
44010	09/30/15	TIRES FOR SQUADS		738.48		210182962		D	N				MTCE. OF EQUIPME	101.42411.0224
44010	09/30/15	TIRES FOR SQUADS		740.58		210182963		D	N				MTCE. OF EQUIPME	101.42411.0224
44010	09/30/15	TIRES FOR SQUADS		222.54		210188655		D	N				MTCE. OF EQUIPME	101.42411.0224
			VENDOR TOTAL	4,076.42		*CHECK TOTAL								
				4,076.42										
PRO ACTION			001782											
44011	09/30/15	BODY ARMOR VEST CARRIER		228.00		13290		D	N				SUBSISTENCE OF P	101.42411.0227

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
WEST CENTRAL TROPHIES			000808											
			VENDOR TOTAL	582.50										
WILLMAR CHAMBER OF COMME			000812											
	44041	09/30/15	MAIL PICKUP FEE-AUGUST	50.00		42877		D	N				POSTAGE	208.45005.0223
	44041	09/30/15	IT SERVICES 8/12-9/11	51.78		42879		D	N				COMMUNICATIONS	208.45005.0330
	44041	09/30/15	FISCHER-RED CARPET EVENT	75.00		42907		D	N				TRAVEL-CONF.-SCH	208.45005.0333
			VENDOR TOTAL	176.78										
				176.78										
			*CHECK TOTAL											
WILLMAR DOWNTOWN DEVELOP			002348											
	44042	09/30/15	EXPENSE REIMBURSEMENT	4,951.38		8/20-9/24/15		D	N				CIVIC PROMOTION	101.45428.0812
WILLMAR PRECAST COMPANY			001060											
	44043	09/30/15	MANHOLE GASKET MAT'L	86.48		083115PW		D	N				MTCE. OF OTHER I	101.43425.0226
WILLMAR STINGERS BASEBAL			002814											
	44044	09/30/15	2016 SEASON TICKETS	418.00		083115		D	N				PREPAID EXPENSES	208.128000
WINDSTREAM			002100											
	44045	09/30/15	PHONE SERVICE-AUG	53.88		STMT/8-15		D	N				COMMUNICATIONS	101.45433.0330
WOLFE COMMUNICATIONS			003051											
	44046	09/30/15	SHIPPING CHARGES	5.75		7687		D	N				POSTAGE	101.42412.0223
3D SPECIALITIES INC			002726											
	44047	09/30/15	SIGN POSTS	326.22		450097		D	N				MTCE. OF OTHER I	101.43425.0226

ACS FINANCIAL SYSTEM
10/01/2015 08:48:01

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR
GL540R-V07.27 PAGE 17

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
REPORT TOTALS:				603,642.92										

RECORDS PRINTED - 000408

Vendor Payments History Report

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	88,931.79
208	CONVENTION & VISITORS BUREAU	1,046.46
230	WILLMAR MUNICIPAL AIRPORT	9,843.97
295	COMMUNITY INVESTMENT	4,172.22
414	S.A.B.F. - #2014	58,992.43
415	S.A.B.F. - #2015	145,818.18
432	C.P. - WASTE TREATMENT	115,202.96
450	CAPITAL IMPROVEMENT FUND	101,578.98
651	WASTE TREATMENT	76,774.32
741	OFFICE SERVICES	1,281.61
TOTAL ALL FUNDS		603,642.92

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	603,642.92
TOTAL ALL BANKS		603,642.92

City of Willmar, Minnesota Building Inspection Report

From 09/01/2015 To 09/30/2015

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
23162	9/22/2015	KELLY MORALES 629 CHARLOTTE Street SE	95-222-1280 L 8; B 7 FERRING'S 2ND ADDITION	Residential Add/Alter Residential/Alteration	REROOF GARAGE	\$2,500.00	\$66.35
23165	9/10/2015	KELLI JOHNSON 721 5TH Street SE	95-250-0290 L 9; B 2 GLARUM'S ADDITION	Residential Add/Alter Residential/Alteration	RESHINGLE AND RESIDE RESIDENCE	\$9,800.00	\$94.90
23238	9/21/2015	HARLAN ANDERSON 2205 15TH Street SW	95-696-0220 L 2; B 3 RICHLAND ACRES	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$7,000.00	\$33.50
23265	9/3/2015	CHRIS BUZZIO 1500 15TH Avenue SW	95-863-0570 L 7; B 3 WEST PARK 4TH ADDITION	Residential Add/Alter Drainage system	INSTALL INTERIOR DRAINAGE SYSTEM	\$3,300.00	\$123.80
23268	9/14/2015	CROWN CASTLE USA 312 24TH Avenue SW	95-680-0730 L 3-4; B 4 PORTLAND ACRES ADDITION	Commercial Add/Alter Commercial/Alteration	UPGRADE AT&T EQUIPMENT	\$7,000.00	\$209.34
23278	9/8/2015	WILLMAR TEN INVESTORS PANDA GARDENS 1305 1ST Street S	95-923-8620 L ; B S 23; T 119; R 35	Commercial Add/Alter Commercial/Alteration	REMODEL AND EXPANSION	\$200,000.00	\$2,388.96

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
23282	9/14/2015	WILLMAR REDEVOLPEMENT CO. LLC SERVIN PLUMBING 1400 LAKELAND Drive NE LOT 55	95-980-5550 L 55; B NORTHLAND SQUARE MHP	Mobile Home In/Out Mobil Home Transport	MOVE IN 1997, 16 X 80, LIBERTY, #06L28992	\$0.00	\$75.00
23283	9/8/2015	RICHARD GRAF 810 CAMPBELL Avenue NW	95-003-0760 L 5-6; B 7 ORIGINAL CITY	Move/Raze Demolition	DEMOLISH RESIDENTIAL STRUCTURE	\$0.00	\$75.00
23285	9/14/2015	DAVID GRAVGUARD 1021 MEADOW Lane SW	95-600-0630 L 3; B 4 ORCHARD HILL, NURSERY A	Garage/Shed Accessory Building	CONSTRUCT 12' X 18' GARDEN SHED	\$8,328.96	\$213.81
23286	9/14/2015	WILLMAR REDEVELOPEMENT CO. LL 1400 LAKELAND Drive NE LOT #19	95-980-5190 L 19; B NORTHLAND SQUARE MHP	Mobile Home In/Out Mobil Home Transport	MOVE IN 1999, SCHULT, 16' X 80', #R288033	\$0.00	\$75.00
23288	9/14/2015	HARVEY UKEN 824 6TH Street SW	95-090-0260 L PT OF 6-7; B C BOOTH'S ADDITION	Residential Add/Alter Install Egress Window	INSTALL EGRESS WINDOW	\$500.00	\$29.65
23289	9/14/2015	GAYLE LIEBE 505 15TH Street SW	95-015-0530 L 13-14; B 4 FOURTH RAILROAD ADDITIO	Residential Add/Alter Residential/Alteration	RESIDENTIAL REROOFING, SIDI NG AND WINDOWS	\$30,000.00	\$105.00
23291	9/17/2015	STEPHEN JENNINGS 609 36TH Street NW	95-833-0220 L 2; B 3 VALLEY BROOK ESTATES	New Single-Family Dwelling New Residence	NEW HOME AND GARAGE	\$274,706.07	\$2,604.50

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
23294	9/14/2015	MINNWEST TECHNOLOGY 1717 16TH Street NE	95-508-0180 L UNIT 11; B MINNWEST TECH. CIC#40	Commercial Add/Alter Commercial/Alteration	REMODEL LOWER LEVEL INTO OFFICES	\$120,000.00	\$1,688.96
23296	9/14/2015	DENNIS KLINE 1612 7 1/2 Street SW	95-664-0410 L 11; B 3 PERKIN'S 4TH ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$2,500.00	\$31.25
23297	9/24/2015	LUIS GARCIA GONZALEZ & JOHANNA 1215 QUINCY Avenue SW	95-690-1060 L 6; B 6 RAMBLEWOOD ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$2,000.00	\$31.00
23299	9/10/2015	JULIA GONZALEZ 3209 1ST Avenue NW	95-329-0010 L 1; B 1 HILLS WESTSIDE ADDITION	Residential Add/Alter Residential/Alteration	REPAIRS TO FIRE DAMAGED RESIDENCE	\$16,268.70	\$357.78
23300	9/14/2015	SKYLARK MALL 1604 1ST Street S	95-922-6820 L ; B S 22; T 119; R 35	Commercial Add/Alter Commercial/Alteration	REMODEL OFFICE SPACE	\$43,600.00	\$881.04
23301	9/14/2015	WILLMAR AREA FOOD SHELF 624 PACIFIC Avenue SW	95-226-0010 L 1; B 1 FOOD SHELF ADDITION	Commercial Add/Alter Commercial/Alteration	SITE WORK/ FDN. FOR FUTURE ADDN.	\$120,000.00	\$1,688.96
23302	9/17/2015	MATTHEW D DAWSON 1010 MEADOW Lane SW	95-600-0030 L 3-4 & PT OF 10; B 1 ORCHARD HILL, NURSERY A	Residential Add/Alter Remodel	INTERIOR REMODEL & ADD BATHROOM	\$3,000.00	\$106.15

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
23307	9/17/2015	AMERICAN WELDING HENCO PROPERTIES 1909 HIGHWAY 12 W	95-916-4405 L ; B S 16; T 119; R 35	Commercial New Commercial	CONSTRUCT NEW TANK PADS	\$58,970.00	\$1,070.64
23308	9/17/2015	BULLETPROOF MECHANICAL SERVI 321 FERRING Street SE	95-220-1150 L PT OF 3-6; B 9 FERRING'S ADDITION	Commercial Add/Alter Commercial/Alteration	REMOVE PAINT BOOTH, REPAIR/INSULAT E ROOF,SIDING	\$22,000.00	\$526.21
23309	9/17/2015	CURT PERSON 700 ELLA Avenue NW	95-540-0350 L 1 OF LOT 3; B 3 NELSON'S ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$7,000.00	\$33.50
23310	9/24/2015	ROBBIE HJELLE 1212 CAROLINA Avenue SW	95-200-0020 L 2; B 1 ERICKSON'S SUBDIVISION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$2,500.00	\$31.25
23313	9/17/2015	RYAN TRAUlich 300 17TH Street NW	95-146-0010 L 1; B 1 DISTRICT 347 17 ST NW ADD	Residential Add/Alter Siding	RESIDENTIAL SIDING	\$2,000.00	\$51.00
23315	9/17/2015	STEVE LOTTMAN 715 TROTT Avenue SW	95-006-0520 L PT OF 13-14; B 60 FIRST ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$1,000.00	\$30.50
23316	9/21/2015	TONYA WITTMAN 1705 7 1/2 Street SW	95-922-6680 L ; B S 22; T 119; R 35	Residential Add/Alter Remodel	FINISH ATTIC	\$8,000.00	\$196.15

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
23322	9/24/2015	RODNEY ZIEHL 302 BECKER Avenue SE	95-740-0440 L PT OF 13-14; B 3 SPICER'S ADDITION	Move/Raze Demolition	REMOVE GARAGE	\$0.00	\$30.00
23324	9/28/2015	JUSTIN BOS 920 MINNESOTA Avenue SW	95-006-0220 L 8 & PT OF 9; B 58 FIRST ADDITION	Residential Add/Alter Accessory Building	INSTALL 8 REINFORCEMEN T PIERS	\$11,200.00	\$267.75
23325	9/24/2015	CHERYL JOHNSON 1026 2ND Street SE	95-252-0070 L 6; B 10 GLARUM'S 2ND ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$1,000.00	\$30.50
23327	9/24/2015	DEB BRAMSETH 912 GORTON Avenue NW	95-003-0330 L PT OF 7-9; B 3 ORIGINAL CITY	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$4,450.00	\$32.23
23329	9/24/2015	JEFF BAUMAN 926 5TH Street SE	95-250-1470 L 7-8; B 7 GLARUM'S ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOFING	\$7,000.00	\$33.50
23330	9/30/2015	RUNNINGS 3031 1ST Street S	95-926-0055 L ; B S 26; T 119N; R 35W	Commercial Add/Alter Commercial/Alteration	INTERIOR REMODEL FOR ARCHERY LANE	\$25,400.00	\$589.79
23331	9/24/2015	ROBERT THOMPSON 408 TROTT Avenue SE	95-740-1440 L PT OF 12-14; B 9 SPICER'S ADDITION	Residential Add/Alter Reroofing	REROOF GARAGE	\$400.00	\$30.20

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
23332	9/28/2015	CENTRAL LAKES CO-OP 2550 HIGHWAY 12 E	95-885-3060 L ; B S 13; T 119N; R 35W	Commercial Add/Alter Commercial/Alteration	REMODEL FOR HOT STUFF INSTALLATION	\$8,000.00	\$230.46
23334	9/24/2015	ROBERT MALMGREN 1401 10TH Street SW	95-800-0100 L 10; B 1 TERWISSCHA'S ADDITION	Residential Add/Alter Reroofing	REROOF GARAGE AND PORCH	\$5,800.00	\$32.90
23335	9/24/2015	DONATO MOTA 215 4TH Street SW	95-003-3200 L PT OF 10-12; B 29 ORIGINAL CITY	Commercial Add/Alter Reroofing	COMMERCIAL REROOF	\$18,345.50	\$283.92
23336	9/24/2015	ELDON AALDERKS 1209 RAMBLEWOOD Avenue SW	95-690-1580 L 8; B 8 RAMBLEWOOD ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$3,500.00	\$31.75
23337	9/28/2015	MIRANDA OLSON 504 14TH Street SE	95-184-0920 L 2; B 7 ERICKSON'S 3RD ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$1,300.00	\$30.65
23338	9/28/2015	ISD #347 WILLMAR HIGH SCHOOL 2701 30TH Street NE	95-901-0100 L ; B S 1; T 119N; R 35W	Commercial New Garage	CONSTRUCT 20' X 20' STORAGE BLDG.	\$20,532.00	\$504.86
23339	9/28/2015	EUNICE PEARSON 501 12TH Street NW	95-820-1330 L PT OF 2; B 7 THORPE & LIEN'S ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$7,000.00	\$33.50

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
23340	9/24/2015	JUSTIN KRUEGER 702 LITCHFIELD Avenue SE	95-220-0310 L PT OF 1-2; B 3 FERRING'S ADDITION	Move/Raze Demolition	DEMO DETACHED GARAGE	\$0.00	\$30.00
23345	9/28/2015	RON ISAACSON 605 26TH Avenue SW	95-683-0480 L PT OF 8; B 4 PORTLAND ACRES 3RD ADD	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$2,580.00	\$31.29
23346	9/28/2015	WILLMAR REDEVOPLEMENT CO, LLC 1400 LAKELAND Drive NE LOT #22	95-980-5220 L 22; B NORTHLAND SQUARE MHP	Mobile Home In/Out Mobil Home Transport	MOVE IN 1991- HIGHLANDER, 16' X 76'. #HF2585	\$0.00	\$75.00
23347	9/28/2015	WILLMAR REDEVOLPEMENT CO. LLC 1400 LAKELAND Drive NE LOT #53	95-980-5530 L 53; B NORTHLAND SQUARE MHP	Mobile Home In/Out Mobil Home Transport	MOVE IN 1989- FRIENDSHIP, 16' X 74', #MY896258V	\$0.00	\$75.00
23348	9/28/2015	WILLMAR REDEVOLPEMENT CO, LLC 1400 LAKELAND Drive NE LOT #14	95-980-5140 L 14; B NORTHLAND SQUARE MHP	Mobile Home In/Out Mobil Home Transport	MOVE IN 1992 - HIGHLANDER, 16' X 70', #HG3232	\$0.00	\$75.00
23349	9/30/2015	DARREL ERICKSON 612 RUSSELL Street NW	95-820-0930 L 1, 2 & PT OF 4,&11; B 5 THORPE & LIEN'S ADDITION	Garage/Shed Garage	26 X 40 DETACHED GARAGE	\$40,102.40	\$711.30
23350	9/30/2015	DARREL ERICKSON 612 RUSSELL Street NW	95-820-0930 L 1, 2 & PT OF 4 & 11; B 5 THORPE & LIEN'S ADDITION	Move/Raze Removal/Building	GARAGE REMOVAL	\$0.00	\$30.00

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
23351	9/30/2015	JAMES & MARLA KUBESH 417 9TH Street SE	95-530-0050 L 4; B NABER'S ADDITION	Residential Add/Alter Finish Basement	FINISH BASEMENT & BEVER SYSTEM	\$8,000.00	\$196.15

Current Year Current Month Totals	49	\$1,116,583.63	\$16,204.95
Previous Year Current Month Valuation		\$20,812,748.27	
Current YTD Valuation From 01/01/2015 To 09/30/2015		\$27,065,020.06	
Previous YTD Valuation		\$43,863,412.11	

**MINUTES OF SPECIAL MEETING
OF THE
WILLMAR HOUSING AND REDEVELOPMENT AUTHORITY
AND THE
KANDIYOHI COUNTY HOUSING AND REDEVELOPMENT AUTHORITY
BOARD OF COMMISSIONERS**

Wednesday, August 19, 2015

CALL TO ORDER/ROLL CALL

The Joint Special Meeting of the Willmar HRA Board of Commissioners and the Kandiyohi County HRA Board of Commissioners was called to order by KCHRA/WHRA Chair Kerry Johnson on Wednesday, August 19, 2015 at 12:00 p.m. in the HRA Conference Room located at the Kandiyohi County Health and Human Services Building, Suite 2090, Willmar, MN.

Willmar HRA Board members present included Chair Kerry Johnson and Vice-Chair Ryan Tillemans. Secretary Luz Gonzalez was absent.

Kandiyohi County HRA Board members present on roll-call were Chair Kerry Johnson, Vice-Chair Ryan Tillemans, Secretary Bev Schafer, Commissioner Dawn Witt, and Commissioner Jeanna Lilleberg. Commissioner Mary Sundin was not present on roll call but arrived at 12:01 p.m. Commissioner Luz Gonzalez was absent.

Others present included: Kandiyohi County Board Liaison Rollie Nissen; Willmar City Council Liaison Steve Ahmann; Executive Director Jill Bengtson and Administrative Coordinator Nikki Ilgen.

The purpose of the Joint HRA meeting was to conduct August regular business.

AGENDA

Executive Director Bengtson requested adding a Subordination Request under New Business-6D. Secretary Schafer made a motion to accept the agenda with the addition and Commissioner Witt seconded the motion which was approved (6) Ayes, (0) Nays.

MINUTES

A motion to approve the July 15, 2015 minutes as presented was made by Commissioner Witt and seconded by Vice-Chair Tillemans which carried (6) Ayes, (0) Nays.

APPROVAL OF ACCOUNTS PAYABLE

The Willmar HRA Board Resolution No. 16-1937 authorizing Accounts Payable for the month of July 2015 was introduced for approval by WHRA Vice-Chair Tillemans, seconded by WHRA Chair Johnson and approved on a roll-call vote of (2) Ayes, (0) Nays.

RESOLUTION NO. 16-1937

WHEREAS, there is now before the Housing and Redevelopment Authority In and For the City of Willmar, Minnesota, for consideration the question of claims for payment, expenditures of which are all itemized, and

WHEREAS, said claims are set forth and itemized, have now been approved for payment by the Executive Director, having fully inspected and examined said claims;

NOW, THEREFORE BE IT RESOLVED by the Housing and Redevelopment Authority In and For the City of Willmar, Minnesota, that the Executive Director be and is hereby authorized to execute, issue, and deliver checks and warrants for the total amount of \$78,343.88 for July 2015 expenditures summarized as follows:

General Administration: \$31,586.32
Public Housing: \$32,622.56
Bridges to Bridges: \$13,431.00
Bridges RTC: \$704.00

APPROVED, this 19th day of August, 2015 by the Willmar HRA Board of Commissioners, in Willmar, MN.

Kerry Johnson, Chair

ATTEST:
Beverly Schafer, Secretary

The Kandiyohi County HRA Board Resolution 2016-25 authorizing Accounts Payable and Payroll reports for the month of July 2015 was introduced for approval by Secretary Schafer, seconded by Commissioner Sundin and approved unanimously (6) Ayes, (0) Nays.

RESOLUTION NO. 2016-25

WHEREAS, there is now before the Housing and Redevelopment Authority of Kandiyohi County, Minnesota, for consideration the question of claims for payment, expenditures of which are all itemized, and

WHEREAS, said claims are set forth and itemized, have now been approved for payment by the Executive Director, having fully inspected and examined said claims;

NOW, THEREFORE BE IT RESOLVED by the Kandiyohi County HRA that the Executive Director be and is hereby authorized to execute, issue, and deliver checks and warrants for the total amount of \$455,104.06 for July 2015 expenditures summarized as follows:

Kandi Townhomes: \$6,497.28
Section 8 Voucher: \$105,915.88
MURL Program: \$191.95
TL Program: \$4,475.78
General Admin 2: \$2,541.20
General Admin: \$149,543.98
Public Housing: \$39,301.22
Bridges: \$3,845.00
Country View Place: \$3,656.88
Shelter Plus Care: \$7,045.37
Dana Heights: \$13,881.69
West Central Mental Health Housing: \$2,038.11
Westwind Townhomes: \$13,125.40
Highland Apartments LP: \$30,140.67
Highland Apartments GP: \$11,421.33

Wages, FICA, FUTA, SUTA: \$61,782.32

APPROVED, this 19th day of August, 2015 by the Willmar HRA Board of Commissioners, in Willmar, MN.

Kerry Johnson, Chair

ATTEST:

Beverly Schafer, Secretary

PROGRAM REPORTS

Administrative Coordinator Ilgen reviewed the Properties Report, Rental Assistance Report for both the Willmar and Kandiyohi County HRAs.

NEW BUSINESS

Willmar Housing and Redevelopment Authority Subordination Request Form

Executive Director Bengtson explained that the HRA has received the presented Subordination Request from Historic 313 on 4th Street. LLC. If approved the \$10,800 Loan from the HRA would be in fifth position behind North American State Bank, South West Initiative Fund, Kandiyohi County & City of Willmar Economic Development Commission and Mid-Minnesota Development Commission. Secretary Schafer made a motion to approve the Subordination Request for Historic 313 on 4th Street. LLC which was seconded by Commissioner Lilleberg and carried (6) Ayes, (0) Nays

Annual Board of Commissioner Conflict of Interest Policy Review and Disclosure

The Commissioners reviewed the Conflict of Interest Policy and completed the disclosure forms.

Designation of Official Newspaper for HRA Legal/Public Notices

Commissioner Lilleberg moved to designate the West Central Tribune as the official publication for HRA legal/public notices. Commissioner Witt seconded the motion, which carried by (6) Ayes, (0) Nays.

Country View Funding Award Resolution 2016-26

Executive Director Bengtson presented Resolution 2016-26 – Country View Place Funding Award for HRA Board consideration. Commissioner Lilleberg made a motion to approve Resolution 2016-26 which was seconded by Vice-Chair Tillemans and carried (6) Ayes, (0) Nays.

RESOLUTION NO. 2016-26 Country View Place Funding Award

WHEREAS, the Board of Commissioners of the Kandiyohi County Housing and Redevelopment Authority (hereinafter referred to as Kandiyohi County HRA), owns and operates Country View Place having the address of 910, 912, 914, 916, 918 and 920 SE 20th Ave, Willmar MN;

WHEREAS, the Kandiyohi County HRA has been awarded an operating grant of \$35,000 per year not to exceed two years from Minnesota Housing for revenue shortfall;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Kandiyohi County HRA that Chair Kerry Johnson and Executive Director Jill Bengtson are hereby authorized

as applicable to execute and submit the Grant Agreement and all related forms for the operating grant awarded to the Kandiyohi County HRA by Minnesota Housing on June 25, 2015;

NOW THEREFORE ALSO BE IT RESOLVED that Minnesota Housing is authorized to rely on the continuing force and effect of this Resolution until receipt by the Commissioner of Minnesota Housing at its principal office of notice in writing from the Kandiyohi County HRA of any amendments or alterations thereof.

ADOPTED this 19th day of August, 2015 by the Kandiyohi County HRA Board of Commissioners in Willmar, Minnesota.

Kerry Johnson, Chair

ATTEST:

Beverly Schafer, Secretary

OLD BUSINESS

Down Payment Assistance Program

Executive Director Bengtson reported Attorney Mike Burgett was in agreement with the Board's decision to forego an application process for Northland Square down payment loan applicants if North American State Bank had approved the applicants for the remaining mobile home purchase. Attorney Burgett will draft final loan documents.

Executive Director requested clarification regarding when the DPA Committee would need to meet. Chair Johnson indicated that since the Board would not be reviewing the applications for approval the DPA Committee would not need to meet. However, board members would like a monthly status report included in the Board Packet.

REPORT OF BOARD LIAISONS

County Board Liaison Rollie Nissen reported that the rock climbing fundraiser held on July 21st at the Health and Human Service Building was a success; at the Kandiyohi County meeting on August 19, 2015 the proposed 2016 budget was presented with an overall increase of 4.13% mainly due to increase in health insurance premiums and improvements at the Landfill.

Willmar City Council Liaison Steve Ahmann reported that the water treatment plant was being sold; Habitat for Humanity will be building a three or four bedroom home near Dana Heights and Lakeland Drive; according a report provided by the City Assessor Willmar has lost fifteen single family homes in the last five years and the rental units have increased by over six hundred units.

County Board Liaison Rollie Nissen excused himself from the meeting at 12:45 p.m.

REPORT OF COMMITTEES

There have been no committee meetings.

REPORT OF EXECUTIVE DIRECTOR

Executive Director Bengtson reported on the following items:

- 1) The McLeod County HRA has completed a bond interest reset on three of their revenue bonds.

- 2) Programs remaining to be transferred to the Kandiyohi County HRA are Bridges to Bridges, Bridges RTC, past Small Cities Programs, Rural Development IRP Program and WHRA's general admin fund.
- 3) A RFP to complete a wage/benefits survey and design a compensation/classification plan has been distributed. Proposals are due September 8, 2015.
- 4) Housing Study was not completed in August. The study will be completed at the end of September. The HRA will be holding a public meeting to present the study either September 28th or 30th.
- 5) Highland Apartments construction should be completed by October 1st.
- 6) Final approval from the Minnesota Legislature on the pre-design of the Lakeview Highrise plumbing project is in process.
- 7) The HRA budget presentation to the Kandiyohi County Board will be in September.
- 8) The MN NAHRO Conference is September 24th & 25th.
- 9) The HRA was approached by a non-profit agency to have a fundraiser at Lakeview Apartments. HUD suggested not allowing such an event. Due to the upcoming rehab project, the HRA denied the request.
- 10) Executive Director Bengtson indicated the Strategic Plan will need to be updated after the housing study is completed. A motion was made by Secretary Schafer for staff to prepare a RFP to hire a facilitator for the strategic plan process which was seconded by Commissioner Witt and carried (6) Ayes, (0) Nays.

NEXT MEETING

The next regular meeting is scheduled for September 16, 2015 at 12:00 p.m.

GUEST COMMENTS

Chair Johnson called on meeting guest Steve H. for questions/comments. Mr. H asked about the HRA's mission and suggested more should be done to promote home ownership.

ADJOURNMENT

Having no further business to discuss, the meeting was declared adjourned at 1:05 p.m.

Respectfully submitted,

Bev Schafer, Secretary

ATTEST:

Kerry Johnson, Chair

**CER JOINT POWERS BOARD
SEPTEMBER 25, 2015**

Members Present: Eric Banks, Dave Baumgart, Bill Borth, Scott Guptil, Tim Johnson, Ross Magnuson, Audrey Nelsen, Pablo Obregon, Rachel Skretvedt, Darin Strand, Liz VanDerBill

Staff Present: Steve Brisendine, Rob Baumgarn, Justin DeLeeuw, Casey Hager, Gary Manzer, Tammy Rudningen, Becky Sorenson, Jena Tollefson, Jodi Wambeke

The meeting was called to order by Chairman Eric Banks. Eric explained that the meeting will break up into two sub-committee meetings, Park Committee and Program Committee.

The City Council has approved \$706,000 budget for CIP. Eric stated that we should discuss and make a recommendation to the City Council where these resources should be expended.

Darin Strand talked about the program committee, coming up with new program ideas. Steve stated that staff is in the middle of an eight week series regarding program development and asked that staff talk to the committee about that activity.

The two groups separated into separate rooms. The Park Committee is Eric Banks, Dave Baumgart, Scott Guptil, Ross Magnuson, Rachel Skretvedt along with Gary Manzer and Justin DeLeeuw from Public Works and Tim Johnson and Audrey Nelsen, City Council reps.

Steve said he would like to go over what Justin had presented last month. There was a total of \$150,000 budgeted for park expenses this year. Steve handed out a report showing the projects and status of each. Quite a few of the projects have been completed or in the process of completion. Steve said that \$60,000 has been spent or allocated, leaving \$90,000.

Justin said the removal of the Priority 1 playground equipment has been going smoothly. He said he has received some complaints from neighbors wondering why equipment is being removed and when new equipment is going to be installed. He stated that people have been understanding about why this equipment has been removed but also disappointed.

Steve stated that Game Time (a playground equipment company) has an incentive program going now. If we buy \$35,000 or less of equipment, they will match 40%. If we buy \$35,000-\$75,000, they will match 45%; \$75,000 or more they will match dollar for dollar. In order to get the grant, we have to order units (not individual items). The company looks over requests every Friday. We would have to purchase equipment by November 13 (does not have to be installed by that day to receive the grant.)

**CER JOINT POWERS BOARD MEETING
SEPTEMBER 25, 2015, PAGE 2**

Rachel Skretvedt stated we needed to look at the equipment in view of age groups. We can't afford to have preschool and school age equipment at each park.

Audrey Nelsen asked about the Priority 2 equipment. Justin stated that inspection had been done on Priority 2 equipment and the report is going to committee next week. There are 4 more units that need to be removed (they are not Priority 1 but should be taken care of).

The six main parks in the Park Plan are Rice/Miller, Lincoln, Northside, Ramblewood, Robbins Island and Swansson Field Complex.

Rachel Skretvedt asked how we decide which parks to replace equipment so it doesn't affect the park plan. It would not make sense to replace equipment in a neighbor park if that park would be down-sized in the future.

Steve said the first park slated for work is Rice Park, although the Council has not approved that project but they have approved the dollar amount requested. We need to address the ADA issue of the playground equipment, replace the shelter and remove the wading pool to create a splash pad.

Discussions followed regarding the best way to proceed with the park plan. Should we do a few things at numerous parks or should we complete work at one park (such as Rice).

Audrey Nelsen stated that she doesn't feel any changes should be made to the original plan. She also stated there is no simple way to donate. People might be willing to give money to the park upgrades if there was a simple way to do so.

Dave Baumgart asked where the \$75,000 comes from. Steve stated it is part of the balance left from the \$150,000 allocated for parks this year. Ross Magnuson asked if we had a budget set for installing the play ground equipment.

It was felt by everyone present that a longer discussion time was needed for the next meeting.

The question was asked if playgrounds were needed at each park. There are quite a few parks that are close in proximity to the larger parks with playgrounds (example: Canigo is a block away from Northside)

A suggestion of creating an "Adopt a Park" program was talked about. Eric Banks said there used to be an "Adopt a Park" program years ago.

**CER JOINT POWERS BOARD MEETING
SEPTEMBER 25, 2015, PAGE 3**

The program committee: Darin Strand, Bill Borth, Pablo Obregon (Matt Dawson and Carol Laumer were absent) along with Casey Hagert, Tammy Rudningen and Jodi Wambeke. Darin Strand recapped the program committee meeting; new program ideas are welcomed. The CER programmers will each give a presentation throughout the year: here are some of the trends, successes. One topic brought up is how Board Members can help with program development or evaluation.

The November meeting will be focused on the summer programs, getting information from each of the program directors. Rachel Skretvedt asked about class performance reviews done by participants. This is in the works.

Eric Banks informed the Program Committee of items discussed by the Park Committee. The main question is how to use the money the City Council appropriated for Parks – all in one park or spread the funds around. He informed the Program Committee of the dollar for dollar grant from Game Time (purchase \$75,000 of equipment would give us another \$75,000 from Game Time) The question was asked again about installation – would City staff do the install or would Game Time. Steve said he would look into the installation cost. The question also arose if the equipment warranty would be valid if the equipment was not installed by Game Time.

Rachel Skretvedt made a motion that staff move forward with applying for the Game Time grant. Pablo Obregon seconded. Motion carried.

Steve asked everyone to check out the Game Time website and look over the equipment that is available. Steve will send out a notice regarding the next Park Committee meeting time.

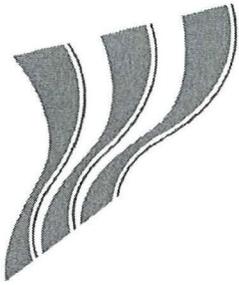
Ross Magnuson asked if we typically get \$150,000 each year. Steve replied no we do not which is one of the reasons for the park needs at this time.

Steve informed the Board that our application to the Greater Minnesota Regional Parks and Trails Commission for regional park status for Robbins Island was denied. Steve will be going over our application with representatives of GMRPT to find out why our application was denied. There may be a possibility of some DNR grants.

Pablo Obregon asked if our next meeting is to decide how to spend the \$75,000. A special meeting will be organized to discuss this issue.

As there was no further business, the meeting adjourned. The next full meeting will be Oct. 23.

After the meeting, Steve researched and found out that 20% of purchase cost is a good estimate for installation costs.



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 7

Meeting Date: September 9, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: **October 5, 2015**

- Approved Denied
- Amended Tabled
- Other

Originating Department: Planning & Development Services

Agenda Item: Public Hearing for an Ordinance to rezone from G/I (Government Institutional) to AG (Agricultural)

Recommended Action: Staff recommends that the ordinance be adopted, assigned a number, and published.

Background/Summary: The City has initiated the rezone of City owned property by the Waste Water Treatment Plant (off of Township Rd. 116) from G/I to Ag. The City will be selling the 6.12 acre site for a nursery brooding facility. The abutting properties in all directions are outside the City limits, and all zoned Agricultural preservation by the County. The Planning Commission approved the rezone and recommends the Council set a hearing and adopts the Ordinance.

Alternatives: Leave as G/I District.

Financial Considerations: N/A

Preparer: Megan M. DeSchepper, AICP
Planner/Airport Manager

Signature: *Megan M DeSchepper*

Comments:

ORDINANCE NO. _____

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

The City of Willmar does ordain as follows:

SECTION 1. Zoning Change. The Zoning Ordinance and Zoning Map for the City of Willmar are hereby amended to rezone the following property from G/I Government Institutional to Ag Agricultural:

That part of the East Half of the Southeast Quarter of Section 23, Township 119 North, Range 36 West of the Fifth Principal Meridian, St. Johns Township, Kandiyohi County, Minnesota, described as follows:

- Commencing at the southeast corner of said Section 23;
- thence on an assumed bearing of North 0 degrees 33 minutes 11 seconds East, along the east line of said Section 23, a distance of 959.50 feet to the point of beginning of the land to be described;
- thence on a bearing of North 89 degrees 26 minutes 49 seconds West a distance of 506.00 feet;
- thence on a bearing of North 0 degrees 33 minutes 11 seconds East a distance of 527.00 feet;
- thence on a bearing of South 89 degrees 26 minutes 49 second East a distance of 506.00 feet to the east line of said Section 23;
- thence on a bearing of South 0 degrees 33 minutes 11 seconds West, along the east line of said Section 23, a distance of 527.00 feet to the point of beginning.

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

This Ordinance introduced by Council Member: Fagerlie

This Ordinance introduced on: September 21, 2015

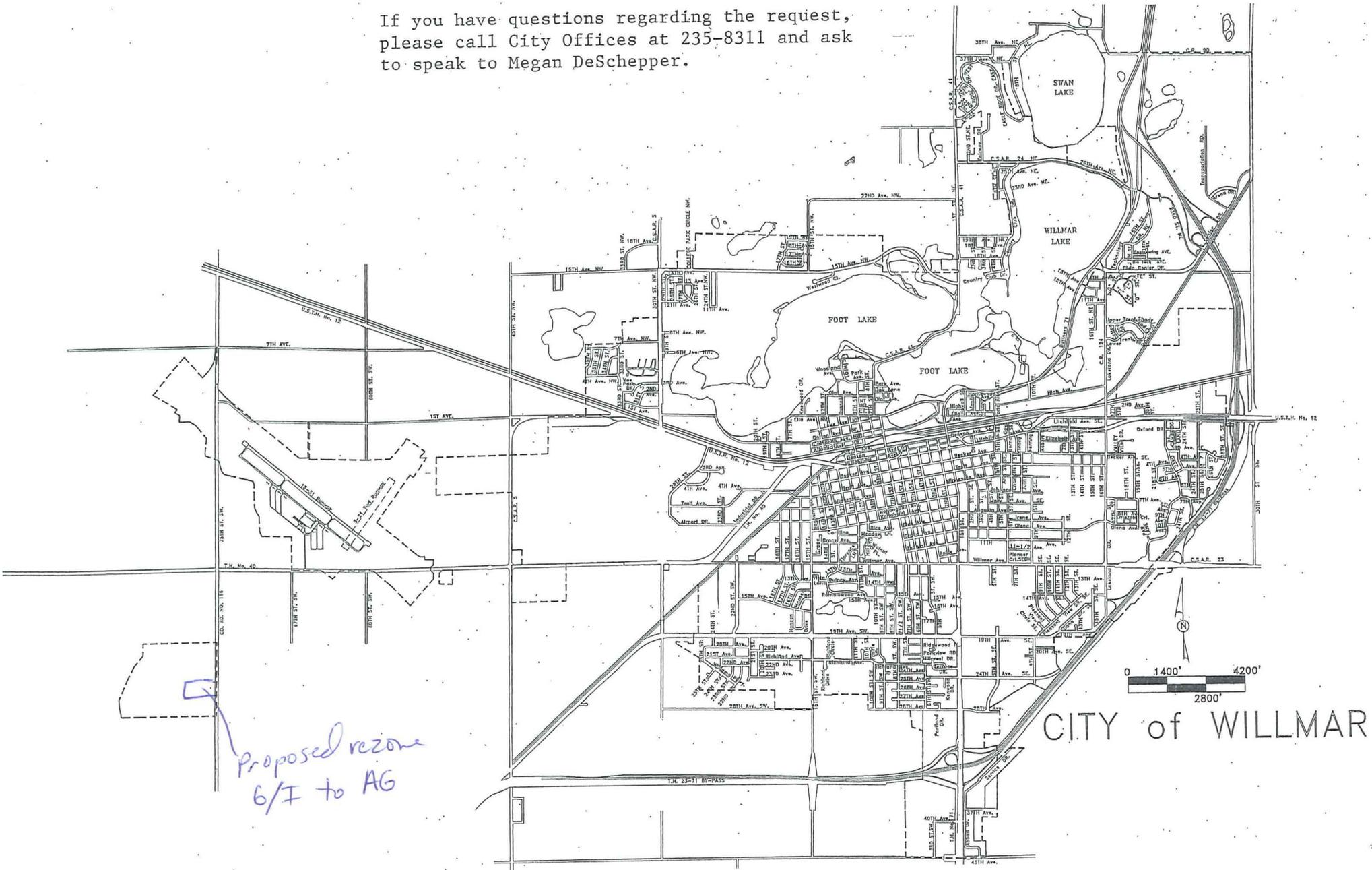
This Ordinance published on: September 25, 2015

This Ordinance given a hearing on: October 5, 2015

This Ordinance adopted on: _____

This Ordinance published on: _____

If you have questions regarding the request,
please call City Offices at 235-8311 and ask
to speak to Megan DeSchepper.



Proposed rezone
6/7 to AG

CITY of WILLMAR

FINANCE COMMITTEE

MINUTES

The Finance Committee of the Willmar City Council met on Monday, September 28, 2015, in Conference Room No. 1 at the City Office Building.

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

Others present: Finance Director Steve Okins, Interim City Administrator Kevin Halliday, Community Ed & Rec Director Steve Brisendine, Information Systems Coordinator Ross Smeby, Westberg & Eischens Representative David Euerle, "West Central Tribune" Journalist David Little, and Accounting Supervisor Carol Cunningham.

Item No. 1 Call to Order

The meeting was called to order by Chair Anderson at 4:45 p.m. It was noted that a new item, Land Rent Issue, will be added to the agenda under 10A.

Item No. 2 Public Comments

There were no comments from the public.

Item No. 3 12/31/14 City of Willmar Audit Report (Information)

Independent City Auditor David Euerle of Westberg & Eischens provided the Committee with an overview of the 12/31/14 Audit Report. It was noted that the City overall has very good fund balances. The Waste Treatment Fund has shown strong improvement in operating income over the last three years and expenses have been relatively flat. Chair Anderson asked about the delay in finalizing the financial statements. Mr. Euerle felt there were several issues causing this problem, including the Finance Department being short staffed, other departments not providing information to the Finance Department in a timely manner, and the auditors not conducting their audit until everything has been compiled by the City. Mr. Euerle suggested that in the future a timeline could be provided to the Committee relating to the audit process. Additionally, he offered to attend meetings to update the Committee with the status of the financial statements. This matter was for information only.

Item No. 4 PEG Access Assessment Agreement with CBG Communications (Resolution)

Information Systems Coordinator Ross Smeby explained to the Committee that in preparation for the Cable Franchise renewal, a PEG (Public, Educational and Governmental) Access Assessment will need to be done to review access operations, facility needs and current/future channel capacity need. A proposal for this work has been received from CBG Communications, Inc., of St. Paul, for a not to exceed amount of \$19,920 which includes reimbursable expenses. The Proposed 2016 Budget includes a request for \$20,000 to cover the cost this assessment. This six-month project needs to be done by the 1st quarter of 2016 so we would need to enter into the agreement now; consequently, the funds have to be allocated in 2015. Staff suggested that Public Improvement Revolving Funds (PIR) be used to fund the agreement in 2015, with the understanding that the 2016 Information Systems Operating Budget will reimburse the PIR Fund. It was noted that this agreement has already been reviewed by the Cable Advisory Committee with a recommended action of sending it to the full council for approval.

Following discussion, Council Member Fagerlie moved to introduce a resolution to authorize the Mayor and Interim City Administrator to execute the PEG Access Agreement with CBG Communications, Inc., for an amount not to exceed \$19,920 and that Public Improvement Revolving Funds be used to temporarily

fund this agreement until 2016 at which time the Information Systems Budget will reimburse the PIR Fund. Council Member Johnson seconded the motion which carried.

Item No. 5 Information Systems 2015 Capital Improvement Reallocation (Information)

Information Systems Coordinator Ross Smeby explained to the Committee that the current HVAC system at the WRAC-8 building cannot adequately remove moisture from the building and there is no air exchanger or windows that allow for air circulation. After an analysis by multiple contractors, it was determined that a dehumidifier and air exchanger was needed for the building. One of the quotes also included reattaching heater cores in the building since there is a concern that the current heater for the building is not adequate. Also, leaks in the basement need to be sealed to avert future flooding. Staff is recommending that this work, including reattaching the heater cores and sealing the basement leaks, be done by Bullet Proof Mechanical of Willmar for their bid of \$43,219. Funds could be reallocated from the 2015 Capital Outlay budget for Thin Clients which is not being done at this time. After noting that Chappell Central had only provided a bid on installing an air exchanger only, Chair Anderson asked that Chappell resubmit their bid to cover the same scope of work that Bullet Proof Mechanical provided. Council Member Nelsen stated the City needs a building or facilities manager to help avert these types of issues. For now she feels that the City Engineering Department should look at the issue and then the project should be rebid. Council Member Fagerlie suggested using the two City building officials to inspect the building. After considerable discussion, it was determined that staff should research the issue further and bring back a recommendation as to how to proceed.

This matter was for information only.

Item No. 6 New City of Willmar Technology Use Policy (Resolution)

Information Systems Coordinator Ross Smeby explained to the Committee that the City's current Computer Use Policy was adopted in 2003. Given the new technology that has been implemented by the City since that time, a complete rewrite of the policy was needed. The new Technology Use Policy was presented for review and approval. Council Member Nelsen raised the issue of using personal email for City business that could subject the City to perform a search on those personal emails. Staff will include in the new policy that all City staff should use only City email addresses when conducting City business.

Following discussion, Council Member Fagerlie moved to introduce a resolution to adopt the Technology Use Policy, subject to City Attorney review, to include that all City staff use City email addresses when doing City business. Council Member Nelsen seconded the motion which carried.

Item No. 7 Civic Center Wi-Fi Grant – EDC and Blandin Foundation (Resolution)

Staff explained to the Committee that the EDC wrote an application to the Blandin Foundation to provide greater WiFi accessibility for users at the Civic Center. The EDC has agreed to provide a grant in the amount of \$8,800 to the City of Willmar to fund these WiFi enhancements. Matching funds are required for this grant in the amount of \$4,200 from the City with the Willmar Area Curling Club donating an additional \$1,000 for a total project cost of \$14,000. Having this enhancement would benefit dry floor events, school functions, and curling club activities. Questions discussed included frequency of needed updates, security issues, and adequate bandwidth. Council Member Nelsen supported the project stating it would be helpful for students to do their homework. Chair Anderson asked that staff look into charging extra for using WiFi at the Civic Center.

Following discussion, Council Member Nelsen moved to introduce a resolution authorizing the WiFi Enhancement Project at the Civic Center in the amount of \$14,000, accepting the EDC Grant of \$8,800, accepting the Willmar Area Curling Club donation of \$1,000, and to direct the Interim City Administrator to send a letter of appreciation to both entities. The motion further included reallocating \$4,200 from the 2015 Civic Center Operating Budget to Capital Outlay. Council Member Fagerlie seconded the motion which carried.

Item No. 8 Vision 2040 Stakeholders Funding Request (Information)

Staff explained to the Committee that, at a recent Vision 2040 Steering Committee meeting, it was noted some stakeholders are paying their requested share from current 2015 sources, including the City of Pennock, Willmar Public Schools, New London-Spicer Schools, and Community Christian School. The last payment made toward Vision 2040 by the City of Willmar was on August 26, 2014. Mayor Calvin asked the Committee to consider contributing the \$5,000 Vision 2040 Stakeholder Request out of the 2015 budget instead of the proposed 2016 budget. The Mayor would like this contribution to be designated for Vision 2040 Marketing and Website Improvements. Sources for 2015 funding of this payment were discussed. Council Member Nelsen expressed her support for Vision 2040 as well as concerns about the increasingly stringent process civic organizations need to follow to submit a request, particularly what changed from last year to this year in the process. She also wants staff to provide a report on the Vision 2020 Contributions as well as the Vision 2040 Contributions to date. Further, she informed the Committee that the Vision 2040 Group would be willing to attend a Council meeting to provide an update on their progress. Council Member Johnson stated he is uncomfortable with making this contribution in that it is not entirely for public purpose. Staff explained that Vision 2040 marketing and website improvements as well as community health initiatives would all be public purpose.

This matter was taken for information only.

Item No. 9 Consideration of Senior Citizen Deferred Assessment to be Reassessed (Resolution)

Staff explained to the Committee that property located at 1300 12th Street SE, identified as Parcel #95-672-0060, had a senior citizen deferment recorded against the property by Melissa A. (Sutherland) Walsh. This lien for a 2010 Street Project, totaling \$4,244.08, was omitted by the title company in a January 22, 2015, sale. This secondary sale does not qualify for continuation of the deferred assessment and pursuant to MS 435.195, the original assessed amount plus interest was due and payable at the time of sale. Apparently, the new owner, Douglas Mulder, was deceived at the time of sale that no payment was due until 2016. No City staff in any office would have indicated such a procedure to the title company. The only practical legal solution is to assess the full amount of \$4,244.08 against the parcel for full collection in 2016.

Following discussion, Council Member Fagerlie moved to introduce a resolution certifying the deferred assessment of \$4,244.08 for collection on the tax rolls in 2016. Council Member Johnson seconded the motion which carried.

Item No. 10 Consideration of Nuisance Administrative Charge (Motion)

Staff reported to the Committee that the City's current nuisance weed and grass mowing ordinance allows for a \$35 Administrative Charge to be added to the City mowing charges. Recently, Kandiyohi County added a new fee of \$10.00 for each property tax bill entered into their system, thereby increasing the cost to the City to certify unpaid nuisance grass mowing charges to the County. Staff is recommending a new Administrative Charge of \$50.00 or more. It was noted that the current \$35.00 Administrative Fee was set in May, 2000, by Ordinance No. 1135.

Following discussion, Council Member Nelsen moved to direct the City Attorney to draft the proposed change of \$50 for the Administrative Charge. Council Member Johnson seconded the motion. After further discussion, Council Member Fagerlie moved to amend the motion to direct the City Attorney to draft the proposed change to \$75 for the Administrative Charge. Council Member Johnson seconded the amended motion which carried.

Item No. 10A Land Rent Issue (Resolution)

Staff explained to the Committee that the lessees of agricultural land lease Tract VIII has requested permission to install drainage tile on the property at no cost to the City and, subsequently, are also requesting that their lease be extended an additional four years for the same rental rate which would bring the expiration date to December 15, 2022. Copies of the new proposed land lease for Tract VIII was provided.

Following discussion, Council Member Fagerlie moved to introduce a resolution to authorize the Mayor and City Administrator to execute the agricultural lease extension for Tract VIII as presented. Council Member Johnson seconded the motion which carried.

Item No. 11 Miscellaneous

Chair Anderson reminded the Committee that the October 12, 2015, Finance Meeting agenda will include the department directors' presentation of their respective 2016 budgets.

There being no further business to come before the Committee, the meeting was adjourned at 6:08 p.m. by Chair Anderson.

Respectfully submitted,



Carol Cunningham
Accounting Supervisor



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

Agenda Item Number: 3
Meeting Date: September 28, 2015
Attachments: Yes No

CITY COUNCIL ACTION

Date: October 5, 2015

- Approved Denied
 Amended Tabled
 Other

Originating Department: Finance

Agenda Item: 12/31/2014 City of Willmar Audit Report

Recommended Action: Receive 12/31/2014 Audit Report from Independent City Auditor David Euerle of Westberg & Eischens.

Background/Summary: Annual Report is given and received for review.

Alternatives: N/A

Financial Considerations: N/A

Preparer: Steve Okins, Finance Director

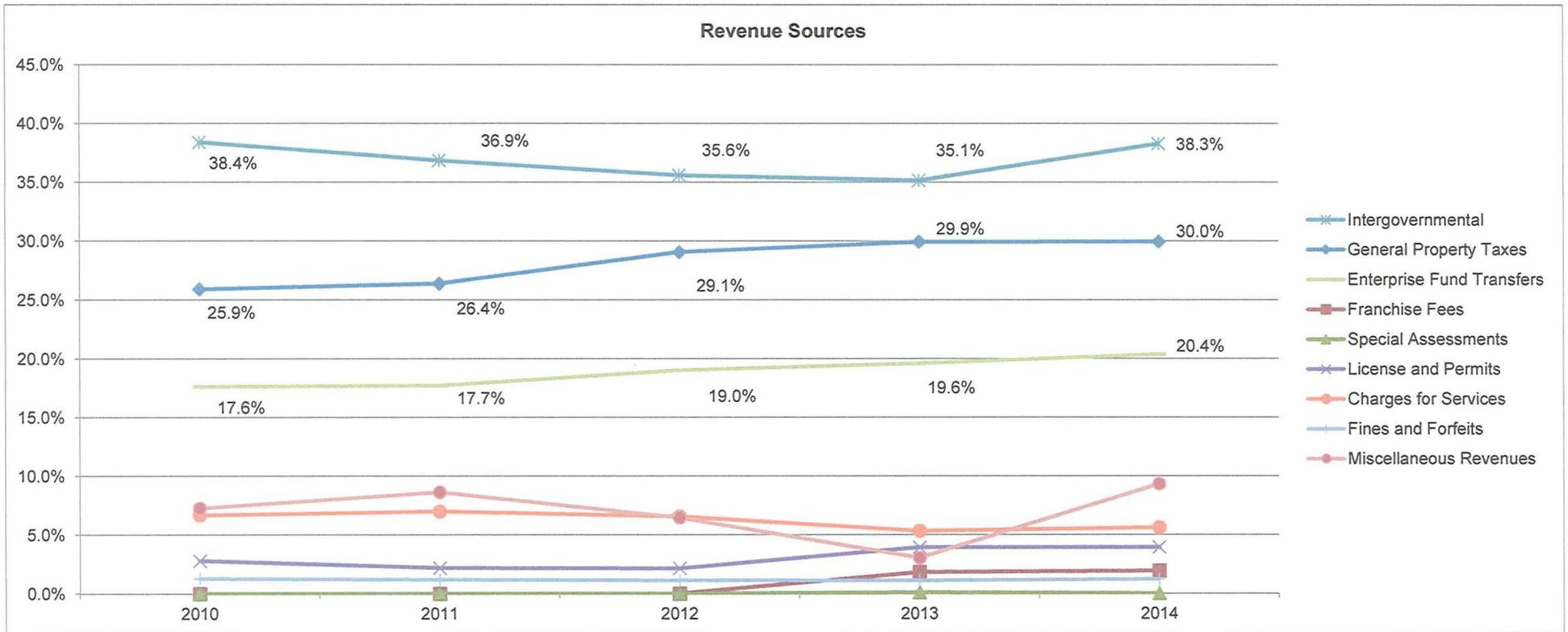
Signature: 

Comments:

**CITY OF WILLMAR, MINNESOTA
2014 PRESENTATION**

**CITY OF WILLMAR, MINNESOTA
GENERAL FUND REVENUES**

	2010	2011	2012	2013	2014
General Property Taxes	\$ 3,369,088	\$ 3,562,239	\$ 3,965,431	\$ 4,127,595	4,130,759
Franchise Fees	-	-	-	251,480	267,227
Special Assessments	2,023	1,477	1,767	12,745	1,858
License and Permits	364,712	297,119	293,104	542,406	544,182
Intergovernmental	4,995,300	4,975,220	4,857,858	4,847,055	5,278,521
Charges for Services	869,222	944,488	896,567	733,932	774,140
Fines and Forfeits	168,716	163,098	153,648	153,774	167,157
Miscellaneous Revenues	945,976	1,165,662	882,808	418,979	1,285,559
Enterprise Fund Transfers	2,292,300	2,391,736	2,597,466	2,703,270	2,807,743
Total	\$ 13,007,337	\$ 13,501,039	\$ 13,648,649	\$ 13,791,236	\$ 15,257,146

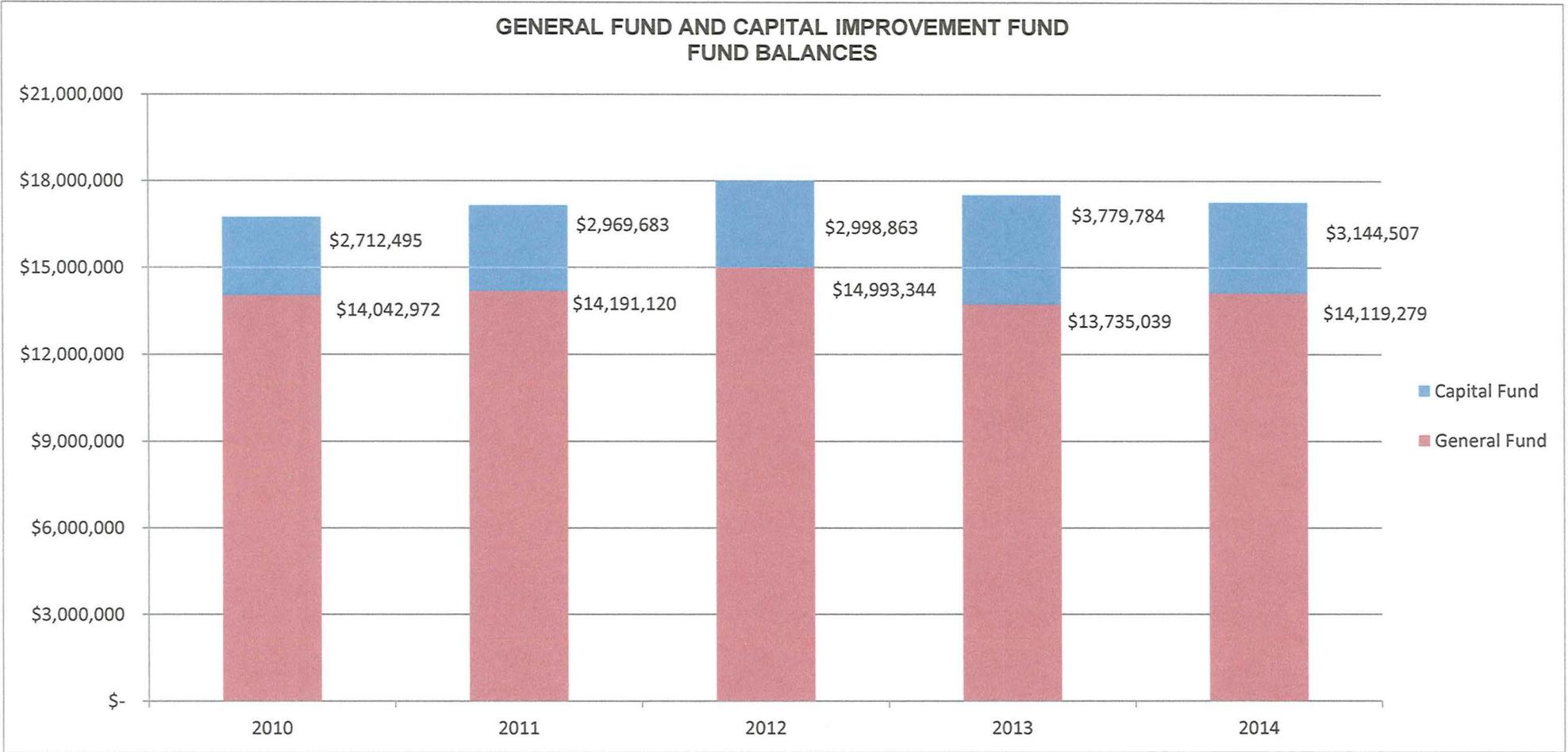


-Intergovernmental revenue higher due to local government aid increasing \$387,000 for 2014.

-Miscellaneous revenue variation primarily due to change in market value of the city's investments. Market value decreased approximately \$550,000 in 2013 and increased approximately \$380,000 in 2014

CITY OF WILLMAR, MINNESOTA

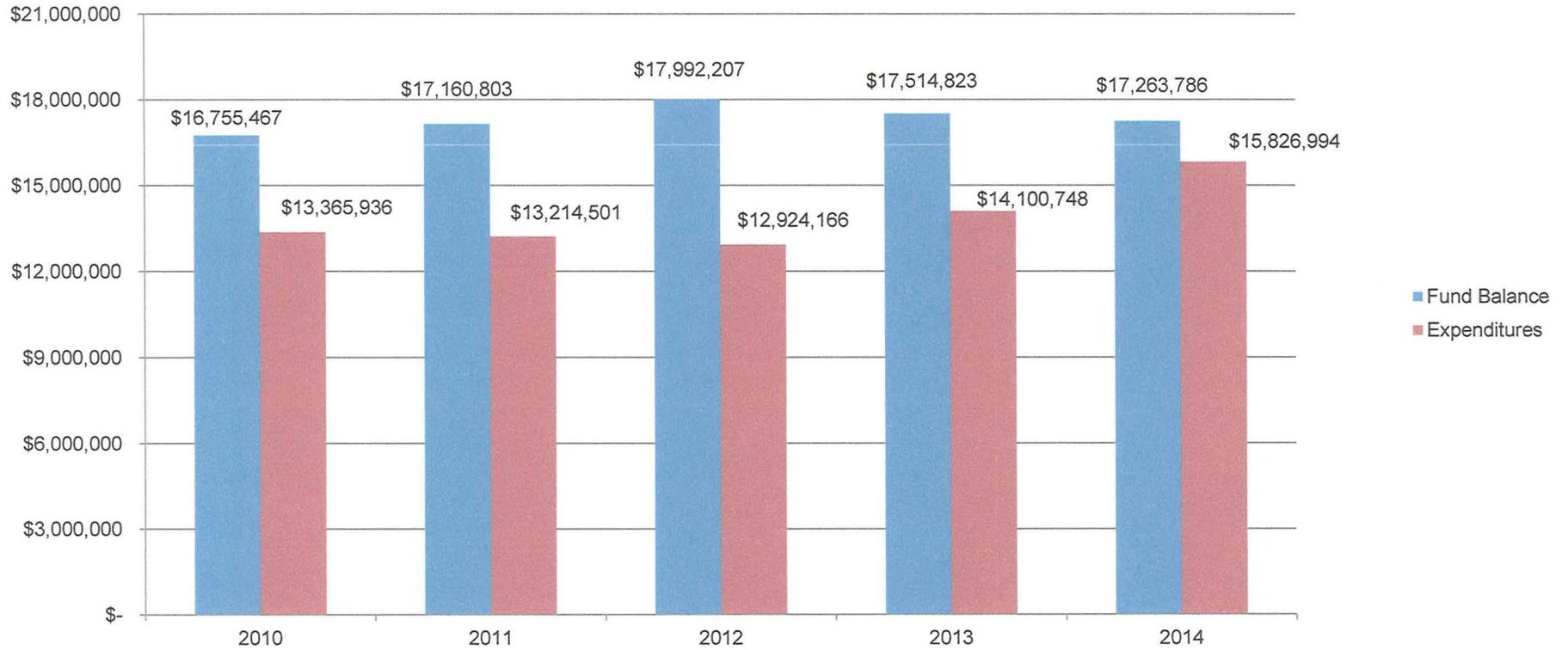
GENERAL FUND AND CAPITAL IMPROVEMENT FUND
FUND BALANCES



-The fund balance for the General Fund went above \$14 million again in 2014. The 2013 balance was below \$14 million primarily due to the change in market value of the investments.

CITY OF WILLMAR, MINNESOTA

GENERAL FUND AND CAPITAL IMPROVEMENT FUND FUND BALANCE VS EXPENDITURES



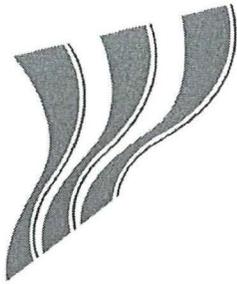
- The City has accumulated and maintained a strong fund balance. More than 98% of the fund balance is unrestricted and available to be used according to City policies.

City of Willmar Waste Treatment Fund



Operating income has shown strong improvement over the last 3 years. Expenses have been relatively flat as revenue increased.

Cash and investments at the end of 2014 were \$5.7million and is still below the minimum recommended from the rate study.



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

Agenda Item Number: 4

Meeting Date:

Attachments: Yes No

CITY COUNCIL ACTION

Date:

- Approved Denied
 Amended Tabled
 Other

Originating Department: Information Systems

Agenda Item: PEG Access Assessment Agreement with CBG Communications.

Recommended Action: Approve the agreement with CBG Communications.

Background/Summary: In preparation for the Franchise renewal a PEG Assessment will need to be done to review access operations, facility needs and current/future channel capacity need.

Alternatives: Do not approve the agreement.

Financial Considerations: \$20,000 has been requested in the 2016 budget for the assessment.

Preparer: Ross Smeby

Signature:

Comments: This agreement has already been reviewed by the Cable Advisory Committee with a recommended action of sending it to the full council for approval.



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**Proposal to Provide PEG Access Needs
Assessment Consulting Services
Related to
Cable Franchise Renewal
for the
City of Willmar, Minnesota**

Submitted by:

CBG Communications, Inc.

Tom Robinson, President

Dick Nielsen, Sr. Engineer

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St. Paul, MN 55102

610-889-7471

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July 29, 2015

Table of Contents

INTRODUCTION	1
COMPANY HISTORY AND EXPERIENCE	2
CBG COMMUNICATIONS, INC.'S SIMILAR RENEWAL RELATED PROJECTS	4
PROPOSED METHODOLOGY AND APPROACH TO SCOPE OF SERVICES	7
Working Collaboratively with the City	7
Review Existing Information, Identify and Categorize Communities	7
Needs Assessment	8
Public, Education and Government (PEG) Access Assessment:	8
Community and Non-Profit Organization (NPO) PEG Assessment Survey	11
Conduct Focus Groups	11
Overall PEG Access Needs Assessment Report with Live Presentation	13
PROJECT TIMELINE	14
PERSONNEL QUALIFICATIONS	15
REFERENCES	19
PROJECT COST	20
ADDITIONAL SERVICES THROUGHOUT THE RENEWAL PROCESS	21

INTRODUCTION

CBG Communications, Incorporated (“CBG”) appreciates the opportunity to provide this Proposal for Public, Educational and Governmental (PEG) Access Consulting Services related to Cable Franchise Renewal for the City of Willmar, MN (“City”). After reviewing our proposal, we hope that you will share the view that our overall experience, innovative methodologies, expertise, enthusiasm and extensive similar work around the region and country qualify us to assist you. CBG has a national reputation in local government cable television and telecommunications needs assessment, Public, Educational and Governmental (PEG) Access, I-Net, technical and regulatory consulting.

CBG understands that the City seeks a qualified firm with demonstrated experience and expertise to provide professional needs assessment consulting services associated with cable franchise renewal. The overall goal is to ensure that current and future cable related needs of the PEG Access channel providers, program producers and associated organizations, institutions and other communities of interest in the City are identified and then fulfilled via the terms of a renewed franchise with Charter Communications (“Charter”).

CBG has explained in its proposal a few of the many services that we provide that we believe will meet the City’s needs and goals as well as other services that provide us with additional expertise and experience that will be beneficial to the project.

By submitting this proposal, CBG commits to performing the work needed expeditiously, with tasks running concurrently where needed to ensure timely project completion. We will develop a final work plan with the City to ensure that the timeframe for all deliverables meets the goals of the City.

CBG is the best firm to perform this Project for the City. This fact is indicated by the wealth of relevant, demonstrated experience, comprehensive expertise to perform necessary tasks, proven methodologies and extensive similar work around the region and country that are further discussed in the following sections.

COMPANY HISTORY AND EXPERIENCE

CBG Communications, Inc. since 2001 (and via a predecessor company since 1994) has established a national reputation in cable television, technology, broadband and telecommunications matters. CBG has a proven track record of providing consulting services for public sector entities which produce effective results.

During their professional careers, CBG's principals have been involved with numerous cable television franchise renewal and telecommunications matters throughout the United States. Mr. Nielsen and Mr. Robinson are professionals with decades of experience performing activities related to cable TV needs and interests ascertainments including evaluating PEG access facilities and determining PEG Access needs, subscriber/non-subscriber attitude, interests, needs and opinion research, evaluating I-Nets for proper functionality, capacity and reliability and determining I-Net related needs for the future, technical audits and system review. They have a clear understanding of the interplay between community needs, law, policy, regulation and technology, and are able to determine realistic, demonstrated needs in an objective way that advances the goals of the City within the parameters of a cable franchise renewal.

CBG has the requisite experience to assist the City in its cable television franchise renewal process. Specific expertise includes:

Cable Television

CBG provides a wide range of services regarding cable television-related matters including:

PEG (Public, Educational, and Governmental) Access Analysis - Ascertainment of PEG channel needs, including facilities, equipment, channel capacity, training and facilitation services, access group organization, content development, etc.

Community Needs Assessment - Surveys of subscribers and non-subscribers, review of organizational needs, facilitation of focus groups, public forums and workshops, development of on-line, web-based Internet surveys and forums, etc.

Institutional Network (I-Net) Needs Assessment, Development and Evaluation - Ascertainment of I-Net needs, current and future organizational video, voice and data communications applications, potential system architectures, audit and evaluation of current I-Net, etc.

System Technical Review - Evaluation of the current system, analysis of upgrade scenarios and plans, review of system technological components such as digital video services, video-on-demand, hybrid fiber coax (HFC) architectures, cable modem services, etc. In addition, these reviews focus on the system's ability to safely and reliably provide the services desired by subscribers today as well as the ability to evolve by adding new services in the future.

Franchise Development-Related Cable Regulatory Processes - Assistance with past performance and franchise compliance reviews, franchise administration and management, franchise development in both the formal and informal renewal processes, competitive cable system franchising, evaluation of cable operator proposals and qualifications, assistance in franchise and ordinance drafting, development of Request for Renewal Proposals (RFRPs), assistance in franchise negotiations, etc.

CBG also provides a host of other services where our experience and expertise will be beneficial to the needs ascertainment project, including:

Telecommunications and ROW Management

Broadband Infrastructure Planning and Development - Assistance with a wide range of network planning and development activities, including, broadband network feasibility and community needs assessment studies, video, voice, and data communications application review and implementation, development of public sector telecommunications infrastructure (including review and analysis of physical transport, architectures, aerial and underground construction methods and locations, etc.), development of local government-owned and common conduit policies and leasing plans, analysis of co-location and co-build requirements and strategies, inventories of telecommunications and other utility infrastructure, review of construction techniques (open street cuts, directional boring, saw-cuts, etc.), wireless communications site planning and evaluation, etc.

ROW Management Ordinance Development - Services include development of provisions regarding the permitting process, licensing, ROW management procedures, construction and inspection requirements, ROW usage fee structures (including the provision of in-kind services), insurance, indemnification and bonding, service definitions and other critical issues.

CBG COMMUNICATIONS, INC.'S SIMILAR RENEWAL RELATED PROJECTS

Ramsey Washington Suburban Cable Commission (RWSCC) (Suburban St. Paul, MN area): CBG completed a comprehensive Needs Assessment and system Technical Audit for the RWSCC and its 12 member cities. This project involved a variety of elements, including detailed analysis of existing, and projections of enhanced, advanced PEG facilities, a telephone-based residential community subscriber/non-subscriber survey, a community organization online survey, focused discussions with representatives from each one of the member cities, a residential and institutional network technical audit and review, and other tasks.

St. Louis Park, Minnesota: CBG conducted a PEG Needs Assessment including facilities and equipment evaluations along with workshops and focus groups. CBG produced a report that assisted the City in gaining valuable PEG requirements in its final cable franchise document. *Based on the needs and analysis outlined in CBG Communication's report, the City received a PEG production van, a \$1.1 million PEG upfront grant and high definition digital and on-demand capabilities for its PEG operations. Additionally, the City, with CBG's data and analysis, was able to negotiate an upfront PEG payment instead of payments over a typical 15-year franchise agreement.*

North Suburban Communications Commission (NSCC), Suburban St. Paul, MN Area – CBG provided assistance to the Commission with evaluation of Comcast's proposal in response to a Request for Renewal Proposal as part of the formal renewal process with Comcast. CBG then worked with the Commission concerning next steps in the process after the issuance of a preliminary denial. Prior to this, CBG completed a PEG Access technical review, an I-Net technical review, and system technical audit services in the 10 member cities of NSCC. This technical audit provided the NSCC with an understanding of the current condition and operation and future capabilities of the subscriber and institutional networks operated by Comcast. CBG provided the NSCC with a Comprehensive Report concerning the Technical Study of the subscriber network and I-Nets, PEG transport and Master Control facilities. *The findings were utilized to create RFRP language including: system inspection requirements; maintaining availability of the existing dark fiber optic I-Net for video origination and data connectivity; I-Net solutions to replace the existing HFC I-Net and equipment; migration of PEG programming to both standard digital and HD formats, and other provisions.*

Northern Dakota County Cable Communications Commission (Minneapolis-Saint Paul Metropolitan Area Communities): CBG completed an I-Net needs assessment of multiple cities and school districts in northern Dakota County. This included facilitation of I-Net workgroups, online surveys of all users of the I-Net (and potential users) and review of detailed architectural and technology information from Comcast. Prior to this, completed work involving I-Net implementation, including a detailed audit and acceptance testing of the dark fiber optic infrastructure for more than 40 facilities including 3 school districts and multiple government agencies. Prior to this, completed work on I-Net franchise provision development as part of the renewal process with MediaOne/AT&T. We also conducted an initial needs assessment study including workshops/ briefings for K-12, higher education and governmental entities, written surveys, cost analysis and architectural concept development.

City of Crisfield and Somerset County, Maryland: CBG recently completed a community needs assessment, past performance review and system technical review concerning the Charter cable

system serving Crisfield and Somerset County. The results of our study are being used as the basis for current franchise negotiations.

Philadelphia, Pennsylvania: CBG recently completed a multi-method, multi-faceted cable-related residential, I-Net and PEG Access needs assessment, technical audit and franchise fee audit for the City in Comcast's home location. CBG also continues to perform ongoing work concerning franchise oversight issues concerning Verizon (FiOS) and Comcast, PEG Access implementation and the development of wide-ranging ROW Management policies, procedures and regulations; As part of this, CBG helped the City evaluate the viability of Temple University's PEG Access channel facilities, equipment, operations and signal transport. Prior to this, CBG developed comprehensive revisions to the ROW Management fee structure, including an Annual Fee per provider that includes permitting and ongoing management components, as well as a street degradation fee; also developed a master ROW ordinance, now in place in the Philadelphia Code. Work to-date also includes a detailed study of infrastructure placed by numerous telecommunications and other utility providers and negotiations on ROW Use terms and conditions with multiple providers. *CBG's work over the years has resulted in development of additional funding and services for PEG via the Verizon franchise, highly advanced competitive system options for residents, implementation of a new Educational Access channel for Temple University and improved right-of-way management.*

Clackamas County, Oregon: CBG completed a cable-related needs assessment for the County concerning the County's Comcast franchise. Prior to this, CBG has completed multiple Community Needs Ascertainments for Clackamas County. As part of these ascertainments, CBG reviewed the production, post-production and video transport environments of Clackamas Community College, North Clackamas and other school districts, Willamette Falls Community Access and the County's Government Channel, including assessing and making recommendations on migration to a high definition production environment. These portions of our project also included assessments through surveys and focus groups to better understand general residential community needs as well as needs as they relate to PEG Access. CBG then made recommendations to the County on what improvements or changes are needed to better serve the general public regarding access operations and programming within the County and cable TV service as a whole. Ongoing work currently involves support to the County related to system technical evaluations, needs assessments and reviewing the County's cable operators' compliance with requirements under the franchises. This also included assessment of compliance with FCC technical standards and requirements. CBG has assisted Clackamas County in negotiations and regulation issues encompassed in 14 separate franchises. *CBG has successfully assisted the County in increasing PEG Access support in all renewal franchises. Other provisions of the franchises include active public, K-12, higher education and government channels with the ability to add 1 additional channel and a second additional channel after the operator converts to an all digital format. CBG has provided the County with all technical language in its franchises and has participated in multiple negotiations with the providers.*

Metropolitan Area Communications Commission (MACC), Portland, Oregon Metropolitan Area Communities: CBG most recently assisted MACC with the formal franchise renewal process with Comcast. Prior to this, CBG assisted MACC in informal negotiations and performed a comprehensive cable-related needs assessment. CBG also recently assisted MACC with the breakdown, relocation and reinstallation of its entire Tualatin Valley Community Television (TVCTV) production facility, including operational verification of all existing and new equipment in the new facility. Prior to this, CBG assisted MACC with an updated Public

Communications Network (PCN) (I-Net) audit, application review and projections for future network enhancements. Before that, CBG completed a comprehensive, initial PCN technical audit and certification for countywide WAN, covering 5 school districts and multiple municipal and county agencies (over 250 facilities in all). Also, CBG completed a residential cable television system upgrade certification, I-Net franchise provisions, and assisted in negotiations. This work included a comprehensive physical plant audit, which assessed compliance with the NEC, NESC and a variety of ROW use requirements. Also performed technical review of cable TV infrastructure and needs assessment work related to franchise renewal with AT&T/TCI (now Comcast), including subscriber and Institutional Network performance, architecture, services, applications and upgrade review. CBG has provided plans for MACC for improving network functionality and reliability as well as language for agreements with Comcast. *CBG's work over the years has resulted in the PCN providing up to 1 Gbps connectivity to each of over 250 locations, plus highly advanced, competitive residential subscriber systems being available to MACC area residents with superior technical quality and multiple PEG Access services.*

Mount Hood Cable Regulatory Commission (MHCRC), Portland and Multnomah County, Oregon: Completed work assisting the MHCRC in franchise negotiations and development as needed with Comcast. *The resulting franchise includes high definition channel capacity for every PEG Access channel, funding to complete HD transition, on-demand capacity on the system and continuation of its extensive fiber-based I-Net and 3% PEG/I-Net fee.* Prior to this, CBG completed a comprehensive, broad-based, community communications technology report and plan that analyzed the communications technology related needs of a broad spectrum of the Portland and Multnomah County community, including PEG Access providers, residential, business, government, institutional, ethnic and cultural, immigrant and refugee, non-profit and educational interests within the Cities and County encompassed within the MHCRC's jurisdiction. Work activities included a review of multiple PEG operations and evaluation of their plans to move to high definition digital production. Activities also included a statistically valid telephone survey of the residential community and large scale on-line surveys of the general public, community media organizations and producers, educational, governmental and other institutional entities, non-profits and community technology grant recipients. CBG also facilitated numerous focus groups, workshops and interviews focusing on a wide range of those involved with providing and using communications technologies.

PROPOSED METHODOLOGY AND APPROACH TO SCOPE OF SERVICES

CBG has created the following Scope of Services based on our understanding of the needs of the City as part of the franchise renewal process with Charter. We have based this understanding on our experience in franchise renewals around the country. CBG will work with the City to refine the Scope of Services, develop a final timeline and revise the task hours and associated costs outlined below as needed to meet the City's requirements.

Working Collaboratively with the City

CBG Communications and our team partners take a comprehensive and collaborative approach towards cable television franchise renewals. Such an approach coupled with our wealth of experience and knowledge will result in a highly effective cable television-related community needs ascertainment process for the City.

We will efficiently work with the City and their staff in a manner that draws on their significant history, background, experience and expertise. By leveraging all available resources, CBG will be able to ensure that the community needs will be well documented and well defined. Specifically, as described in detail below, each portion of the project and its associated methodology will yield the results needed concerning the PEG Access needs assessment that will lead to effective language for a renewed franchise agreement.

CBG and our team partners have demonstrated broad based skills in all facets of cable franchise renewal. We will work with the City on a continual basis to ensure a free flow of necessary information between the City, CBG and our team partners in all of the phases of the project as defined herein. Because of the wealth of information that needs to be gathered to ensure all necessary data is analyzed and incorporated, CBG will work with the City to help coordinate information sharing between CBG, its partners and various critical Communities of Interest. Beyond this, CBG will need to work closely with the City on scheduling facilities as a location for the focus groups, meetings and interviews and other similar activities (Additional information concerning City resources needed for meeting scheduling and logistics can be found below). CBG has found in the past that the most successful projects involve a strong team approach between the consultant and the client, and we would anticipate employing this strategy during this project as well.

Review Existing Information, Identify and Categorize Communities

CBG would begin this part of the assessment by meeting with City staff in person, reviewing existing documents and analyzing current information, in order to establish a baseline understanding of the City's Communities of Interest, so that all that are pertinent to the Project (those that have cable-related PEG Access needs) can be identified and categorized such that the appropriate ascertainment methodology is then used to determine their needs and interests. Examples of such information would include:

- a) Demographic data for the Willmar franchise area
- b) Descriptive documents about organizations that currently, traditionally or that could have cable-related PEG Access needs;
- c) Existing organizational reports and/or position papers related to cable, video, PEG Access and allied subject areas;

- d) Any applicable documents from Charter pertaining to its current approach to the PEG Access related needs of various Communities; and
- e) Any other pertinent materials, documents, correspondence or minutes which are germane to this process.

CBG anticipates that targeted Communities could include:

- City agencies and staff
- Access Channel Program Providers
- Public Schools
- Parochial and private schools
- Higher Education institutions and trade schools
- Libraries and museums
- Business and industrial organizations, including the Chambers of Commerce
- Non-Profits
- Ethnic and cultural organizations
- Hospitals, clinics, healthcare facilities and allied organizations
- Community centers
- Senior centers/organizations
- Public transportation agencies
- Other organizations listed under the other Task elements herein
- Other pertinent groups identified as a result of the Ascertainment process

Once identified and categorized, CBG will work with the City to determine any additional contact information for appropriate representatives that was not discerned during the review process, and then schedule ascertainment activities as described below.

Needs Assessment

Public, Education and Government (PEG) Access Assessment:

CBG understands that the critical component of the needs ascertainment process is to review current and potential PEG Access utilization, operations, services, equipment, capacity, funding and facilities. Information will be gathered via on-site evaluations, interviews, surveys and focus groups. We will help the City determine how the number and types of PEG Access channels are functioning for individual and organizational access to video and multimedia technology and services currently and what is needed in the future. Overall, in working with the existing PEG content providers and other pertinent constituent Communities in the City, we will assist the City in determining a wide range of current and future PEG Access needs and interests.

These types of assessments will then help the City decide what terms and conditions are needed in a cable franchise that can help expand outreach for individuals, organizations and governmental and educational entities through development of new, and continued enhancement of existing, PEG Access communications opportunities.

We believe that an innovative and comprehensive approach is the best way to arrive at a true picture of the City's cable-related PEG needs. CBG will utilize an expert combination of personnel for the necessary work under this Task, including CBG principals and our team partners, Connie Book, Ph.D. and Carson Hamlin.

Regarding assessing PEG Access needs, CBG and its team partners will perform the following information gathering, review and analysis tasks as part of the overall work plan:

a) Background Information Review – This would entail meeting with current and potential Access providers, including the existing channels programmed by Willmar Regional Access Channels (WRAC, GTV and EDU) and the recently requested fourth PEG channel. A tour of the currently available production facilities will be a part of this process. CBG will also review and analyze the information which the City and affected parties have already gathered about Access facilities, equipment and service needs.

b) User Profile Development – CBG would develop a profile of the current and expected user population, through information gleaned from the background review and a variety of other techniques, including:

- **Interviews with Access staff to assess current and potential utilization of Access facilities as well as user patterns and attitudes** – As part of its overall assessment work, CBG will spend a significant portion of time gathering information from pertinent City/WRAC staff and other City representatives, and other current pertinent Access Channel program providers and facility and equipment users. The target audience includes those who would be most involved in the development, production and dissemination of PEG Access programming.
- **Focus groups of current and projected Access providers and users** – See Focus Group Section below.
- **Focus groups/Workshop with community leaders and community and non-profit organizations and agencies** – See Focus Group Section below.

c) Equipment and Studio Facilities Level Analysis and Projections – CBG will evaluate the technical operations, equipment and facilities in depth to determine if these facilities are capable of meeting the future needs of the City government, City residents, the City's communities, educational entities, etc.

For this task, CBG will focus on the technical capabilities of the Access program production facilities to provide services. This will include, for example, the ability of signal transport equipment to deliver programming in the form required by Charter with no degradation occurring during transport. For instance, is programming being transported in a form that does not compress it to a level where undesired artifacts are added or where pixilation occurs? Are servers in place capable of storing the programming needed by WRAC, GTV and EDU? Do the master control playback systems meet the needs of WRAC, GTV and EDU today for cable programming as well as web streaming? Will these systems meet the needs in the future or do upgrades or enhancements need to be made today or down the road? A determination will be made as to what equipment replacements or enhancements need to occur on the playback and transport systems to accommodate HDTV programming onto the PEG channels on the subscriber system.

As part of determining the production, post production and transmission facilities and equipment required to meet the present and future needs of the user population, the following techniques would be used in the PEG Technical Evaluation. Detailed on-site evaluation of the Access production locations will be made by Carson Hamlin with assistance from Dick Nielsen, where current and anticipated uses of facilities will be evaluated, including studio, remote, live and recorded production, post production, content duplication and transmission capabilities. Specifics that will be

looked at include such items as types of cameras needed and the technology required to achieve the desired level of quality. Post-production equipment will be evaluated according to the types of editing systems needed to meet desired quality levels.

Anticipating initial needs and equipment replacement requirements will require an evaluation of the goals and objectives of the Access facility locations. Projected equipment usage and overall facility demand will be considered. For example, if the demand is mainly for live productions, the Access facility would have to accommodate mainly studios and/or a viable mobile production facility with live transmission capability from various remote origination points. Different equipment needs would also be evaluated for the combined live and post-production environment. For example, a demand for magazine format programs where much of the video is recorded at various times in the field would require increasing amounts of remote camera equipment and more editing. In contrast, live productions require studio cameras and place more emphasis on either fixed, mobile or "suitcase" studio equipment. Another requirement is the ability to meet the demands of all the projected users of a facility. Multiple programs could be in production simultaneously, such as field and studio type programs.

After all needs are assessed, the information would then be projected out and incorporated with technology shifts, such as incorporation over time of advanced digital compression techniques, and more video streaming technology. Digital compression enables the facility to compress more information into the same bandwidth, giving multi-channel transmission and eventually HD4K capability. Video streaming enables access organizations to provide programming in a digital format over the Internet, via video-on-demand (VOD) or through organizational wide area networks, as well as through traditional real-time access channels on the cable system.

Once all necessary information is gathered and resultant needs are determined, a list of equipment and facilities with associated cost projections and replacement schedules would be developed to meet the identified needs. All findings will be incorporated into the final report as indicated below.

d) Nature and Level of PEG Access Channel Capacity – CBG would use all the information gathered to determine the number of PEG Access channels and the level of Access services necessary to satisfy the expected provider and user population and demand for channel time. The determination of services and the number of Access channels needed would include projections of the types of delivery methods that would be best-suited to deliver desired content (real-time, on demand, full program formats, iTV multimedia content, etc.) and then compare this with the nature and type of cable-related methods that could be employed and the capacity that these methods require separately and cumulatively.

e) Funding Requirements and the Role and Responsibility of the Cable Operator – CBG believes strongly that effective Access and other local programming contributes significantly to the success of the cable operator. Additionally, the cable operator has the responsibility to meet demonstrated community needs in a renewed franchise, including PEG Access-related needs. Accordingly, this facet of the review will look at the necessary ongoing role of the operator in contributing to the continued success of Access. From the information gathered, CBG will work with the City to determine capital contributions, channel capacity and other items that, based on applicable law and regulation, can be negotiated and provided for in a cable franchise and indicate the types of associated provisions that should be structured in order to embody pertinent requirements in a renewed franchise.

Once the work detailed above is completed, CBG will summarize all findings, analyze and assess

the needs and interests of Communities involved with and served by PEG Access (providers, clients, users, subscribers, supporters, staff, etc.), assess the potential for PEG Access to meet the determined needs and interests, including an assessment of facility, equipment, channel capacity and other requirements, and recommend directions for the City to pursue, especially as these directions may be incorporated in the franchising process. This analysis will be incorporated in the written Assessment report discussed later herein.

Community and Non-Profit Organization (NPO) PEG Assessment Survey

CBG understands that the City needs to determine the cable-related PEG Access attitudes, needs and interests of community and NPO organizations within the City. Obtaining clear and comprehensive input from all necessary representative constituencies is critical to the success of the assessment effort and the validity and utility of the resulting information and recommendations. CBG will utilize the identified Communities to establish survey targets. Then, those surveyed from the organizations typically include key decision-makers, staff with cable communications knowledge or related responsibilities and other pertinent respondents.

a) Survey Instrument Design and Implementation - CBG will develop a survey instrument/questionnaire, which will be used by CBG personnel to gather a wealth of information in a thorough, yet concise fashion, on-line with any needed follow-up in-person or over the telephone. Specifically regarding web-based surveys, CBG and Dr. Book have had great success with obtaining a wealth of information that can be refined, if needed, through follow-up done via email and on the phone. Specific web links to survey information gathering services such as SurveyMonkey can be utilized to create a high degree of accessibility, ease of use by the respondent and facilitate multi-level analysis of the data received.

The survey format will be determined in consultation with City staff and include both broad questions across organizations as well as questions tailored to address the needs and interests of the particular respondent (be it an educational institution, non-profit organization, community group or other entity). Examples of questionnaire topics include: PEG Access facilities, equipment, and capacity needs; current and planned use of PEG Access services; provision of internal and external services via cable; impact of PEG Access use on their operations and their community at large; and other related topics.

b) Data Analysis – CBG and Dr. Book will then take the results of the information gathering, perform results tabulation and conduct a findings analysis. The responses, for example, can be imported into SPSS (Statistical Program for the Social Sciences) to analyze the data in a variety of useful ways (such as ANOVA [Analysis of Variance], which shows which responses are significantly related to each other. The findings analysis will then be incorporated into the overall PEG Access Needs Assessment Report.

Conduct Focus Groups

Beyond the Community Organizational Survey discussed above, CBG would conduct several focus groups on PEG Access cable-related needs.

a) Focus groups of current and projected Access providers and users – CBG will work with City/WRAC staff and other associated organizations to establish the best representation of diverse current and potential Public, Educational and Governmental Access television and multimedia content producers, clients, users and channel administrators in a focus group format to ensure that there is a broad expression of opinion, meaningful dialogue and information gathering

that is highly pertinent to the project requirements. We envision three focus groups as part of this task element – one each focusing on Public, Educational and Government providers and those they serve.

b) Focus Group/Workshop/Forum with community leaders and community and non-profit organizations and agencies – CBG will work with the City to establish a meaningful and effective focus group or workshop to determine the opinions and reactions of the diverse organizational populations that utilize PEG Access services and have organizational-oriented cable-related needs. This would include a group centered on diverse community leaders, community groups, ethnic groups, non-profit organizations and others. CBG has been effective in the operation of, and analysis of the information gathered from, such groups through its previous needs assessment work. As such, we have a keen awareness of their value to accurately forecasting both short and long term cable-related needs and interests. We envision one focus group or workshop as part of this task, depending on the size of the group.

c) Meeting/Group Scheduling and Facilitation – CBG believes that it is very important to coordinate with City staff on the initial scheduling and development of workshop, forum and focus group meeting times, locations, attendee lists and invitations to the sessions. As such, we will work from the very beginning of the process to ensure that the development and implementation of the workshops, forums and focus groups are efficiently and effectively managed.

Specifically, as the meeting agendas and presentation materials are being prepared CBG's team members will be working with City staff and the various Communities of Interest to determine the appropriate contacts and the representatives that should be invited to the workshops and focus groups. CBG will also work with City staff and various Communities of Interest to determine the best venues and locations for the focus groups, workshops and forums. Once locations are determined, available dates and times can be reviewed and appropriate days and times from the available list can then be chosen to establish the specific timing of the meetings. These timings should be at least three (3) weeks after the invitations or other types of announcements would be sent out.

CBG would develop an invitation template which the City can review before it is implemented for the various types of groups. These can then be finalized and provided to the invitees via e-mail with RSVPs requested. CBG would do the majority of work preparing these materials. It will be important, though, for the invitations to be sent out on City letterhead from City e-mail addresses because it will carry more weight with the prospective attendee and be considered an official invitation.

Regarding potential venues, if there are several choices for locations, our team would visit those sites and help determine the appropriate location. Our team would also make pre-site visits to determine room set-up, where materials could be located, how PowerPoints could be projected, etc.

Regarding scheduling, CBG will work to schedule similar types of meetings in batches at uniform locations, if feasible. This reduces both set-up and breakdown time and makes the process more efficient and cost effective. Once the invitations are sent out, our team will work with City staff to follow-up with phone calls and follow-up e-mails to continue to gain the attention of participants so that the appropriate amount ultimately participate (typically between 6 and 12 in focus groups, 15 – 30 in workshops, and more in forums [for the larger numbers, breakout sessions can be developed]).

Regarding facilitation, it is important to note that CBG will directly facilitate all forums, workshops

and focus groups, so that this does not impact on the existing workload of City staff. For certain types of meetings, such as community forums, it will be important for someone from the City to make a few introductory remarks to indicate to the community-at-large the importance of this process. CBG would conduct the group from that point. City staff would be welcome to attend any and all groups if their schedule allows.

All of the information obtained from the focus groups/workshops/forums will be documented and incorporated into the overall Needs Assessment analysis.

Overall PEG Access Needs Assessment Report with Live Presentation

CBG will take all the information gathered, review, compile and analyze it, and determine what PEG Access cable-related needs are being demonstrated by the various Communities of Interest in the City. CBG and its team partners will then look at ways that Charter could meet the demonstrated needs in a renewed franchise. Specifically, CBG would work with the City to identify the litany of needs that can reasonably be embodied in a franchise and the types of provisions to meet and embody such needs.

CBG would include the results of all the component tasks into the Overall Written Ascertainment Report. The report will include an Executive Summary and include verifiable support for all findings, conclusions and recommendations.

The Report will describe existing and future needs related to PEG Access, including WRAC and other PEG capacity, facility, equipment and operational needs. CBG will provide recommendations on any modifications that would be needed to meet future needs. These findings will be summarized for inclusion in the Report with recommendations for improvements, enhancements, expansions and upgrades to meet both the current and future needs demonstrated.

CBG's Report can be presented in a live presentation. The Final Report to the City will identify the PEG Access cable-related needs elicited from the assessment process. The report will incorporate input from City staff and the identified Communities of Interest and include a description of methodologies employed and recommendations. CBG will use results from site visits, interviews, surveys, focus groups and other work to develop the recommendations in its report. CBG, through its research and analysis into all facets of this project, and using the research tools previously described, will be able to focus on recommended franchise renewal requirements and strategies to meet demonstrated needs. The report will be thorough and concise. It will provide a well-supported needs ascertainment foundation to be utilized effectively in cable franchise renewal proceedings.

PROJECT TIMELINE

Projects such as this one typically take approximately 6 months depending on the scheduling of surveys, interviews, focus groups, other meetings, on-site visits and the availability of key personnel. It is critical that we work with the City to develop a comprehensive work plan upfront that meets franchise renewal needs. Project milestones will be established and update discussions will occur regularly with City staff. We will work both on-site and remotely and attend meetings as needed, and help coordinate all the processes necessary, to meet the project objectives in a timely manner. CBG and its Team Partners will work to keep tasks running concurrently in order to maximize resources and minimize the overall timeframe for completion. We can start on this important project in September, 2015 with anticipated completion in February/March 2016.

CBG Communications, Inc. strives to provide the best support to our clients based on our experience as shown above. CBG is often retained for follow-up work after the initial project is completed. Although our experience and insight are certainly significant contributors to this, timeliness and availability are also key to keeping our clients satisfied.

PERSONNEL QUALIFICATIONS

Overall Project management and key task performance will be provided by Dick Nielsen out of CBG's St. Paul, MN office. Comprehensive task performance and support will be provided by Tom Robinson of CBG's Philadelphia office, assisted by Krystene Rivers, Research Associate and in conjunction with Team Partners, Dr. Connie Book and Carson Hamlin.

The skills and qualifications of the firm's principals and our Team Partners are set forth below.

CBG Communications, Inc.

Thomas G. Robinson

Thomas G. (Tom) Robinson is President of CBG Communications, Inc. and is based in the Philadelphia, Pennsylvania office. Mr. Robinson has worked with local governments all across the country on a variety of cable, broadband, telecommunications and ROW management projects, including: needs assessments; Public, Educational and Governmental (PEG) access issues; institutional networks; technical reviews; infrastructure issues; wireless networking; optical networks; telecommunications strategic planning and policy development; competitive communications system reviews; cable television franchise renewals; ROW management regulations and ordinances, regulatory agreements and other matters. He is a frequent speaker at telecommunications, local government and technical conferences. Mr. Robinson has written numerous columns for *Communications Engineering & Design (CED)* magazine.

Prior to joining CBG, Mr. Robinson was, for seven years, Director of Technology Development for River Oaks Communications Corporation, where he worked with numerous local government clients on telecommunications and cable television projects. Mr. Robinson also served for 10 years as Chief of the Cable Regulatory Division of the Department of Consumer Affairs for Fairfax County, Virginia. While there, he was involved in a host of activities related to oversight of one of the nation's largest cable systems. Prior to his work in Fairfax, Mr. Robinson was with Magnavox CATV Systems, Inc. (now part of Arris), where he worked first as a system designer and then in product management. While at Magnavox, he helped develop and market new amplification systems and products that paved the way toward today's high capacity cable systems.

Mr. Robinson began his career as an announcer, program director and operations engineer in radio and television at several radio stations in the Baltimore/Washington area and at the public broadcasting television and radio stations (WCNY-TV/FM) in Syracuse, New York.

He holds an M.S. in Telecommunications/Film from Syracuse University's S.I. Newhouse School of Public Communications and a B.A. in Mass Communications from Towson University where he graduated *Summa Cum Laude*.

Richard R. Nielsen

Richard R. (Dick) Nielsen is CBG Communications, Inc.'s Senior Engineer and is based out of the Saint Paul, Minnesota office. Mr. Nielsen works as lead technical staff for CBG. His work includes cable television system community and PEG needs assessments, performance audits; video system, facilities and equipment evaluation, institutional network needs assessment,

design, application development and performance review; underground and aerial construction planning, review and analysis; telecommunications system design, application, development and review; data communication system and equipment planning; as well as review and analysis of other technical issues.

Prior to Mr. Nielsen joining CBG, he spent 19 years, in the Twin Cities Metropolitan area, with AT&T Broadband and its predecessor companies. The last four were spent as the Institutional Network Manager. While managing, he was involved in a wide range of activities, including maintenance of institutional networks ("I-Net") with over 1000 miles of coaxial, HFC and fiber optic plant representing over 20 franchise areas from the northwestern suburbs to the southern suburbs of the Twin Cities. Mr. Nielsen provided supervision of construction activities, planning and designing new and upgrading existing I-Nets, budgeting for new and updated I-Nets, and activation of fiber optic nodes, power supplies, amplifiers, pilot generators and status monitoring systems. Mr. Nielsen regularly represented AT&T Broadband at various regulatory meetings relating to I-Net issues. He also worked closely with consultants in evaluating and designing upgrades to existing I-Nets.

For the 8 years prior to being I-Net Manager, Mr. Nielsen was the Technical Supervisor. He supervised 35 Maintenance Technicians and Service Technicians with responsibilities from the Quad Cities and Oak Grove Franchise areas in the northern suburbs, to the centrally located franchise areas of NSCC and the Ramsey/Washington Counties Suburban Cable Commission down through Saint Paul to Burnsville/Eagan and Hastings. Mr. Nielsen implemented a plan to bring service levels up to NCTA and FCC standards, and was in charge of reporting all engineering and technical data for national reporting FCC testing and reporting and public files for CLI and Proof of Performance. Additionally Mr. Nielsen spent 4 years as a Headend Technician and was involved in designing, wiring and maintaining headends, hubs and antennas. He was on call 24 hours a day for problems related to headends. Mr. Nielsen's first 3 years were spent as a Maintenance Technician. He was responsible for maintaining HSN and I-Net plants, field testing of FCC CLI and Proof of Performance requirements as well as working on call (24/7) for outages and problems.

Mr. Nielsen began his career as a technician and installer for Best Vision SMATV and Muller Prybel. Formal education was received at Dakota County Vocational Technical School in its Cable Television Degree Program.

Krystene Rivers

Krystene Rivers is a Research Associate for CBG Communications with a diverse background in research, accounting, project planning and executive management. Prior to joining the firm, Mrs. Rivers worked for over 18 years in various financial and executive management positions with each career requiring a variety of diverse financial, technical and operational skills. Mrs. Rivers has worked in a variety of both large and small business environments from a partnership business to a large corporation. This experience has enabled Mrs. Rivers to contribute insight and research experience into CBG's Needs Ascertainment and related projects. Mrs. Rivers is currently responsible for communications research projects which include the gathering of key information associated with needs ascertainment, survey research and development, data compilation and analysis and consumer issues. She is also a key component in the preparation of presentations and reports necessary for the provision of CBG's communications consulting services.

Team Partner**Constance Book, PhD**

Dr. Constance Book, PhD, (PhD, University of Georgia) is currently Associate Provost and professor of communications at Elon University, and owner of Telecommunications Research Corporation in Greensboro, North Carolina. Dr. Book obtained undergraduate degrees in mass communications from Louisiana State University and Northwestern State University. Her doctoral studies focused on the municipal/cable relationship. She has worked extensively with CBG Communications in needs and interest ascertainment in a number of jurisdictions.

Dr. Book is a professor and researcher in the fields of cable, video, PEG Access, broadband, internet and telecommunications. Her work included the first national assessment of municipal officials' attitudes toward cable television oversight. She has conducted quantitative and qualitative assessments of cable communications, broadband and telecommunications services in large, medium and small markets across the United States.

As professor, she has been awarded several research grants for assessments related to cable television service, has been recognized on several occasions for outstanding teaching, and her students have won awards in national competitions sponsored by the Society of Professional Journalists and the American Advertising Federation.

Dr. Book's research has been recognized in several nationwide settings, including NATOA, the National Cable Telecommunications Association (NCTA), the National Association of Broadcasters (NAB), the Broadcast Education Association, and the Association for Educators in Journalism and Mass Communication. Her work has been published in both academic and legal journals. Dr. Book was awarded a competitive grant from the National Association of Broadcasters to conduct the first living room test of high definition digital television. The results were presented at an NAB annual conference and included in her book *DTV: Digital Television Comes Home*.

Dr. Book has appeared on panels at the Federal Communications Commission, the NAB, NATOA and regional Cable Television Associations. She is often invited to lecture and moderate discussions on cable and telecommunication issues.

Carson Hamlin

Carson Hamlin, Media Integration Specialist/Video Engineer, received his B.A. degree in Technical Communications from Colorado State University. Mr. Hamlin is a native of Colorado. He worked for the Hewlett Packard Company for 12 years, eventually leaving HP's Interactive Television Network in Cupertino, California to return to Colorado. He is now the Media Integration Specialist and Operations Manager for the City of Fort Collins, CO where he oversees all of the technical aspects of digital video communication for the City of Fort Collins and Larimer County, CO. He is also the staff liaison between the city and all of the other PEG entities in Fort Collins. His duties include the oversight and purchase of all equipment used for both government and public access.

Mr. Hamlin has worked extensively as a Technical Director, editor, audio engineer and design engineer. His qualifications include video facility and system design, including the evaluation and purchasing of equipment used in all types of production facilities, integration of equipment,

Willmar, Minnesota

CBG Communications, Inc.

and troubleshooting. He has worked with CBG on multiple projects with many communities regarding the technical aspects of their PEG Access systems, facilities and equipment.

REFERENCES

Debbie McCoy, Manager

Clackamas County Cable Communications
2051 Kaen Road
Oregon City, Oregon 97045
Phone: (503) 742-5902
E-mail: debbiest@co.clackamas.or.us

Tim Finnerty, Executive Director

Ramsey/Washington Cable Commission
2460 East County Road F
White Bear Lake, MN 55110
Phone: (651) 779-7144
Email: timfinnerty@rwcable.com

Fred Christ, Administrator

Metropolitan Area Communications Commission (MACC)
15201 NW Greenbrier Parkway, Suite C-1
Beaverton, OR 97006
Phone: (503) 645-7365 x 200
Email: fchrist@maccor.org

Additional References can be furnished upon request.

PROJECT COST

CBG will complete a PEG Access Needs Assessment project that encompasses all of the tasks described above, for the not to exceed cost of \$19,920 including reimbursable expenses¹.

The cost estimates is based on the number of hours projected (112) multiplied by a blending of the individuals' hourly rates as defined below. The specific hourly rates charged vary from \$50 per hour (Research Associate) to \$175 per hour (Principal Consultant), depending upon the personnel utilized.

Personnel Hourly Professional Services Rates

The hourly rates for the personnel that will be involved are the following:

- Tom Robinson (TR), Principal Consultant - \$175.00
- Dick Nielsen (DN), Senior Engineer - \$165.00
- Krystene Rivers (KR), Research Associate - \$50.00
- Dr. Constance Book (CB), Elon University/Telecommunications Research Corp.,
Survey/Statistical Work - \$150.00
- Carson Hamlin (CH), Video Engineer/Media Integration Specialist - \$125.00

Invoicing/Billing

CBG bills for professional services on a monthly basis. Each invoice details an individual that performed services that month and their monthly charge, including hours worked. Additionally, each invoice will contain a detailed narrative of work performed during the billing period.

¹ CBG and its team partners would be reimbursed for expenses such as telephone, clerical charges, postage, copy expenses, Fed Ex or courier expenses, travel expenses, and other similar expenses. We are utilizing a rate of 10% above Professional Services fees for estimation purposes concerning reimbursement expense cost.

ADDITIONAL SERVICES THROUGHOUT THE RENEWAL PROCESS

If requested, CBG will participate in other franchise renewal processes, including working with City staff and legal counsel to help develop successful negotiation directions and strategies. CBG is well versed in providing support and guidance for, and participating directly in, franchise negotiations stemming from ascertainment findings and related processes. These directions and strategies will be based on a preponderance of the data gathered; a strengths, weaknesses, opportunities and challenges analysis; and prior successful experience with such strategies. More specifically, CBG could assist with (but not limited to), as needed:

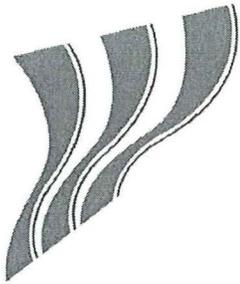
- a) Setting priorities based on findings and conclusions in the needs assessment report.
- b) Strategy discussion(s) with the City and its legal counsel to discuss ways of best meeting goals.
- c) Face-to-face discussions with Charter.
- d) Negotiation via telephone, as necessary.
- e) Negotiation via e-mail, as necessary.
- f) Briefing elected officials in public or closed sessions.

Where formal franchise renewal proceedings are required, CBG can also assist City staff and its legal counsel in preparing the associated Request for Renewal Proposal, evaluating the Proposal and assisting in the development of the staff report for public proceedings. Whether the process is completed formally or informally, CBG can work with City staff to participate as needed in all franchise renewal preparations, public hearings, meetings, etc.

Additional services beyond the scope of work as defined above can be requested from CBG and our Team Partners at the above hourly rates and/or an agreed upon not to exceed price.

Conclusion

CBG appreciates the opportunity to provide the City of Willmar, Minnesota with this Proposal for PEG Access Needs Assessment Consulting Services Related to Cable Franchise Renewal. We have the requisite expertise and regional and national experience to competently, efficiently and expeditiously provide the services and results the City requires related to its franchise renewal processes.



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 5

Meeting Date: 20150731

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: Information Systems

Agenda Item: Information Systems 2015 Capital Improvement Reallocation

Recommended Action: Reallocate the 2015 Capital Improvement Thin Client Funds for HVAC repairs for WRAC.

Background/Summary: The current HVAC system at WRAC cannot adequately remove moisture from the building and there is no air exchanger or windows that allow for air circulation.

Alternatives: Do not approve the fund change.

Financial Considerations: 43,000

Preparer: Ross Smeby

Signature:

Comments: After an analysis by multiple contractors it was determined that a dehumidifier and air exchanger was needed for the building. One of the quotes also included reattaching heater cores in the building since there is a concern that the current heater for the building is not adequate.



Chappell Central, Inc.

2101 Gorton Ave. NW PO Box 916 Willmar, MN 56201 320-235-2151
Fax: Commercial/Residential 320-235-8992 Manufacturing/Shop 320-235-8995 Office 320-235-5874
www.chappellcentral.com

July 8, 2015

Willmar Regional Access
Attn: Ross
417 Litchfield Avenue
Willmar, MN 56201

Dear Ross:

This proposal is in regard to the installation of an E.R.V. air exchanger for Willmar Regional Access Channel. The following is a breakdown of the equipment and materials we are offering for your consideration.

EQUIPMENT

Air To Air Exchanger

RenewAire Energy recovery ventilator, model HE1XRT. Ten year core warranty. Direct drive motors, 208/230v 1ph, 15amp MOCP, factory install disconnect. This appliance comes installed complete with the materials listed below for \$17,915.00.

MATERIALS

Time clock to run unit.
Duct work as required for installation.
Duct insulation as needed for drops.
10kw electric supply heater.
Roof curb.
Crane to set unit.
Roofer to install curb.
City permit.
Freight.
Taxes and installation labor.

High and low voltage wiring would be completed by others.

Thank you for the opportunity to offer this proposal. Please contact me if I can be of additional assistance or for scheduling this installation.

Sincerely,

Paul Krueger

Bullet Proof Mechanical Service Inc

BULLET PROOF MECHANICAL SERVICE INC.

103 30th ST NW Suite B
Willmar, MN 56201



Name / Address
WRAC 8 417 LITCHFIELD AVE SW WILLMAR, MN 56201

ESTIMATE

Date	Estimate #
7/23/2015	401

Description	Qty	Rate	Total
<p>*Bullet Proof Mechanical Service Inc is pleased to offer the following estimate for adding a heating, cooling, and ventilation system to your tv station building. SCOPE: 1. INSTALL ENERGY RECOVERY VENTILATOR AND DEHUMIDIFICATION SYSTEM IN BASEMENT. - HANG 300 CFM ERV ABOVE REAR ENTRY AREA BY BASEMENT STAIRS AND DUCT INTAKE AND EXHAUST THROUGH ROOF. (FRESH OUTSIDE AIR DUCT WILL BE INSULATED. WE WILL BUILD THE ROOF CURBS AND WEST CENTRAL ROOFING WILL ROOF THEM IN.) - RUN DUCTWORK INTO BASEMENT TO DRAW STALE MOIST AIR FROM FOUR CORNERS AND DUMP FRESH AIR IN CENTER. - INSTALL DIGITAL TIME CLOCK TO OPERATE THE ERV ON A SCHEDULE. - INSTALL HI-E DRY 195 PINT PER DAY DEHUMIDIFIER WITH CONDENSATE PUMP TO REDUCE HUMIDITY LEVEL IN BASEMENT. CONDENSATE TO BE DRAINED IN SUMP HOLE IN BASEMENT.</p> <p>2. INSTALL AIR HANDLER , CONDENSER, AND ENERGY RECOVERY UNIT FOR MAIN FLOOR OF THE BUILDING. CONNECT PIPING FOR HOT WATER HEAT. - INSTALL THE CARRIER INFINITY 2000 CFM AIR HANDLER ABOVE THE CEILING IN THE BACK OF THE BUILDING. THIS AIR HANDLER WILL HAVE A 5 TON EVAPORATOR COIL PRE INSTALLED. A 5 TON AIR CONDITIONING CONDENSER WILL BE MOUNTED ON THE ROOF OF THE BUILDING TO HANDLE THE COOLING LOAD. WITH THIS UNIT WE CAN RUN A DEHUMIDIFICATION SEQUENCE WHERE THE COMPRESSOR MODULATES ALONG WITH THE INDOOR FAN TO MATCH THE LOAD IN THE SPACE. THIS WILL BE CONTROLLED BY A WALL MOUNTED TOUCH SCREEN CONTROL. - RUN 20" SPIRAL DUCT FROM THE AIR HANDLER TO THE SUPPLY DROP DUCT ON THE EXISTING DUCT SYSTEM. - DRAW WILD RETURN FROM ABOVE THE CEILING NEAR THE NEW AIR HANDLER AND ADD A 10" SPIRAL DUCT DOWN THE CORRIDOR TO DRAW RETURN AIR FROM THE FRONT OF THE BUILDING. ADD RETURN OPENINGS IN EACH ROOM AS NEEDED. - CAP THE EXISTING SUPPLY DUCT THAT TRANSFERS THROUGH THE WEST WALL. - RECONNECT ALL OF THE SUPPLY DUCTS THAT HAVE BEEN UNHOOKED AND CAPPED.</p>			
This estimate is valid for 30 days. Thank You!		Subtotal	
		Sales Tax (6.875%)	
Please sign, date and return to accept. X		Total	

Bullet Proof Mechanical Service Inc

BULLET PROOF MECHANICAL SERVICE INC.

103 30th ST NW Suite B
Willmar, MN 56201



Name / Address
WRAC 8 417 LITCHFIELD AVE SW WILLMAR, MN 56201

ESTIMATE

Date	Estimate #
7/23/2015	401

Description	Qty	Rate	Total
<ul style="list-style-type: none"> - INSTALL A TOUCH SCREEN CONTROL TO OPERATE THE AIR HANDLER UNIT. - INSTALL A 600 CFM ERV ABOVE THE CEILING NEXT TO THE NEW AIR HANDLER. THE INTAKE AND EXHAUST DUCTS WILL BE RUN THROUGH THE ROOF AND THE INTAKE AIR DUCT WILL BE INSULATED. WE WILL BUILD THE ROOF CURBS AND WEST CENTRAL ROOFING WILL ROOF THEM IN. - THIS ERV WILL DRAW STALE AIR FROM THE AIR HANDLER RETURN DUCT INLET. THE ERV FRESH AIR WILL BE DUCTED DIRECTLY INTO THE AIR HANDLER RETURN CLOSER TO THE AIR HANDLER BLOWER FAN. - INSTALL DIGITAL TIME CLOCK TO OPERATE THE ERV ON A SCHEDULE. - RECONNECT THE HOT WATER COILS THAT ARE INSTALLED IN THE SUPPLY DUCTWORK. THEY WILL BE PIPED BACK TO THE CITY HOT WATER HEAT EXCHANGER IN THE NE CORNER OF THE BASEMENT. WE WILL INSTALL A HOT WATER CIRCULATING PUMP ALONG WITH AN EXPANSION TANK, AIR SEPARATOR, AND NECESSARY CONTROLS. (THERE IS CURRENTLY NOT ENOUGH HEAT IN THE BUILDING TO HANDLE THE WINTER LOAD. 4. MISC. REPAIRS. - MAKE REINFORCED COVERS FOR ALL OPENINGS IN THE BASEMENT FLOOR TO SEAL OUT MOISTURE. - INSTALL PAINTED GUARD RAIL AT THE TOP OF THE REAR STEPS TO PREVENT A FALL. <p>NOTE: THE FOLLOWING IS INCLUDED FOR ALL EQUIPMENT</p> <ul style="list-style-type: none"> - ELECTRICAL WORK. (INCLUDES AN ADDITIONAL ELECTRICAL PANEL AS YOUR CURRENT ONE HAS NO SPACES LEFT). - ROOFING. - LABOR - 1 YEAR WARRANTY - LOCAL SERVICE - QUALITY WORKMANSHIP <p>*EQUIPMENT, CONTROLS</p> <p>* MATERIALS- DUCT WORK, INSULATION, HARDWARE, METAL COVERS, PIPING, PUMP</p> <p>INCOMING FREIGHT</p>	<p>1</p> <p>1</p> <p>1</p>	<p>16,418.67</p> <p>5,020.00</p> <p>200.00</p>	<p>16,418.67</p> <p>5,020.00</p> <p>200.00</p>
This estimate is valid for 30 days. Thank You!		Subtotal	
Please sign, date and return to accept. X		Sales Tax (6.875%)	
Page 2		Total	

Bullet Proof Mechanical Service Inc

BULLET PROOF MECHANICAL
SERVICE INC.

103 30th ST NW Suite B
Willmar, MN 56201

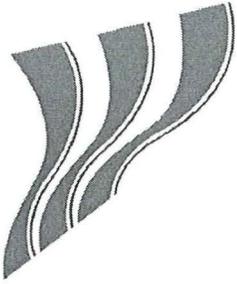


Name / Address
WRAC 8 417 LITCHFIELD AVE SW WILLMAR, MN 56201

ESTIMATE

Date	Estimate #
7/23/2015	401

Description	Qty	Rate	Total
Labor	1	15,980.00	15,980.00
ELECTRICAL WORK. (INCLUDES 1 NEW 100 AMP SERVICE PANEL TO FEED ALL NEW EQUIPMENT	1	3,200.00	3,200.00
ROOFING WORK TO INSTALL ALL 4 ROOF CURBS AND ROOF JACK FOR A/C LINESET	1	2,400.00	2,400.00
*NOTE: NO TAX IS INCLUDED IN THIS ESTIMATE:			
This estimate is valid for 30 days. Thank You!		Subtotal	\$43,218.67
Please sign, date and return to accept. X		Sales Tax (6.875%)	\$0.00
Page 3		Total	\$43,218.67



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

Agenda Item Number: 6

Meeting Date: August 31, 2015

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: Information Systems

Agenda Item: New City of Willmar Technology Use Policy

Recommended Action: Approve the new Technology Use Policy

Background/Summary: The use Computer Use Policy was adopted in 2003. This is an updated version of the policy. Given the new technology that has been implemented by the city a complete rewrite of the policy has been done.

Alternatives: Do not approve the policy or approve with changes.

Financial Considerations: None

Preparer: Ross Smeby

Signature:

Comments: Attached – Current Computer Use Policy and the proposed Technology Use Policy.

CITY OF WILLMAR COMPUTER USE POLICY

DATE ISSUED: June 16, 2003

REVISED:

SECTION I. PURPOSE

To provide guidelines and an understanding of what is acceptable and unacceptable behavior pertaining to the use of computers, computer related accessories, computer stored or generated information, and software. The City acknowledges that everyone benefits from a safe computing environment, therefore, the following policy was written to govern the computer and information resources. The purpose of this policy is to assist the City in protecting the computer system security and assets, to protect the privacy rights of employees, to manage City resources, and to protect the rights of third parties to get appropriate access to statutory information consistent with data practice laws.

In this document, when electronic mail or E-mail is listed, it refers to any internal or external electronic mail system available to City staff or other authorized persons.

The City intends to honor these policies but reserves the right to change them at any time with such prior notices, if any, as may be reasonable under the circumstances.

SECTION 2. HARDWARE USAGE AND COMPUTER RELATED ACCESSORIES

Hardware Policy

If an employee needs to use a computer in a department other than the one to which he or she is assigned, he or she must obtain approval in advance from the Department Head of the other department. Only City employees are authorized to use the City computer equipment.

Software and CD-ROM Policy

The City licenses the use of its computer software and CDs from a variety of outside companies. All City employees who use computers must abide by the license agreements that govern the use of each software application and CD. The City does not own the computer software or CD or its related documentation unless ownership is part of the agreement and, unless authorized by the developer or manufacturer, does not have the right to reproduce it.

The technology services staff will hold and protect the original master diskettes for all authorized software. Authorized software includes any business application software purchased by the City.

The technology services staff will maintain an inventory of each personal computer that includes the PC make and model, and the authorized software installed on it. Staff members who have a personal computer assigned to them must verify that the software installed matches the technology services staff's inventory. The technology services staff may take random inventories throughout the year.

Employees are encouraged to use the computer and computer related accessories (i.e. digital camera, scanner, DVD, CD-ROM) and related items as needed to enhance the performance of their job.

The City offers employees the privilege of personal use of the computers' software and peripherals. However, only City authorized software (as defined in the Software and CD-ROM Policy section) available at the workstation or on the network must be used.

Recognizing that employees will improve their proficiency from practice on the computer, employees may operate the PCs for personal use according to the following rules:

- 1) No hardware/software shall be used for personal use while the employee is on duty.
- 2) No hardware/software shall be used off-duty if other city employees currently need it to conduct city business.
- 3) No hardware/software shall be used in a manner to cause future embarrassment to the employee or the department as a whole. This includes using the equipment to promote political views, viewing pornographic material or anything that would normally be considered illegal or unethical behavior relating to a standard of conduct expected by the public from a public employee.
- 4) Employees must use the computer and printers to print originals only. The equipment is not to be used as a duplicating machine.
- 5) Computer equipment and accessories may not be used by non-department members without the approval of the department head or first line supervisor.

Employees are expected to respect all City owned computers and related equipment. Any misuse/abuse of these items could result in disciplinary actions similar to what would be expected in regard to misuse or abuse of any other department owned equipment. In relation to computer and/or software, misuse/abuse includes but is not limited to:

- 1) Intentional deletion of software files or any informational files unless the files were installed or created by the person who performs the deletion. Personal files may be deleted only by the creator/owner of the files(s) or by a person designated to maintain computer resources and file integrity as assigned .
- 2) Intentional insertion of a virus or similar related program for the purpose of disrupting normal computer functions.

- 3) Attempted hacking of passwords or logging onto a computer system using a password or account name you were not assigned to or authorized for.
- 4) Changing keys or keyboard functions to confuse or prevent the user from performing normal English keyboard typing known as the QWERTY layout.
- 5) Administering any physical effort on equipment causing malfunction or physical damage to the equipment.

SECTION II. SOFTWARE AND COMPUTER GENERATED OR STORED INFORMATION

Employees may store personal work related information (files) on department computer systems. No illegal or unethical material shall be stored on department computer systems. The use of the term "illegal" shall mean any material that promotes behavior considered being statutorily illegal as defined by State of Minnesota and/or Federal laws. The use of the term "unethical" shall mean anything that would normally be considered unethical behavior relating to a standard of conduct expected by the public of a local government employee or in violation of department directives or policy.

No software program shall be installed in a city owned computer unless approved by the person designated as responsible for the maintenance of the department computer systems.

Different workstations may contain different programs depending on the needs of the users at the designated workstation.

SECTION III. EXPECTATION OF PRIVACY

There are limitations to the expectation of privacy relating to digital information created or stored on department owned computers. The expectation of privacy extends only so far as to include an expectation of privacy for information stored in specific directories created for or shared by specific users on a networked system.

The Department Head, or assigned designee, may access any digital information stored on city owned hardware within their respective departments. If digital information (files) are being stored on city owned hardware, then the information is considered to belong to the department even though it may be personal in nature. Examples are given for clarification:

- 1) Example: The department assigns you a personal directory created on department owned equipment. The only person allowed access to this directory is you. Any information held in this directory becomes property of the department since it is being stored on department equipment. The only person with access to this information would be you and the Department Head who has access to and is ultimately responsible for all property within the department. The only exception to this right of privacy is monitoring by the Department Head or assigned

designee to be responsible for maintaining the integrity of digital information stored on department equipment.

- 2) Example: The department assigns the use of a directory to a specific group of individuals created on department owned computer equipment. Your expectation of privacy for information you place into this type of directory structure is limited to you and those that share the directory. This means anyone you share the directory with, has a right to access the information you keep within the designated group directory. This information is also accessible to the Department Head or assigned designee to be responsible for maintaining the integrity of digital information stored on department equipment.
- 3) Example: The department has an information storage area shared by everyone (drive space or directory structure). There is no expectation or right to privacy of files you create and store there since this area and the information it contains is considered to be accessible to everyone. This information is also accessible to the Department Head or assigned designee to be responsible for maintaining the integrity of digital information stored on department equipment.

SECTION IV. ELECTRONIC MAIL (E-MAIL)

This policy outlines city rules and procedures and employee responsibilities for electronic mail (e-mail) messages **sent** or **received** via the city's e-mail systems. E-mail sent and received through a department owned computer is digital information. E-mail correspondence that you keep (archive) is stored on department equipment. This information belongs to the City of Willmar. Do not create, forward or send any information that is illegal, or in violation of department directives or policy, would cause you embarrassment, or is sensitive in nature.

Purpose

The purpose of e-mail is to conduct city business. Use e-mail as you would send a postcard. Anyone in the mail chain could read the message! Do not e-mail anything that you would be offended to have your intended recipients pass on to others.

Ownership

E-mail equipment and messages are city property. Messages that are created, sent or received using the city's e-mail system are the property of the city. The city reserves the right to access and disclose the contents of all messages created, sent or received using its e-mail system.

Usage

All e-mail communication must be handled in the same manner as a letter, fax, memo or other governmental communications. No commercial messages, employee solicitations, messages of a religious or political nature are to be distributed using city e-mail. E-mail messages may not contain content that may be considered offensive or disruptive. Offensive content includes but is not limited to obscene or harassing language or images, racial, ethnic, sexual or gender specific comments or images or other comments or images that would offend someone on the basis of their religious or political beliefs, sexual orientation, national origin or age. Employees may not retrieve or read e-mail that was not sent to them unless authorized by the city or by the e-mail recipient.

Non-Business E-mail

Incidental and occasional personal use of electronic mail by employees is allowable but should not interfere with or conflict with business use. Employees should exercise good judgment regarding the reasonableness of personal use. Such messages become the property of the city and are subject to the same conditions as city e-mail.

Other e-mail issues may be addressed in this policy or included as part of the city's overall information systems standards and procedures. They include:

- * Virus checking of attachments
- * Archival/storage of old messages
- * Use of distribution lists
- * Restricting use of "copy all" for sending or responding to messages

SECTION V. PASSWORD PROTECTION

Use Good Passwords. Do not use easily guessable passwords. Here are some guidelines for good passwords:

DO:

Use a password that is at least 6 characters long. Use characters from three of the four different types (Upper Case, Lower Case, Numbers Special Characters such as ?!#). Use a combination of two words with a special character in between.

DON'T:

Use your username. Use your name, or the name of a family member or pet. Use a blank password. Use the word "password."

Report all passwords to the Data Processing department for official recording.

SECTION VI. ARCHIVE & RETENTION POLICY

A. Electronic mail or "E-mail" is simply a method of communicating information and does not constitute a public record in and of itself. However, the information transmitted through the use of E-mail may become a public record if it meets the definition in M.S. 15.17 the Official Records Act or M.S. 138.17 the Records Management Act., which generally is information made or received in the transaction of public business. If information transmitted by E-mail meets the definition of "public record," then it may not be deleted or otherwise disposed of except in accordance with a records retention schedule approved by the State Information Policy Analysis Division. The content of the E-mail message determines the retention requirement.[1]

B. The individual to whom the message is addressed becomes the legal "custodian" once the message is received and is the person responsible for ensuring compliance with M.S. 15.17 the Official Records Act. Although most agencies also periodically back up information residing on system hard drives, this is not done for archival purposes or in order to meet the requirements of the Official Records Act, but as a safety measure in case of system failure or unlawful tampering ("hacking"). The system administrator is not the legal custodian of messages which may be included in such back up files.

C. E-mail messages generally fall into two categories.

1. First, some E-mail is of limited or transitory value. For example, a message seeking dates for a proposed meeting has little or no value after the meeting date has been set. Retention of such messages in the computer system serves no purpose and takes up space. Such messages may be deleted as soon as they no longer serve an administrative purpose.

2. Second, E-mail is sometimes used to transmit records having lasting value. For example, E-mail about interpretations of a department's policies or regulations may be the only record of that subject matter. Such records should not be maintained in E-mail format, but should be transferred to another medium and appropriately filed, thus permitting E-mail records to be purged at regular intervals.

D. While the methods for reviewing, storing or deleting E-mail vary, compliance with the retention requirements of the Official Records Act may be accomplished by doing one of the following:

1. Print the E-mail and store the hard copy in the relevant subject matter file as would be done with any other hard-copy communication. Printing the E-mail permits maintenance of all the information on a particular subject matter in one central location, enhancing its historical and archival value.

2. Electronically store the E-mail in a file, a disk, or a server, so that it may be maintained and stored according to its content definition under the unit's records retention policy.

[1] Additional information on this topic may be found at the State Information Policy Analysis Division web site (www.ipad.state.mn.us) .

SECTION VII. VIOLATION OF POLICY

Violation of this policy will result in disciplinary action up and including termination and/or legal action if warranted. Examples of misuse include the following: allowing obscene, profane or offensive material to be transmitted over any city communication system. This includes, for example, accessing erotic materials via news groups. Also, messages, jokes, or forms which violate our harassment policy or create an intimidating or hostile work environment are prohibited. Use of city communications systems to set up personal businesses or send chain letters is prohibited. Accessing copyrighted information in a way that violates the copyright is prohibited. Breaking into the system or unauthorized use of a password/mailbox is prohibited. Broadcasting unsolicited personal views on social, political, religious or other non-business related matters is prohibited. Solicitation to buy or sell goods or services is prohibited except on junk mail or ad-hoc mail groups.

Employees should report any misuse of the city e-mail system or violations of this policy to the appropriate city official.

SECTION VIII. EFFECTIVE DATE

The effective date of this policy is: June 16, 2003



**INFORMATION SYSTEMS
POLICY**

TITLE: TECHNOLOGY USE POLICY

DESCRIPTION: POLICY REGARDING THE USE OF CITY OWNED TECHNOLOGY

DRAFT POLICY

DATE ISSUED:

REVISED: 2015-9-29

City of Willmar Technology Use Policy

Section I. Purpose

This document serves to protect the security and integrity of the city's electronic communication and information systems by educating employees about appropriate and safe use of available technology resources. In doing so, it provides guidelines and understanding of what is acceptable and unacceptable behavior pertaining to the use of technology, technology related accessories, computer stored or generated information, and software. This document is not only intended to assist the city in protecting its assets, but also to protect the privacy rights of employees, manage city resources, and to protect the rights of third parties to get appropriate access to statutory information consistent with data practice laws. This policy is to be adhered to by all users (including full time, part time, temporary employees, vendors, consultants, volunteers, interns and others) who have access to or use City of Willmar technology resources, both on and off city property.

The city intends to honor these policies, but reserves the right to change them at any time with such prior notices, if any, as may be reasonable under the circumstances.

Section II. Expectation of Privacy

The city reserves the right to inspect or monitor any data, e-mail, files, settings or any other aspect of city-owned equipment or a related system at any time, including data created for personal use.

Section III. Personal Use

Recognizing that employees may improve their proficiency from practice on the computer, and that some personal use of city-owned computers will occur, employees may operate the computers for personal use according to the following guidelines:

- Only city employees may use city-owned equipment. Non-city employees (such as family or friends) are not allowed to use city equipment or technology resources.
- Personal use must take place off-duty (breaks, lunch, before or after work) and should never preempt work use.
- Reasonable use of city e-mail systems for personal correspondence is allowable, provided it does not interfere with an employee's normal work and is consistent with all provisions in this policy. Employees should exercise good judgment



INFORMATION SYSTEMS

POLICY

TITLE: TECHNOLOGY USE POLICY

DESCRIPTION: POLICY REGARDING THE USE OF CITY OWNED TECHNOLOGY

regarding the reasonableness of personal use. Personal messages are subject to the same conditions and policies as all city e-mail.

- Reasonable use of the city's access to the Internet for personal reasons is allowable, provided it does not interfere with an employee's normal work and is consistent with all provisions in this policy.
- Employees are not allowed to use or connect personal peripheral tools or equipment (such as digital cameras, cell phones, flash drives and wireless routers) to city-owned systems, without prior Information Systems department approval. Connection of such devices without authorization could result in confiscation of the device and possible disciplinary action.
- Personal files and electronic data may be stored on your network home folder, providing the total size of all personal files does not exceed 50 MB. Files in this capacity may not be backed up by the Information Systems department network backup. The Information Systems department retains the right to remove any personal files upon notification of the employee, unless the files pose a direct data security risk.
- Use of city equipment or technology for personal business interests, for-profit ventures, political activities or other uses deemed by the city clerk or administrator to be inconsistent with city activities is not allowed.
- All items made with the use of city owned equipment or technology or items stored on city-owned equipment or technology is considered to be property of the city.
- Any personal use which adversely affects the city or results in damage or theft of any city equipment or technology could result in disciplinary action and loss of privileges to use the city's technology.
- Connection of personal items to the city's wireless will be done only with the permission of the Information Systems Coordinator. The IS Department retains the right to remove items from the city's wireless network at any time.

Section IV. Software and Hardware

In general, all software and hardware required for an employee to perform his or her job functions will be provided by the city. All requests for new equipment or software must go through the employee's appropriate supervisor before the Information Systems Department.

Employees are responsible for the proper use and care of City-owned computer equipment and other hardware. City hardware must be secured while off City premises; city hardware shall not be left in an unlocked vehicle or unattended at any offsite facility. City-owned hardware should not be exposed to extreme heat, cold or humidity, and if it is it should be allowed to achieve normal room temperature and humidity before being turned on.



INFORMATION SYSTEMS

POLICY

TITLE: TECHNOLOGY USE POLICY

DESCRIPTION: POLICY REGARDING THE USE OF CITY OWNED TECHNOLOGY

All city employees who use technology equipment must abide by the license agreements that govern the use of each software application. The Information Systems (IS) staff will hold the original master program and its documentation for all authorized software. Authorized software includes any business application software purchased or used by the city. Any software purchases, including standard software purchases, need to be approved and recorded by IS staff.

The IS department, in coordination with all other departments, has decided upon software standards. The IS department maintains this list and holds the original master programs and documentation for all authorized software. This software is the only software which can be installed on city-owned equipment.

Unapproved software, devices, hardware or downloads (free or otherwise), that have not been specifically approved by the IS department may compromise the integrity of the city's computer systems and are prohibited.

Also, software purchased for one's home computer or pirated software cannot be present on any city-owned equipment.

The IS department may take random inventories throughout the year and, without notice, remove any unauthorized program, software, equipment, downloads, hardware or other resources.

Employees are expected to respect all city owned technology and related equipment. Any misuse could result in disciplinary actions. Misuse includes, but is not limited to:

- Intentional deletion of files in an effort to disrupt city processes.
- Intentional insertion of a virus, spyware or similar related program to disrupt city processes.
- Attempts to access a system you are not assigned or authorized to use.
- Causing malfunction or damage by using physical force.
- Use or installation of unauthorized software or hardware.
- Attaching any personal hardware to the city's network.
- Installation of any unapproved software on the city's technology equipment.
- Unapproved installation of any city owned software on a personal device.
- Any intentional actions designed to damage or create unwanted activity on any city owned technology device or system.

Departments and employees are not allowed to purchase, deploy, use or implement any technology related software or hardware without approval of the Information Systems Department. Any unapproved technology related software or hardware will be removed and confiscated by the Information Systems Department.



INFORMATION SYSTEMS

POLICY

TITLE: TECHNOLOGY USE POLICY

DESCRIPTION: POLICY REGARDING THE USE OF CITY OWNED TECHNOLOGY

Section V. Electronic Mail (e-mail)

The city provides staff with an e-mail address for work-related use. Any e-mail sent or received, whether work-related or personal, may be considered “public” data and may not be protected by privacy laws. E-mail may also be monitored as directed in Section II. E-mail which constitutes a public record needs to be kept in accordance with Section VI and X.

The following policies relate to all e-mails:

- Do not correspond by e-mail regarding confidential communications. E-mail can be read in transit. This type of information would include, but is not limited to, passwords, social security numbers and credit card or bank account information.
- Do not open e-mail attachments or links from an unknown sender. Delete junk or “spam” e-mail without opening it, if possible, and do not respond to unknown senders.
- Do not use harassing language. This includes sexually offensive, insensitive or derogatory material.
- Any malicious, junk, spam or unwanted emails must be reported to the IS Department.
- Any official city business should occur with the city issued email account and not with a personal account.

Section VI. Storing and Transferring Documents and Data

All city business should be conducted only on city-owned or authorized equipment. No material should be stored which may be illegal, could cause damage or is considered unethical. When possible, all created files should reside on a network server. The following are some general guidelines that may be useful to consider:

- E-mail that is simple correspondence and not an official record of city business should be deleted as soon as possible and should not be retained by employees for more than one month. The city may use automatic deletion and other policies to enforce this standard.
- E-mail and documents which constitute an official record of city business must be kept in accordance with all records retention requirements.

The IS Department may enforce a data storage limit on email and file servers for individual users.

If you are unsure whether an e-mail or other document is a government record for purposes of records retention laws, or is considered protected or private under data practices, check with your supervisor or the City Clerk.

All data will be retained in accordance with Municipal, State and Federal data practice laws and procedures.



INFORMATION SYSTEMS

POLICY

TITLE: TECHNOLOGY USE POLICY

DESCRIPTION: POLICY REGARDING THE USE OF CITY OWNED TECHNOLOGY

Transfer of Data

Transferring data and documents between computer systems may require information to be stored on a CD, DVD, flash drive, or other storage media. Only city approved and provided media can be used for data transfer.

Section VII. Internet

The city provides internet access to employees for work on city business. Employees may use this access for work-related matters in a professional manner. Occasional personal use of the Internet is acceptable within the bounds of Section III.

The following considerations apply to all uses of the internet:

- There is no quality control on the internet. All information found on the Internet should be considered suspect until confirmed by another source.
- Employees may not at any time access inappropriate sites. This includes sites which are engaging in illegal activity, unethical, or harmful to the company. Sites which are sexually explicit or material advocating intolerance of other people, races or religions are also included.
- Any software or files downloaded from the internet must meet the additional requirements described within this document.
- Applications which are bandwidth intensive, such as web radios or web TV or other streaming services may be limited by the IS Department at any time.
- As stated in Section III, Internet use may be monitored at any time without prior notice.
- The IS Department and City Administrator reserve the right to block any internet sites.

Section VIII. Passwords and Physical Security

Employees are responsible for maintaining computer passwords. Standards for passwords are enforced by the IS Department and are stated in the Password Policy maintained by this department. Employees are expected to use a password which meets the requirements of the Password Policy on all related hardware and software.

Some equipment and software will not allow passwords which meet the Password Policy. In these events an exception will be made and the IS Department must be notified.

Section IX. Violation of Policy

Violation for this policy may result in disciplinary action. Employees should report any violations of this policy to the appropriate city official.



INFORMATION SYSTEMS

POLICY

TITLE: TECHNOLOGY USE POLICY

DESCRIPTION: POLICY REGARDING THE USE OF CITY OWNED TECHNOLOGY

Section X. Archive and Retention Policy

Each employee is responsible for following the Data Practice Procedures and Guidelines adopted by the city. The City Administrator is responsible for this document.

Section XI. Tablet Use and Handling

Tablets are intended to assist in the efficient performance of duties. This may include enhancing meeting workflow, reducing use of paper, improve efficiency or improve timeliness of communication.

The IS Department will be responsible for issuing tablet computers, charging cable, and any other accessories that are deemed necessary to city employees and/or elected officials. These items shall at all times remain city property and be returned immediately upon request.

Any accessory desired by an individual for their tablet must be approved by the Information Systems Department. The Information Systems Coordinator will determine if the accessory is to be purchased by the city or the individual.

Each individual is responsible for the general care of the tablet device and all accessories. Below are guidelines to maintain this care:

- No writing, drawing, stickers or labels may be applied to the tablet.
- Only a clean, soft cloth should be used to clean the screen.
- The tablet must remain in its protective case, if provided.
- Do not lean or place anything on the screen that may cause damage.
- When not in use, store in a secure location.
- Immediately report lost, stolen, malfunctioning or damaged devices to the IS department.
- Consult with the IS Department prior to connecting the tablet to any computer.

The city will be responsible for repairing tablets that have malfunctioned. Accidental damage will be repaired by the city once with the cost borne by the city. Any cost associated with repairing additional accidental damage shall be covered by the individual to whom the device was assigned. Any costs related to damage from misuse or neglect shall be the responsibility of the individual to which the device was assigned.

Issued devices are intended for professional use. The city does not maintain loaner devices, so individuals will be responsible for conducting meetings without a device in the event of a lost, misplaced or damaged device.

- Devices shall be maintained in a suitably charged state during work hours.
- Inappropriate media may not present on the device.
- Any city information should be stored using the city-designated online storage technology.



INFORMATION SYSTEMS

POLICY

TITLE: TECHNOLOGY USE POLICY

DESCRIPTION: POLICY REGARDING THE USE OF CITY OWNED TECHNOLOGY

- Information stored on the device could be classified as public, private, or other data and is governed by Minnesota Statute Chapter 13 and must be treated accordingly.
- Information stored on the device should be retained according to the records retention schedule.
- Elected or appointed officials and city staff may not use e-mail or other messaging software/applications during the course of any public meeting, and shall otherwise limit device use during public meetings to accessing the agenda and related materials compiled by staff for such meeting.

City-issued devices may be taken home, provided the use is consistent with the City's Computer Use Policy. Failure to adhere to the policy shall result in the revocation of such privileges.

- Only the individual should use the device. If others use the device, the signed individual is still responsible for the device.
- Devices may be connected to non-city wireless networks.
- City staff is not responsible for home network use or support.
- Personally-owned music, games and apps may only be present on city-issued devices when using a personal account (ex. Apple ID).
- All software installed by the city must remain on the device.
- Storage space for city activities takes precedence over personal items.
- City staff is not responsible for personal related content. This content may be removed at any time.
- At no time can the device be used for political campaign purposes.
- It is the policy of the city to maintain the right to access and disclose any and all messages communicated through electronic means when city issued equipment is used. Regardless of the intent of the message (business or personal), any employee involved has no right to privacy, or to the expectation of privacy, concerning the content of any message or the intended destination of any message when using city-issued equipment.

The city will need to provide occasional maintenance on the devices. When requested, each individual will need to return the device to the IS department.

An individual shall return the device and all accessories to the IS department in good condition (reasonable wear and tear excepted) when either their term in office is up, or they are no longer employed by the city.

Section XII. Cell Phones

The City Administrator or appropriate Department Head may approve the provision of a city-owned cell phone and appropriate service plan to an employee if the following criteria are met:



INFORMATION SYSTEMS

POLICY

TITLE: TECHNOLOGY USE POLICY

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1. The position requires a significant time be spent working away from an existing workstation with phone service;
2. The position requires frequent contact with internal personnel or external contacts;
3. There is not an efficient alternative means of communication, such as a radio or pager; and
4. The use of a mobile phone increases the potential for an employee within a critical position to be more efficient and proficient with his/her work.

City-owned mobile phones provided to employees must be used in accordance with the following guidelines:

1. The phones will be used for business purposes necessary for completing job responsibilities;
2. The employee shall be responsible for notifying the city's Information Systems Department of personal use that exceeds the phone service plan allowance and reimbursing the city for any resulting overage charges.
3. The city-owned device and phone number will remain city property.
4. City-owned smartphones are considered property of the city and they must be used in accordance with this policy.
5. Use of city-owned and issued mobile phones shall be in conformance with all other policies and procedures of the city.
6. Employees should conduct city business only on a city owned device and not a personal device.
7. Occasional personal use may be necessary and is permitted, provided that that such personal use does not exceed the data or minutes for the individual device plan and does not increase the cost of the city's mobile phone service plan.

Section XIII. Cell Use and Handling

Cell phones are intended to assist in the efficient performance of duties. This may include enhancing meeting workflow, reducing use of paper, improve efficiency or improve timeliness of communication.

The IS Department will be responsible for issuing cell phones, charging cable, and any other accessories that are deemed necessary. These items shall at all times remain city property and be returned immediately upon request.

Any accessory desired by an individual for their phone must be approved by the Information Systems Department. The Information Systems Coordinator will determine if the accessory is to be purchased by the city or the individual.

Each individual is responsible for the general care of the device and all accessories.



INFORMATION SYSTEMS

POLICY

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The city will be responsible for repairing or replacing cell phones that have malfunctioned. Accidental damage will be repaired by the city once with the cost borne by the city. Any cost associated with repairing additional accidental damage shall be covered by the individual to whom the device was assigned. Any costs related to damage from misuse or neglect shall be the responsibility of the individual to which the device was assigned.

Cell Phone Guidelines

- City-provided cell phones are intended for use for official business only.
- Devices shall be maintained in a suitably charged state during work hours.
- Inappropriate media may not be present on the device.
- Information stored on the device could be classified as public, private, or other data and is governed by Minnesota Statute Chapter 13 and must be treated accordingly.
- Information stored on the device should be retained according to the records retention schedule.
- All employees are discouraged from using a mobile device to make a phone call while operating a motor vehicle in the conduct of City business, except for the purpose of making a phone call to obtain or render emergency assistance. Additionally, all employees are reminded that the use of a mobile device for non-telephone communication (e.g. texting) is illegal in Minnesota while operating a motor vehicle.

City-issued devices may be taken home, provided the use is consistent with the City's Computer Use Policy. Failure to adhere to the policy shall result in the revocation of such privileges.

- Only the individual should use the device. If others use the device, the signed individual is still responsible for the device.
- Devices may be connected to non-city wireless networks.
- All software installed by the city must remain on the device.
- Storage space for city activities takes precedence over personal items.
- City staff is not responsible for personal related content. This content may be removed at any time.
- At no time can the device be used for political campaign purposes.
- It is the policy of the city to maintain the right to access and disclose any and all messages communicated through electronic means when city issued equipment is used. Regardless of the intent of the message (business or personal), any employee involved has no right to privacy, or to the expectation of privacy, concerning the content of any message or the intended destination of any message when using city-issued equipment.



INFORMATION SYSTEMS

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The city will need to provide occasional maintenance on the devices. When requested, each individual will need to return the device to the IS department.

An individuals shall return the device and all accessories to the IS department in good condition (reasonable wear and tear excepted) when either their term in office is up, or they are no longer employed by the city.



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 7

Meeting Date: 9/28/2015

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 Ed/Rec

Agenda Item: Civic Center WiFi Grant-EDC and Blandin Foundation

Recommended Action: Approve entering into a grant agreement with the EDC/Blandin Foundation to fund WiFi enhancements at the Civic Center.

Background/Summary: This grant will enable the Civic Center to provide high speed WiFi services to users of the facility. To make this grant happen the Civic Center budget will absorb \$4,200.00 of the proposed \$14,000.00 estimate for this project to take place. The Willmar Area Curling Club will donate \$1,000.00 with the Blandin Foundation Grant covering the remaining \$8,800.00 of this project.

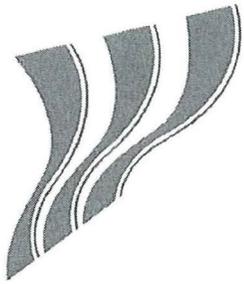
Alternatives: Do not commit to this project and let the grant funds be turned back to the grantee.

Financial Considerations: \$4,200.00 Civic Center Operations Budget

Preparer: Steve Brisendine

Signature:

Comments:



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

Agenda Item Number: 8

Meeting Date: September 28, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: October 5, 2015

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

Originating Department: Administration

Agenda Item: Vision 2040 Stakeholders Funding Request

Recommended Action: Approve funding of \$5,000 for Vision 2040 Marketing and Website Improvements

Background/Summary: The Vision 2040 Steering Committee meeting recently held noted some stakeholders are paying their requested share from current 2015 funding sources. Mayor Calvin requested this item be placed on the Finance Committee agenda for consideration using available funds in 2015 and removing the item from the 2016 budget consideration.

Those stakeholders paying with current funds are the City of Pennock, Willmar Public Schools, NLS School District, and Community Christian School. August 26, 2014 was the last payment made by the City of Willmar.

The Vision 2040 Project Review Committee makes funding recommendations to the whole Steering Committee, but specific funding of a project (like marketing and website improvements) will be respected.

Alternatives:

Financial Considerations:

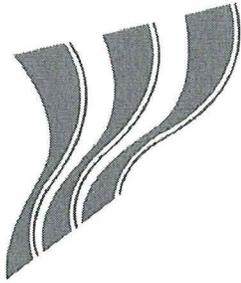
Preparer: Kevin J. Halliday, Interim City Administrator

Signature:

Comments:

VISION 2040 DASHBOARD (09/01/15)

<p>Overall Vision 2040 General Balance: (08/01/15) General Balance: \$28,219.93 (09/01/15) General Balance: \$28,719.93</p> <p>Vision 2040 Marketing Balance: (09/01/15) General Balance: \$12,549.37</p>	<p>New General Balance Transactions:</p> <p><u>Revenue:</u> 8/17 City of Pennock \$ 500.00</p> <p><u>Payables:</u> General 7/20 WAM/BC – Green Card Voices <\$ 3,000.00> 7/20 EDC – Mobile Broadband <\$ 2,000.00> 7/20 WCER – Dog Park <\$ 2,000.00> 8/1 Transfer to 2040 MKT <\$ 15,000.00></p>
<p>Vision 2040 Marketing: (09/10/15)PROGRAM BALANCE: \$12,549.37</p> <p>Calendar Year 2015 Operations Budget: \$15,000 <i>(allocated 4/8/15; as of 8/1/15 separate of General Operating Budget)</i> \$5,000 each for (1)Graphic Design Services (2)Public Relations/Marketing (3) Website</p> <p>Payables: 8/6 Vantage Point Mkt <\$ 248.50> 8/6 Baker Graphics <\$ 320.63> 8/10 E*Tap <\$ 431.00></p>	<p>WACF Grant Allocations: (\$20,000 award 10/14-10/15)</p> <p><u>Allocated Nov. 12, 2014:</u> 1-Leadership 2040 project \$10,000 SPENT 2-Robbins Island/Winter Movie \$1,500 3-Regional Broadband Study \$3,000 (match) RETURNED</p> <p><u>Allocated April 8, 2015:</u> 1-Green Card Voices project \$3,000 2-Dog Park \$2,000 3-Mobile Broadband \$2,000</p> <p>AVAILABLE GRANT BALANCE: \$1,500</p>
<p>Goal #1: <u>Attract and Retain Newcomers to the Willmar Lakes Area</u> Green Card Voices \$3000 allocated from WACF Grant (4/8/15)</p> <p>Community Housing Study: + \$12,900 Anonymous Gift to Vision 2040 -\$12,900 Grant to Kandiyohi Co. Housing and Redevelopment Authority to conduct study</p>	<p>Goal #2: <u>Strengthen the region's economic diversity</u> Mobile Broadband \$3000 allocated from WACF Grant (4/8/15)</p>
<p>Goal #3: <u>Develop and Enable more "Things to Do"</u> Movies in the Park: \$1500 allocated from WACF Grant (11/12/14) -\$760 spent on winter movie <i>Remainder will be spent on June movie and signage (sandwich board style for 2040 events)</i></p> <p>Dog Park \$2000 allocated from WACF Grant (4/8/15)</p>	<p>Goal #4: <u>Develop Next-Gen Leaders</u> WeLEAD: \$1,120.40 in project revenue at US Bank (9/01/15)</p> <p><i>Project is entirely funded by registration fees and in-kind support from planning team/community organizations and MinnWest Tech Campus space; no 2040 dollars</i></p> <p>Vision 2040 Leadership: (09/01/15)PROGRAM BALANCE: 4,682.47</p> <p>REVENUE: 7/31 Donation/Grad Admission \$ 1,005.00</p> <p>PAYABLES: 08/31 The Goodness <\$ 20.31> 08/31 Christy Kallevig <\$ 1,575.00></p> <p>(Project budget is not reflected in General Operating; has a separate budget/line item with fiscal host)</p>
<p>Goal #5: <u>Health and Wellness</u></p>	



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

Agenda Item Number: 9

Meeting Date: October 5, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: September 28, 2015

- Approved Denied
- Amended Tabled
- Other

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of Senior Citizen Deferred Assessment to be Reassessed

Recommended Action: Adopt a Resolution Certifying Assessment for Collection in 2016

Background/Summary:

Property located at 1300 12th Street SE, identified as parcel #95-672-0060, had a senior citizen deferment recorded against the property by Melissa A. (Sutherland) Walsh. This lien for a 2010 Street Project, totaling \$4,244.08, was omitted by the title company in a January 22, 2015, sale. This secondary sale does not qualify for continuation of the deferred assessment and pursuant to MS 435.195 the original assessed amount plus interest was due and payable at the time of sale.

Apparently the new owner Mr. Mulder was deceived at the time of sale that no payment was due until 2016. No City staff in any office would have indicated such a procedure to the title company. The only practical legal solution is to assess the full amount of \$4,244.08 deferred assessment against the parcel for full collection in 2016.

Alternatives: N/A

Financial Considerations: \$4,255.08

Preparer: City Clerk-Treasurer

Signature:

Comments:

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Willmar, Minnesota, did order the reconstruction of certain streets during the year 2010 (Project 1001); and

WHEREAS, certain property owner(s) made application to the City for delayed payment of tax on special assessments, deferred until such time as the property is sold or transferred, and said property was sold on January 22, 2015, noting the closing documents did not allow for payment to the City of Willmar.

NOW, THEREFORE, BE IT RESOLVED by the Willmar City Council that special assessments as hereinafter designated be certified to the County for collection in 2016.

Douglas Mulder
1300 12th Street SE
Willmar

95-672-0060 \$4,244.08
Lot 6, Block 1
PLEASANT VIEW THIRD ADDITION

Dated this 5th day of October, 2015.

Attest:

MAYOR

CITY CLERK-TREASURER



WILLMAR



CITY CLERK - TREASURER

City Office Building
Box 755
Willmar, Minnesota 56201

320-235-4913
FAX: 320-235-4917
www.willmarmn.gov

July 1, 2015

Douglas Mulder
1300 12th Street SE
Willmar, MN 56201

Dear Mr. Mulder:

Your property located at 1300 12th Street SE identified as parcel #95-672-0060 has a senior citizen deferment recorded against the property by Melissa A. (Sutherland) Walsh. This lien for a 2010 Street Project, totaling \$4,244.08, needs to be cleared. The January 22, 2015, sale of property does not qualify for continuation of the deferred assessment and pursuant to MS 435.195 the original assessed amount plus interest is due and payable. Please make arrangements to remit to the City of Willmar \$4,244.08 to remove this lien. We recommend that you check with your closing company as it appears they overlooked this lien.

Sincerely,

City of Willmar

Kevin J. Halliday
City Clerk-Treasurer

ds

Enclosure

RESOLUTION NO. ____

WHEREAS, the City Council of the City of Willmar, Minnesota, did order the reconstruction of certain streets during the year 2010 (Project 1001); and

WHEREAS, Minnesota Statutes, Sections 435.193 to 435.195 allows local governments certifying special assessments against municipal properties to defer the payment of that assessment for any homestead property owned by a person 65 years of age or older or retired by virtue of a permanent and total disability; and

WHEREAS, certain property owner(s) have made application to the City for delayed payment of tax on special assessments and have met the criteria contained in Minnesota Statutes 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 for the years of 2014 through 2020 with interest at the annual rate of four and twenty-five hundredths (4.25%) percent.

BE IT FURTHER RESOLVED that the option to defer payments will terminate and all deferred payments and interest become payable if a) the owner dies and the surviving spouse is not eligible; b) the property or a portion of the property is sold, transferred or subdivided; c) the property loses its homestead status; or d) the City determines that to require immediate or partial payment would not create a hardship.

Melissa A. (Sutherland) Walsh
1300 12th Street SE
Willmar

95-672-0060 \$3,911.60
Lot 6, Block 1
PLEASANT VIEW THIRD ADDITION

Dated this 4th day of November, 2013.

Attest:

MAYOR

CITY CLERK-TREASURER

95-672-0060

SPECIAL ASSESSMENT RECORD

1300 12th St. SE

PARCEL NUMBER

TAX BOOK DESCRIPTION/CODE NO.

Melissa Sutherland

Lot 6, Block 1

Pleasant View 3rd Add

AMOUNT OF ASSESSMENT

RATE

YEARS COVERED

YEAR STARTED

EXCESS MONTHS

TYPE

DEFERRED INTEREST ONLY

CITY OF WILLMAR

SPECIAL ASSESSMENT RECORD

YEAR

PARCEL # 95-672-0060

REDUCING BALANCE

OWNER: Melissa Sutherland

LEGAL DESCRIPTION:

Lot 6 Blk 1 Pleasant View 3rd Addition

2010 DEFERRED

This Assessment shall accrue interest at 4.25% for 7 years per Resolution No. 5 dated November 4, 2013. This assessment is a Sr. Citizen / Disabled Deferment!!

Roll # 446-1001 Description: 2010 Street & Other (Last year for Int. 2020)

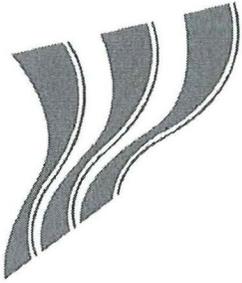
Orig. Amt. (5,588.00) Installment: 558.80 Int. Rate 4.25%
Balance at Time of Deferment- \$ 3,911.60

Number of Years: 7 - Deferred Starting Date: July 19, 2010

Year	Yearly Total	Principal	Interest	Yearly Balance
2014	12 mo.	558.80	166.24	\$ 4,077.84
2015		558.80	166.24	4,244.08

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

Agenda Item Number: 10

Meeting Date: October 5, 2015

Attachments: ___ Yes ___ No

CITY COUNCIL ACTION

Date: September 28, 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 Nuisance Administrative Charge

Recommended Action: Motion to Direct City Attorney to Amend the Ordinance

Background/Summary:

Our nuisance weed and grass mowing ordinance allows for a \$35 Administration charge to be added to the City mowing charges. Recently Kandiyohi County added a new fee of \$10.00 for each property tax bill entered into their system (see County Statement of August 28, 2015). Staff is recommending a new Administration charge of \$50.00 or more. The \$35.00 administration fee was set in May 2000 (Ord. 1135).

The nuisance process is:

- 1) Receive a complaint of tall weeds/grass
- 2) Dispatch Public Works Superintendent to verify grass height
- 3) Order Public Works clerical staff to issue notice to cut weeds/grass
- 4) Letter sent by Certified Mail stating deadline to comply
- 5) Dispatch Public Works Superintendent on 5th day to verify cutting
- 6) Order non-compliant property to be cut by Public Works staff or agent
- 7) Remit billing request to Finance Department
- 8) Finance Department staff mails invoice
- 9) Non-paying property owners invoices tallied for August assessment resolution

Alternatives: N/A

Financial Considerations: N/A

Preparer: City Clerk-Treasurer

Signature:

Comments:

STATEMENT

KANDIYOHI COUNTY AUDITOR/TREASURER
PO BOX 936
WILLMAR, MN 56201
(320) 231-6202, FAX (320) 231-6263

August 28, 2015

City of Willmar
PO Box 755
Willmar, MN 56201

101.41401.

#4393 Weed / Grass Moving Bills 13 @ \$10.00	130.00 ✓
#4393 Infectious Tree Removal 2 @ \$10.00	20.00 ✓
#4393 Hedge Removal 1 @ \$10.00	10.00 ✓
#4393 Unpaid Utilities 16 @ \$10.00	160.00 (Wmu charge)
Total Balance Due	\$320.00 <i>160.00 city</i>

I declare under the penalties of law that this account, claim or demand is just and correct and that no part of it has been paid.

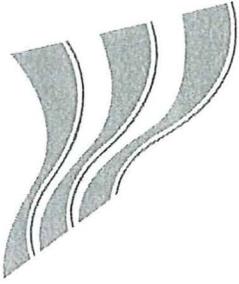
Mark Thompson

Signature of Claimant
Kandiyohi County Auditor/Treasurer
PO Box 936
Willmar, MN 56201

OK
[Signature]

101.41401.

Any questions, call Nancy Freed 231-6202, ext 5108



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 10a.

Meeting Date: September 28, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: October 5, 2015

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

Originating Department: Engineering

Agenda Item: Lease Agreement Modifications

Recommended Action: Approve the modifications to Article 1.4 and 3.1 of the lease and allow the tenants to tile the tract of land

Background/Summary: A lease commenced on December 16, 2014 between the City and Randall Kveene, Norman Kveene, and Michael Arends for 188.67 acres of land, 77.41 acres of which are tillable. The location is described as:

The East 2040' of SE1/4; and the West 600' of the SE ¼; SE ¼ of SW ¼ except that partly lying westerly of C. Ditch #19, all in Section 23, Township 119, Range 36.

The tenants are proposing installing an estimated \$23,000 of drain tile in exchange for extending the lease an additional four years, which would bring the expiration date to December 15, 2022.

- Alternatives:
1. Extend the lease agreement to a different date
 2. Do not modify the lease

Financial Considerations: N/A

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

Signature:

Comments:

AGRICULTURAL LAND LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease" or "Agreement") dated this 18th day of November, 2014, by and between the CITY OF WILLMAR, a Minnesota municipal corporation, (the "Landlord"), and Randall Kveene, Norman Kveene, and Michael Arends, (the "Tenant"), (collectively the "Parties").

In consideration of the terms and conditions of this Lease, Landlord and Tenant agree as follows:

ARTICLE ONE Definitions and Terms

As used in this Lease, the following terms shall have the specific meanings set forth below:

1.1 "Landlord" means the City of Willmar, having as its address for notice purposes 333 6th Street Southwest; Attention: City Administrator.

1.2 "Tenant" means Randall Kveene, Norman Kveene, and Michael Arends, having as its address for notice purposes 6190 7th Ave. NW, Willmar, MN 56201.

1.3 "Commencement Date" means December 16, 2014.

1.4 "Expiration Date" means December 15, 2018.

1.5 "Premises" means the real property owned by Landlord located in Section 23, Township 119N, Range 36W, which contains 77.41 acres more or less, that are tillable, described as follows:

TRACT EIGHT

Land located in Section 23, Township 119N, Range 36 (St. Johns Township- site of new Waste Water Treatment Plant) containing 188.67 acres, of which 77.41 acres more or less that are tillable described as:

The East 2040' of SE1/4; and the West 600' of the SE ¼ ; SE ¼ of SW ¼ except that party lying westerly of C. Ditch #19, all in Section 23, Township 119, Range 36.

and shown on **Exhibit A** attached hereto.

ARTICLE TWO Demising Clause

2.1 Landlord leases to Tenant and Tenant leases from Landlord the Premises on the terms and conditions contained in this Lease.

2.2 Tenant shall have the nonexclusive right to use the Premises for agricultural purposes as provided herein.

ARTICLE THREE
Term and Possession

3.1 Term. This Lease shall be for a term of 4 years, beginning on the Commencement Date and ending on the Expiration Date, unless terminated prior to the Expiration Date. Except as otherwise provided in this Lease, termination of the Lease prior to the Expiration Date requires mutual agreement by the Landlord and Tenant. Tenant shall be entitled to possession on the Commencement Date and shall give up possession on the Expiration Date.

3.2 Early Termination by Landlord. In the event that Landlord shall sell any of the Premises, or in the event that any of the Premises shall be converted for other governmental use, Landlord is entitled to terminate this Lease with respect to the portion of the Premises sold or converted to governmental use upon written notice to Tenant, and the rents payable by Tenant shall be reduced on a pro rata basis. Landlord's liability upon such early termination shall be limited to the damages for the loss of any crop growing on the Premises at the time of such early termination.

ARTICLE FOUR
Rent

4.1 Tenant shall, for the entire Lease Term, pay to Landlord without demand, annual rent in the amount of \$11,301.86 (the "Rent"). The annual rent amount shall be paid in two installments with the first payment due on or before July 1, and the second payment due on or before December 1, at the address specified for Landlord herein.

4.2 A late penalty of 5% of the payment due will be assessed on all late payments. Tenant agrees and acknowledges that the late penalty is necessary to compensate Landlord for lost interest, the opportunity cost of renting the property, and any legal fees or expenses incurred in enforcing its rights pursuant to this Agreement.

ARTICLE FIVE
Taxes and Payments

5.1 In the event there are any government payments through any agricultural programs made during the term of this Lease, said payments shall be the property of Tenant.

ARTICLE SIX
Permitted Use

6.1 Tenant shall use the Premises for agricultural purposes only and all activities incidental thereto, including:

- a. To till all of the tillable land in a husband-like manner.
- b. To harvest and remove all crops in due season.
- c. To keep all ditches cleaned of weeds and debris.
- d. To mow roadsides and fence rows.
- e. To destroy all noxious weeds and grasses and nuisances on the leased portion, in compliance with State Law.

6.2 Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. More specifically, Tenant shall not use or store any noxious chemicals on the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

6.3 Tenant shall provide Landlord with full and complete information concerning all chemicals applied to the Premises, or any portion thereof, including brand and strength of chemical applied and poundage per acre.

6.4 Tenant shall not plant crops within, till or otherwise alter any land within 16½ feet of the edge of any county ditch. Tenant shall be responsible for restoring, at Tenant's sole cost and expense, any such areas that may be disturbed during the term of this Lease upon demand by Landlord. If Tenant does not do so, Landlord may (but need not) restore such areas to their preexisting condition, and Tenant shall pay the cost of such work upon being billed by Landlord.

6.5 Tenant shall not plant sugar beets on the Premises.

ARTICLE SEVEN

Utilities

7.1 There are no utilities (electricity, fuel oil, gas services, telephone, trash collection, snow plowing, lawn mowing, water, sewer service, cable or satellite television reception, internet connection fees) serving the property, and for which the tenant is to be responsible.

ARTICLE EIGHT

Subletting and Assignment

8.1 Tenant shall not assign its interest in this Lease and shall not sublet any portion of the Premises, or any right or privilege provided under the Lease or use of the Premises, or suffer any other person to occupy or use any portion of the Premises, without the prior written approval of Landlord.

ARTICLE NINE

Quiet Possession and Subordination

9.1 Landlord covenants that Tenant, upon paying the Rent and performing the covenants under this Lease, shall peaceably and quietly have, hold and enjoy the leased Premises for the term of the Lease.

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

ARTICLE TEN
Landlord's Reserved Rights

Landlord reserves the following rights: (a) to take any and all measures necessary or desirable for the operation, safety, protection or preservation of the Premises, including repairs, alterations, decorations, additions or improvements, whether structural or otherwise, in and about the Premises or any part thereof; and (b) to enter to verify use of the Premises. Landlord may enter upon the Premises and may exercise any or all of the foregoing rights without being deemed guilty of an eviction (actual or constructive) or disturbance of Tenant's use or possession and without being liable in any manner to Tenant and without abatement of Rent or affecting Tenant's obligations hereunder.

ARTICLE ELEVEN
Alterations and Improvements

11.1 Landlord has made no promise to alter, remodel, repair or improve the Premises and has made no representation of the condition of the Premises or the suitability of the Premises for the purpose stated herein other than what is contained in this Lease.

11.2 Tenant shall not make material alterations or improvements to the Premises without the written consent of Landlord. Consent shall be obtained by submitting a written description to Landlord of the proposed improvement, including its location, size, proposed use, and whether the improvement is to be severed from the property at the termination of the Lease or is to be left on the property, and any other information that may be required by the Landlord. Landlord may approve, disapprove, require more information, or require certain modifications to the proposed improvement in its sole judgment and discretion. Tenant's final written proposal including a clear indication of Landlord's assent and signed by Landlord shall constitute written consent of Landlord. Unless otherwise agreed by both parties, approved improvements shall be at the sole expense of Tenant.

11.3 Tenant shall allow no mechanic's liens to be incurred or filed against the Premises. Tenant shall promptly pay for all alterations and improvements, which it may make under this Lease that are approved by Landlord, and shall save and hold harmless Landlord from any and all losses, including attorneys' fees, incurred by reason of mechanic's liens or other claims for skill, labor or

material furnished or performed, or claimed to have been furnished or performed, on account of any such alteration or improvement made by Tenant hereunder. Tenant may contest any such mechanic's liens and prosecute all proceedings for the purpose of such contest pursuant to Minn. Stat. § 514.01, et seq. Tenant shall indemnify Landlord against any loss or liability by reason of such contest.

11.3 Tenant shall not place or maintain any signs on the Premises, without authorization by Landlord.

ARTICLE TWELVE
Repairs and Maintenance

12.1 Tenant, at its expense, shall keep the Premises in a safe and tenantable condition based on the purpose of this Lease. If Tenant does not do so, Landlord may (but need not) restore the Premises to a safe and tenantable condition, and Tenant shall pay the cost upon being billed by Landlord. This Article shall not apply to damage or destruction otherwise provided for in this Lease.

12.2 Tenant shall be responsible for all major and minor maintenance, repairs, or replacement of any and all alterations or improvements to the Premises made under Article 11. Improvements made under Article 11 that are capable of severance may be removed by Tenant at any time or within 30 days after termination of the Lease even though they may be fixtures, provided that Tenant leaves in good condition that part of the Premises from which such improvements are removed.

12.3 Improvements not capable of severance shall become the property of Landlord at termination of the Lease without compensation to the Tenant.

ARTICLE THIRTEEN
Destruction or Damage

13.1 Tenant agrees:

- a. That it will obtain all necessary state and local permits for its operations as necessary.
- b. That it will operate in accordance with all federal, state and local regulations.
- c. That it will be solely responsible for security of the Premises, including crops and equipment, and for any loss, damage, or destruction thereof.
- d. That it will keep the Premises in such repair as at the commencement of the said term or may be put in during continuance thereof, reasonable wear and tear and damage by fire or extended peril coverage perils only excepted.
- e. That it will not injure, overload or suffer to be injured or overloaded the Premises or any part thereof.
- f. That it will not make or suffer any unlawful, improper or offensive use of the Premises or any use thereof contrary to any law of the State or any ordinance of the City now or hereafter made, or which shall be injurious to any person or property or which shall be liable to endanger or affect any insurance on the said Property.

ARTICLE FOURTEEN

Hold Harmless

14.1 Tenant shall defend, indemnify and hold Landlord harmless from any liability, loss, cost, and obligations, including reasonable attorneys' fees, arising out of the use of the Premises by Tenant, Tenant's employees, officers, agents, clients and invitees. Landlord shall defend, indemnify and hold Tenant harmless from any liability, loss, cost, and obligations, including reasonable attorneys' fees, arising out of negligent or willful acts by Landlord, its employees, officers, agents, clients and invitees in meeting Landlord's obligations under this Lease.

14.2 Tenant knows, understands and acknowledges the risks and hazards associated with using the Premises and hereby assumes any and all risks and hazards associated therewith. Tenant hereby irrevocably waives any and all claims against the Landlord or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by Tenant as a result of using the Premises and hereby irrevocably releases and discharges the Landlord and any of its officials, employees or agents from any and all claims of liability.

ARTICLE FIFTEEN

Holding Over

15.1 If Tenant without the consent of Landlord retains possession of the Premises or any part thereof after termination of the Term, then Landlord can elect to recover possession of the Premises by pursuing its rights under this Lease or at law. In such event Landlord shall further be able to recover in damages for the period Tenant holds over an amount equal to 150 percent of the Rent payable for the month immediately preceding the commencement of said holding over computed on a daily basis until Landlord receives possession of the Premises and in addition thereto, Tenant shall pay Landlord all direct damages sustained by reason of Tenant's retention of possession. Alternatively, Landlord can elect to retain Tenant on a month to month tenancy, terminable in accordance with law, at a Rent equal to 150 percent of the rate payable hereunder, commencing the month immediately preceding the commencement of said holding over and computed on a per month basis for each month or part thereof that Tenant remains in possession.

15.2 Landlord shall exercise its election of one of the above described alternatives by delivering a written notice thereof to Tenant within thirty (30) days after the first day of Tenant's retention of possession beyond the Term. In the event that Landlord fails to exercise its election as provided above, then Landlord shall be conclusively presumed to have elected to retain Tenant on a month to month tenancy, terminable in accordance with law at a Rent as provided in this Article.

ARTICLE SIXTEEN

Surrender of Possession

16.1 Upon the termination of the Lease Term, Tenant shall immediately surrender the Premises (together with any alterations and improvements that are not severable) to Landlord in good order, repair and condition, ordinary wear and fire or casualty losses for which Tenant is not responsible excepted, and shall remove all equipment, trade fixtures and other items of Tenant's property from the Premises. Tenant shall pay Landlord upon demand the cost of repairing any damage to the Premises caused by such removal. Tenant shall plow back the land and leave the Premises in its pre-Lease condition, reasonable wear and tear excepted. Tenant shall pay Landlord a sum of \$18.00 per acre for each acre of the Premises that is not plowed back and restored to its pre-Lease condition. If Tenant fails or refuses to remove Tenant's property from the Premises, Tenant shall be presumed to have abandoned the property and Landlord may dispose of the property without incurring liability, at Tenant's expense.

ARTICLE SEVENTEEN
Compliance with Laws, Ordinances and Regulations

17.1 Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, opinions, directives, regulations and requirements of all federal, state, city and other local governments. Throughout the Term of this Lease, Landlord shall comply with all local, state, and federal laws and regulations with respect to its management and operation of the Premises.

17.2 Tenant guarantees to Landlord that Tenant is an Equal Opportunity Employer and that he/she meets all United States and State of Minnesota Equal Opportunity Employment requirements or that Tenant is exempt from these provisions.

17. Tenant shall likewise observe and comply with, or shall cause to be observed and complied with, all the requirements of all policies of comprehensive general liability, fire and other insurance at any time in force with respect to the Premises.

ARTICLE EIGHTEEN
Insurance

18.1 In addition to the following, Tenant shall maintain, at Tenant's expense, insurance on Tenant's property located in and upon the Premises, and shall assume the risk of loss to such property on the Premises.

18.2 Required Insurance. Tenant agrees to maintain, at Tenant's expense, a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 per occurrence and general aggregate, or as indicated in the certificate(s) of insurance attached hereto as **Exhibit B**, whichever amounts are greater. Tenant also agrees to maintain worker's compensation and employer's liability insurance as and in such minimum amounts as required by law, and comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for each accident (shall include coverage for all owned, hired and non-owned vehicles) or as indicated in the certificate(s) of insurance attached hereto as **Exhibit B**, whichever amount is greater. All policies listed above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not

acceptable). With the exception of the Worker's Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by Tenant under this Lease, and shall name the Landlord as an additional insured under the policy. All policies listed above shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without 30 days prior written notice to CITY.

ARTICLE NINETEEN

Default and Remedies

19.1 If Tenant shall default in the payment of any installment of the Rent or in the payment of any other sum required to be paid by Tenant under this Lease and such default shall continue for 15 days after written notice to Tenant, or if Tenant shall default in the observance or performance of any of the other covenants or conditions in this Lease, which Tenant is required to observe or perform, and such default shall continue for 30 days after written notice to Tenant, or if a default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant, or if the interest of Tenant in this Lease shall be levied upon under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within 30 days following the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not be dismissed within 30 days from the date of appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall abandon or vacate the Premises, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option may, without notice or demand of any kind to Tenant or any other person, terminate this Lease and immediately repossess the Premises, in addition to all other rights and remedies provided at law or in equity. The provisions of this section shall survive any termination of this Lease.

19.2 In the event the Lease is terminated due to the default of Tenant:

- a. All obligations of Landlord under this Agreement shall cease. Landlord shall take reasonable measures to lease the Premises to another tenant for a comparable term and rent.
- b. Until Landlord enters into a new lease Tenant shall continue to pay the applicable rent until the end of the Lease Term.
- c. Rental payments received by Landlord from a new tenant will reduce the amount for which Tenant is liable to Landlord.
- d. Upon termination, Tenant agrees to yield possession of the Premises within 90 days of the date of notice of default, reserving the right to re-enter the Premises solely to harvest any crops that are the personal property of Tenant and are growing at the time of default.

19.3 In the event the Lease is terminated due to the default of Landlord:

- a. All obligations undertaken by Tenant under this Agreement including the obligation to pay rent shall cease.

- b. Upon termination, Tenant shall yield possession of the Premises in a timely manner, reserving the right to re-enter the Premises solely to harvest any crops that are the personal property of Tenant and are growing at the time of default. Landlord's liability to Tenant shall be limited to damages for loss of any crop growing at the time of default.

ARTICLE TWENTY

Notices

20.1 All notices required under the terms of this Lease shall be deemed to have been properly served or given three days after their deposit in the United States mail if sent by registered or certified mail, return receipt requested, postage prepaid, or two days after deposit in a nationally recognized overnight courier service, addressed to Landlord or Tenant at the addresses identified in Article One or to such other address within the continental limits of the United States and to the attention of such party as the parties may from time to time designate by written notice to the other.

ARTICLE TWENTY-ONE

Miscellaneous

21.1 **Voluntary and Knowing Action.** The parties, by executing this Lease, state that they have carefully read this Lease and understand fully the contents thereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

21.2 **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

21.3 **No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties, it being understood that the sole relationship created hereby is one of landlord and tenant. No third party is entitled in any way to rely upon any provision in this Lease. This Lease is intended solely for the benefit of Landlord and Tenant and no third party shall have any rights or interest in any provision of this Lease, or as a result of any action or inaction of the Landlord in connection therewith.

21.4 **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Tenant agrees that the Landlord, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Tenant and involve

transactions relating to this Lease. The Tenant agrees to maintain these records for a period of six years from the date of termination of this Lease.

21.5 Governing Law. This Lease 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 Lease without regard to its choice of law or conflict of laws principles.

21.6 Data Practices. The parties acknowledge that this Lease is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

21.7 No Waiver. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Lease. Any express waiver of a term of this Lease shall not be binding and effective unless made in writing and properly executed by the waiving party.

21.8 Severability. The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Lease to the extent of its invalidity or unenforceability, and this Lease shall be construed and enforced as if the Lease did not contain that particular provision to the extent of its invalidity or unenforceability.

21.9 Headings and Captions. Headings and captions contained in this Lease are for convenience only and are not intended to alter any of the provisions of this Lease and shall not be used for the interpretation of the validity of the agreement or any provision hereof.

21.10 Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of Landlord and the Tenant arising prior to the expiration of this Lease (whether by completion or earlier termination), shall survive such expiration.

21.11 Exhibits. The exhibits attached to this Lease are considered an integral part of it as if fully set forth within it.

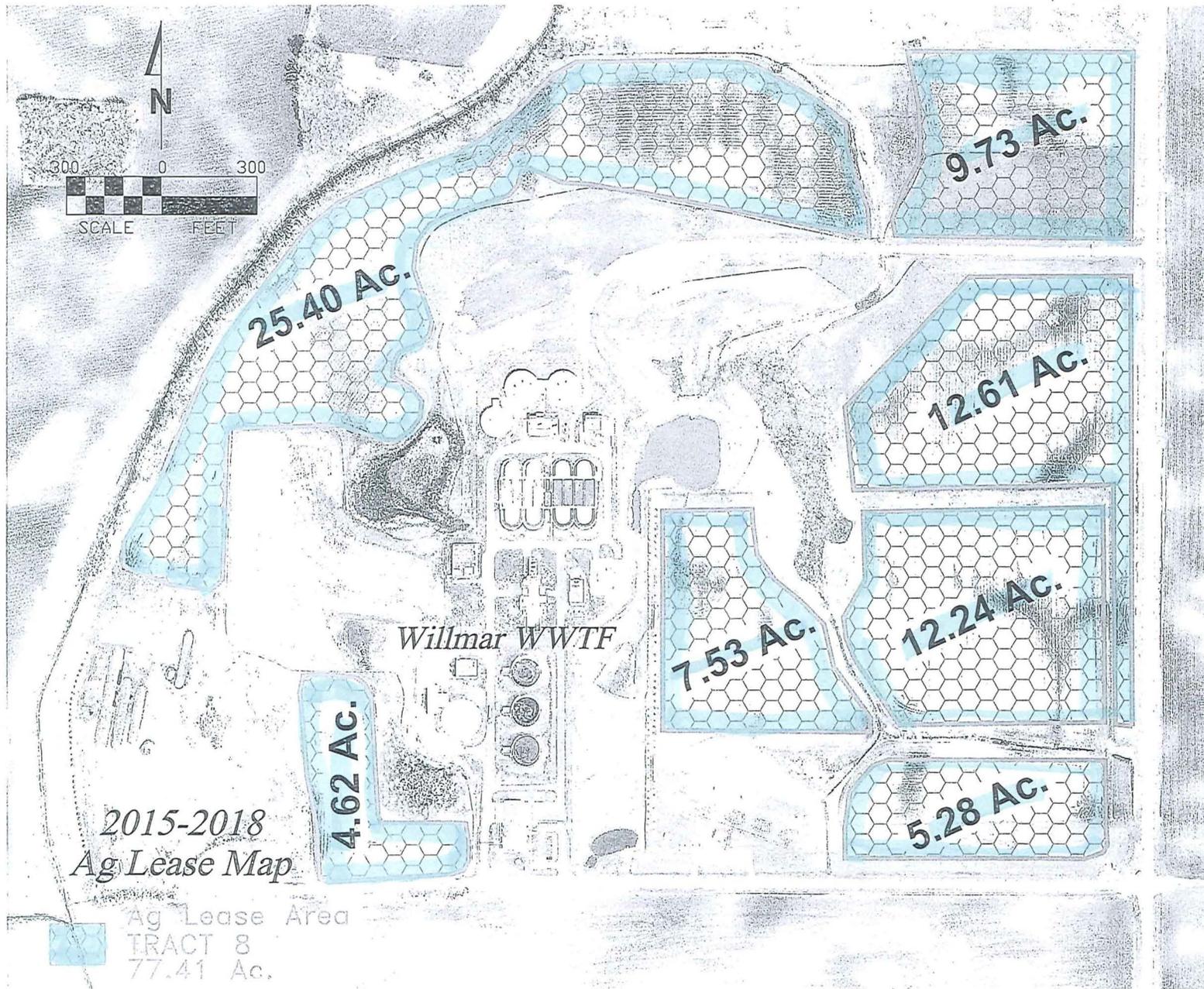
21.12 Entire Agreement. All prior understandings, letters of intent, discussions and agreements are merged in the governing terms of this Lease, which is a complete and final written expression of the intent of the parties.

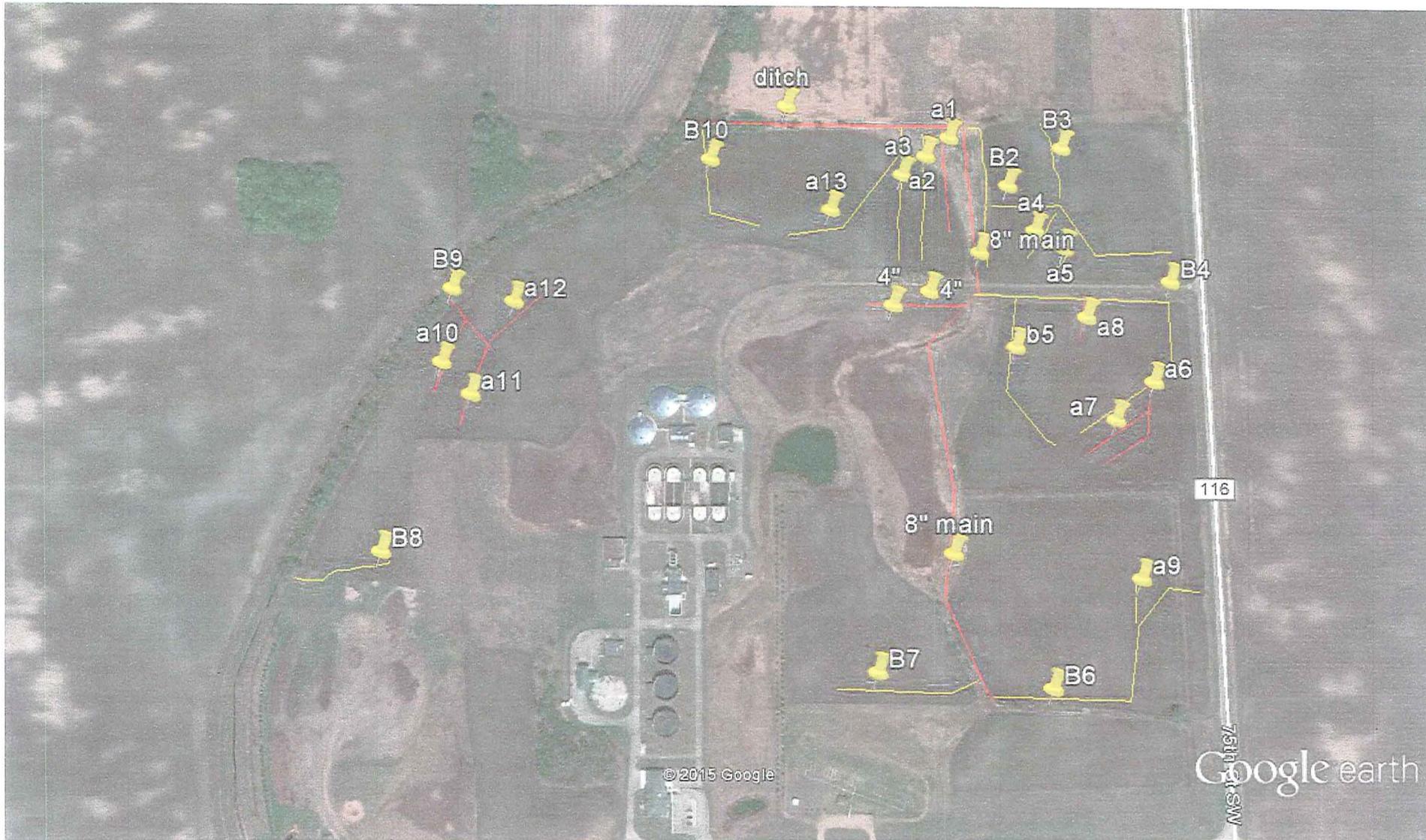
21.13 Modification/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Lease shall only be valid when they have been reduced to writing, and signed by authorized representative of the Landlord and the Tenant.

EXHIBIT A
Depiction of Premises

(Attached Map)







Google earth

feet
meters



Swenson Tiling

Brush site estimate 2015

PUBLIC WORKS/SAFETY COMMITTEE

MINUTES

The Public Works/Safety Committee of the Willmar City Council met on Tuesday, September 29, 2015, in Conference Room No. 1 at the City Office Building.

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

Others present: Public Works Director Sean Christensen; Director of Planning and Development Bruce Peterson; Chief of Police Jim Felt; Director of Community Education & Recreation Steve Brisendine; Jason Ver Steeg, Duininc, Inc.; Trevor Duininc, Duininc, Inc.; Brian Baker, Duininc, Inc.; Jared Voge, Bolton & Menk; David Little, "West Central Tribune".

Item No. 1 Call to Order

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

Item No. 2 Public Comments

There was no public comment.

Item No. 3 Police and Fire Updates (Information)

Police Chief Jim Felt noted the jail census for September 29, 2015 was 172; 95 inmates from the Department of Corrections, 75 inmates from Kandiyohi County, 1 inmate from Big Stone County and 1 inmate from Swift County. The calls for service for the previous two weeks totaled 821. The majority of the calls were for traffic stops, followed by public assists and suspicious activity. The total calls for service so far this year is approximately 18 days ahead of 2014 at this date. The Committee discussed the continued frequency of the higher number of calls due to Family Services reporting.

Chief Felt noted the total Fire Department calls for service for the previous two weeks totaled 24, and included 4 fire calls, 13 alarm calls, 3 vehicle accidents, 1 grass fire, and 2 car fires. The total calls for service so far this year is 273, 34 calls above last year.

Item No. 4 Duininc Water View Phase 2 Infrastructure Discussion (Information)

Duininc staff brought forth, for information, the proposed Water View phase 2 infrastructure improvements requesting the City participate in a 50% cost-sharing agreement of the estimated \$1,973,904 project total. Duininc previously presented the proposal at the July 14th Committee meeting asking for City participation, with a resolution adopted for a revised alignment and the City to participate in project financing to the extent the Council recognizes the benefit to the greater community. Duininc provided a revised layout to extend 24th Street to connect with an extension of Lakeland Drive and discussed possible City benefits. The Committee discussed the aspects of the cost-sharing agreement and past developers agreements indicate costs to be 100% developer responsibility. The possible property tax increases of Water View Business Park were discussed if further development were to take place but the timeline of the increase is unknown.

Item No. 5 Consultant Services for Wastewater Pretreatment Program (Resolution)

Staff brought forth, for approval, to award the Wastewater Pretreatment Consultant Services contract to Bolton & Menk and authorize signatures to execute an agreement in the amount of \$29,875. Staff solicited proposals from engineering firms for the development of an MPCA Delegated Pretreatment Program as required by the Wastewater Treatment NPDES Permit. Two proposals were received from Bolton & Menk and SEH, with Bolton & Menk being the recommended firm for the project. The Committee discussed the need for a consultant on tasks of this nature with staff reporting in future years the Environmental Specialist should be able to handle these

functions of the MPCA permits in the future.

A motion was made by Council Member Nelsen, seconded by Council Member Plowman to award the consultant service contract of the Pretreatment Program to Bolton & Menk and authorize signatures to execute an agreement in the amount of \$29,875. The motion carried.

Item No. 6 Continuing Professional Services Agreement with Donohue (Resolution)

Staff brought forth, for approval, the award of a continuing professional services agreement with Donohue for the first step in the City's approved 20 year compliance schedule of the NPDES permit regarding salty discharge, SIU permit assistance and wastewater operations and engineering assistance on a task order basis.

A motion was made by Council Member Nelsen, seconded by Council Member Plowman to award the continuing professional services agreement with Donohue for the NPDES permit assistance, SUI permit assistance, wastewater operations and engineering assistance. The motion carried.

Item No. 7 Civic Center HVAC Improvements Change Order No. 1 (Resolution)

Staff brought forth, for approval, Civic Center HVAC Change Order No. 1 in the amount of \$19,567. The City contracted with Stevens Engineering for the design and construction related services contract in June, 2015 for the replacement of the dehumidification system in the Cardinal and Blue Line Arena, infrared heater adjustments and updating electrical equipment. Change Order No. 1 adds a heating section to the dehumidification unit for the Cardinal Arena supplying primary heat.

Following discussion a motion was made by Council Member Ahmann, seconded by Council Member Plowman to approve the Civic Center HVAC Change Order No. 1 in the amount of \$19,567. The motion carried.

Item No. 8 Playground Priority 2 Hazard Analysis (Information)

Staff brought forth, for information, the analysis of the Priority 2 playground equipment with recommendations for the units for repair, removal or to remain as is. The City's Certified Playground Inspectors previously inspected the 230 individual pieces of equipment in the City's 28 parks. Each piece was given a priority rating of 1 through 5, with 1 indicating a potential life threatening issue and 5 signifying no issues and the Priority 1 equipment was removed. The Committee requested further information on repairs and costs of the repairs for the Priority 2 units.

Item No. 9 Park Equipment Grant With Gametime Playground Systems (Resolution)

Staff brought forth, for approval, the application for a grant with matching funds for playground systems to be purchased in 2015 and installed in 2016 with Gametime Playground Systems. The organization will match every dollar spent over \$75,000 on the purchase of equipment prior to November 13, 2015. The 2015 CIP includes \$150,000 for park development priorities and to date \$62,000 has been expended. Staff is proposing purchasing between \$75,000 and \$90,000 worth of equipment through the grant and also has WCER Board approval.

A motion was made by Council Member Ahmann, seconded by Council Member Plowman to approve the grant application with Gametime Playground Systems for matching dollars to purchase playground systems. The motion carried.

Item No. 10 Auditorium Cooling Design Options (Information)

Staff brought forth, for information, the cooling design options of the Auditorium. It was previously noted the Auditorium is not equipped with a cooling system, with the 2014 Master Plan of the building noted cooling as a low priority and listed cooling options in Step 5 and only Steps 1-3 were completed. The gun range air handling unit does not indicate a space for a cooling coil but the engineer believes it could possibly be installed and there are locations for coils to be installed in the training room and gym units. Following discussion, the Committee requested a copy of the Master Plan to review before determining further action.

Item No. 11 Settlement Agreement and Easement Termination with Kvam (Motion)

Staff brought forth, for information, the final settlement agreement including the termination of easements at the Airport with Kvam. The City gains the extinguishing of the two easements it originally granted Kvam in the condemnation of their properties for the construction of the airport. These easements caused the City to be out of compliance with its grant obligations to the FAA. The City is granting Kvam access of the properties for farming purposes, a 50% reduction in rent for leasing parcels 10-A and 9-B to the Kvam trust over a ten year period, a one-time payment of \$2,500 as partial reimbursement for the Kvam's attorney fees and the agreement to pay a termination fees in the unlikely event the FAA requires the city to terminate the licenses across parcel 10-A in the amount of \$70,000 and parcel 24-A in the amount of \$40,000. Upon execution of the settlement agreement, the FAA will release \$600,000 in funds previously held due to the City's non-compliance and \$150,000 annually thereafter.

A motion was made by Council Member Ahmann, seconded by Council Member Plowman to approve the Settlement Agreement and Easement Termination. The motion carried.

Item No. 12 Easement with CenterPoint Energy for 512 Becker Ave SW (Resolution)

Staff brought forth, for information, the proposed easement agreement with the City and CenterPoint Energy for a 6'x6' exclusive easement to install a new gas meter in the southwest corner at the Dental Office located directly behind City Hall. The office was recently purchased by a new dentist and upon inspection of the building the gas meter was found to be out of compliance and would need to be relocated by CenterPoint Energy.

A motion was made by Council Member Ahmann, seconded by Council Member Plowman to approve the acceptance of the easement with CenterPoint Energy for 512 Becker Ave SW upon review by Attorney Robert Scott. The motion carried.

Item No. 13 Miscellaneous Information (Motion)

An update on the findings of the examination of overgrown vegetation of branch 3 of Ditch 23A by Valley Golf Course was requested from staff.

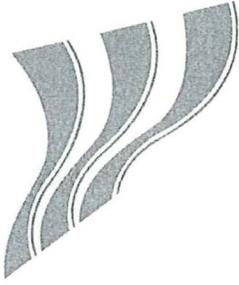
A motion was made by Council Member Ahmann, seconded by Council Member Christianson to direct staff to contact the owners of the Mills property downtown to inquire about using the lot for overflow parking at events and future use. The motion carried.

There being no further business to come before the Committee, the meeting was adjourned at 6:45 p.m. by Chair Christianson.

Respectfully submitted,



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



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4

Meeting Date: September 29, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: October 5, 2015

- Approved Denied
 Amended Tabled
 Other

Originating Department: Engineering

Agenda Item: Water View Phase 2 School Project Infrastructure Improvements

Recommended Action: Participate in a 50% cost-sharing agreement of the estimated \$1,973,904 project total

Background/Summary: The parcel of land in this location has been identified as a possible site for the new elementary school. Duinick staff presented infrastructure needs to accommodate the school as well as the extension of the street to 28th Avenue at the Public Works/Safety Committee meeting on July 14th, and is asking for the City to participate in a cost-sharing agreement. The City passed a resolution recommending a revised alignment and participating in project financing to the extent the Council recognizes the benefit to the greater community. The revised layout proposed by Duinick would extend 24th Street to connect with an extension of Lakeland Drive and run parallel and adjacent to the 71/23 bypass.

Alternatives: Cost-Share other than 50%

Financial Considerations: The project cost is estimated at \$1,973,904, City share would be \$986,952. This does not including the sanitary sewer, which is estimated near \$350,000.

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

Signature: 

Comments:



September 24, 2015

Sean Christensen
City of Willmar Public Work Director
333 6th St SW
Willmar, MN 56201

Re: Water View Phase 2 School Project Infrastructure Improvements

Dear Mr. Christensen:

As we have discussed, our company owns a parcel of land in the southeast side of Willmar that has been identified as one of two locations being considered for the new elementary school that Willmar Public School will be constructing. In light of this, we are in the process of identifying the infrastructure needed to accommodate the school, as well as understand the potential impacts of this project. As part of this analysis, we have included the City in the discussions surrounding this project. This proposal will give some relevant background information, describe the project along with the anticipated cost, identify project benefits, and suggest a cost-sharing arrangement between Duininck (as the developer) and the City. Please pass this proposal onto the City's public works committee for their review and recommendation.

Background

Over the last 50 years, Duininck has purchased several contiguous parcels in the southeast portion of Willmar, south of 19th Avenue and east of 1st Street. In 2006, Duininck worked cooperatively with the city to combine several of those parcels into a 115-acre commercial development that became known as the Water View Business Park. Development of this land was controlled by a development agreement entered into between the City of Willmar and Duininck Development. As part of this plat, right-of-way was dedicated to the city for 5th Street, 9th Street, and 24th Avenue. 5th Street was then constructed from 19th Avenue to 28th Avenue, 9th Street constructed from 19th Avenue to 24th Avenue, and 24th Avenue constructed from 1st Street to 9th Street. As part of the road construction project, large sanitary sewer interceptor lines were installed throughout the project, in order to serve areas well beyond the limits of the Water View development. One such line, a 21" sanitary sewer, terminates at the intersection of 9th Street and 24th Avenue. Additional right-of-way for 24th Avenue and adjacent lots were also included in the plat going to the east up to the TH 23/71 bypass and terminating roughly parallel to the TH 23/71 bypass at the edge of the "Bryant" parcel (owned by Duininck), which was intended to be a second phase to the Water View Business Park. In this second phase, we had planned to continue 24th Avenue from the end of our plat northeast up to Lakeland Drive, in the area of 15th Street SE. Throughout the last ten years, we have discussed several potential layouts of the infrastructure associated with this potential Phase 2 project with city staff and committees, albeit with the understanding that the ultimate final design would be dictated in large part by the needs of a potential future user of the land.



Willmar Public School Proposal

As you are aware, the voters of the City of Willmar recently approved a referendum to construct a new elementary school, addressing the overcrowding, accessibility, and functionality issues they currently have. Through that process, a potential site layout was developed by the School's architect to determine the feasibility of the Duininck site (Water View Phase 2 property) and to facilitate associated discussion. Through discussion with the architect and other school representatives, Duininck made some revisions to that layout to incorporate the infrastructure that would be needed to serve not only the School, but also the Water View development that this school property would tie into, and the needs of the public that use the transportation and utility systems in this area of the City. As a result of the initial and revised layouts, an overall site plan was developed and presented to the City public works committee on July 14, 2015 and the City Council on July 20, 2015, along with a proposal identifying potential benefits to the City and suggesting a cost-share arrangement. As a result of this proposition, the City passed a resolution at their August 3, 2015 meeting, recommending a revised alignment and participation in project financing to the extent that the Council recognizes the benefit to the greater community.

The revised layout, as shown in Appendix A, would extend 24th Street to the east and southeast, ending up perpendicular to the TH 23/71 bypass on the east end. Lakeland Drive would be extended to the southwest through the eastern edge of the property, parallel and adjacent to the TH 23/71 bypass, up to its intersection of the 24th Avenue extension. This Lakeland Drive extension will also significantly change the intersection of 15th Street and 19th Avenue with Lakeland Drive, as indicated. The extension of Lakeland Drive will retain the Lakeland Drive name, with the future extension to 28th Avenue (southwest of the 24th Avenue intersection), being named 28th Avenue. Naming the streets in this way would provide for logical traffic patterns and avoid any change to current addresses, simplifying the process. The width of the new Lakeland Drive from the north end down to 24th Street would likely be consistent with the current Lakeland Drive going to the northeast (42 ft). The width of the 24th Street extension would likely be consistent with the width of the current 24th Avenue from 1st Street to 9th Street (60 ft). A center turn lane could be provided along the entire stretch, or dedicated turn lanes could also be developed if more appropriate. Additionally, a right turn lane could be provided into the School property, enhancing safety. A sidewalk would also be provided along the west side of the road. Watermain, storm sewer, and any other utilities necessary would also be installed along with this project. Additionally, the 21" sanitary sewer that currently terminates at the intersection of 24th Avenue and 9th Street, along with the necessary water and other utility lines, could be extended along the entire new alignment to serve the area to the north and northeast, beyond the limits of our property, although sanitary sewer service from the east will not be necessary for the development of the School, as the property can be served from the west along 19th Avenue.

This revised layout is very beneficial for the City as a whole by providing the one missing link to a consistent arterial loop corridor extending from the northeast portion of the City to the southwest portion. However, it will fundamentally change the traffic and development patterns anticipated when the originally Water View Business Park was platted. Instead of routing traffic through Water View as was anticipated, it will eventually divert traffic around the park. It is Duininck's contention that this change is quite detrimental to the Water View Business Park, while at the same time providing great benefits to the City. However, in the spirit of cooperation and because of the need to move the Willmar Schools project forward, we have agreed to concede the issue of the alignment revision provided the City adequately participates in financing of this project.



Benefits

The opportunity to develop the Willmar School on this property will also benefit the City of Willmar with corresponding infrastructure improvements that will fulfill the City master plan and accelerate growth of the tax base.

1. Enhanced City Master Planning and Traffic Flow

a. Current Benefit

- i. Provides consistency through Lakeland Drive / 24th Ave Corridor (eliminates the business-residential-business use sequence that currently exists)
- ii. Removes traffic pressure through the Dana Heights / Pleasantview residential area
- iii. Increases safety through the entire corridor (especially through the current residential area)
- iv. Increases safety for students walking to school by diverting traffic to the south and east of the potential School property
- v. Provides good access into the heart of the Water View business district
- vi. City can install the 21" interceptor line to satisfy the overall needs of the City

b. Future Benefit

- i. Duinick will cooperate to modify the currently approved plat and developer agreement to change the alignment of Lakeland Drive at the intersection of 24th Avenue. The recommended alignment from the City of Willmar fits with the long term vision of the public works program. Not doing so now leaves open the possibility that property will get sold as it is currently platted. The currently platted alignment is preferred by Duinick. See Appendix B (*Note: Duinick cooperation would be contingent on an agreed upon participation level*)
- ii. Selling this large contiguous parcel to the Willmar School District eliminates any uncertainty about the future street layout in that area and simplifies the street naming and traffic issues that existed with the original Water View Phase 2 master plan.

2. Financial Benefit

- a. By establishing improved access and traffic flow to the development, along with the additional traffic generated by the School related activity, we would anticipate that the build out of the existing commercial property will accelerate significantly. However, a significant "anchor" like the School District is needed to make the development feasible at this time. This is an excellent opportunity to take advantage of now to invest for the future.
- b. Full build-out of the commercial real estate in Water View is estimated to increase the City tax base over what is currently collected on the vacant properties by 20-30x. See Appendix C.
- c. Opens up new area for development (east side of Water View Business Park)
- d. Promotes residential development in the area around the school
- e. Continues good access to the 19th Street businesses

Duininck

Development

Cost Share Agreement

The cost to construct this project is estimated at \$1,973,904 (not including the 21" sanitary interceptor line). As only about 40% of the frontage along Lakeland Drive is assessable (largely because the east side of the road is adjacent to the TH 23/71 Bypass right-of-way), it would be unfeasible to complete the project without significant financial participation from the City, along with reasonable participation from both Duininck and the school, both of whom are willing participants in the financing of these improvements. Fortunately, as previously discussed, this project will provide significant benefits to the greater City, providing ample justification for the investment. Thus, we would respectfully request that the City pay for 50% of the costs of constructing this infrastructure, with Duininck and the school covering the remaining 50%, prorated based on the area of the lots served by this project. While the details of exactly how the work would be completed and the project financed can be worked out through the development agreement, what we are asking for at this time is agreement in principle on a 50% cost-share arrangement. We believe that this is the most fair and equitable way to divide the costs associated with this project.

Summary

The City of Willmar's financial participation in the proposed development is directly related to benefits the city will realize to complete an effective traffic loop on the southeast side of the city, achieve the desired intersection at 24th Ave, enhance access to future loop expansion and to accelerate economic benefits of commercial development.

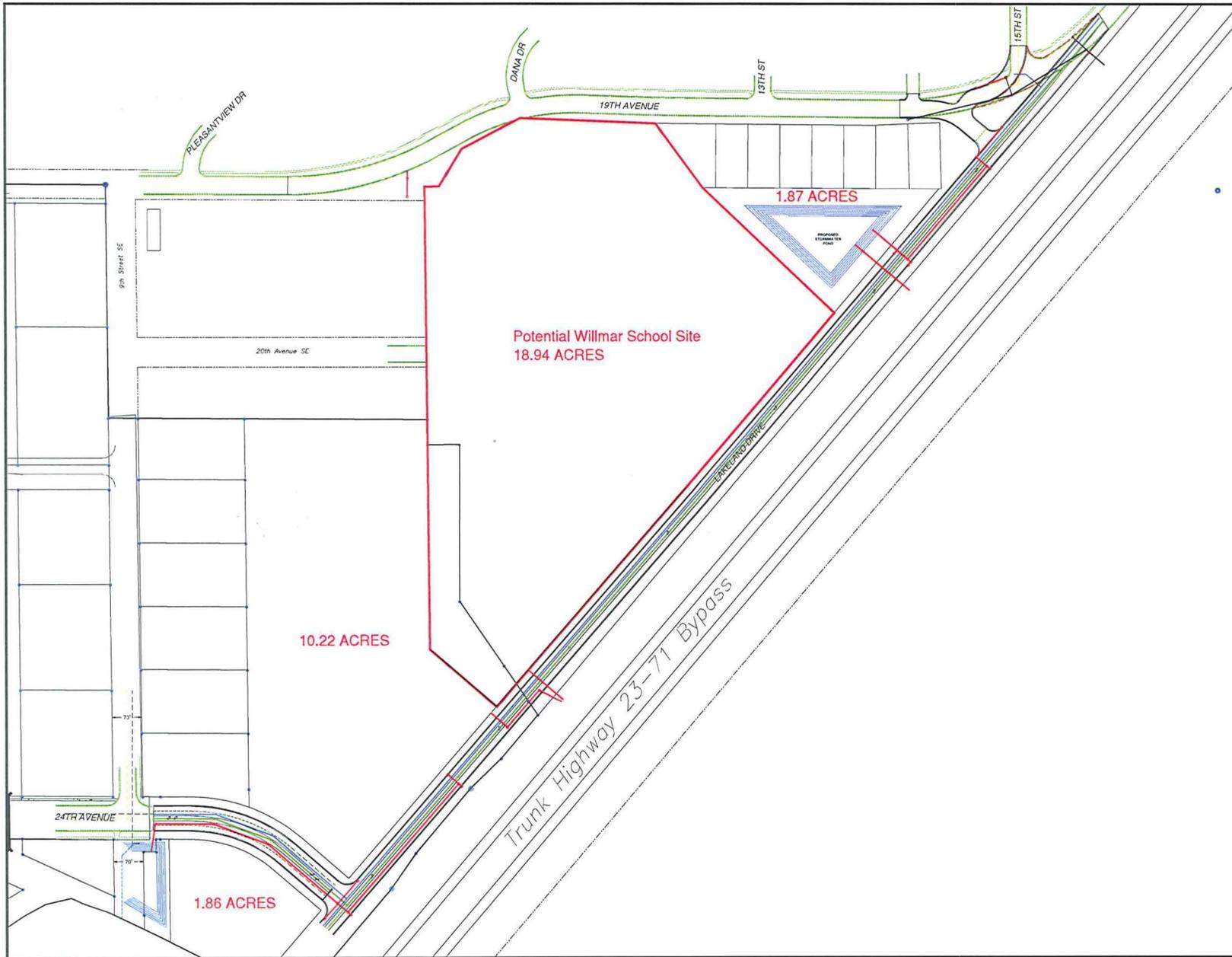
Thank you for the opportunity to submit this proposal. Please contact me if you have questions.

Sincerely,



Jason Ver Steeg, P.E.

Appendix A
Overall Site Layout



DUININCK	
PHONE: (330)978-6011	FAX: (330)978-4979
P.O. BOX 208	408 56TH STREET
	WINDSBURG, WV 26201
WATERVIEW - PHASE 2 PRELIMINARY SITE LAYOUT SCHOOL OPTION 7	
DATE	
SEPTEMBER 16, 2015	
SCALE	SHEET
GRAPHIC	1 OF 1

Appendix B
Original Water View Plat

THE WATER VIEW BUSINESS PARK

LOCATED IN: THE SOUTHWEST 1/4 AND GOVERNMENT LOTS 1 AND 2 OF SECTION 23,
TOWNSHIP 119 NORTH, RANGE 35 WEST, KANDIYOCHI COUNTY, MINNESOTA

TOTAL AREA: 115.01 ACRES

OWNERS

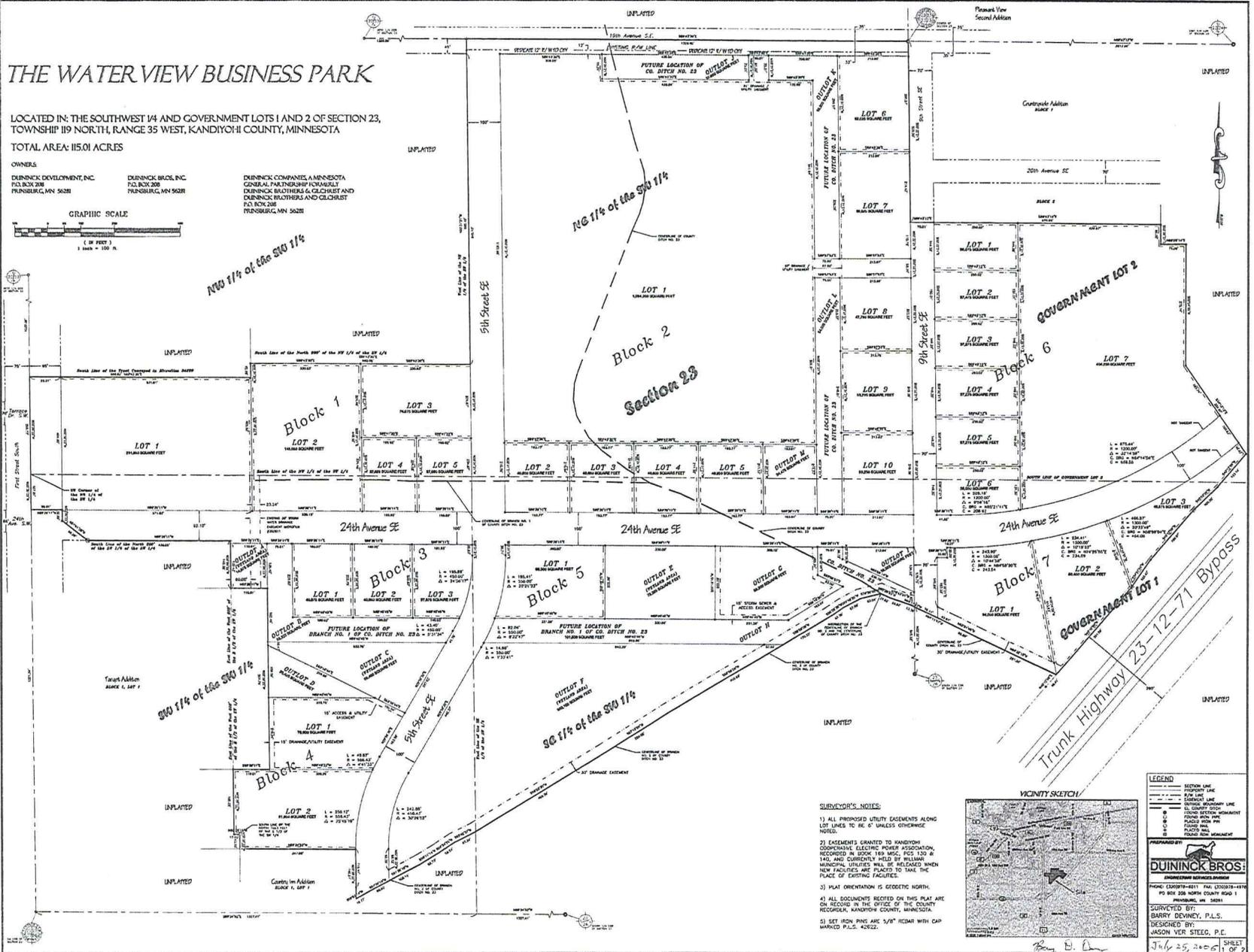
DUNINICK DEVELOPMENT, INC.
P.O. BOX 208
PONSBURG, MN 56281

DUNINICK BRCS, INC.
723 RICK 208
PONSBURG, MN 56281

DUNINICK COMPANIES, A MINNESOTA
CORPORATE PARTNERSHIP HOLDING
DUNINICK BROTHERS & CLOHSEY AND
DUNINICK BROTHERS AND CLOHSEY
P.O. BOX 208
PONSBURG, MN 56281

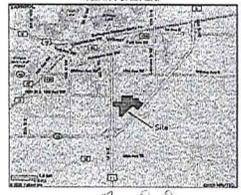
GRAPHIC SCALE

(1 INCH = 100 FEET)
1" = 100'



SURVEYOR'S NOTES:

- 1) ALL PROPOSED UTILITY EASEMENTS ALONG LOT LINES TO BE 6' UNLESS OTHERWISE NOTED.
- 2) EASEMENTS GRANTED TO KANDIYOCHI COOPERATIVE ELECTRIC POWER ASSOCIATION, RECORDED IN BOOK 119 REG. PAGES 120 & 140, AND CURRENTLY HELD BY WILLIAM MARSHALL, UTILITIES WILL BE RELEASED WHEN NEW FACILITIES ARE PLACED TO TAKE THE PLACE OF EXISTING FACILITIES.
- 3) PLAT ORIENTATION IS GEODETIC NORTH.
- 4) ALL DOCUMENTS RECORDED ON THIS PLAT ARE ON RECORD IN THE OFFICE OF THE COUNTY RECORDER, KANDIYOCHI COUNTY, MINNESOTA.
- 5) SET IRON PINS ARE 1/8" HEDAR WITH CAP MARKED P.L.S. 40022.



LEGEND

- SECTION LINE
- PROPERTY LINE
- 1/4 SECTION LINE
- SECTION CORNER LINE
- BOUNDARY OF ADJACENT LAND
- FOUND SECTION MONUMENT
- FOUND IRON PIN
- FOUND IRON PILE
- FOUND IRON BOLT
- FOUND IRON NAIL
- FOUND IRON WIRE
- FOUND IRON ROD
- FOUND IRON PIPE
- FOUND IRON BAR
- FOUND IRON PLATE
- FOUND IRON SIGN
- FOUND IRON MARKER

PROFESSIONAL SURVEYOR

DUNINICK BROS.
ENGINEERING SURVEYORS

PHONE: (507) 837-4811 FAX: (507) 837-4378
PO BOX 208 NORTH COUNTY ROAD 1
PONSBURG, MN 56281

SURVEYED BY:
BARRY DENNEY, P.L.S.

DESIGNED BY:
JASON VER STEEG, P.E.

June 25, 2007 SHEET 2 OF 2

Appendix C
Tax Benefit Analysis

Projected City of Willmar tax benefits due to acceleration of WaterView lot sales and development

Lot Name / Owner	Property Id	Tax Valuation	2015 Tax - City Only	Tax Parcel Size (In Acres)	2015 City Tax/Acre
Undeveloped Lots					
WVBP B1 L2	95-841-0020	\$ 121,300	\$ 647.48	3.40	\$ 190.44
WVBP B1 L3	95-841-0030	\$ 73,300	\$ 391.26	1.70	\$ 230.16
WVBP B1 L4	95-841-0040	\$ 43,400	\$ 231.66	0.85	\$ 272.54
WVBP B1 L5	95-841-0050	\$ 43,400	\$ 231.66	0.85	\$ 272.54
WVBP B2 L2	95-841-0110	\$ 36,900	\$ 197.09	0.94	\$ 209.67
WVBP B2 L3	95-841-0120	\$ 36,900	\$ 197.09	0.94	\$ 209.67
WVBP B2 L4	95-841-0130	\$ 36,900	\$ 197.09	0.94	\$ 209.67
WVBP B2 L5	95-841-0140	\$ 36,900	\$ 197.09	0.94	\$ 209.67
WVBP B2 L6	95-841-0150	\$ 88,000	\$ 469.73	1.42	\$ 330.80
WVBP B2 L7	95-841-0160	\$ 110,600	\$ 590.37	1.60	\$ 368.98
WVBP B2 L8	95-841-0170	\$ 57,100	\$ 304.79	1.10	\$ 277.08
WVBP B2 L9	95-841-0180	\$ 63,500	\$ 338.95	1.22	\$ 277.83
WVBP B2 L10	95-841-0190	\$ 63,500	\$ 254.61	1.22	\$ 208.70
WVBP B3 L2	95-841-0210	\$ 47,000	\$ 250.88	0.92	\$ 272.69
WVBP B3 L3	95-841-0220	\$ 45,700	\$ 243.94	0.87	\$ 280.39
WVBP B4 L1	95-841-0300	\$ 52,300	\$ 279.17	1.80	\$ 155.09
WVBP B4 L2	95-841-0310	\$ 57,400	\$ 306.39	2.10	\$ 145.90
WVBP B5 L1	95-841-0400	\$ 60,500	\$ 322.94	1.57	\$ 205.69
WVBP B6 L1	95-841-0500	\$ 40,300	\$ 215.11	0.83	\$ 259.17
WVBP B6 L2	95-841-0510	\$ 42,100	\$ 224.72	0.79	\$ 284.46
WVBP B6 L3	95-841-0520	\$ 41,800	\$ 223.12	0.86	\$ 259.44
WVBP B6 L4	95-841-0530	\$ 41,800	\$ 223.12	0.86	\$ 259.44
WVBP B6 L5	95-841-0540	\$ 41,800	\$ 223.12	0.86	\$ 259.44
WVBP B6 L6	95-841-0550	\$ 31,100	\$ 166.01	0.83	\$ 200.01
WVBP B6 L7	95-841-0560	\$ 237,800	\$ 1,425.17	9.28	\$ 153.57
WVBP B7 L1	95-841-0600	\$ 59,000	\$ 314.93	2.16	\$ 145.80
WVBP B7 L2	95-841-0610	\$ 50,600	\$ 270.09	1.85	\$ 146.00
WVBP B7 L3	95-841-0620	\$ 21,600	\$ 115.30	1.14	\$ 101.14
Total		\$ 1,682,500	\$ 9,052.90	43.84	\$ 206.50 average

Similar Developed Lots

ML Miller (Qdoba, Papa Murphys)	95-841-1010	\$ 774,600	\$ 5,244.61	0.85	\$ 6,170.13
Shoppes (Best Buy, Caribou)	95-841-0010	\$ 3,340,300	\$ 23,500.08	5.32	\$ 4,419.01
Walgreens	95-923-8550	\$ 1,135,800	\$ 7,814.62	1.27	\$ 6,153.24
Bremer Bank	95-231-0110	\$ 2,128,300	\$ 14,876.00	3.06	\$ 4,861.44
Country Inn	95-139-0010	\$ 1,689,600	\$ 7,629.31	1.54	\$ 4,954.10
Super 8	95-788-0010	\$ 704,600	\$ 3,459.00	1.37	\$ 2,524.82
		\$ 9,773,200	\$ 62,523.62	13.41	\$ 4,663.17 average

Tax increase factor 22.6

Current tax collections on undeveloped lots	\$ 9,052.90
Projected Annual City tax once fully developed	\$ 204,434
Increased Annual City tax	\$ 195,381

The 28 remaining Water View lots currently pay an annual City tax of \$9,053. Based on other similar developed lots in the area, this is expected to grow to \$204,434 annually after all lots are fully developed, which is an increase of \$195,381 per year. This will produce an increased City tax collection of \$977k, assuming the new school and Lakeland Dr extension would accelerate the Water View Phase 1 full build-out by five years.



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 5

Meeting Date: September 23, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: October 5, 2015

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: Wastewater Treatment

Agenda Item: Wastewater Pretreatment Program Consultant Services Proposals

Recommended Action: To award the consultant services of the Pretreatment Program to Bolton & Menk, Inc. and authorize signatures to execute an agreement in the amount of \$29,875.

Background/Summary: Staff solicited proposals from engineering firms for the development of an MPCA Delegated Pretreatment Program as required by the Wastewater Treatment NPDES Permit. Staff met and reviewed 2 proposals on September 16th; Bolton & Menk and SEH. Bolton & Menk, Inc. is the recommended firm based on the evaluation.

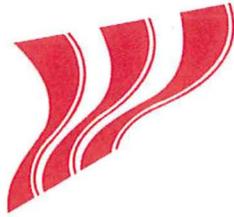
Alternatives: Reject all proposals

Financial Considerations: The 2015 Wastewater Treatment Budget includes sufficient funds to approve and award the contract to Bolton & Menk.

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

Signature:

Comments:



★ WILLMAR

PUBLIC WORKS DEPARTMENT
DIRECTOR/CITY ENGINEER

333 SW 6TH ST
WILLMAR, MN 56201
320-235-4202
FAX 320-235-4917

August 2015

CITY OF WILLMAR

CONSULTANT SERVICES REQUEST FOR PROPOSALS CITY OF WILLMAR WASTEWATER PRETREATMENT PROGRAM

INTRODUCTION

The City of Willmar is requesting proposals (RFP) from experienced engineering firms interested in performing professional services related to development of a MPCA Delegated Pretreatment Program as required by the City of Willmar Wastewater Treatment NPDES Permit MN0025259.

OBJECTIVES

The objectives of setting up the Delegated Pretreatment Program for the City of Willmar Wastewater Treatment Facility include submittal of the following:

- Complete work necessary to meet the schedule and requirements prescribed in the City's NPDES permit
- Preliminary Delegated Pretreatment Program by December 9, 2015
- Final Delegated Pretreatment Program by June 9, 2016

ENGINEER INFORMATION

Submittal of RFP

All proposals must be received no later than 4:30 p.m. September 15, 2015. All proposals received after that time and date will not be considered.

Consultants are required to submit six (6) copies of their proposal in an envelope labeled "Sealed Proposal: City of Willmar Delegated Pretreatment Program Development 4:30 p.m. September 15, 2015". Proposals are to be mailed or delivered to:

City of Willmar, Minnesota
City Clerk's Office
333 6th St SW
Willmar, MN 56201

For questions regarding the general scope of work or any submittal requirements for the RFP contact Mr. Sean E. Christensen, P.E. at (320) 214-5169 or email schristensen@willmarmn.gov

Format for RFP

The proposal submitted should follow the outline below and provide the following information:

A cover letter shall be included, signed and dated by an authorized representative of the firm submitting the proposal, presenting the firm to the City of Willmar. This letter may

describe the firm's applicable background and experience, including size, history, personnel and special expertise (maximum of three pages).

Provide qualifications of the project team and technical personnel that will be assigned to work on this project (maximum of three pages).

- A. Provide an organizational chart depicting the personnel to be used on the project, their area of expertise, registration, special training, chain of command, and office(s) location. Identify how much of each person's time will be spent on the project (maximum of three pages).

SPECIAL NOTE: AT LEAST ONE MEMBER OF THE DESIGN TEAM SHALL HAVE A RECORD OF MPCA DELEGATED PRETREATMENT PROGRAM DEVELOPMENT.

- B. Provide resume of the above personnel, including specifics related project experience and references (put in proposal Appendix).
- C. Provide a description of in house facilities and resources (i.e. hardware, design software, etc.) and support services that may contribute to the firm's ability to provide requested services.
- D. Provide a brief but specific outline of the firm's previous projects that included similar projects. Identify the time frame (beginning and completion date), cost estimate, and completed project costs for each project (maximum of four pages).
- E. Describe how the firm proposes to perform the project as defined in the scope of work. This description should demonstrate the firm's unique capabilities, innovative approaches, and/or special methodologies to accomplish the project. Provide a projected time frame for the project that demonstrates the firm's competence to do the work with available manpower and resources taking into account present and projected work-load.

NOTE: THIS DESCRIPTION SHOULD PROVIDE A SYSTEMATIC AND METHODOLOGICAL DESCRIPTION OF HOW THE SCOPE OF WORK WILL BE ACCOMPLISHED, SUITABLE FOR INCLUSION IN THE FINAL CONTRACT DOCUMENT.

List references of all the firm's clients for the past five (5) years for projects that deal with similar work as proposed. (Put in Appendix.)

FEE

A separate sealed fee estimate must be submitted in addition to the proposal. This fee estimate will be non-binding and non-evaluated. After the selection committee chooses the highest ranking firms, negotiations for a fee will begin using the estimate submitted. This process allows the fee not to be used in the selection process but the City would have information to negotiate an equitable fee with the firm.

The fee shall include a breakdown of the firm's fee based on the phases of work proposed in the methodology, as they relate to the scope of services.

SELECTION PROCESS

Selection Committee

The selection committee will include City of Willmar personnel.

Selection Criteria

All proposals submitted will be evaluated in accordance with the following factors:

Firm Specific (Maximum 100 Points)

- A. Quality of Firm and Personnel (Maximum 30 Points)
 - a) Related experience on similar projects
 - b) Qualifications, experience and training of staff to be assigned to this project
- B. Capability and Capacity of Firm (Maximum 35 Points)
 - a) Ability to meet all technical requirements
 - b) Capability of firm to meet project time requirements
 - c) Capability of recommended system and equipment to meet project requirements
- C. Record of past performance of firm (Maximum 30 Points)
 - a) Quality of work, on schedule performance, cost performance, cooperation with clients.
- D. Location (Maximum 5 Points)
 - a) Firms with office locations closer to Willmar, Minnesota will receive more points than firms located further from Willmar, Minnesota.

Project Specific (Maximum 100 Points)

- A. Ability of firm to identify project-specific issues (Maximum 20 Points)
- B. Ability of firm to communicate proposed approach to this project (Maximum 25 Points)
- C. Clarity of firm's response and understanding of City's project requirements (Maximum 30 Points)
- D. Organization of the firm's work plan (Maximum 25 Points)

Selection

Following the review and evaluation of all RFP submittals, the list of interested firms will be narrowed to an appropriate short list. Those selected will then be reviewed for their submitted proposal. An interview may be requested to aid in the selection process.

Upon finalization of the selection process and verbal notification of the selected firm, the selection committee or representative will contact the firm to discuss the scope of work and begin negotiation in a contract agreement.

The award will be made to the qualified firm whose proposal is deemed most advantageous to the City of Willmar.

This solicitation is being offered in accordance with City requirements governing recruiting of professional services. Accordingly, the City of Willmar reserves the right to negotiate an agreement based on fair and reasonable compensation for scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate. The City also reserves the right to amend the scope of the project should such action be in the best interest of the City of Willmar.

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Responding firms should develop a detailed scope of work suitable for inclusion in a final contract. At a minimum, the following items should be addressed in the scope of work. The following list should not be considered as either all-inclusive or sequentially ordered. Firms should draw from their experience and expertise to expand on items to be considered. As appropriate, proposed work items should be arranged in a logical sequence.

Scope of services for this project may include but not be limited to:

- A. Operating Policy Rules and Other Legal Authority
- B. WWTF Organization, Program Procedures, and Staffing
- C. Data and Plant Information Review for Local Limits Calculations
- D. Local Limits calculations
- E. Coordination and Revisions requested from MPCA Review

More particular as follows:

Preliminary Delegated Pretreatment Program Development Submittal

- 1.1 By 180 days after permit reissuance, the Permittee shall submit the following information and evaluations to facilitate development of an approvable delegated pretreatment program.
- a. An evaluation of present legal authority compared to the required legal authority for a delegated pretreatment program.
 - b. Copies of all existing documents relied on for legal authority.
 - c. A description and evaluation of POTW organization and its suitability for operating a delegated pretreatment program.
 - d. A preliminary evaluation of funding levels, equipment and manpower needed for operating a delegated pretreatment program.
 - e. A preliminary evaluation of existing program procedures and new program procedures needed to operate a delegated pretreatment program.
 - f. A preliminary draft of an Enforcement Response Plan (ERP) outlining authorities, personnel and actions to be taken in response to non-compliance by industrial users. Note that the City has a Draft ERP completed for your review.
 - g. A draft of the technical calculations needed to set and justify local limits.
 - h. A list of Significant Industrial Users (SIUs) and Categorical Industrial Users (CIUs) with characterization and categorization. (Minn.R.7049.0810 through 7049.0870).

Final Delegated Pretreatment Program Development Submittal

- 2.1 By 365 days after permit issuance, the Permittee shall submit a request for pretreatment program delegation and approval. The submittal shall include the following in final approvable form.
- a. A statement of legal authority indicating that the permittee has the required legal authorities.
 - b. Copies of all ordinances, agreements, and other legal authority relied on by the permittee. If any document relied on is not final at the time of submittal, it must come with a statement, signed by the proper authority, stating that the authority intends to finalize the document once it is approved.
 - c. A description of the POTW organization which identifies personnel or positions responsible for operating all aspects of the delegated pretreatment program.
 - d. A description of funding levels, equipment and manpower which will be used to operate the delegated pretreatment program.
 - e. A description of the program procedures which will be used to operate the delegated pretreatment program.
 - f. An Enforcement Response Plan outlining authorities, personnel and actions that will be taken in response to non-compliance by industrial users. Note that the Draft ERP completed by the City might be considered Final as is.
 - g. Local limits technical calculations justifying the local limits included in the final legal authority. (Minn.R. 7049.0810 through 7049.0870).

CONSULTANT DELIVERABLES

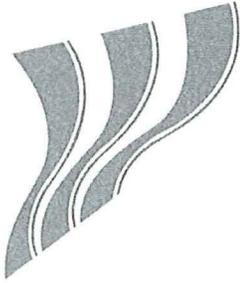
- Preliminary Delegated Pretreatment Program Submittals
- Final Delegated Pretreatment Program Submittals
- Any items identified in your proposed detailed scope of services

CITY RESOURCES AVAILABLE

- Draft Enforcement Response Plan (ERP)
- Draft Ordinance Changes from 2013
- Draft Statement of Legal Authority from 2013
- NPDES Permit MN0025259
- Other pertinent data requested

PROPOSED PROJECT SCHEDULE

RFP to Consultants	August 24, 2015
RFP Submittal Deadline	September 15, 2015
Selection & negotiation of Firm	September 24, 2015
Public Works Public Safety Mtg	September 29, 2015
Council Approval	October 5, 2015
Prepare/Negotiate/Approve Agreement	October 6, 2015
Notice to Proceed	October 13, 2015
Preliminary Submittal	December 9, 2015
Final submittal	June 9, 2016



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 6

Meeting Date: September 29, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: October 5, 2015

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

Originating Department: Waste Treatment

Agenda Item: Continuing Professional Services Agreement with Donohue

Recommended Action: Approve the continuing Professional Services Agreement with Donohue for the NPDES permit assistance, SIU permit assistance, wastewater operations and engineering assistance.

Background/Summary: Donohue is proposing to continue a Professional Services Agreement for the following:

- NPDES Permit Assistance- This is the first step in our approved 20 year compliance schedule. Donohue will work with the City to prepare a document to very easily move forward on our own.
- SIU Permit Assistance
- Wastewater Engineering and Operations Assistance

Alternatives: N/A

Financial Considerations: Compensation for the services will be on a task order basis and is included in the Wastewater Treatment budget.

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

Signature: 

Comments:



CONTINUING PROFESSIONAL SERVICES AGREEMENT

This Agreement is by and between:

City of Willmar (Owner)
333 6th Street SW
Willmar, MN 56201

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53015

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire Agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

Printed Name: Michael W. Gerbitz

Title: Senior Vice President

Date: _____

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

Donohue shall perform the Services requested by the Owner and agreed to by Donohue. Such services shall be defined with a written Task Order including Scope of Services, Project Timing, and Compensation. The Task Order will be signed by Donohue and the Owner, and shall be incorporated into this Agreement as a Task Order. This Agreement shall be automatically renewed annually on the anniversary of its original execution. Either Donohue or Owner may terminate this Agreement by giving the other party written notice at least 30 days prior the renewal date.

PART II
OWNER RESPONSIBILITIES

- A. In addition to other responsibilities of Owner set forth in this Agreement and each Task Order, Owner shall:
1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
 2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
 3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
 4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
 5. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Condition, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

**PART III
COMPENSATION, BILLING AND PAYMENT**

- A. Owner shall pay Donohue for Services in accordance with a project specific negotiated fee. Compensation will be designated in each Task Order and will apply only to the Task Order in which it is designated.
- B. Donohue will be compensated for professional services on a Task Order basis. Compensation will be either on a lump sum basis or a not-to-exceed basis in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup.
- C. Donohue will bill Owner monthly, with net payment due in 30 days. For lump sum Task Orders, the invoice will contain a calculation of the amount of lump sum due based on percentage of Project completed during the billing period.
- D. Donohue will notify Owner if Project scope changes require modifications to the Task Order contract value. Services relative to scope changes will not be initiated without authorization from Owner.

PART IV
CITY OF WILLMAR, MINNESOTA
STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue.

2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change, which shall be deemed accepted if not objected to within 15 days of receipt by Owner.

3. **HAZARDOUS ENVIRONMENTAL CONDITIONS.** Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. **DELAYS.** If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. **RELATIONSHIP TO CONTRACTORS.** Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. **CONSTRUCTION REVIEW.** For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. **INSURANCE.** Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

11. **INDEMNIFICATION.** Donohue shall indemnify and save harmless Owner from and against loss, liability, claims, and damages sustained by Owner due to bodily injury or death to persons or damage to tangible property to the extent caused by the willful misconduct or negligence of Donohue, its agents, or employees.

To the fullest extent permitted by law, Owner shall defend, indemnify and save harmless Donohue, its agents, employees, and representatives from and against loss, liability, claims, and damages (including reasonable attorneys' and consultants' fees) arising from or relating to the Project in any way, except to the extent that such loss, liability, claims or damages are caused by the willful misconduct or negligence of Donohue, its agents or employees. Owner also agrees to require its construction contractor, if any, to include Donohue as an: a) indemnitee under any indemnification obligation to Owner; and b) additional insured under its Commercial General Liability policy.

To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

12. **LIMITATIONS OF LIABILITY.** No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Owner agrees that, to the fullest extent permitted by law, Donohue's total liability to Owner for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Donohue's negligence, errors, omissions, strict liability, or breach of contract, shall not exceed the proceeds available from Donohue's professional liability insurance policy for a maximum of \$3,000,000 per occurrence and \$3,000,000 aggregate. No additional compensation will be paid to Donohue for this increased limit. Donohue agrees to maintain as a minimum this identified insurance limit for the duration of this Project. If Owner desires a limit of liability greater than that provided above, Owner and Donohue shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to Donohue for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL DONOHUE BE LIABLE TO OWNER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

13. **OWNERSHIP AND REUSE OF PROJECT DOCUMENTS.** All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to defend, indemnify, and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

14. **ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. If there is a discrepancy between electronic files and printed copies, the printed copies govern.

Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

15. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties, except as provided in Paragraph 2.

16. **SUCCESSORS, BENEFICIARIES AND ASSIGNEES.** This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue.

The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

17. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

18. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

19. **DISPUTE RESOLUTION.** Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

20. **CONTROLLING LAW.** This Agreement is governed by the law of the state in which the Project is located.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

24. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Date: April 2006



**TASK ORDER NO. 1 TO
CONTINUING PROFESSIONAL SERVICES AGREEMENT
Between City of Willmar, MN (Owner) and
Donohue & Associates, Inc. (Donohue)
Date of Original Executed Agreement: TBD**

TASK ORDER DESCRIPTION

This Task Order covers services related to three items: NPDES Permit Assistance, SIU Permit Assistance, and Wastewater Operations and Engineering Assistance.

A. SCOPE OF SERVICES

1. **NPDES Permit Assistance: SDRP and CWMPSPR** – The Owner is required to submit a Salty Discharge Reduction Plan (SDRP) and Comprehensive Water Management Plan Status Report (CWMPSPR) each year until it ultimately complies with the Salty Discharge Water Quality Based Effluent Limits (WQBELs) in the Year 2035. The first SDRP/CWMPSPR must be submitted in early Year 2016. Donohue will assist the Owner with the production of the Year 2016 SDRP/CWMPSPR and the development of an SDRP/CWMPSPR framework. The intent of these services is to work collaboratively with the Owner and the Minnesota Pollution Control Agency (MPCA) to establish an SDRP/CWMPSPR framework that will allow the Owner to develop post-Year 2016 SDRP/CWMPSPRs with minimal assistance from others. Specific services related to this effort are listed below.
 - Conduct a kickoff meeting with the Owner to review the specific SDRP/CWMPSPR requirements and begin developing a “Workplan” for SDRP/CWMPSPR development. The Workplan will outline the specific tasks required to develop an SDRP/CWMPSPR and define the parties responsible for those tasks.
 - Develop and submit an SDRP/CWMPSPR Workplan to the Owner.
 - Develop and submit an SDRP data collection program to the Owner.
 - Develop and submit an Existing Conditions Memorandum documenting existing conditions related and relevant to the salty discharge matter. This Memorandum will provide information ultimately required in the SDRP: potential sources of salty discharge parameters, historical influent and effluent data, historical wastewater treatment facility (WWTF) removal performance, and an evaluation of past and present WWTF operations to enhance removal performance.
 - Develop and submit a DRAFT SDRP. The SDRP will include the information contained in the Existing Conditions Memorandum, sources of salty discharge parameters, strategies for controlling or reducing salty parameter discharges from those sources, and salty parameter management and reduction goals for the next 5, 10, and 15 years. It will also include a framework for future reporting that will include a summary of activities that the Owner has completed during the previous 12-month period, a schedule of activities planned for the next 12-month period, and an assessment of the Owner’s compliance status with the previous SDRP.
 - Conduct a meeting to review the DRAFT SDRP and receive Owner comments.

- Incorporate mutually-agreed-to comments related to the DRAFT SDRP and submit a FINAL SDRP.
 - Develop and submit a DRAFT CWMPSPR. The CWMPSPR will include the information the information required by the NPDES Permit: summary of activities completed during the 12-month period including an interpretation of the successes/reductions in pollutants; the amount of money spent on implementation of the CWMP; a schedule of activities expected to be completed in the next 12-month period; and revisions to the CWMP with an explanation of the need for those revisions.
 - Conduct a meeting to review the DRAFT CWMPSPR and receive Owner comments.
 - Incorporate mutually-agreed-to comments related to the DRAFT CWMPSPR and submit a FINAL CWMPSPR.
2. **SIU Permit Assistance** – The Owner receives a significant wastewater mass and volume loading from a significant industrial user (SIU) that produces food products. The wastewater discharge agreement between the Owner and the SIU will soon expire. Donohue will work collaboratively with the Owner and SIU to develop the next Agreement. Specific services related to this effort are summarized below.
- Conduct a meeting between the Owner and SIU to discuss the soon-to-expire agreement and elements of the agreement that the parties may want to revise in the subsequent agreement.
 - Develop and submit a DRAFT agreement for review by the Owner and SIU.
 - Discuss the DRAFT agreement with the Owner and SIU.
 - Incorporate mutually-agreed-to revisions and provide a FINAL agreement.
3. **Wastewater Operations and Engineering Assistance** – The Owner occasionally needs assistance related to the operation and maintenance of its WWTF. Examples include alternative chemical additive evaluations, chemical addition calculations, operating performance evaluations, equipment maintenance alternatives, and engineering assessments. Donohue will provide up to 40 hours of assistance.

B. PROJECT TIMING

1. **NPDES Permit Assistance: SDRP and CWMPSPR** – Donohue will perform these services to accommodate the Year 2016 Compliance Schedule in the NPDES Permit. Donohue is authorized to perform these services when this Task Order is executed.
2. **SIU Permit Assistance** – Donohue is only authorized to perform these services after receive written authorization from the Owner (City Engineer or Wastewater Superintendent). Donohue will perform these services in accordance with the schedule outlined in the authorization.
3. **Wastewater Operations and Engineering Assistance** – Donohue is only authorized to perform these services after receive written authorization from the Owner (City Engineer or Wastewater Superintendent). Donohue will perform these services in accordance with the schedule outlined in the authorization.

C. COMPENSATION

1. **NPDES Permit Assistance: SDRP and CWMPSPR** – Not to exceed \$49,975. See Attachment 1.
2. **SIU Permit Assistance** – Not to exceed \$8,845. See Attachment 1. Requires written authorization.
3. **Wastewater Operations and Engineering Assistance** – Not to exceed \$6,550. See Attachment 1. Requires written authorization.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

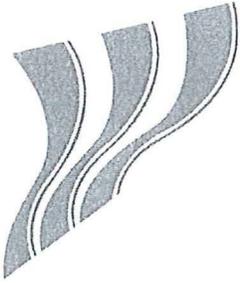
Printed Name: Michael W. Gerbitz, PE

Title: Senior Vice President

Date: _____

City of Willmar, Minnesota
Amendment 1: Wastewater Program Assistance 2015
Fee Estimate Summary
Donohue & Associates, Inc.

Task	Gerbitz/PM \$ 235	Principal Engineer \$ 185	Senior Engineer \$ 165	Junior Engineer \$ 135	Operations \$ 100	Total Hours	Total Labor	Travel	Printing	Total Cost
NPDES Permit Assistance	85	-	50	150	-	285	\$ 48,475	\$ 1,200	\$ 300	\$ 49,975
Prepare for and Conduct Kickoff Meeting	15		15			30	\$ 6,000	\$ 600		\$ 6,600
Develop Workplan	10		10			20	\$ 4,000			\$ 4,000
Develop Data Collection Program	10			20		30	\$ 5,050			\$ 5,050
Compile and Review Collected Data	5			20		25	\$ 3,875			\$ 3,875
Document Existing Conditions: Sources and Treatment Facility Operations	10			40		50	\$ 7,750			\$ 7,750
Develop DRAFT	20		10	60		90	\$ 14,450		\$ 150	\$ 14,600
Conduct Meeting to Review DRAFT	10		10			20	\$ 4,000	\$ 600		\$ 4,600
Develop FINAL	5		5	10		20	\$ 3,350		\$ 150	\$ 3,500
SIU Permit Assistance	35	-	-	-	-	35	\$ 8,225	\$ 620	\$ -	\$ 8,845
Attend Meeting with City and SIU	10					10	\$ 2,350	\$ 620		\$ 2,970
Provide DRAFT SIU Permit	10					10	\$ 2,350			\$ 2,350
Provide Communication with City and SIU	10					10	\$ 2,350			\$ 2,350
Provide FINAL SIU Permit	5					5	\$ 1,175			\$ 1,175
Wastewater Engineering and Operations Assistance	10	10	-	10	10	40	\$ 6,550	\$ -	\$ -	\$ 6,550
Provide Miscellaneous Assistance as Requested and Authorized	10	10		10	10	40	\$ 6,550			\$ 6,550
Total	130	10	50	160	10	360	\$ 63,250	\$ 1,820	\$ 300	\$ 65,370
Total Labor Dollars by Labor Class	\$ 30,550	\$ 1,850	\$ 8,250	\$ 21,600	\$ 1,000					



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 7
Meeting Date: September 29, 2015
Attachments: Yes No

CITY COUNCIL ACTION

Date: October 5 2015

- Approved Denied
 Amended Tabled
 Other

Originating Department: Civic Center

Agenda Item: Civic Center HVAC Change Order No. 1

Recommended Action: Approve the Civic Center HVAC Change Order No. 1 in the amount of \$19,567.00.

Background/Summary: The City contracted with Stevens Engineering for the Mechanical Systems Evaluation Study in August, 2014. The evaluation provided a refrigeration and mechanical assessment of the Civic Center HVAC system. The design and construction related services contract with Stevens was approved by the Council in June, 2015 and details Phase I of the project, which includes the replacement of the dehumidification system in the Cardinal and Blue Line Arena, infrared heater adjustments and updating electrical equipment. A heating section to the new dehumidification unit for the Cardinal Arena was needed to supply primary heating to the arena, resulting in Change Order No. 1 in the amount of \$19,567.00.

Alternatives: N/A

Financial Considerations: The 2015 CIP includes funds for the Civic Center HVAC project and is within the project budget.

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

Signature:

Comments:

September 21, 2015

Mr. Sean Christensen
City of Willmar
333 6th Street SW
P.O. Box 755
Willmar, MN 56201

Via email: schristensen@willmarmn.gov

Re: **Change Order No. 1**
Willmar Civic Center HVAC Improvements
Stevens File No. 900-14-231

Dear Mr. Christensen:

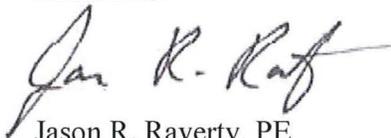
Enclosed is Change Order No. 1 for the Willmar Civic Center HVAC Improvements Project. This change order includes adding a heating section to the new dehumidification unit for the Cardinal Arena (DH-1) identified in Field Order No. 1. This change is necessary to supply primary heating to the arena that is currently provided through the existing dehumidification / ventilation system being removed as part of the project.

We recommend the City accept this change order in the amount of \$19,567.00.

Please have the first page of the change order signed and emailed back to me and I will distribute to the Contractor.

If you have any questions regarding this documentation or the project in general please feel free to call us anytime. Our office number is 651.436.2075.

Sincerely,
STEVENS



Jason R. Raverty, PE
Project Manager

C:

Enclosures: Change Order No. 1 with supporting documentation.

Date of Issuance: September 2, 2015 Effective Date: September 2, 2015

Project: Willmar Civic Center HVAC Improvements	Owner: City of Willmar	Owner's Contract No.: NA
Contract:	Date of Contract: June 2, 2015	
Contractor: Cool Air Mechanical Inc.	Engineer's Project No.: 900-15-231	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Provide a post heating section to the new dehumidification unit for the Cardinal Arena.

Attachments (list documents supporting change):

Field Order No. 1, Cool Air Mechanical Change Order Proposal

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 595,800.00

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 10/2/2015

Ready for final payment (days or date): 10/16/2015

Change from previously approved Change Orders
No. 0 to No. 0:

NONE

Change from previously approved Change Orders
No. 0 to No. 0:

Substantial completion (days): NONE

Ready for final payment (days): NONE

Contract Price prior to this Change Order:

\$ 595,800.00

Contract Times prior to this Change Order:

Substantial completion (days or date): 10/2/2015

Ready for final payment (days or date): 10/16/2015

INCREASE of this Change Order:

\$ 19,567.00

Change from this Change Order:

Substantial completion (days or date): NONE

Ready for final payment (days or date): NONE

Contract Price incorporating this Change Order:

\$ 615,367.00

Contract Times with all approved Change Orders:

Substantial completion (days or date): 10/2/2015

Ready for final payment (days or date): 10/16/2015

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)

Date: 9/2/2015

ACCEPTED:
By: [Signature]
Owner (Authorized Signature)

Date: 9.23.15

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)

Date: 9/2/15



1544 134TH AVE NE
 HAM LAKE, MN 55304
 P. 763-205-0821 F. 763-432-7394

CHANGE ORDER PROPOSAL

Project: Willmar Civic Center Arena Date: 08/12/15

Attention: Jason Raverty COP# 1

Description of Extra Work:
 Add post heat to dehumidification unit

CONTRACTOR: Cool Air Mechanical

LABOR:

Man-hours	2
Rate	\$ 97

LABOR SUBTOTAL \$194

MATERIAL:

SVL quote	\$16,060
Additional gas piping	\$50

MATERIAL SUBTOTAL \$16,110

FEES:

Labor Fee	10%	\$19
Material Fee	10%	\$1,611

TOTAL LABOR, MATERIAL AND FEES \$17,934

OTHER COSTS:

Sales Tax	7.75% Material Fee	\$1,249
Bond	2% Total Change Order Costs	\$384
Incidental Expenses		

TOTAL OTHER COSTS \$1,632

TOTAL CHANGE ORDER PRICE	\$19,567
---------------------------------	-----------------

NOTE: This RFCOP adds [] days to substantial completion.



To	Cool Air Attn: Tyler	PROPOSAL NUMBER	536240
		BID DATE	05/27/2015
		PRICES GOOD FOR	30 DAYS
Project	Willmar Civic Center HVAC Improvements Willmar, MN	Terms of Payment	NET 30 DAYS
Engineer	Gausman & Moore	Delivery Terms	FOB FACTORY
			FREIGHT ALLOWED
		Addendums Received	Addendum 1
		Date	

Air Handling Units

Net add for stainless steel natural gas post heat section added to DH-1 complete with 1,000 mbh input, 800 mbh gas output and modulating gas heat capacity control.

TOTAL NET ADD TO ABOVE.....\$ 16,060.00

Sincerely,

Tim Harris

Schwab-Vollhaber-Lubratt, Inc.

FIELD ORDER NO. 1

THE FOLLOWING DRAWINGS ARE ATTACHED HERETO:

Mechanical

MD101, M101, M601

Specifications

238416 PACKAGED GAS-FIRED DEHUMIDIFICATION UNITS

CLIENT:

Stevens Engineers, Inc.
2211 O'Neil Road
Hudson, WI 54016

PROJECT:

Willmar Ice Arena
G&M Project No. 83109

DATE:

July 10, 2015

Sent from:

St. Paul Office
700 Rosedale Tower
1700 Highway 36 West
St. Paul, MN 55113
Phone: 651-639-9606
FAX: 651-639-9618

Duluth Office
Suite 310
501 South Lake Avenue
Duluth, MN 55802
Phone: 218-722-2555
FAX: 218-722-9306

Santa Clarita Office
Suite 205
26415 Carl Boyer Drive
Santa Clarita, CA 91350
Phone: 661-291-1978
FAX: 661-291-6213

To: Field

This Field Order is a change to the Contract Documents and may apply to any or all Contracts and subcontracts. Unless otherwise specified herein or shown on the attached drawings (if any), all work required by this Field Order shall be in complete accord with the Contract Documents and subsequent Field Order thereto.

The items listed in this Field Order are not in any order in regard to the Project Drawings or the Project Manual. All contractors are cautioned to examine each and every item of this Field Order.

<u>ITEM</u>	<u>REFERENCE</u>	<u>CHANGE/COMMENTS</u>
-------------	------------------	------------------------

CHANGES TO MECHANICAL SPECIFICATIONS

- | | | |
|----|--------------------------------------|---|
| 1. | Section 235216
(Section attached) | Under Article 3.4 SEQUENCE OF OPERATION, paragraph 18.
Updated specifications to indicate the interlocking of existing exhaust fans and motorized dampers. |
|----|--------------------------------------|---|

CHANGES TO MECHANICAL DRAWINGS

- | | | |
|----|---|--|
| 1. | MD101 - HVAC
Demolition Plan | 1. Revised keynote 8. |
| 2. | M102 - Overall
HVAC Plan | 1. Added keynote 16.
2. Revised the gas pipe size going to DHU-1 to be 1-1/4". |
| 3. | M601 - Mechanical
Risers and Schedules | 1. Indicated on the drawings that the DHU-1 and DHU-2 are to be interlocked with existing exhaust fans.
2. Revised the gas pipe size going to DHU-1 to be 1-1/4".
3. Updated various keynotes.
3. Added a post heating section to the DHU-1 schedule. |

SECTION 238416 – PACKAGED GAS-FIRED DEHUMIDIFICATION UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Types of dehumidification units specified in this section include the following:
 - 1. Single-zone gas-fired desiccant units.
- B. Provide the following electrical work as work of this section complying with requirements of Division 26 sections:
 - 1. Control wiring between field-installed controls, indicating devices, and unit control panels.

1.3 SUBMITTALS

- A. Provide Data: Submit manufacturer's technical product data, including rated capacities of selected model clearly indicated, weights, furnished specialties and accessories; and installation and start-up instructions.
- B. Wiring Diagrams: Submit manufacturer's electrical requirements for power supply wiring for units. Submit manufacturers' ladder-type wiring diagrams for interlock and control wiring. Clearly differentiate between portions of wiring that are factory installed and portions to be field installed.
- C. Maintenance Data: Submit maintenance data and parts list for each unit, control, and accessory; including "trouble-shooting" maintenance guide. Include this data and product data in maintenance manual; in accordance with requirements of Division 01.

1.4 QUALITY ASSURANCE

- A. Listing and Labeling: Provide electrically operated components specified in this Section that are listed and labeled.
 - 1. The Terms "Listed" and "Labeled": As defined in the National Electrical Code, Article 100.
 - 2. Comply with AGA Z223.1 for gas-fired furnace section.
 - 3. Comply with NFPA 70.
- B. Vibration: Fan wheels and shaft assemblies shall be factory dynamically balanced.
- C. Fan Performance: Curves shall be based on tests in accordance with current AMCA Standards. Tests shall be conducted in a certified AMCA laboratory.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver dehumidification units as factory-assembled units with protective crating and covering.

- B. Coordinate delivery and storage of dehumidification units.
- C. Handle dehumidification units to comply with manufacturer's written rigging and installation instructions for unloading and moving to final location.

1.6 COORDINATION

- A. Coordinate installation of equipment supports and wall penetrations.

1.7 SPECIAL PROJECT WARRANTY

- A. Special Warranty: Provide written warranty, signed by manufacturer, agreeing to replace/repair, within warranty period, components with inadequate and defective materials and workmanship, including leakage, breakage, improper assembly, or failure to perform as required; provided manufacturer's instructions for handling, installing, protecting, and maintaining units have been adhered to during warranty period.

1. Gas Heat Exchanger Warranty Period: Ten years from date of substantial completion.
2. Desiccant Wheel Warranty Period: Five years from date of substantial completion.
3. Remainder of Unit Components: One year from date of substantial completion.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide packaged dehumidification units of one of the following:
 1. Munters.
 2. Innovent.
 3. Concepts & Designs Inc. (CDI)

2.2 PACKAGED DEHUMIDIFICATION UNITS

- A. Unit Base: Unit base shall be bolted steel construction with formed 12 gauge galvanized steel channels around the outside perimeter and reinforced with galvanized steel cross members bolted on centers not exceeding 31 inches. Base shall have a minimum of four lifting brackets bolted in place.
- B. Unit Case:
 1. The unit casing shall be constructed using a double wall panel and frame system for torsional rigidity. This includes walls, floors, and ceilings. This system shall not contain any through metal. The unit casing shall also meet the following criteria based on ASTM E84-90 (Standard Test Method for Surface Burning of Building Materials), flame spread = 25, smoke index = 50.
 2. The frame system components shall be constructed of fiberglass reinforced plastic (FRP) pultruded members. Horizontal frame members shall be supported along their length by intermediate supports and internal partitions. Through metal systems shall not be allowed. To avoid condensation, heat loss, or loss of cooling capacity, each panel shall be 2 inches thick and constructed such that there are no through metal connections between the exterior surface and the interior surface. The exterior casing shall be 22-gauge corrosion resistant galvalume. The interior casing shall be 22-gauge galvanized steel. Manufacturers not providing exterior galvalume construction must provide painted

galvanized exterior panels. Painted coating must be corrosion resistant exceeding ANSI 2000 hour salt spray standards. Panels shall be foam injected into individual panels with a density of 2-1/2 lb/ft³. The heat transfer rate through casing walls shall be less than 0.0625 Btu/sq. ft./°F equivalent to an R-value of 14. This construction shall be suitable for a 50 F difference as tested between process air dry bulb temperature and the dew point of the air surrounding the plenum. The unit casing shall be manufactured as an air and vapor tight system. There shall be a gasket system that seals the panels to the structure. Fixed panels shall be provided with flat closed cell neoprene and be sealed in place with FDA approved silicon. Doors and plug panels shall be provided with polyvinyl chloride seals.

C. Access Doors and Plug Panels: Access doors or plug panel doors will be provided as indicated on the drawings. Doors shall be rigid double wall construction and shall use heavy-duty hinges with lockable latches on each door. Doors shall be a minimum of 30.5" in width and be the full height unit plenum. Doors shall be of the same construction as panels. Hinges shall be installed by locating hinges no more than 36 inches on center from hinge to hinge. Door latches shall be capable of being fully tightened against gasket surfaces. All major components such as coils, filters, blowers, etc., within the air handling structure shall be easily removable through access panels without dismantling plenums or distributing ductwork. Equipment that requires disassembly of components rather than access through removable or hinged panels shall not be acceptable. The unit casing shall include access panels for inspection and for any maintenance required by the operating and maintenance manual. Panels without gaskets shall not be acceptable.

D. Weather Protection:

1. The dehumidification system shall be capable of continuous outdoor operation. The air inlets shall be protected from flowing water by mist eliminators or connected duct work. Consequently, all access panels shall be weather tight, as shall all joints between casing and electrical conduits and between the unit casing and any components mounted in separate enclosures.
2. For outdoor units a roof shall be fabricated using a capped standing seam style construction. Outside air inlets shall be provided with mist eliminating architectural louvers and rain hoods. Mist eliminating louvers shall be an extruded aluminum construction utilizing a 2" vertical blade with a 2 phase separation chamber per blade. Frame shall be no less than 2-3/8" deep and arranged with bottom front drainage. Standard AMCA testing shall show beginning of water penetration to be not less than 930 FPM. The pressure drop through the louver shall not be more than 0.125". Louvers shall bear the AMCA Seal and have its ratings certified to comply with AMCA Publication 511.

E. Desiccant Wheel:

1. The desiccant wheel media shall be a monolithic, extended-surface contact medium, fabricated entirely of inert, inorganic binders and glass fibers formed into narrow passages in the direction of airflow. The wheel shall be non-toxic. It shall also meet the following requirements.

2. The process and reactivation air streams shall be separated by air seals and internal partitions so the humid reactivation air does not mix with the dry process air. Suppliers who do not also manufacture the active desiccant dehumidification wheel must provide a five-year parts and labor warranty for the wheel. Manufacturers must provide the desiccant dehumidification capacity without exceeding a gas usage specified. Acceptable manufacturers must be able to procure replacement if required within 24 hours or provide a spare stock for each unit size. The proposed equipment shall meet the following minimum requirements:
 - a. Wheel face seals: The dehumidifier shall have full-face seals on both the process air entering and the process air leaving sides of the wheel. These shall seal the entire perimeter of both air streams as they enter and leave the wheel. Partial seals shall not be acceptable. The seals shall be the silicone rubber bulb-type, with a protective strip of low-friction, abrasive-resistant surface to extend seal life and reduce the force needed to turn the desiccant wheel. Neither wiper-type seals nor brush-type nor any non-contact-type seal shall be acceptable. The seals shall be documented to have a minimum working life of 25,000 hours of normal operation.
 - b. Materials: The glass fibers that form the support matrix shall be made from uniform continuous strands larger than five microns in diameter that are nonrespirable and are not considered a possible health risk by the International Agency for Research on Cancer (IARC).
 - c. Flame spread and smoke generation: The wheel shall be tested according to ASTM E84-90 (Standard Test Method for Surface Burning of Building Materials) and shall achieve a Flame spread index = 0 and a Smoke developed index = 10.
 - d. Desiccant impregnation: The desiccant shall be evenly impregnated throughout the structure for predictable, consistent performance and for maximum wheel life. Coatings applied on top of the contact medium shall not be acceptable unless the manufacturer can provide independent life tests demonstrating less than a 5% decline in desiccant capacity over a five-year period of normal operation.
 - e. Desiccant type: The desiccant impregnated into the contact medium shall be:
 - 1) Titanium-reinforced silica gel: The HoneyCombe desiccant wheel shall be a fabricated extended surface contact medium with a multitude of small passages parallel to the airflow. The rotary structure shall be a monolithic composite consisting of inert silicates with microscopic pores designed to remove water in a vapor phase. The desiccant shall be hydrothermally-stabilized silica gel reinforced with titanium for maximum strength and stability over time. The fabricated structure shall be smooth and continuous, having a depth of 400 millimeters, as specified in unit schedule, in the direction of airflow without interruptions or sandwich layers that restrict air flow or create a leakage path at joining surfaces. Nominal face velocity shall not exceed 800 fpm.
 - 2) The HoneyCombe wheel shall be manufactured in the United States. The manufacturer shall provide documentation to establish that:
 - a) The desiccant retains more than 90% of its original capacity after 10 years of continuous operation in clean air, with inlet air conditions up to an including 100% relative humidity.
 - b) The wheel as impregnated with silica gel is capable of withstanding five complete water immersion cleaning cycles while retaining more than 95% of its original absorption capacity.

- F. Desiccant Wheel Support and Drive Assembly:
1. Desiccant wheels less than 86" in diameter shall be a single piece for fast removal and simple handling. The desiccant wheel shall be supported by four rollers at the base of the unit so the wheel can be easily removed by lifting it over the rollers using the drive belt. Center-axle support or any arrangement that requires disassembly of the support structure for wheel removal shall not be acceptable. In addition, the wheel drive assembly shall provide:
 - a. Rotation speed: To avoid excessive heat carryover from reactivation to the process air, the wheel rotation speed shall not exceed 16 rph while achieving the required moisture removal rate at the specified conditions.
 - b. Drive belt: The drive belt shall be the flat toothed type with aramid fiber reinforcement.
 - c. Drive motor: The drive motor shall be fractional horsepower and rated for continuous duty for a period of 20,000 hours under the load conditions imposed by the drive assembly.
 - d. Rotation detection: The drive assembly shall be equipped with a rotation detection circuit that shuts down the dehumidifier and signals the operator through an indicating light on the control cabinet if the wheel is not rotating.
- G. Reactivation Circuit:
1. The reactivation circuit shall conform in all respects to the current National Electrical Code.
 2. Direct-fired natural gas reactivation:
 - a. The direct-fired raw gas burner shall have a rust-resistant cast iron air-fuel manifold and stainless steel air mixing plates. The burner assembly shall be mounted inside a housing constructed of G-90 hot dipped galvanized steel. The housing shall be welded and equipped with internal insulation of fibrous glass with a minimum thickness of 1 inch.
 - b. Burners with less than 401 MBH input capacity shall be equipped with a single-stage combination gas valve. The complete pilot ignition system has been A.G.A. design certified to ANSI Standard Z21.7A-1985 "Automatic Intermittent Pilot Ignition Systems for Field Installation." Gas valves and ignition control units also are A.G.A. design certified (separately) to applicable ANSI standards.
 - 1) Z21.15 Manual Gas Valves
 - 2) Z21.18 Gas Pressure Regulators
 - 3) Z21.20/Z21.20A Automatic Ignition Systems
 - 4) Z21.21/Z21.21A Automatic Valves
 - 5) Z21.35 Gas Filters
 - 6) The butterfly valve utilized for gas flow control is a UL recognized component. The actuator provided to modulate the valve is powered by a UL listed Class 2 cover mounted transformer.
 - c. Burners with 401 MBH and greater input capacity shall be equipped with a general purpose ANSI-standard gas train with redundant fluid power valves rated for duty at the specified gas supply pressures.
 - d. Reactivation energy shall be automatically matched to dehumidification requirements by means of a modulating gas valve with proportional electric valve actuator. The valve/ actuator assembly shall be connected to a temperature sensor/controller mounted in the discharge of the reactivation air stream.

H. Filters:

1. Reactivation filter: The unit shall include a disposable pleated filter with 25% to 30% minimum efficiency with 90% to 92% arrestance minimum as rated by ASHRAE Test Standard 52-76.
2. Standard medium efficiency filters: The unit shall include removable filters at the inlet of both process and reactivation air streams. These filters shall be mounted on sliding racks and accessible through access panels. All supply air is filtered through filters of 25% to 30% minimum efficiency with 90% to 92% arrestance minimum as rated by ASHRAE Test Standard 52-76. Filters are disposable 2" deep, pleated disposable type with non-woven media held in place by a welded wire grid. Filters are held in aluminum channels top and bottom with spacers and back-up plates to minimize bypass. Filter channels are welded and sealed in place to eliminate air bypass.

I. Fans:

1. General requirements: Blowers provide the specified air volume(s) through the system with adequate static pressure to overcome duct and distribution losses specified. Blowers are of the non-overloading, backward inclined, air foil blade type for air volumes greater than 1000 scfm. Blowers are direct or belt drive, provided fan speed does not exceed 80% of the fan shaft critical speed. Access shall be provided on both sides of the supply blower for inspection and servicing. All fans shall be rated in accordance with AMCA Standard 210. Fan motors shall be TEFC, high efficiency type with Class B insulation and a 1.15 service factor.
2. Construction: Fans shall be a single width/single inlet (SWSI) housed construction if mounted on exterior of unit housing. Fans shall be SWSI plenum type if mounted interior to the unit housing.
3. Balancing: Fans shall be balanced after assembly and after coating at the speed the unit is scheduled to operate. Fans are balanced such that the maximum displacement in any plane does not exceed 1.5 mils for fans operating at or below 2000 rpm or 1.0 mils for fans operating above 2000 rpm.
4. Belt drive fans: For fan motors of 10 hp and smaller, the belt drive shall be selected for 120% of rated capacity. For fans driven by motors larger than 10 hp, the drive shall be selected for 150% of rated capacity. All belt-driven fans shall be equipped with:
 - a. Motors mounted on slide rails or bases and belt tension is adjustable without repositioning of belt guard.
 - b. Fan assemblies mounted on a rigid structural steel base supported at not less than 4 points by rubber-in-shear or spring type vibration isolators. Overall isolation efficiency is not less than 95% at the design fan speed. Fan and base assembly shall be equipped with not less than three tie-down bolts for stability during shipment to prevent damage.
 - c. Fan and base assembly shall be equipped with not less than three tie down bolts for stability during shipment to prevent damage.
5. Direct drive fans: Direct drive blowers are 1725 or 3450 RPM. Direct drive blowers are mounted on vibration pads or rubber-in-shear type vibration isolators. Overall isolation efficiency is not less than 95% at the design blower speed.
6. Fan motors: Fan motors shall be the totally enclosed fan-cooled (TEFC), high-efficiency type with Class B insulation and shall be selected for a service factor of 1.15.

J. Direct Expansion (DX) Cooling Coils:

1. Coils shall be sized to provide the full capacity scheduled. Coils shall be arranged to condition the full volume of process air with bypass or balancing dampers as required. Refrigerant pressure drop to be between 1.5 psi and 5 psi, and air face velocities are 500 fpm or less. Coil circuiting provides for optimum performance with minimum pressure loss. Coil shall be designed for 250 psi working pressure and factory tested under water at 300 psi air pressure.
2. Direct expansion cooling coils are fin and tube type constructed of 0.016 inch seamless copper tubes and .006 inch thickness aluminum fins mechanically bonded to tubes. Casing and tube support sheets are 16 gauge galvanized steel formed to provide mounting flanges and structural support for the tinned-tube assembly. Supply header consists of a distributor to feed liquid refrigerant through seamless copper tubing to all circuits in the coil equally. Tubes are circuited to insure minimum refrigerant pressure drop and maximum heat transfer. Fin spacing of up to 12 FPI provides adequate transfer area to minimum air pressure drop. Coils are mounted for counterflow and have a maximum air face velocity of 500 fpm. Direct expansion coils conform to ARI Standard 410 and are compatible with all other components of the same refrigeration circuit.

K. Drain Pans:

1. The drain pan is to be constructed of welded 304 SS and bolted in place. The cooling coil drain pan shall extend the entire length of the coil and extend a minimum of 4 inches beyond the air leaving side of the coil. Drain pans with a single drain connection shall be double-sloped to ensure zero standing water. Drain pans with drain connections on both sides of the unit shall use a single-sloped drain pan, sloped in the direction of airflow. Drain connection shall extend through unit base. Connection(s) to be 1 inch male NPT.

L. Refrigeration Condensing Units:

1. Condensing units are complete with compressor(s), condenser heat exchanger, optional receiver tank (if required), and all controls and accessories required to regulate refrigerant pressure, flow rates, and temperatures. The condensing unit is piped together with evaporator coil(s) and is sized and controlled to operate at all conditions required. Condensing units manufactured by a separate company and then mounted and piped and a single skid are not acceptable.
2. Compressors are scroll type. Service access shall be provided around the entire compressor for maintenance. Isolation valves shall be provided in the refrigeration circuit to allow removal of pressure sensors and other control instruments. Condenser fans shall be provided with fan guards both on the intake and discharge. Condensing unit section shall be accessed through access doors. Access panels are not acceptable. Condenser coils shall be provided with exterior coil guards to prevent damage.
3. All piping connections are brazed using a filler material with not less than 15% silver content for copper to brass joint. Brazing flux is used on all joints, and all interior surfaces of brazed assemblies are exposed only to dry nitrogen during heating and cooldown periods. All refrigeration tubing is copper, type "L", hard drawn, cleaned and capped, designed specifically for refrigeration service. All piping circuits contain thermostatic expansion valve with external equalization and M.O.P. feature, liquid line solenoid valves, liquid line sight glass, liquid line filter/dryer, and optional hot gas regulating valve and auxiliary side connector. All components are completely installed in piping circuit and all joints leak tested with refrigerant charge and electronic leak detector prior to evacuation, final charging and complete factory testing and set-up. All assembly and testing work is performed at the factory prior to shipping. All refrigeration circuits

are pumped down, valved off and shipped with the full refrigerant charge ready for on-site start-up.

M. Indirect Fired Post Heater:

1. Heater shall conform to ANSI Z83.9. Unit shall be suitable for operation on natural gas or propane as specified. Unit shall be of downblast or horizontal configuration. Unit shall have an input rating of 400 MBH on high firing rate and 200 MBH on low firing rate. Where input is greater than 400 MBH, multiple heaters shall be used. It shall contain tube type heated exchangers, flue gas collector with vent fan, in-shot burners, and controls for high and low fire. Unit shall be unboxed and fit within the unit housing envelope dimensions.
2. Burners shall be die formed in shot type with adjustable air shutters. Burners must be individually removable for cleaning or service. Entire burner assembly must be easily removable as an assembly.
3. Unit shall have a powered venting system consisting of a collection box, direct drive vent fan, and an air proving switch. The collection box shall be made of the same material as the heat exchanger bulkhead plate and shall be removable. The venting fan bearings shall have a minimum L10 bearing life of 24,000 hours. The vent fan shall exhaust the flue gas horizontally out of the side of the unit. The unit fan shall operate on 120/1/60 and not exceed 2 FLA.
4. Tubes shall be permanently attached to a bulkhead plate to form an airtight seal between combustion byproducts and heated air system. Heat exchanger shall be constructed of 18 gauge aluminized tubes with 14 gauge aluminized steel bulkhead plate. Heat exchanger shall be rated for a minimum lifespan of 100,000 cycles.
5. Gas train shall utilize components certified by AGA. Gas train shall consist of a 24 VAC two-stage combination valve (manual on-off, automatic safety shutoff, regulation to handle 0.5 psig input pressure and adjustable pilot valve). The combination valve shall be rated at a flow of 400 MBH. The valve shall feed in-shot burners through a manifold with screw-in brass orifices sized for either natural gas or propane, as required by unit schedule. The flame controllers shall be solid state module that operates on 24 VAC. It shall have a built-in spark igniter and flame sensor with 100% gas shutoff. The pilot shall be ignited during each cycle of operation. After the pilot is proven, the main burner valve shall open. Pilot and main burners shall be extinguished during the off cycle. The thermal disc type high temperature limit switch shall shut off main and pilot valves if an overheat occurs.

N. Electrical Control Cabinet:

1. The electrical control cabinet shall be weather tight to NEMA 3R standards and shall include:
 - a. Wiring to comply with the current National Electrical Code with further fuse and wiring sizing to meet or exceed UL 508A Industrial Control Panel.
 - b. Wires shall be color coded or numbered at both ends and all terminal block connection points shall be numbered. These markings shall correspond with the electrical diagram provided in the operating and maintenance manual.
 - c. Components shall be UL or CSA approved where possible.

- d. Control system: Provide a remote programmable standalone DDC terminal for control of dehumidification units. Provide all temperature and dew point sensors wiring, and connectivity required for operation of the unit, including space temperature and dew point sensors for connection to the integral internal microprocessor control system. The unit shall monitor and sequence all internal components to stage dehumidification, cooling, and heating functions as well as all damper operations. The unit sequence of operations shall include separate indication for:
 - 1) Power on.
 - 2) Unit running.
 - 3) Desiccant wheel rotation fault.
 - 4) Burner fault.
 - 5) High condensing pressure (packaged condensing units).
 - 6) Motor overload.
- e. Operating and maintenance manual: The control cabinet shall include a copy of the O&M manual, mounted in a separate compartment or pocket to allow access to critical information by maintenance personnel after installation.
- f. Disconnecting means: Unit shall have a built-in non-fused means of disconnecting from the power supply.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install dehumidification units in accordance with manufacturer's installation instructions. Install units plumb and level, firmly anchored in locations indicated, and maintain manufacturer's recommended clearances.
- B. Verify that electrical wiring installation is in accordance with manufacturer's submittal and installation requirements of Division 26 sections. Do not proceed with equipment start-up until wiring installation is acceptable to equipment installer.

3.2 FIELD QUALITY CONTROL

- A. Start-up dehumidification units in accordance with manufacturer's start-up instructions. Test controls and demonstrate compliance with requirements. Replace damaged or malfunctioning controls and equipment.
- B. Provide factory start-up and system checkout and balancing by factory trained and authorized representative.
- C. Provide field training and instructions for Owner's operation personnel.

PART 4 - CONTROL SEQUENCE

4.1 GENERAL

- A. Standalone DDC controller:
 - 1. Provide with required temperature, dew point, and CO2 sensors and programming.
 - 2. Factory programmed, mounted, and tested.

3. User terminal with LCD readout for changing operating parameters, set points and monitoring unit operation.
 - a. User terminal can be unit mounted or remote mounted and is connected by straight through six wire flat cable.
 - b. Verify location of remote user terminal with Owner prior to installation. Provide all temperature, dew point, and CO2 sensors, wiring, and appurtenances as required for a complete and operating system in accordance with the manufacturer's requirements.

B. BMS Interface:

1. BACnet MS/TP compatible for future connectivity.

4.2 SEQUENCE OF OPERATION – DHU-1

A. The stand-alone DDC controller shall perform the following control sequence.

1. Unit start command.
 - a. Actuators for the outside air dampers and return air damper are powered.
 - b. DDC controller checks damper actuator end switch status.
 - c. Exhaust fan starts after dampers are open (minimum of 120 seconds delay, adjustable).
 - d. Supply fan starts 5 seconds (adjustable) after the exhaust fan.
 - e. Heating operation – not used.
 - f. Dehumidification and Cooling (if applicable) operation per below.
2. Unit stop command (or de-energized):
 - a. Fans are de-energized.
 - b. All damper actuators are de-energized and spring return to their fail position after a 120 second delay.
3. Outside air/return air damper control:
 - a. Each item (outside air damper and return air damper) has an adjustable minimum and maximum position (field balance) that it will modulate between when the outside air damper is at its minimum position and the return air damper is at its maximum position. Provide low occupancy reduced ventilation CO2 control positions and scheduled minimum outdoor air positions for return and outdoor air dampers.
4. Supply fan control:
 - a. The supply fan VFD shall be used for manual balancing only.
5. Exhaust fan control:
 - a. The exhaust fan VFD shall be used for manual balancing only.
6. Desiccant wheel reactivation:
 - a. Reactivation lockout: The reactivation will be locked out when the outside air is <20°F - 2°F hysteresis, adjustable.
 - b. Reactivation is controlled to maintain the supply dew point set point (set point = 15°F, adjustable). Regeneration system will activate when the supply dew point control loop is active (supply dew point above set point).
 - 1) Regeneration outside damper will open.
 - 2) Regeneration fan will start.
 - 3) The desiccant wheel shall run the wheel at a fixed speed of 15 RPH.
 - 4) Supply dew point control will reset the wheel regeneration air leaving air set point between the set points below:
 - a) Minimum set point = outside air temp.
 - b) Maximum set point = 103°F.

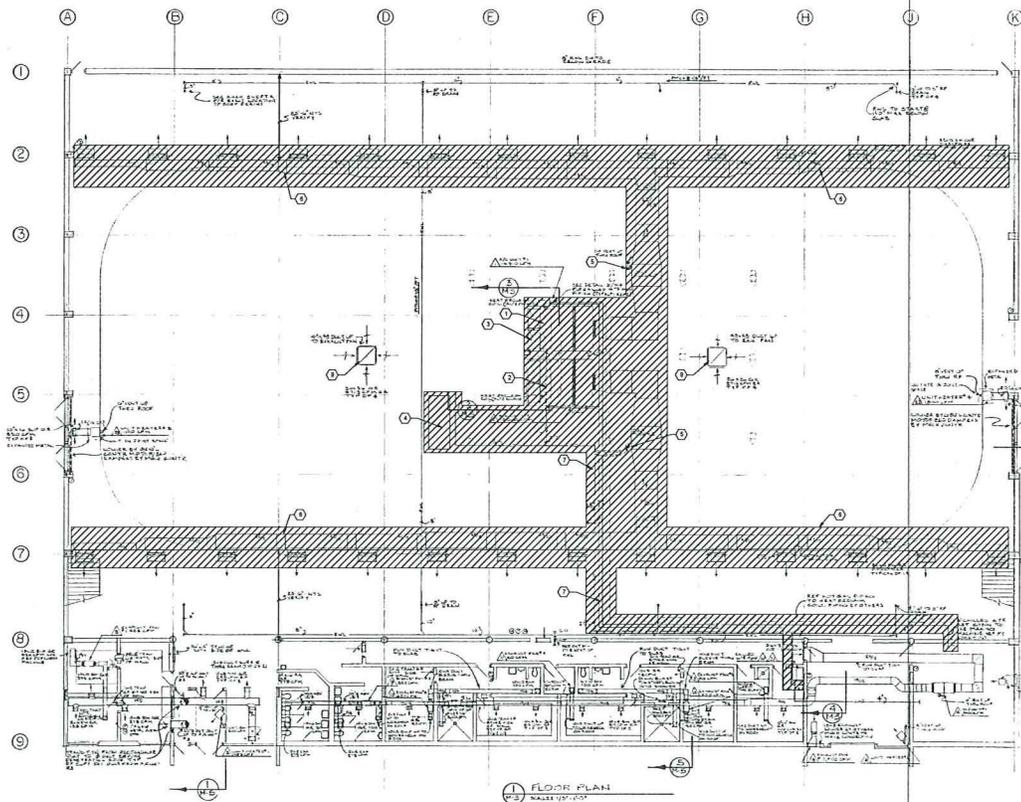
- 5) Wheel regeneration air leaving air set point will reset the wheel regeneration air entering air (same as heater leaving air) set point between the set points below:
 - a) Minimum set point = 150°F.
 - b) Maximum set point = 248°F.
- 6) The reactivation direct fired gas heat is controlled to maintain the regeneration wheel entering air set point above.
7. Reactivation system post heat purge mode:
 - a. Post heat purge mode will occur anytime the regen system switches from active to inactive.
 - b. Regeneration damper is open.
 - c. Regeneration fan is ON.
 - d. Regeneration heaters are OFF.
 - e. Purge time: 300 seconds (adjustable).
8. Remote On/Off: Unit DDC shall have an input allowing the unit to be started/stopped by others.
9. Occupied/Unoccupied Modes:
 - a. Occupied/unoccupied mode shall be controlled through the standalone unit DDC controller. Occupied/unoccupied mode can be initiated by external signal, programmable time schedule (7 days per week) and future BAS protocol.
 - b. Occupied mode:
 - 1) Supply fan ON.
 - 2) Exhaust fan ON.
 - 3) Dampers open and operational, sequence
 - 4) DH and Cooling, to maintain ice arena indoor conditions of 55°F to 60°F temperature and 35°F to 40°F dew point (adjustable).
 - 5) Cooling to maintain non-ice arena indoor condition of 78°F temperature (adjustable).
 - c. Unoccupied Mode – Unit off and dampers closed.
10. Supply discharge low limit: If the supply discharge temperature drops below 40°F (adjustable), the DDC shall de-energize the unit after a preset time delay.
11. Phase monitor: A phase/voltage protection relay shall be provided for each unit. Upon sensing a loss of phase or voltage the unit shall be de-energized.
12. Alarm indication: DDC shall have one digital output for remote indication of an alarm condition (e.g., blower current/differential pressure switch, damper end switches, freeze stat, fire stat, smoke, dirty filters).
13. The DryCool Packaged can provide stand alone control based on space and ambient conditions. It can be programmed to override space conditions requirements for Cooling or dehumidification (DH) based on ambient conditions to prevent swings in space conditions.
14. In stand alone mode, the DryCool Packaged receives a signal to initiate the supply fan (run signal). The microprocessor then determines whether DH or Cooling is needed.
15. In stand alone mode of operation, there is a single set point with a dead band for each of cooling and DH. The first stage of DH initiates when the space dew point is greater than the required dew point range. The microprocessor then waits for a stage delay and checks the dew point. If it is still above range, the second stage initiates. After another stage delay, it again evaluates whether an additional stage is required. If the space is within the desired range, the unit maintains status quo. If the dew point has dropped too low, a stage is shut off. This sequence is used for cooling as well.

16. Dehumidification:
 - a. When space conditions require dehumidification mode, cooling, DH wheel, regeneration and outdoor, return and bypass dampers will stage and sequence to maintain indoor conditions.
 - b. Compressors for pre-cooling and post-cooling are energized in order as required to produce the desired space dew point and temperature as well as unit discharge air temperature set point. The airflow for the condenser coils is provided by condenser fans that cycle on discharge pressure to maintain the required condensing temperature at low ambient temperatures.
 - c. Ambient Overrides - The microprocessor monitors ambient temperature and dew point. If the ambient dew point is above Amb DH override (adjustable), Stage 1 DH will energize. Additional stages of dehumidification can be brought on based on additional increases in ambient humidity (adjustable) to prevent swings in space conditions.
17. Cooling:
 - a. When in cooling-only mode of operation (ambient dew point is low or for non-ice event space cooling), compressors for pre-cooling and post-cooling are sequenced and energized, after stage delays, as required to maintain desired space temperature as well as unit discharge air temperature set point.
 - b. When the DH wheel is not required for dew point control, a DH wheel bypass damper opens to reduce air pressure drop and the supply fan goes to a lower speed to save energy.
 - c. Ambient Overrides - The microprocessor monitors ambient temperature and dew point. If the ambient temperature is above the Ambcool Override (adjustable), the first stage of cooling will energize. Additional stages of cooling can be brought on based on additional increases in ambient temperature (adjustable) to prevent swings in space conditions.
18. Reduced Ventilation Demand CO2 Control:
 - a. **Existing rink exhaust fans and associated motorized dampers shall be interlocked with DHU.** When in the occupied mode, the controller shall measure the CO2 level from CO2 sensors located in the arena. The ambient CO2 level shall be assumed to be 450 ppm. When the CO2 sensor drops below the set point (800 ppm, adjustable), reset the outdoor air quantity to 2,000 cfm (adjustable) and modulating outdoor and return air dampers. **Interlocked exhaust fans and dampers shall be off and closed.** When the CO2 sensor rises above the set point, reset the outdoor air quantity to the scheduled outdoor air quantity, **open the interlocked motorized dampers and turn on the interlocked exhaust fans.**

4.3 SEQUENCE OF OPERATION – DHU-2

- A. Sequence of operation similar to DHU-1 except unit has no pre-cooling or post-cooling function. Input from CO2 sensor shall allow outdoor air to reset to a low occupancy reduced ventilation demand quantity of 750 cfm (adjustable) and index to the scheduled outdoor air quantity if the CO2 set point is exceeded.

END OF SECTION 238416



- KEYNOTES**
- 1 REMOVE EXISTING AC1 AND ALL ASSOCIATED DUCTWORK, HANGERS, PIPING, TERMINALS, RERUNS AND CONTROLS
 - 2 REMOVE EXISTING AC2 AND ALL ASSOCIATED DUCTWORK, HANGERS, PIPING, TERMINALS, RERUNS AND CONTROLS
 - 3 REMOVE EXISTING COOLING COILS FROM ROOF EXHAUST AND AC1 AND AC2 AND ASSOCIATED DUCTWORK, HANGERS AND CONTROLS. PROVIDE ISOLATED GATED CURB CAP AND SEAL WATER TIGHT.
 - 4 REMOVE EXISTING UNIT AND ALL ASSOCIATED DUCTWORK, HANGERS, PIPING, TERMINALS AND CONTROLS
 - 5 REMOVE EXISTING VENT ON ROOF. PROVIDE CAP AND SEAL WATER TIGHT
 - 6 REMOVE EXISTING DUCTWORK AND HANGERS
 - 7 REMOVE SPRING ROOM, SHOWER, EXHAUST, EXISTING EXHAUST FAN TO EXHAUST, INTERLOCK EXHAUST FAN AND ASSOCIATED NOTICED SHOWER VENT ONLY



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Project:
**WILLMAR CIVIC CENTER
HVAC IMPROVEMENTS**

Location:
WILLMAR, MINNESOTA

Certification:
I hereby certify that the plan, specification or report is as prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Signature:
Registration Number:
Date: 05/01/2015

Drawn By: P. DISCHINGER
Checked By: B. LARSON
Project No.: 83109
Date: 05/01/2015
Scale: 1/2" = 1'-0"

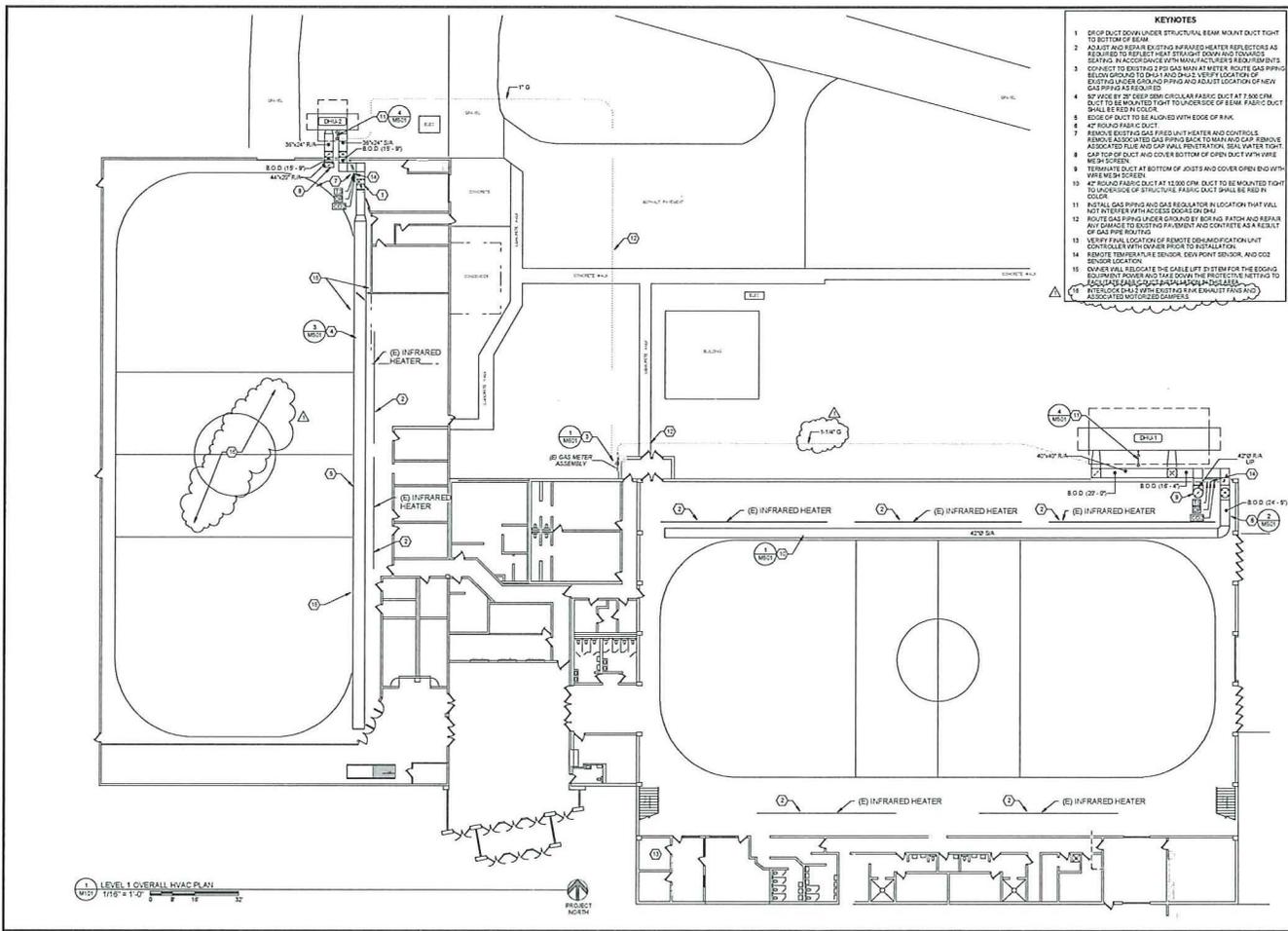
Revisions:

No.	Date	Description
1	07-19-2015	FIELD ORDER NO. 1

CONSTRUCTION DOCUMENTS
Sheet Title:
HVAC DEMOLITION PLAN

Sheet No.:
MD101

THIS SHEET IS FOR REFERENCE ONLY TO SHOW EXISTING HVAC CONDITIONS. CONTRACTOR TO VERIFY EXISTING LAYOUT.



- KEYNOTES**
- 1 DRIP DUCT DOWN UNDER STRUCTURAL BEAM MOUNT DUCT TIGHT TO BOTTOM OF BEAM.
 - 2 ADJUST AND REPAIR EXISTING INFRARED HEATER REFLECTORS AS REQUIRED TO REFLECT HEAT STRAIGHT DOWN AND TOWARDS SEATING IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
 - 3 EQUIVOC TO EXISTING 2\"/>



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Project: **WILLMAR CIVIC CENTER HVAC IMPROVEMENTS**

Location: **WILLMAR, MINNESOTA**

Confirmation: I hereby certify that the plans, specifications or reports are prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

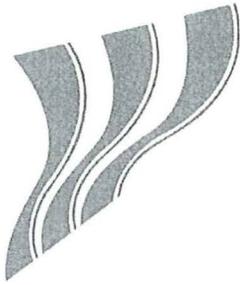
Signature: _____
Registration Number: _____
Date: 05/01/2015

Drawn By: P. DISCHINGER
Checked By: B. LARSON
Project No: 20110
Date: 05/01/2015
Scale: 1/16" = 1'-0"

Revisions		
No.	Date	Description
1	05/15/2015	FIELD CORRECTION 1

CONSTRUCTION DOCUMENTS
Sheet Title: **LEVEL 1 OVERALL HVAC PLAN**

Sheet No: **M101**
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CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 8

Meeting Date: September 29, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: October 5, 2015

- Approved Denied
 Amended Tabled
 Other

Originating Department: Public Works

Agenda Item: Playground Priority 2 Hazard Analysis

Recommended Action: Approve the recommendations for the Priority 2 equipment as prepared by staff.

Background/Summary: The Public Works Department's Certified Playground Safety Inspector Justin DeLeeuw recently performed a detailed inspection of 230 individual pieces of playground equipment in the City's 28 parks. Each piece of equipment has a Priority rating of 1 through 5, with 1 indicating a potential life threatening issue and recommendations to remove immediately and 5 signifying no issues. The Priority 2 equipment has been analyzed with recommendations prepared for the units to either be removed, repaired or remain as is.

Alternatives: N/A

Financial Considerations: N/A

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

Signature: 

Comments:

PLAYGROUND PRIORITY 2 HAZARD ANALYSIS

CITY OF WILLMAR

Inspected by Rob Baumgarn & Justin DeLeeuw

Certified Playground Safety Inspectors

Inspections Occurred Between September 10th and September 15th

Unit: Exerglide Swings

Locations: Cardinal, Hilltop, Miller, Northside, Pleasantview, Rice, Swanson, Vos, Valleyside

Recommendation: These swings are all of similar design. They all have entrapment, crush, and protrusion hazards. The swings should be removed because of these hazards. The frames could be used for another single swing or should be removed completely if other swings are present in the playground.

Unit: Buck A Bout

Location: Southfield Park

Recommendation: The original Priority 2 rating was due to a possible head entrapment hazard. The risk of injury due to entrapment is extremely minimal because of the location of the handles and footrests. This unit should remain until the rubber mechanism in the center fails and at that point should be removed.

Unit: T-Swings

Locations: Miller, Sunrise

Recommendation: Both units can be made compliant by making a few adjustments. The chains and s-hooks at Miller should be replaced along with sand being added. The bolts on the top rail of sunrise should be replaced with shorter bolts in order to eliminate the entanglement hazards.

Unit: Jack N Jill

Location: Welshire

Recommendation: This unit should be removed. There are 8 protrusion hazards throughout the unit and it has already been modified at least once. Also, one of the side arch climber has been removed and access is limited.

Unit: Swing Set

Locations: Northside, Sperry, Robbins Island

Recommendation: All three of these swing sets are of similar design. The frames are all made of angle iron rather than the typical round posts. This creates very distinct edges and greater potential for head and body injury. The Northside unit should be removed as there are 2 other swing sets already in the park. Both the Sperry and Robbins Island units should have sand added and the center swings should be removed. The chains and s-hooks should also be replaced and staff should keep a close watch on injuries due to the angle iron frame.

Unit: Slides

Locations: Miller, Northside, Rice

Recommendation: These slides were all rated as Priority 2 because of the entrapment potential. The slides at Miller and Rice have a minimal risk of entrapment but should be closely monitored by staff in order to ensure safety. The slide at Northside should be removed as the entrapment hazard is greater and there is another slide in the park.

Unit: Play Unit

Locations: Gesch, Northside, Rainbow, Welshire

Recommendation: These units should all be removed. The units at Northside and Welshire are both wooden units similar in age to the units that are being pulled at the other parks. The wooden posts and platforms are beginning to splinter and there is no reasonable fix to them aside from total replacement. The units at Gesch and Rainbow have both been altered in the past and both are still non-compliant. Barriers are needed for all the platforms and both have slides that need to be replaced.



**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: Community Ed & Rec

Agenda Item: Park Equipment Grant Gametime Playground Systems

Recommended Action: Approve staff to write a matching grant for playground systems to be purchased in 2015 and installed in 2016.

Background/Summary: Gametime Playground Systems has a matching grant program that they review every Friday through October. Gametime will match dollar for dollar every dollar spent over \$75,000.00 on the purchase of equipment prior to November 13, 2015. In the 2015 CIP staff had requested \$150,000.00 to be spent on park development priorities. To date staff have expended in the neighborhood of \$60,000.00 of the \$150,000.00 allotment. We are requesting the ability to maximize our purchase of playground equipment in 2015 and install the equipment purchased in the spring of 2016. Staff is hoping to purchase between \$75,000.00-\$90,000.00 worth of equipment through this grant. The WCER Board passed a motion on Friday September 25th in support of this grant application.

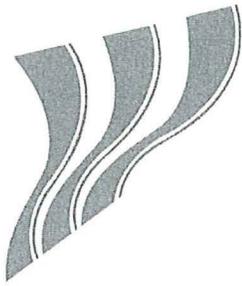
Alternatives: Do not apply for this grant and not receive the matching resources.

Financial Considerations: \$75,000.00-\$90,000.00

Preparer: Steve Brisendine

Signature:

Comments:



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 10

Meeting Date: September 29, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: October 5, 2015

- Approved Denied
 Amended Tabled
 Other

Originating Department: Engineering

Agenda Item: Auditorium Cooling Design Options

Recommended Action: For information only

Background/Summary: It was previously noted the Auditorium was not equipped with a cooling system as historically the building was used less frequently in the summer. The 2014 Master Plan of the building noted cooling as a low priority and listed cooling options in Step 5. The Council decided to complete Step 1 abatement, Step 2 replacing the building air handling unit, and Step 3 to renovate the gun range. The gun range air handling unit does not indicate a space for a cooling coil but the engineer believes it could possibly be installed and there are locations for coils to be installed in the training room and gym units.

Alternatives: N/A

Financial Considerations: Unknown at this time.

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

Signature:

Comments:

Bruce Peterson

From: Robert Scott <rtscott@flaherty-hood.com>
Sent: Tuesday, September 29, 2015 3:41 PM
To: Bruce Peterson
Cc: Kevin Halliday; Chris Hood
Subject: FW: 09983-0016 Kvam, Philip: City of Willmar Condemnation:
Attachments: Settlement Agreement and Release (FINAL-with exhibits) 092915.pdf

Importance: High

Bruce,

Attached is the final settlement agreement, including the termination of easement forms and license agreements attached as exhibits to the agreement. I am assured that we will have copies of the Kvams' signature pages to the settlement agreement in hand tomorrow.

At this point we are simply looking for the PW/PS committee to pass a motion approving the settlement agreement together with the attached termination of easement forms and license agreements as presented such that the city council may act on the committee's recommendation at its meeting on October 5.

The essence of this settlement is a trade whereby the city reacquires easements it needed in order to regain compliance with its grant obligations to the FAA in exchange for licenses which allow similar access to the properties as the easements did and other consideration. The key terms of the settlement are as follows:

1. The City gains the extinguishing of the two easements it granted to the Kvams in the settlement of the City's original condemnation action to acquire a portion of the Kvams' properties for the construction of the airport. These easements, which are permanent real property interests, are what caused the city to be out of compliance with its grant obligations to FAA to retain its "rights and powers" over the property it acquired for the airport's construction. Re-acquiring and extinguishing these easements will be accomplished when the termination of easement forms attached as exhibits 1 and 2 to the settlement agreement are executed by the parties, and will bring the city back into compliance with the FAA.
2. What the City gives up in exchange for the easements is:
 - a. the granting of non-exclusive licenses for auto-renewing terms up to 50 years maximum duration, which are not permanent property interests and thus do not violate the city's FAA grant obligations, and which allow the Kvams the same access to their properties as the problematic easements did but are terminable by the city in the extremely unlikely event that FAA regulations or uniform standards change in the future to prohibit such accesses;
 - b. the agreement to pay a termination fee in the unlikely event that the FAA requires the city to terminate the licenses in the amounts of \$70,000 for the license across Parcel 10-A of the city airport plat and \$40,000 for the license across Parcel 24-A of the plat. These termination fees represent two times the current damages estimated by the city's appraiser prior to the commencement of the condemnation action to re-acquire the easements and are unlikely to ever be triggered;
 - c. a 50% reduction in market rent the city is to receive for leasing parcels 10-A and 9-B to the Kvam trust over a ten year period between 2019 and 2028, with an estimated annual budgetary impact of \$3,220 in each of those 10 years (based on current rates); and
 - d. a one-time \$2,500 payment to be made by the city within 30 days of the Kvams' execution of the easement termination forms as partial reimbursement for the Kvams attorney fees—to be made only if the Kvams promptly execute the easement termination forms.

The total estimated budgetary impact of this settlement to the city based on present values is \$35,720 (\$2,500 this year and \$3,220 annually from 2019-2028). The license termination fees described in 2(b) above would be additional costs but, as mentioned, are extremely unlikely to be realized.

The FAA reviewed drafts of the settlement documents and the attached settlement is consistent with its requirements. My assessment is that the above-described settlement is preferable from the City's perspective to proceeding through condemnation to extinguish the easements and being ordered to pay damages therefore. It also appears to put the Kvams in a better position than they were in before the condemnation action to extinguish the easements was filed. My recommendation is that the Public Works/Public Safety Committee and City Council approve the settlement agreement together with the attached termination of easement forms and license agreements as presented.

Please feel free to provide this email to the committee and city council as context for the settlement documents.

Please let me know if you have any questions.

Thank you.

Robert

Robert T. Scott, Senior Attorney
Flaherty & Hood, P.A.
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St. Paul, MN 55103
Phone (651) 225-8840
Fax (651) 225-9088
www.flaherty-hood.com

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SETTLEMENT AGREEMENT
AND MUTUAL RELEASE

This Agreement is made by and between the Andrew Kvam Trust "B" (the "Trust"), and Philip I. Kvam, a single, individual resident of the State of Minnesota, (Kvam) on the first part (collectively, the "property owners"), and the City of Willmar, Minnesota (the "City") on the second part.

WHEREAS, the Trust owns fee title to approximately 266.38 acres of real property located south of Minnesota State Highway 40 ("Highway 40") and south of the Willmar Municipal Airport in Willmar Township (the "Township"), Kandiyohi County, Minnesota, identified by the Kandiyohi County Assessor as Property No. 33-019-0030 (the "Trust property").

WHEREAS, Kvam owns fee title to approximately 122.24 acres of real property located immediately south of Highway 40, west of the Trust property, and south and east of the Willmar Municipal Airport in the Township, identified by the Kandiyohi County Recorder as Property No. 33-019-0010 (the "Kvam property").

WHEREAS, the City owns a parcel of property approximately 31.93 acres in size located immediately adjacent to the Trust property to the north, and immediately south of Highway 40, which is identified as Parcel 10-A of the Willmar Municipal Airport Right-of-Way Plat No. 1-1 on file with the Kandiyohi County Recorder ("City Parcel 10-A"), and which is a part of the larger airport parcel identified by the Kandiyohi County Assessor as Property No. 95-869-0100, as well as a parcel of property approximately 5.3 acres in size located immediately south of Highway 40 and adjacent to the Kvam property in the northwestern corner thereof, which is identified as Parcel 24-A of the Willmar Municipal Airport Right-of-Way Plat No. 1-1

on file with the Kandiyohi County Recorder (“City Parcel 24-A”), and which is also a part of the larger airport parcel identified by the Kandiyohi County Assessor as Property No. 95-869-0110.

WHEREAS, as part of the original condemnation of the property owners’ properties for the Willmar Municipal Airport, the City and the property owners entered into settlement agreements providing for easements across and leases of certain properties condemned for the airport.

WHEREAS, after entering into the settlement agreements, the City discovered that the agreements, and some terms of the easements and leases provided therein, violate grant-in-aid agreements between the City the Federal Aviation Administration (“FAA”) which provided funding for the airport.

WHEREAS, in order to satisfy its grant obligations to the FAA related to its acquisition of lands necessary to construct the Willmar Municipal Airport prior to 2005, which included City Parcel 10-A from the Trust and City Parcel 24-A from Kvam, and thereby secure past and future Airport Improvement Program (“AIP”) grant funds from the FAA, the City has commenced eminent domain proceedings in Kandiyohi County District Court (the “Court”), Case File No. 34-CV-14-609 (the “eminent domain action”), to acquire and extinguish the permanent easements for ingress and egress across the City Parcel 10-A benefitting the Trust property, and City Parcel 24-A benefitting the Kvam property as previously granted as part of settlement of the prior condemnation – which easements are identified as Interests Nos. 1 and 2, respectively, and legally described in Exhibit B to the City’s Condemnation Petition on file with the Court.

WHEREAS, the Trust, Kvam and the City now desire to finally resolve all issues outstanding in the eminent domain action between them pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the City and the property owners agree to fully and finally resolve all issues related to the eminent domain action pursuant to the following terms and conditions:

I. RELEASES AND DISCHARGES

A. The property owners, and their agents, successors, heirs and assigns release the City, its employees, officials, other agents, successors or assigns from any and all claims, demands, actions, suits and causes of action that were made or which could have been made in the eminent domain action, including any claims for attorneys' fees and/or litigation expenses.

B. The City releases the property owners and their successors, heirs and assigns from any and all claims, demands, actions, suits and causes of action that were made or which could have been made in the eminent domain action.

C. The City, the Trust and Kvam shall execute a Stipulation for Dismissal with prejudice in the eminent domain action.

II. CONSIDERATION

A. The Trust will execute a Termination of Easement form substantially in the form as that attached hereto as Exhibit 1 and provide the City with the original signed copy of the same for recording with the Kandiyohi County Recorder by the City, which shall be responsible for the recording fees.

B. Kvam will execute a Termination of Easement form substantially in the form as that attached hereto as Exhibit 2 and provide the City with the original signed copy of the same for recording with the Kandiyohi County Recorder by the City, which shall be responsible for the recording fees.

C. The City will grant the Trust a license for ingress and egress across the City property to the Trust property pursuant to a license agreement substantially in the form of that attached hereto as Exhibit 3, which both the City and the Trust agree to execute.

D. The City will grant Kvam a license for ingress and egress across the City property to the Trust property substantially in the form of that attached hereto as Exhibit 4, which both the City and the Kvam agree to execute.

E. The City and the Trust agree to an amendment of the Trust's lease of parcels 10-A and 9-B of the Willmar Airport Right-of-Way Plat No. 1-1 from the City for agricultural purposes in order to (1) reduce the amount of rent owing to the City in 2019 through 2028 to 50 percent of market rates (the City shall refund the amount of this rent reduction to its airport fund from its general fund); and (2) define the term "market rates" as used therein to mean the average annual cropland rental rate per acre for Kandiyohi County as published by the University of Minnesota Extension Service, or if the same is not published for any reason, the average annual cropland rental rate per acre for Kandiyohi County as published by the National Agriculture Statistical Services.

F. The City and Kvam agree to an amendment of Kvam's lease of City Parcel 24-A for agricultural purposes, which lease expires on December 31, 2015, in order to grant Kvam the right of re-entry onto the premises following the expiration of said lease for the purpose of removing the two Butler pre-engineered steel buildings on the premises and the contents thereof at Kvam's expense and as necessary to transition Kvam's agricultural operations to a 5.3 acre replacement parcel at the City's former airport previously conveyed to Kvam by the City. Kvam agrees that Kvam shall fully vacate the premises of City Parcel 24-A, including removal of the two Butler pre-engineered steel buildings and the contents thereof at Kvam's expense, by the

later of (1) December 31, 2016 or (2) one year following FAA's release of said 5.3 acre replacement parcel.

G. The City shall pay the property owners \$2,500 in partial reimbursement of the property owners' attorney fees incurred in negotiating this Agreement on the condition that the property owners execute the appropriate Termination of Easement forms attached hereto as Exhibits 1 and 2 and return their original signature pages thereto to the City within one week after receiving notice of the City's final approval and execution of this Agreement. The City shall make this payment by mailing a check payable to Rinke Noonan, at Suite 300, US Bank Plaza, P.O. Box 1497, St. Cloud, MN 56302, within thirty days of the latest date of execution of the Termination of Easement forms attached hereto as Exhibits 1 and 2.

III. GENERAL TERMS

A. The property owners and the City agree that this Agreement, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing by any person or entity, or of the truth of any of the claims or allegations contained in the eminent domain action, and evidence thereof shall not be used directly or indirectly, in any way, whether in the eminent domain action or in any other action, proceeding or lawsuit, except in an action to enforce any obligation or right under this Agreement.

B. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et. seq.*

C. The parties consent to the jurisdiction of the Courts of the State of Minnesota for any suit arising out of or relating to the performance of this Agreement. This Agreement shall be governed by and interpreted according to the substantive laws of the State of Minnesota.

D. This Agreement constitutes the entire agreement between the parties pertaining to the settlement of all issues related to the eminent domain action, and supersedes any earlier drafts or communication between the parties. This Agreement may not be modified or amended except in writing executed by the parties.

E. This Agreement shall be binding upon, and inure to the benefit of the agents, successors, heirs, assigns, employees, and officials of the property owners and the City.

F. The parties warrant that the persons signing this Agreement are authorized signatories for the persons or entities represented, and indemnify and hold each other harmless against any assertion of lack of such authority.

G. No party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

H. This Agreement may be executed in counterparts with each countersigned copy of the Agreement having the full force and effect of an original Agreement.

[Signature pages to follow.]

ANDREW KVAM TRUST "B"

Dated: _____

By: _____
James A. Myhra, Sr., V.P. US Bank as Trustee for the
Andrew Kvam Trust B

Date: _____

Philip I. Kvam

CITY OF WILLMAR, MINNESOTA

Dated: _____

By: _____
Marvin Calvin, Its Mayor

ATTEST:

By: _____
Kevin Halliday, Its Interim City Administrator

TERMINATION OF EASEMENT

WHEREAS, on September 11, 2007, the City of Willmar, a municipal corporation under the laws of the State of Minnesota, executed a permanent easement for ingress and egress across certain land in Kandiyohi County, Minnesota, to the Andrew Kvam Trust "B" as Grantee, which easement was recorded in the public records of Kandiyohi County as Document No. 571692 on May 12, 2009, reference to said easement and the record thereof is hereby made for a more complete description of said easement and the terms thereof; and

WHEREAS, for good and valuable consideration, the Andrew Kvam Trust "B", Grantee, by joining in the execution of this document, consents to the termination of said easement over and across the following lands as shown on the plat attached hereto as Exhibit A.

NOW THEREFORE, the City of Willmar and the Andrew Kvam Trust "B" agree to terminate the said easement, effective immediately.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date indicated below.

CITY OF WILLMAR

ANDREW KVAM TRUST "B"

By: _____
Marvin Calvin, Mayor

By: _____
James A. Myhra, Sr., V.P. US Bank
as Trustee for the Andrew Kvam Trust B

By: _____
Kevin Halliday, Interim City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, by Marvin Calvin and Kevin Halliday, respectively the Mayor and Interim City Administrator of the City of Willmar, a municipal corporation of the State of Minnesota, on behalf of the municipal corporation.

Subscribed and sworn to before me
this ____ day of _____, _____.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, by James Myhra, Sr., V.P. US Bank as Trustee for the Andrew Kvam Trust B.

Subscribed and sworn to before me
this ____ day of _____, _____.

Notary Public

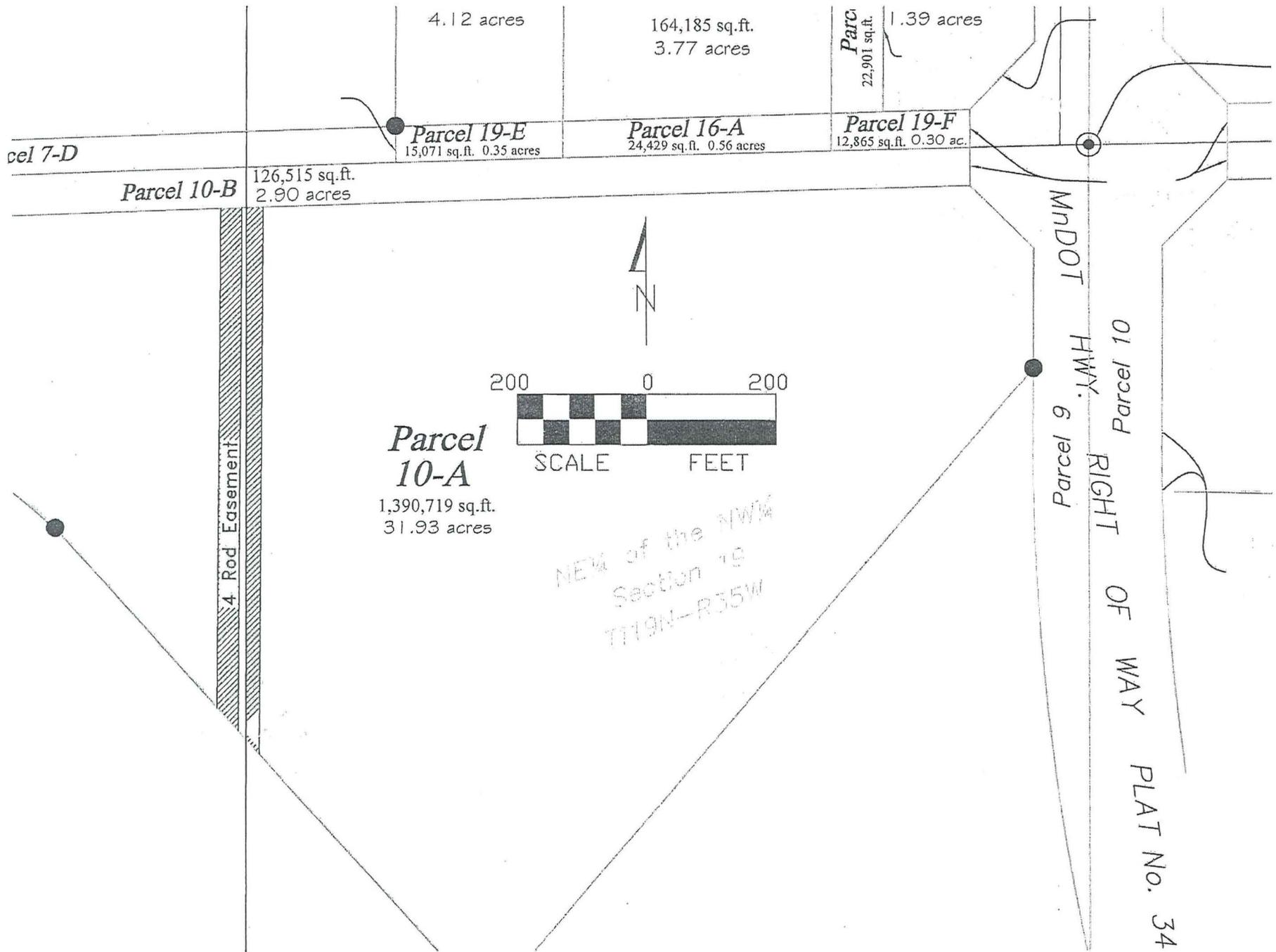


EXHIBIT A: Depiction of Terminated Easement

TERMINATION OF EASEMENT

WHEREAS, on December 20, 2005, the City of Willmar, a municipal corporation under the laws of the State of Minnesota, executed a permanent easement for ingress and egress across certain land in Kandiyohi County, Minnesota, to Philip I. Kvam as Grantee, which easement was recorded in the public records of Kandiyohi County as Document No. 545530 on October 13, 2006, reference to said easement and the record thereof is hereby made for a more complete description of said easement and the terms thereof; and

WHEREAS, for good and valuable consideration, Philip I. Kvam, Grantee, by joining in the execution of this document, consents to the termination of said easement over and across the following lands as shown on the plat attached hereto as Exhibit A.

NOW THEREFORE, the City of Willmar and Philip I. Kvam agree to terminate the said easement, effective immediately.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date indicated below.

CITY OF WILLMAR

By: _____
Marvin Calvin, Mayor

Philip I. Kvam

By: _____
Kevin Halliday, Interim City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, by Marvin Calvin and Kevin Halliday, respectively the Mayor and Interim City Administrator of the City of Willmar, a municipal corporation of the State of Minnesota, on behalf of the municipal corporation.

Subscribed and sworn to before me
this ____ day of _____, _____.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, by Philip I. Kvam _____, in his individual capacity.

Subscribed and sworn to before me
this ____ day of _____, _____.

Notary Public

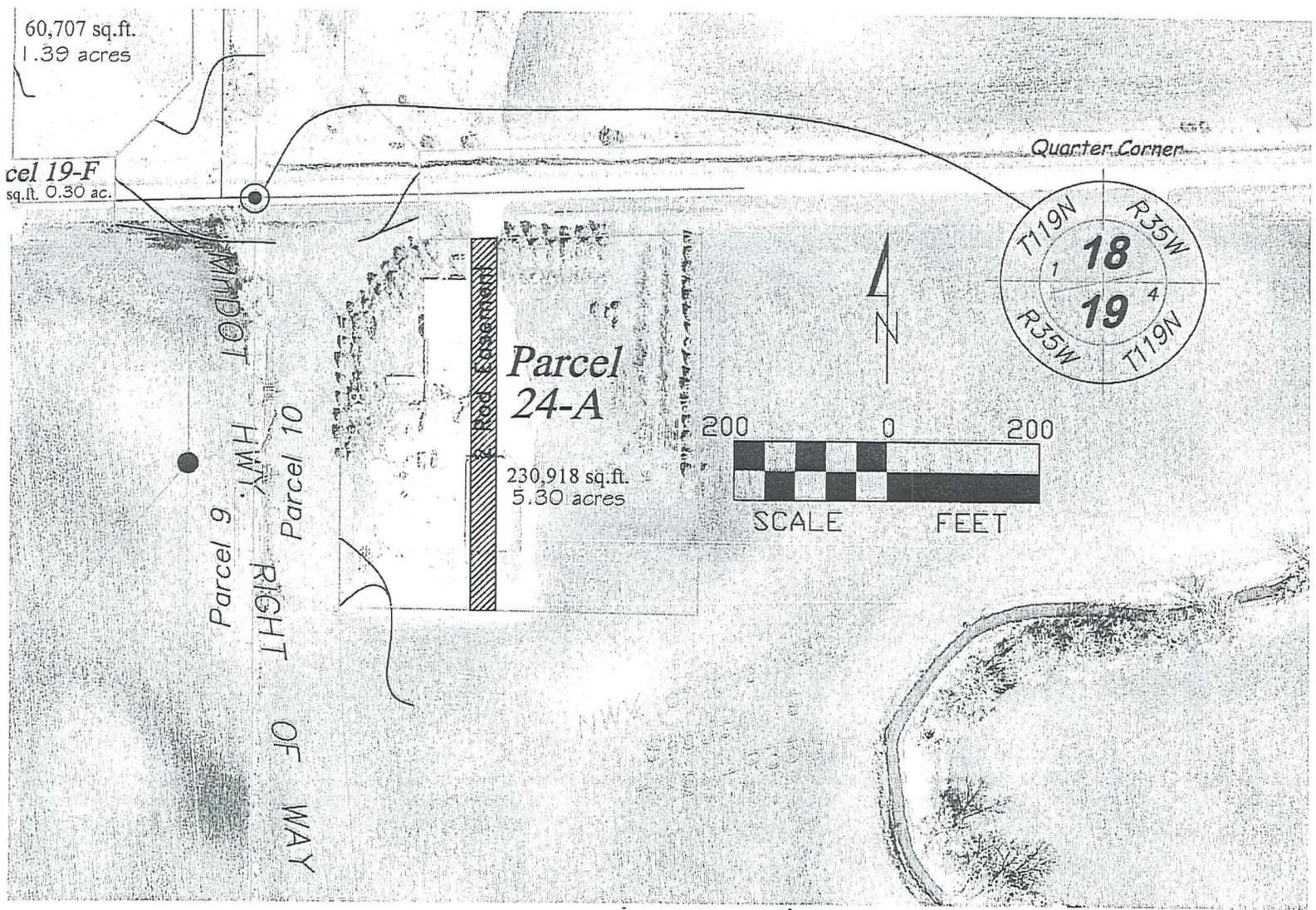


EXHIBIT A: Depiction of Terminated Easement

LICENSE AGREEMENT

This License Agreement (“License” or “Agreement”) is entered into on this ___ day of _____, 2015, by and between the City of Willmar, a municipal corporation under the laws of the State of Minnesota (“City”), and the Andrew Kvam Trust “B” (“Licensee”).

WHEREAS, the City owns and operates the Willmar Municipal Airport, and Licensee owns fee title to approximately 266.38 acres of real property located in close proximity to the Airport south of Minnesota State Highway 40 in Willmar Township (the “Township”), Kandiyohi County, Minnesota, identified by the Kandiyohi County Assessor as Property No. 33-019-0030 (the “Trust property”), and,

WHEREAS, the Federal Aviation Administration’s (“FAA”) standard grant assurances, which the City is subject to, require that airport owners own and control land in close proximity to airport runways in order to protect the flight paths of aircraft using such airports, and,

WHEREAS, at the time of the City’s construction of the Willmar Municipal Airport, the FAA required that the City acquire fee title to certain real property in close proximity to the airport runways owned by Licensee, now identified as Parcel 10-A of the Willmar Municipal Airport Right-of-Way Plat No. 1-1 on file with the Kandiyohi County Recorder (“City Parcel 10-A”), and which is a part of the larger airport parcel identified by the Kandiyohi County Assessor as Property No. 95-869-0100, and the City initiated an eminent domain action to acquire title thereto from Licensee, and,

WHEREAS, the City and Licensee entered into a mediated settlement agreement dated December 16, 2003, pursuant to which the City acquired City Parcel 10-A from Licensee and agreed to lease said property back to Licensee on favorable terms for agricultural purposes, and,

WHEREAS, the City further agreed in the December 16, 2003 settlement agreement to grant a permanent easement for ingress and egress benefitting the Trust property and burdening City Parcel 10-A (the “easement”), defined as follows:

A permanent easement for ingress and egress on and over a four rod strip of Parcel 10-A of Willmar Municipal Airport Right of Way Plat No. 1-1, the centerline of such four rod strip commencing at a point on the Southerly right of way line of Minnesota TH #40, which point is 1169 feet East of the West section line of Section 19, Township 119, Range 35; thence South and parallel to said West section line a distance of 800 feet, more or less, to a point on the Southwesterly line of Parcel 10-A of said Right of Way Plat No. 1-1 and there terminating

and,

WHEREAS, the FAA considers the City’s grant of the easement to Licensee described above to be a violation of the City’s responsibility to own and control the real property such that

the easement's continued existence jeopardizes the City's ability to receive state and/or federal funding to support its operation of the Willmar Municipal Airport, and

WHEREAS, Licensee has, on even date herewith, for valuable consideration, executed a Termination of Easement form terminating the easement, and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the Termination of Easement form executed by Licensee on even date herewith, the parties agree as follows:

1. LICENSE. The City shall grant to Licensee a nonexclusive license that may only be terminated as set forth in this agreement to use that portion of City Parcel 10-A that was burdened by the former easement as depicted on the attached Exhibit A (the "licensed premises") for ingress and egress, and to make minimal improvements to the licensed premises necessary to facilitate such ingress and egress, subject to the following conditions:
 - a. Licensee's access to and use of the licensed premises shall be limited to the time period of March 15 to October 31 annually.
 - b. Licensee shall take all necessary precautions to protect and preserve the City's improvements within the licensed premises, if any, during any activities within or use of the licensed premises as contemplated in this License.
 - c. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions in the licensed premises.
 - d. Licensee shall make no improvements to the licensed premises nor make any excavations to or cause any disturbance to the licensed premises except as approved in advance by the City and as reasonably necessary to facilitate Licensee's use of the licensed premises for ingress and egress.
 - e. Notwithstanding item d. above, Licensee may, at Licensee's option, eliminate the approach from State Highway 40 giving access to the licensed premises in order to establish alternative access from State Highway 40 that does not cross or use any portion of City Parcel 10-A.
 - f. Licensee shall limit access to the licensed premises to Licensee and Licensee's agents and employees.
 - g. Licensee shall fully comply with all applicable federal, state and local laws, regulations and ordinances.

Licensee, by accepting this License agrees for itself, its successors and assigns, that it will not make use of the licensed premises in any manner which might interfere with the landing and taking off of aircraft from the Willmar Municipal Airport or otherwise

constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the licensed premises and cause the abatement of such interference at the expense of the Licensee.

2. **TERM AND TERMINATION.** This License shall be for an initial term of 20 years commencing on the date of the last signature to this Agreement. Upon the expiration of the initial 20 year term, and of each subsequent renewal term thereafter so long as the Willmar Municipal Airport is in operation and subject to FAA regulation at its current location, the City shall assess this License in light of then-current aeronautical need for the Willmar Municipal Airport, as determined by applicable regulations or uniform standards contained in published advisory circulars, equivalent publications or generally applicable grant assurances, and shall consult with the FAA regarding the same. At such time(s), if it is determined by the FAA that the existence of this License shall cause the City to be out of compliance with any such regulation or uniform standard, then this License shall terminate upon written notice from the City to Licensee of its intention not to renew this License no later than 90 days in advance of the expiration of the term, otherwise this Agreement shall automatically renew for an additional term of five years, up to a maximum of six such five year renewal terms. Upon expiration of the sixth and final five year renewal term, this License shall terminate. Nothing herein shall limit the parties' rights to enter into a new license agreement upon the expiration of the sixth and final five year renewal term.

This License may also be terminated at any time by the City upon 90 days' written notice to Licensee or its successor in interest (as their interests and addresses may appear on the tax rolls of the County in which the Property is located), either personally or by certified mail, if during the initial term or any renewal term of this Agreement the FAA notifies the City of any change in any applicable regulations or uniform standards contained in published advisory circulars, equivalent publications or generally applicable grant assurances that would cause the City to be out of compliance with any such regulation or uniform standard because of the existence of this License.

This License may also be terminated at any time by Licensee by written notice to the City. Such notice shall be given at least 90 days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Administrator at the City's main offices (333 6th Street Southwest, Willmar MN 56201).

Following the effective date of any termination, expiration or nonrenewal of this License under this Section, the City may, at its cost, restore the licensed premises to its preexisting condition.

3. **TERMINATION FEE.** Upon termination or nonrenewal of this License by action of the City, the City shall pay the sum of \$70,000.00 to Licensee as a liquidated termination fee, such fee to be payable out of the City's general fund, and specifically not out of its airport operations fund. No termination fee shall be owing to Licensee upon Licensee's termination of this License, or upon the City's termination of this License resulting from

Licensees' violation of its obligations under this agreement pursuant to Sections 5(b) herein.

4. **CONDITION OF PREMISES NOT WARRANTED.** The City does not warrant that the licensed premises is suitable for the purposes for which it is permitted to be used under this License. The City shall have no responsibility with regard to any failure of or damage to Licensee's equipment or other facilities within the licensed premises. Licensee understands and acknowledges that this Agreement grants it only a non-exclusive terminable license to use the licensed premises, and does not confer any permanent property rights with respect to the licensed premises upon Licensee. Licensee further knows, understands and acknowledges the risks and hazards associated with using the licensed premises for the purposes permitted herein and hereby assumes any and all risks and hazards associated therewith. Licensee hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all such claims of liability related in any way to the licensed premises, or the City's maintenance, repair or other work conducted within the licensed premises.
5. **INSPECTION.** This License is non-exclusive and Licensee understands that the City and its authorized agents or representatives, and all others authorized by law, may access the licensed premises for any purpose not inconsistent with this License at all times during the term of this License.
 - a. The City may order the immediate cessation of any use or activity that exceeds the scope of this license or otherwise poses a serious threat to the life, health, safety or welfare of the public.
 - b. The City may order Licensee to correct any conditions caused by Licensee in violation of this License and to comply with this License or other applicable standards, conditions or laws. Any such order by the City authorized by this Paragraph shall state the violation(s), the terms of correcting the violation(s) and that failure to correct the violation(s) within the stated time limits, which shall be not less than 30 days, shall be cause for revocation of this License. If the violation is not corrected within the stated time limits, the City may revoke this License pursuant to the notice requirements of Paragraph 2 above.
6. **INDEMNIFICATION.** Licensee shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee's use of the licensed premises. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the

right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligent actions or omissions of the City. All indemnification obligations shall survive termination, expiration or cancellation of this License.

7. INSURANCE. Licensee shall, at their expense, maintain in effect liability insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04; the City of Willmar and the Willmar Municipal Airport shall be each be an additional insured on such policy. Licensee shall provide certificates of insurance of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied to the City, and agree to keep such certificates current at all times.
8. GENERAL TERMS.
 - a. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
 - b. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
 - c. ASSIGNMENT. Licensee may not assign its interest in this Agreement without the written consent of the City, which not be unreasonably withheld. Any refusal by the City to consent to such a proposed assignment must be based on (1) the failure of proposed transferee to provide assurances satisfactory to the City that the nature of the use of the licensed premises will not materially change; (2) failure of proposed transferee to demonstrate a history of compliance with applicable laws and city policies; or (3) evidence that the proposed transferee is irresponsible or of poor moral character or repute.
 - d. SUBORDINATION. Subject to the requirements of Section 3 above, this License shall be subordinate to the provisions of and requirements of any existing or future agreement between the City and the United States, relative to the development, operation, or maintenance of the airport. (FAA Order 5190.6B)
 - e. 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 Licensee.

- f. RECORDS—AVAILABILITY AND RETENTION. Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Licensee and involve transactions relating to this Agreement. Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- g. COMPLIANCE WITH LAWS. Licensee 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, improvements, programs and staff for which Licensee is responsible.
- h. GOVERNING LAW. This Agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- i. DATA PRACTICES. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- j. NO WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- k. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- l. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- m. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

n. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

o. RECORDING. This Agreement shall not be recorded by either party.

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

CITY OF WILLMAR

ANDREW KVAM TRUST "B"

By: _____
Marvin Calvin, Mayor

By: _____
James A. Myhra, Sr., V.P. US Bank
as Trustee for the Andrew Kvam Trust B

By: _____
Kevin Halliday, Interim City Administrator

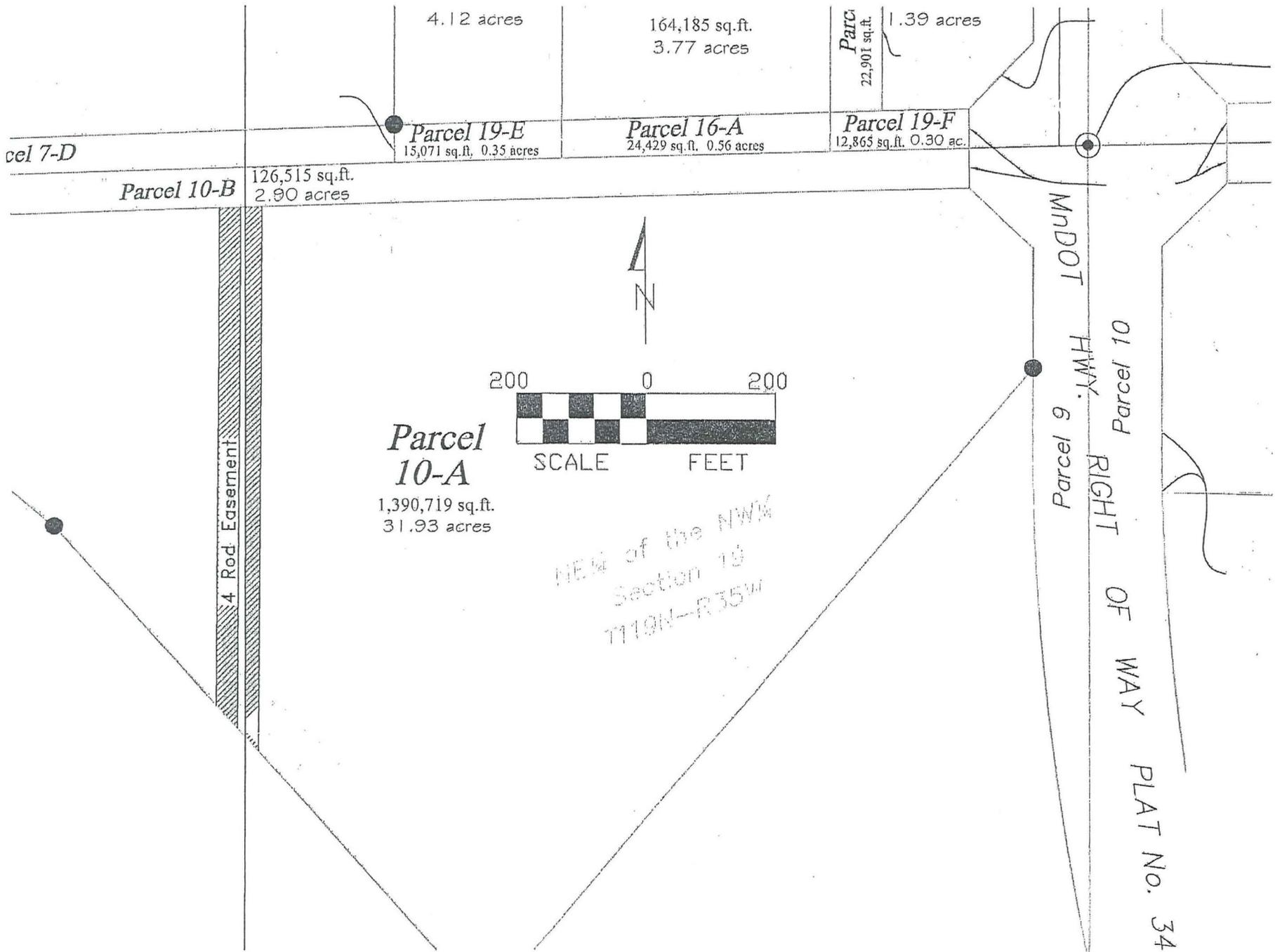


EXHIBIT A: Depiction of Licensed Premises (labeled "4 Rod Easement")

LICENSE AGREEMENT

This License Agreement (“License” or “Agreement”) is entered into on this ___ day of _____, 2015, by and between the City of Willmar, a municipal corporation under the laws of the State of Minnesota (“City”), and Philip I. Kvam, a single, individual resident of Kandiyohi County, Minnesota (“Licensee”).

WHEREAS, the City owns and operates the Willmar Municipal Airport, and Licensee owns fee title to approximately 122.24 acres of real property located in close proximity to the Airport immediately south of Minnesota State Highway 40 in Willmar Township, Kandiyohi County, Minnesota, identified by the Kandiyohi County Assessor as Property No. 33-019-0010 (the “Kvam property”), and,

WHEREAS, the Federal Aviation Administration’s (“FAA”) standard grant assurances, which the City is subject to, require that airport owners own and control land in close proximity to airport runways in order to protect the flight paths of aircraft using such airports, and,

WHEREAS, at the time of the City’s construction of the Willmar Municipal Airport, the FAA required that the City acquire title to certain real property in close proximity to the airport runways owned by Licensee, now identified as Parcel 24-A of the Willmar Municipal Airport Right-of-Way Plat No. 1-1 on file with the Kandiyohi County Recorder, and which is identified by the Kandiyohi County Assessor as Property No. 95-869-0110 (“City Parcel 24-A”), and the City initiated an eminent domain action to acquire title thereto from Licensee, and,

WHEREAS, the City and Licensee entered into a mediated settlement agreement dated November 25, 2003, pursuant to which the City acquired City Parcel 24-A from Licensee and agreed to convey a replacement parcel of property to Licensee, and,

WHEREAS, the City further agreed in the December 16, 2003 settlement agreement to grant a permanent easement for ingress and egress benefitting the Kvam property and burdening City Parcel 24-A (the “easement”), defined as follows:

A permanent easement for ingress and egress on and over a two rod strip of Parcel 24-A of Willmar Municipal Airport Right of Way Plat No. 1-1, the West line of said two rod strip of land shall be the West line of the existing approach to said Parcel 24-A, as extended due South to the South line of said Parcel 24-A and the East line shall be a line parallel to and two rods east of the West line of the two rod strip and said East line shall also extend to the South line of said Parcel 24-A

and,

WHEREAS, the FAA has indicated that it considers the City’s grant of the easement to Licensee described above to be a violation of the City’s responsibility to own and control the real

property such that the easement's continued existence jeopardizes the City's ability to receive state and/or federal funding to support its operation of the Willmar Municipal Airport, and

WHEREAS, Licensee has, on even date herewith, for valuable consideration, executed a Termination of Easement form terminating the easement, and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the Termination of Easement form executed by Licensee on even date herewith, the parties agree as follows:

1. LICENSE. The City shall grant to Licensee a nonexclusive license that may only be terminated as set forth in this agreement to use that portion of City Parcel 24-A that was burdened by the easement as depicted on the attached Exhibit A (the "licensed premises") for ingress and egress, and to make minimal improvements to the licensed premises as may be necessary to facilitate such ingress and egress, subject to the following conditions:
 - a. Licensee's access to and use of the licensed premises shall be limited to the time period of March 15 to October 31 annually.
 - b. Licensee shall take all necessary precautions to protect and preserve the City's improvements within the licensed premises, if any, during any activities within or use of the licensed premises as contemplated in this License.
 - c. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions in the licensed premises.
 - d. Licensee shall make no improvements to the licensed premises nor make any excavations to or cause any disturbance to the licensed premises except as approved in advance by the City and as reasonably necessary to facilitate Licensee's use of the licensed premises for ingress and egress.
 - e. Notwithstanding item d. above, Licensee may, at Licensee's option, eliminate the approach from State Highway 40 giving access to the licensed premises in order to establish alternative access from State Highway 40 that does not cross or use any portion of City Parcel 24-A.
 - f. Licensee shall limit access to the licensed premises to Licensee and Licensee's agents and employees.
 - g. Licensee shall fully comply with all applicable federal, state and local laws, regulations and ordinances.

Licensee, by accepting this License agree for himself, his successors and assigns, that he will not make use of the licensed premises in any manner which might interfere with the landing and taking off of aircraft from the Willmar Municipal Airport or otherwise

constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the licensed premises and cause the abatement of such interference at the expense of the Licensee.

2. **TERM AND TERMINATION.** This License shall be for an initial term of 20 years commencing on the date of the last signature to this Agreement. Upon the expiration of the initial 20 year term, and of each subsequent renewal term thereafter so long as the Willmar Municipal Airport is in operation and subject to FAA regulation at its current location, the City shall assess this License in light of then-current aeronautical need for the Willmar Municipal Airport, as determined by applicable regulations or uniform standards contained in published advisory circulars, equivalent publications or generally applicable grant assurances, and shall consult with the FAA regarding the same. At such time(s), if it is determined by the FAA that the existence of this License shall cause the City to be out of compliance with any such regulation or uniform standard, then this License shall terminate upon written notice from the City to Licensee of its intention not to renew this License no later than 90 days in advance of the expiration of the term, otherwise this Agreement shall automatically renew for an additional term of five years, up to a maximum of six such five year renewal terms. Upon expiration of the sixth and final five year renewal term, this License shall terminate. Nothing herein shall limit the parties' rights to enter into a new license agreement upon the expiration of the sixth and final five year renewal term.

This License may also be terminated at any time by the City upon 90 days' written notice to Licensee or its successor in interest (as their interests and addresses may appear on the tax rolls of the County in which the Property is located), either personally or by certified mail, if during the initial term or any renewal term of this Agreement the FAA notifies the City of any change in any applicable regulations or uniform standards contained in published advisory circulars, equivalent publications or generally applicable grant assurances that would cause the City to be out of compliance with any such regulation or uniform standard because of the existence of this License.

This License may also be terminated at any time by Licensee by written notice to the City. Such notice shall be given at least 90 days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Administrator at the City's main offices (333 6th Street Southwest, Willmar MN 56201).

Following the effective date of any nonrenewal, expiration or termination of this License under this Section, the City may, at its cost, restore the licensed premises to its preexisting condition.

3. **TERMINATION FEE.** Upon termination or nonrenewal of this License by action of the City, the City shall pay the sum of \$40,000.00 to Licensee as a liquidated termination fee, such fee to be payable out of the City's general fund, and specifically not out of its airport operations fund. No termination fee shall be owing to Licensee upon Licensee's termination or nonrenewal of this License, or upon the City's termination of this License

resulting from Licensee's violation of its obligations under this agreement pursuant to Sections 5(b) herein.

4. **CONDITION OF PREMISES NOT WARRANTED.** The City does not warrant that the licensed premises is suitable for the purposes for which it is permitted to be used under this License. The City shall have no responsibility with regard to any failure of or damage to Licensee's equipment or other facilities within the licensed premises. Licensee understands and acknowledges that this Agreement grants him only a non-exclusive terminable license to use the licensed premises, and does not confer any permanent property rights with respect to the licensed premises upon Licensee. Licensee further knows, understands and acknowledges the risks and hazards associated with using the licensed premises for the purposes permitted herein and hereby assumes any and all risks and hazards associated therewith. Licensee hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all such claims of liability related in any way to the licensed premises, or the City's maintenance, repair or other work conducted within the licensed premises.
5. **INSPECTION.** This License is non-exclusive and Licensee understands that the City and its authorized agents or representatives, and all others authorized by law, may access the licensed premises for any purpose not inconsistent with this License at all times during the term of this License.
 - a. The City may order the immediate cessation of any use or activity that exceeds the scope of this License or otherwise poses a serious threat to the life, health, safety or welfare of the public.
 - b. The City may order Licensee to correct any conditions caused by Licensee in violation of this License and to comply with this License or other applicable standards, conditions or laws. Any such order by the City authorized by this Paragraph shall state the violation(s), the terms of correcting the violation(s) and that failure to correct the violation(s) within the stated time limits, which shall be not less than 30 days, shall be cause for revocation of this License. If the violation is not corrected within the stated time limits, the City may revoke this License pursuant to the notice requirements of Paragraph 2 above.
6. **INDEMNIFICATION.** Licensee shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or his agents, employees, contractors, with respect to Licensee's use of the licensed premises. Licensee shall defend the City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the

right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligent actions or omissions of the City. All indemnification obligations shall survive termination, expiration or cancellation of this License.

7. **INSURANCE.** Licensee shall, at his expense, maintain in effect liability insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04; the City of Willmar and the Willmar Municipal Airport shall be each be an additional insured on such policy. Licensee shall provide certificates of insurance of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied to the City, and agree to keep such certificates current at all times.
8. **GENERAL TERMS.**
 - a. **VOLUNTARY AND KNOWING ACTION.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
 - b. **AUTHORIZED SIGNATORIES.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
 - c. **ASSIGNMENT.** Licensee may not assign his interest in this Agreement without the written consent of the City, which not be unreasonably withheld. Any refusal by the City to consent to such a proposed assignment must be based on (1) the failure of proposed transferee to provide assurances satisfactory to the City that the nature of the use of the licensed premises will not materially change; (2) failure of proposed transferee to demonstrate a history of compliance with applicable laws and city policies; or (3) evidence that the proposed transferee is irresponsible or of poor moral character or repute.
 - d. **SUBORDINATION.** Subject to the requirements of Section 3 above, this License shall be subordinate to the provisions of and requirements of any existing or future agreement between the City and the United States, relative to the development, operation, or maintenance of the airport. (FAA Order 5190.6B)
 - e. **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 Licensee.

- f. RECORDS—AVAILABILITY AND RETENTION. Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Licensee and involve transactions relating to this Agreement. Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- g. COMPLIANCE WITH LAWS. Licensee 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, improvements, programs and staff for which Licensee is responsible.
- h. GOVERNING LAW. This Agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- i. DATA PRACTICES. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- j. NO WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
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- o. RECORDING. This Agreement shall not be recorded by either party.

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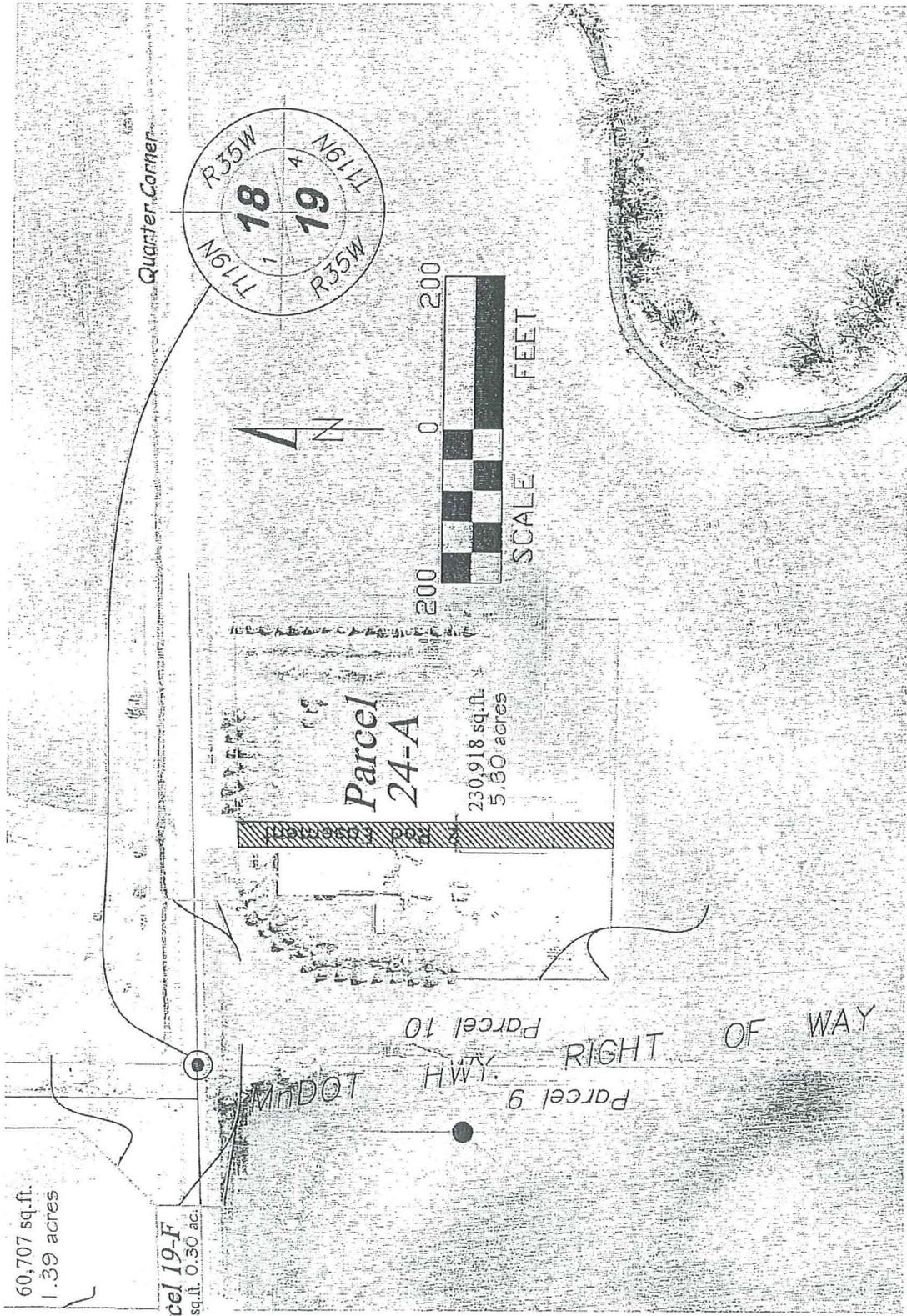
CITY OF WILLMAR

By: _____
Marvin Calvin, Mayor

Philip I. Kvam

By: _____
Kevin Halliday, Interim City Administrator

EXHIBIT A: Depiction of Licensed Premises (labeled "2 Rod Easement")

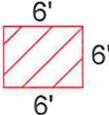


CITY OF WILLMAR

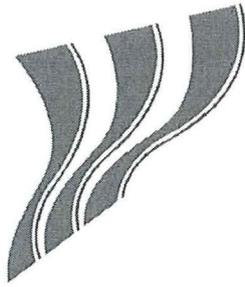


Kandiyohi County

City of Willmar
 P.O. Box 755
 Willmar, MN 56201
 NE S-15 T-119 R-35



2015-038
 Exhibit 1
 Not to Scale



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

Agenda Item Number: 11

Meeting Date:

Attachments: Yes No

CITY COUNCIL ACTION

Date: October 5, 2015

Approved Denied
 Amended Tabled
 Other

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of Adoption of Resolution Appointing Election Judges for the Ward 4 Special Election

Recommended Action: Motion to Adopt Resolution

Background/Summary:

The Ward 4 Special Election is scheduled for Tuesday, November 10, 2015. In accordance to Minnesota Statutes 204B.21, Subdivision 2, and Minnesota Statutes 204B.16, Subdivision 1, it is necessary at this time to pass a resolution appointing election judges.

Alternatives: N/A

Financial Considerations: \$3,700 in Salaries Temporary Employment

Preparer: City Clerk-Treasurer

Signature:

Comments:

RESOLUTION NO. _____

BE IT RESOLVED, that the individuals listed below be appointed as Judges to work at the Ward 4 Special Election in the City of Willmar on Tuesday, November 10, 2015:

WARD FOUR	Precinct One:	David Rogers, Co-Head Judge Dan Reigstad, Co-Head Judge Sandra George Joan Gleasman Kent Skoglund
	Precinct Two:	Dennis Krueger, Co-Head Judge Ardell Engwall, Co-Head Judge Sally McAdams Carl Shuldes Mary Konieczny
	Precinct Three:	Suzanne Rogers, Co-Head Judge Connie Heath, Co-Head Judge Janice Krueger Duane Bock Mary Bock Janice Crackel
Absentee Judges:		Marv Kray Ardell Engwall
Absentee Ballot Board		Marv Kray Jan Lindblad Dennis Stienessen

Dated this 5th day of October, 2015.

MAYOR

Attest: CITY CLERK-TREASURER