

WILLMAR

City Administrator

City Office Building  
333 SW 6<sup>th</sup> Street  
Willmar, MN 56201  
Main Number 320-214-5160  
Fax Number 320-235-4917

### COUNCIL ACTION REQUEST

**DATE:** April 21, 2016

**SUBJECT:** WRAC Budget/Reserve Fund

**RECOMMENDATION:** It is respectfully requested the City Council consider the following recommendation:

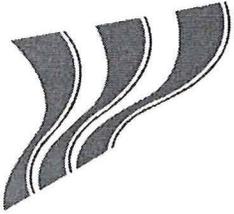
Approve a recommendation to separate the WRAC budget from the Information Systems Budget and reestablish the WRAC Special Revenue Fund.

**BACKGROUND:** The current WRAC budget was incorporated with the Information Systems budget in 2013 when the two departments were combined. At the December 2015 Cable Advisory Committee Meeting it was recommended that the budgets be separated again due to the difficulty of tracking and approving a recommended budget for the WRAC Department. With the renewal of the cable franchise this year a needs assessment was performed by CBG Communications. With the study there have been equipment and infrastructure upgrade recommendations that were suggested for the years 2017 through 2019. At this time funding is a concern due to the removal of the WRAC reserve fund. There have been suggestions to implement a PEG fee to local cable subscribers. The PEG fee is an option under the current cable franchise which consists of charging cable subscribers an additional one dollar per month and the funds can only be used towards purchases for the local access stations and studio. It was reviewed by staff that the current franchise fees which the city receives would be adequate to fund the WRAC operating budget and the proposed equipment and infrastructure upgrades. The excess funds from the franchise fees could then be placed into a reserve account for WRAC projects or distributed as needed. Separating the budgets would then alleviate the need to implement the PEG fee for cable subscribers. The proposed change would start with the 2017 budget and the Cable Coordinator would be the responsible party for setting the WRAC budget.

**FINANCIAL CONSIDERATION:** The proposed account separation would not impact the franchise funds that it currently receives. Approving the WRAC Special Revenue Fund will impact the funding that available for the general budget. The council could elect the option to implement the PEG fee which would result in a twelve dollar per year increase for cable subscribers with in the city.

**LEGAL:** None

**Department/Responsible Party:** Ross Smeby, IT Coordinator



WILLMAR

City Finance Department

City Office Building  
333 SW 6<sup>th</sup> Street  
Willmar, MN 56201  
Main Number 320-235-4984  
Fax Number 320-235-4917

**COUNCIL ACTION REQUEST**

**DATE:** May 23, 2016

**SUBJECT:** Civic Center Budget Amendment

**RECOMMENDATION:** It is respectfully requested the City Council consider the following recommendation:

Approve a Resolution to increase the General Fund/Civic Center Budget by \$20,000.

**BACKGROUND:** Previous action by the City Council to approve an agreement for Junior Hockey has resulted in an estimated increase for the Civic Center costs as well as an increase in rental income of \$20,000. The term of the lease begins June 1, 2016, for one year in the amount of \$40,000 with 6 months allocated to the 2016 Budget and 6 months allocated to the 2017 Budget.

**FINANCIAL CONSIDERATION:** Increase the General Fund/Civic Center Budget by \$20,000.

**LEGAL:** City Charter/Article 5.

**Department/Responsible Party:** Steve Okins, Finance Director

RESOLUTION NO. \_\_\_\_\_  
 Budget Amendment  
 Fund/Dept      General-Civic Center  
 ESTIMATED TOTAL COST \$ 20,000 additional  
 \*Budget Amounts are Essential

Dated:

Code

PERSONNEL SERVICES	
0110*	Salaries Reg. Employees _____
0111*	Overtime Reg. Employees _____
0112*	Salaries Temp. Employees      \$1,250.00
0113*	Employer Pension Contr. _____
0114*	Employer Ins. Contr. _____
	<b>TOTAL</b> \$1,250.00

RECEIVABLES	
	Property Owners _____
	County _____
	State _____
	City _____
	City _____
	Other-Ice Rental      \$20,000.00
	<b>TOTAL</b> \$20,000.00

SUPPLIES	
0220*	Office Supplies _____
0221*	Small Tools _____
0222*	Motor Fuels & Lubricants _____
0223*	Postage _____
0224	Mtce. of Equipment _____
0225	Mtce. of Structures _____
0226	Mtce. of Other Improvements _____
0227	Subsistence of Persons _____
0228	Cleaning & Waste Removal _____
0229*	General Supplies      \$1,250.00
	<b>TOTAL</b> \$1,250.00

FINANCING	
	Bonds _____
	State _____
	City _____
	City _____
	Other _____
	<b>TOTAL</b> \$0.00

**GRAND TOTAL**      \$20,000.00

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

OTHER SERVICES	
0330	Communications _____
0331*	Printing & Publishing _____
0332	Utilities      \$12,500.00
0333*	Travel-Conf.-Schools _____
0334	Mtce. of Equipment _____
0335	Mtce. of Structures _____
0336*	Mtce. of Other Impr. _____
0337	Subsistence of Persons _____
0338	Cleaning & Waste Removal _____
0339*	Other Services _____
	<b>TOTAL</b> \$12,500.00

\_\_\_\_\_  
Mayor

Attest:

OTHER CHARGES	
0440	Rents _____
0441*	Insurance & Bonds _____
0442	Awards & Indemnities _____
0443	Subscription/Memberships _____
0444	Interest _____
0445	Licenses & Taxes _____
0446*	Prof. Serv. _____
0447*	Advertising _____
0448*	Adm. OH (Transfer) _____
0449	Other Charges      \$5,000.00
	<b>TOTAL</b> \$5,000.00

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

**GRAND TOTAL**      \$20,000.00

## Civic Center/Junior Hockey

The following information is an attempt to analyze the expenses and revenues related to the Civic Center Budget if a Junior Hockey team is placed in Willmar for the 2016-17 Hockey Season.

The increased costs will be from extending the ice season at the facility. We plan on installing ice in the Blue Line Arena a month earlier than we typically do, sometime early in September. We will also extend the ice season in the Cardinal Arena into late March, which again is about a month longer than our current ice season.

Utilities for the 2015 season ranged from a high of \$15,251.10 in November of 2015 to a low of \$2,836.69 for May of 2015. Thus we are assuming that utilities will increase approximately \$20-25,000.00 for the two month increase in ice time. (Attached is the utility info for 2015). November, December and January are on average our most expensive months for utility expenses with the range for last year \$14,101.23-\$15,251.10. Thus we feel confident our anticipated increase will cover the expenses of the increased ice time.

Staffing will be impacted on game days with the need for a Zamboni Driver and on ice assistant. The estimated time for these staff would be a total of 7 hours per game. With salaries and employer match we are estimating the costs of staff increases for game days to be \$2,500.00 for the 22 home game schedule. We believe the practice time needs will be met by regular staff scheduling.

Cleaning Supplies/Paper products are the other items we anticipate using more of if a Junior Team is added to our community. The range of this expense is \$1,400.00-2,000.00. This would include toilet paper, paper towels, soap and other such consumables.

Concession supplies and staff costs will increase with the addition of this team. Given the agreement calls for the team and city to split revenues from net concession sales we believe this will be a net gain for the city and as such I have not included it in this document. When a budget revision is requested for the Civic Center due to this addition of a Junior Team this information will be presented in detail.

Thus it is staffs analysis that adding a Junior Team to the usage of the Civic Center will impact expenses in this way;

Utilities	\$25,000.00
Staffing Game Days	\$2,500.00
Cleaning Supplies	\$2,500.00
Total Increase in Expenses	\$30,000.00

Obviously it is safe to assume that other expenses are going to take place that you do not plan for. Thus I believe the \$40,000.00 proposed lease rate is an appropriate amount for the first year of this arrangement. We will also have ice in the facility earlier so the other users of the Civic Center will also have an option to rent ice that has not existed before. Given an amount of 10 hours a week for the additional 8 weeks that would mean another \$11,200.00 in revenue for the facility.

**LEASE AGREEMENT**

**THIS RENTAL AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Willmar (Owner) and The Blizzard, LLC d/b/a the (Team) and Chris Canavati and Mitri Canavati, Individually (Tenant).

**PREAMBLE**

**WHEREAS**, the City of Willmar is the owner of the Willmar Civic Center in the City of Willmar, Minnesota, and

**WHEREAS**, Tenant desires to rent ice time and certain related facilities of the Willmar Civic Center Arena for (Team) hockey games, including administrative office space, and locker room facilities.

**NOW, THEREFORE**, it is agreed as follows:

**ARTICLE I.**  
**Premises**

Owner will rent to Tenant the herein defined facilities of the Willmar Civic Center at the defined times and for the amounts as more fully described herein.

**ARTICLE II.**  
**Term of Agreement**

The terms and conditions of this agreement shall be binding upon the parties for a period of one year commencing June 1, 2016, and for each year thereafter until terminated by either party, upon giving in writing, at least ninety (90) days notice.

**ARTICLE III.**  
**Office Space**

Owner agrees to lease to Tenant office space located \_\_\_\_ TBD \_\_\_\_ in the Willmar Civic Center Arena, or such other office space as may be designated by Owner prior to the term of this lease agreement, or any renewal thereof, provided that the designated space is of adequate sized and agreed to by the Tenant.

**ARTICLE IV.**  
**Spectator Suite**

Owner is open to possible addition of a spectator suite within the Willmar Civic Center Arena pending agreement and approve of addition.

**ARTICLE V.**  
**Locker Room Facilities**

Owner shall provide Tenant with the use of one team locker room located within the Willmar Civic Center Arena for the exclusive use of the Tenant as designated by Owner prior to the commencement of this lease term or any renewal thereof, provided that the designated space is adequate in size and agreed to by the Tenant. For each home game, Owner will provide Tenant with a visiting team locker room, and an officials room during the (Team) season from September 1 through April 1 of the following year.

**ARTICLE VI.**  
**Ice Time**

Owner agrees to rent to Tenant and Tenant shall be obligated to pay for ice time as follows:

1. Approximately 200 hours of ice time each annual lease term at the ice rink designated by the Owner's manager during non-prime ice rental hours (between 12:00 pm and 2:45 pm) for use as hockey practice times. Morning ice may be used if agreed to by both parties. The 200 hours of practice time provided for in this agreement is to be used between September 1, 2016 through April 1, 2017.
2. The ice time at the main (Cardinal) ice rink, together with associated facilities, to accommodate up to 22 home hockey games, (estimated to consist of four (4) hours for each game). In the event there are postponements of scheduled hockey games and Tenant agrees that it will use reasonable diligence in rescheduling hockey games so as not to conflict with other scheduled Willmar Civic Center Arena activities. City provides a Zamboni driver and tenant provides staff for other areas of necessity.

The scheduling of ice time usage shall at all times and under all circumstances be coordinated by and between Owner, acting through its Manager, and the designated person in charge of scheduling for Tenant.

**ARTICLE VII.**  
**Rent**

Tenant covenants and agrees to pay to Owner for the office facility, locker room facility, concession stand and the ice time defined in Article VI, 1 and 2 the amount of \$40,000 for the period September 1 thru April 1. Separate agreement for advertising.

In the event (Team) is eligible for home playoff games, (Team shall pay additional rent in amount consistent with agreed upon regular season home game)

NOTICE must be given by June 1, 2017 if tenant has any changes to this lease. Tenant must put his changes in writing and must be in before June 1, 2017.

It is agreed that the tenant and the Willmar Civic Center Arena will meet yearly during the month of April to review this contract.

**ARTICLE VIII.**  
**Payment of Rent**

The rent payments for ice time, office space, locker room, the spectator suite, or any other rent contemplated within this lease agreement shall be paid in installments as follows:

1. September 1, 2016 thru April 1, 2017 – 8 equal payments of \$5,000.

Tenant shall also be permitted to charge admission to its ice related events and home games and Tenant shall retain all gate receipts from such events and be obligated to pay all sales tax thereon.

**ARTICLE IX.**  
**Use of Premises**

Tenant shall use the premises for the operation of a Junior “A” Tier III hockey team, its office, locker room, regular season and playoff games, tryouts and associated activities. No part of the rented premises shall be used by Tenant for any other purpose without the prior express written consent of Owner.

Tenant shall use and occupy the rented premises in a careful, safe and responsible manner. Tenant shall comply with all laws, ordinances and regulations affecting the rented premises. Tenant agrees to defend, indemnify and hold Owner harmless from any and all loss, claim, liability or damage incurred as a result of Tenant’s failure to comply with such laws, ordinances or regulations, or though Tenant’s failure to occupy the rental premises in a careful, safe and responsible manner.

**ARTICLE X.**  
**Assigning and Subletting**

Tenant may not assign, sublet, or mortgage this lease or any right hereunder without the express written consent of Owner.

**ARTICLE XI.**  
**Maintenance, Responsibilities of Owner and Tenant**

Owner shall be responsible for general building maintenance, janitorial services, ice resurfacing, and routine operation and maintenance of the Willmar Civic Center Arena during the rental times subject to this agreement . Owner shall keep the foundation, exterior walls, roof and other items which may be considered structural in nature in good repair but shall not be otherwise obligated to repair or replace any parts of the Willmar Civic Center Arena. Owner shall furnish electricity, water, heat and other utilities at Owner's expense, except for telephone to the Tenant's office which shall be Tenant's responsibility.

Tenant will not deface, injure or damage the premises and will not do or permit to be done on the premises or adjoining ways anything that would constitute a nuisance. Tenant shall, at its own expense, keep the portions of the premises over which they have exclusive use during the term of the lease period, including equipment, fixtures, and appliances located thereon in good repair and in good sanitary condition. If Tenant does not repair or replace any portions of the premises as required by this lease, Owner may repair the same at its discretion, after having given written notice of such need to Tenant. In such event, Tenant shall pay the Owner the cost of such repairs as additional rent.

Tenant shall be responsible for providing necessary ticket sellers, ticket takers, announcers, parking lot attendants, officials as needed, goal judges, scorekeepers, plus not less than one supervisory person on duty for all activities conducted during the times subject to this agreement. Tenant shall be responsible for the sound system and playing of all music before, during and after home games.

**ARTICLE XII.**  
**Concessions and Hospitality**

Owner shall operate a concession stand in the lobby of facility during all (Team) home games. Owner and tenant agree that profits from sale of concessions shall be shared with 50% of net profit going to WCCA and 50% net profit going to (Team). For purposes of this concession agreement. Owner and tenant agree that 30% of the gross sales will be equivalent to 50% of the net profit. Owner agrees to grant tenant the right to operate Merchandise and sell alcoholic beverages. Tenants have the right to keep all profits from all sales of Merchandise and Alcoholic beverages. Tenant shall have the right to operate a hospitality area will the ability to provide food, beverages, and alcoholic beverages. During a (Team) home game in the WCCA there should be no other concessions or vending machines in operation.

**ARTICLE XIII.**  
**Sales of Alcoholic Beverages**

Alcohol may be sold during (Team) games by a licensed establishment and must comply with state and local laws.

Whoever supplies alcohol needs to provide a Certificate of Insurance listing the City of Willmar as an additional insured.

**ARTICLE XIV.**  
**General Liability Insurance**

Tenant, at its expense, shall carry its own insurance on its fixtures, improvements, inventory and contents. Tenant, at its expense, shall keep in force a comprehensive general liability insurance policy with respect to Tenant's use or occupancy of the rented premises, in which the limits for property damage shall not be less than \$1,000,000.00, and the limits of public liability shall not be less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence. Tenant shall name Owner as an additional insured under its comprehensive general liability policy. Tenant shall furnish copies of insurance policies or certificates of insurance which shall be delivered to Owner. All policies shall require the insurance company to notify Owner in writing prior to any cancellation of the insurance.

**ARTICLE XV.**  
**Indemnity**

Tenant will indemnify and hold Owner, its officers, directors, managers and employees harmless from and against all loss, cost, expense, and liability whatsoever (including the Owner's costs of defending against the foregoing, such costs to include attorney's fees) resulting or occurring by reason of Tenant's use or occupancy of the rented premises, unless occasioned by act or omission of Owner in the establishment, operation or maintenance of the rented premises.

**ARTICLE XVI.**  
**Alterations**

Tenant shall make no alterations, changes, or improvements to the rental premises without the written consent of Owner's representative (the Willmar Civic Center Arena).

**ARTICLE XVII.**  
**Security**

Tenant shall provide security for all games sufficient to maintain order and provide adequate safety for all people attending games.

**ARTICLE XVIII.**  
**Damage to Willmar Civic Center Arena**

Any damage to the Willmar Civic Center Arena, interior or exterior, occurring as a result of Tenant's use of the premises will be repaired at the expense of Tenant unless caused solely by the negligence of Owner.

**ARTICLE XIX.**  
**Damage or Destruction**

If the Willmar Civic Center Arena shall be destroyed or damaged by fire or other casualty to any extent which prevents the WCCA from being used for the purposes intended by this agreement, Owner may elect to rebuild/repair or give notice terminating this lease. Owner shall give written notice to Tenant of its election within thirty (30) days after damage or destruction. If Tenant is unable to use WCCA facilities, a proportionate part of the rent shall be abated for any time during which Tenant is unable to utilize the rental premises.

In the event of damage by fire or other casualty resulting in damage to Tenant's property, Tenant shall be obligated to fully repair or replace all its exterior or interior signs, trade fixtures, furniture, equipment, display cases, advertising and other personal property and improvements originally installed by Tenant at its expense.

**ARTICLE XX.**  
**Liens**

Tenant shall not permit any mechanic's or other lien against the rental property or the Owner arising out of any act or omission of Tenant. Tenant may contest the validity or amount of any lien if Tenant shall give Owner security required by Owner to insure payment or prevent any forfeiture of the property. Tenant shall pay any judgments and have all liens released or judgments satisfied at Tenant's expense.

**ARTICLE XXI.**  
**Default**

If Tenant shall default on any of the provisions of this lease, or if Tenant shall make an assignment for the benefit of creditors, enter bankruptcy, receivership or insolvency, Owner, at its election, may give notice to Tenant in writing specifying the default. Tenant shall have thirty (30) days after notice is sent to cure the default. If default continues thereafter, Owner may declare the term of this lease ended and re-enter the premises and the lease shall thereupon terminate. In such event, Owner may, either with or without process of law, enter the premises and expel Tenant and all other persons on the premises using such force as may be necessary to repossess and enjoy the premises without prejudice to any other remedy which might be available.

If Owner is in default under this lease, Tenant, at its election, may give notice to Owner in writing specifying the default. Owner shall have thirty (30) days after notice is sent to cure default.

In the event of a catastrophic failure, Owner agrees to discuss possible solutions with Tenant to cure default. Owner also notifies Tenant that Owner has no insurance coverage for Tenant's loss of revenue due to catastrophic failure.

Owner requires a copy of Certificate of Renter's Insurance or letter declining such insurance.

**ARTICLE XXII.**  
**Non-Waiver**

No waiver by Owner of any breach by Tenant of its obligations hereunder shall be a waiver of any other subsequent or continuing breach. Forbearance by Owner to seek a remedy for any breach by Tenant shall not be a waiver of its rights or remedies with respect to the breach.

**ARTICLE XXIII.**  
**Surrender**

At the termination of this lease for any reason, Tenant shall quit and surrender the premises in a good condition as when received, reasonable wear and tear and damages by the elements or causes beyond Tenant's control excepted.

Tenant may remove its trade fixtures, equipment and other personal property owned by Tenant at its expense, provided it shall repair all damage caused by removal.

**ARTICLE XXIV.**  
**Obligation of Parties**

The agreements in this lease shall be binding upon and enforceable by the parties, personal representatives, successors and assigns.

**ARTICLE XXV.**  
**Relationship of Parties**

Nothing contained in this lease shall be construed to create a relationship of principal and agent, partnership, joint venture or association between Owner and Tenant. Neither the method of computing rent or any act of the parties, shall create any relationship between the parties other than the relationship of Landlord and Tenant.

**ARTICLE XXVI.**  
**Advertising**

Tenant, with Owner's consent, may place advertising within the rental premises as more fully specified within a separate agreement made between Owner and Tenant, and any separate agreement allowing Tenant to place advertising within the rental premises shall be made a part of this lease by reference.

**ARTICLE XXVII.**  
**Attorneys Fees**

In the event either party hereto institutes legal action or proceedings arising out of or in any way connected with this lease agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable expenses incurred in connection therewith, including attorney fees and costs.

**ARTICLE XXVIII**  
**Catastrophic Failure**

In the event of catastrophic failure, owner agrees to discuss possible solutions with tenant to cure default.

**ARTICLE XXIX**  
**Modification of Agreement**

Any agreement made between the parties shall be ineffective in changing, modifying, or discharging this lease agreement in whole or in part unless the agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought. An oral agreement for the modification of the lease agreement in any manner shall be void and of no force and effect.



### **Partnering with the community**

Team brings in 25 players to spend money around town for food and entertainment  
Junior team brings in parents of the 25 players that stay in hotels, eat, and shop while visited for 7 months  
Junior team brings in Fans from other teams during those home games that help drive revenue around town  
Operates summer program that brings in other communities  
Tryouts held during the summer where players and families stay in hotels plus eat and shop around town  
Opportunity to help businesses promote and get involved in different ways  
More things for families and all ages to do during winter weather season  
Our team will be in the community helping on a weekly basis. (Special olympic events, fundraising, special event, work assistance, and volunteering)  
Our team will also help within the school districts wherever needed. (reading to youth, helping at school events, volunteering in the classroom)  
Majority of games happen on the weekends. Weekdays are spent for school, working jobs in the community, and being involved in the community  
Players will take college courses at Ridgewater College  
Part time jobs during the game and places for students to stay out of trouble  
Junior team games are a great addition to events going on at the rink to help push people to go to the Willmar Civic Arena  
New team name/logo choosing would be assisted by community



### **Help with building the current associations**

The team will bring more opportunity for ice at different times of the year- summer and longer year  
Drives traffic to the arena and helps convince people to try new things on the ice  
Opportunity to show off at games (figure skating and curling)  
Helps lower costs for the other areas based on budgets and black ice used by Junior team  
Consistent revenue from a tenant that uses black ice  
Participation in all areas (hockey, curling, figure skating) will increase due to amount of people attending  
The summer hockey program will without a doubt increase the talent level throughout the age levels



### **Needs for a Junior Team to be on site**

Locker room year round  
Office space year round  
Alcohol sales available at all home games  
Concession stand - either run by us or partial sales from fans  
All Sponsorship/advertising Sales rights in the Cardinal rink  
Ice available from September 1 through March 31  
Summer ice to run hockey camps for area youth  
We will use black ice for practice during the year  
26 Fri and Sat nights for games blocked from 6p-10p (Sept-Mar)  
New Video Screen in place for Videos  
Updated Scoreboard  
(All subjects are based on negotiated agreement)



## Civic Center/Junior Hockey

The following information is an attempt to analyze the expenses and revenues related to the Civic Center Budget if a Junior Hockey team is placed in Willmar for the 2016-17 Hockey Season.

The increased costs will be from extending the ice season at the facility. We plan on installing ice in the Blue Line Arena a month earlier than we typically do, sometime early in September. We will also extend the ice season in the Cardinal Arena into late March, which again is about a month longer than our current ice season.

Utilities for the 2015 season ranged from a high of \$15,251.10 in November of 2015 to a low of \$2,836.69 for May of 2015. Thus we are assuming that utilities will increase approximately \$20-25,000.00 for the two month increase in ice time. (Attached is the utility info for 2015). November, December and January are on average our most expensive months for utility expenses with a range last year of \$14,101.23-\$15,251.10. Thus we feel confident our anticipated increase will cover the expenses of the increased utility costs.

Staffing will be impacted on game days with the need for a Zamboni Driver and on ice assistant. The estimated time for these staff would be a total of 7 hours per game. With salaries and employer match we are estimating the costs of staff increases for game days to be \$2,500.00 for the 22 home game schedule. We believe the practice time needs will be met by regular staff scheduling.

Cleaning Supplies/Paper products are the other items we anticipate using more of if a Junior Team is added to our community. The range of this expense is \$1,400.00-2,000.00. This would include toilet paper, paper towels, soap and other such consumables.

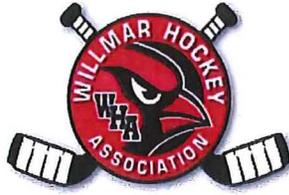
Concession supplies and staff costs will increase with the addition of this team. Given the agreement calls for the team and city to split revenues from net concession sales we believe this will be a net gain for the city and as such I have not included it in this document. When a budget revision is requested for the Civic Center due to this addition of a Junior Team this information will be presented in detail.

Thus it is staffs analysis that adding a Junior Team to the usage of the Civic Center will impact expenses in this way;

Utilities	\$25,000.00
Staffing Game Days	\$2,500.00
Cleaning Supplies	\$2,500.00
Total Increase in Expenses	\$30,000.00

Obviously it is safe to assume that other expenses are going to take place that we have not considered at this time. Thus I believe the \$40,000.00 proposed lease rate is an appropriate amount for the first year of this arrangement. We will also have ice in the facility earlier so the other users of the Civic Center will also have an option to rent ice that has not existed before. Given an amount of 10 hours a week for the additional 8 weeks that would mean another \$11,200.00 in revenue for the facility that would allow us to cover further expenses related to this new lessee.





Mr. Steve Brisendine

Director, Willmar Community Education and Recreation

Dear Mr. Brisendine,

I am writing this letter on behalf of the Willmar Hockey Association stating support from our organization and its members for a junior hockey league franchise here in Willmar. We feel that the addition of a junior program in Willmar will enhance the skating opportunities for all of our skaters. Through our partnership with WCER the hockey program in Willmar has shown considerable growth in the past 4 years. We have increased our membership by 250% in this time from 100 skaters to 265. This number represents our Learn to Skate, Learn to Play Hockey, Mites(K-3<sup>rd</sup> grade,)Recreational Hockey League( 4<sup>th</sup> – 6<sup>th</sup> grade) and the traveling portion of the WHA. These boys and girls have the benefit of utilizing one of the finest facilities in the state of Minnesota. Our partnership with the WCER has been a major factor in this growth and we look forward to continuing to work together to enhance the hockey opportunities here in Willmar.

It is with this understanding and partnership that we feel the addition of a junior hockey franchise in Willmar will further increase opportunities for all skaters at every level. With the additional ice in the Civic Center's arenas we will be able to introduce more youth of our community to the great game of hockey, enhance current programs and add additional programs. There will be no concerns over ice time that we can foresee with a team coming to Willmar. The City of Willmar will also benefit by additional revenue generated by the new team in ice rental and increasing excitement in the game of hockey. This will help ensure continued growth and success in all of our youth hockey programs.

The WHA wholeheartedly supports the addition of a junior hockey team franchise in Willmar. If you have any questions do not hesitate to contact me at 320.212.6924 or email: [aamo@fpmc-willmar.com](mailto:aamo@fpmc-willmar.com).

Sincerely,

Anthony Amon, M. D.

WHA President

## Sean Christensen

---

**From:** Rodney Staska <Rodney.Staska@ColonialLife.com>  
**Sent:** Wednesday, February 24, 2016 9:21 AM  
**To:** Steve Brisendine; Sean Christensen; Rob Baumgarn  
**Cc:** Marvin Calvin; Larry Kruse  
**Subject:** Junior Hockey

To whom it may concern:

My name is Rodney Staska and I am the current President of the Diamond Edge Figure Skating Club here in Willmar. The reason for my email is to voice my support for the possibility of bringing a Junior Hockey team to Willmar.

I believe this will be a positive thing for our city, community and especially the youth in the area. Having a team like this will not only benefit the hockey programs but as President of this club, I believe this will also help out the other programs such as the figure skaters. By having a longer season we would be able to change our club from a Basic Skills club to a Full club. We like the hockey team lose a lot of our skaters to other "full" clubs due to the fact that we do not have ice during the summer months, many families travel to the metro and other places to continue having instruction for their skaters. I feel that by bringing in this junior team we could have a longer season and keep those families and their resources here in our own community instead of spending those resources elsewhere. I always say why send our young talent to help somewhere else when we could keep them here in our own backyard.

Also by bringing in a team to use the ice time that is not being used by others this will help pay the bills and keep the costs down for the other programs that use the facility while generating more revenue for the City of Willmar.

Thank you for taking the time to read this email, and I hope this will help in bringing a team to Willmar.

Have a great day

Rodney Staska  
Colonial Life  
1700 Technology Dr Suite 119  
Willmar/MN 56201  
320-894-1124

Matt,

My deepest apologies for the extremely late response to your email. Somehow, between my computer, iPhone and iPad, it got lost in a folder that I didn't know about.

In my opinion, the Lumberjacks have made an extremely positive impact on our community and even perhaps the surrounding communities. They have participated in our local parades and fundraisers. I believe that they have also participated in a program for military families whose children want to play hockey. They are also a great source of community and use for Sports Arena East, which is the home ice. I haven't heard anything negative for any members of our community. Ellen Thronson

Again, I do apologize for this late response. I do hope that my comments help your community in it's decision. Please contact me again if I can be of help.

On Wed, Sep 23, 2015 at 8:43 PM, Matt Dawson <[matt.d.dawson@gmail.com](mailto:matt.d.dawson@gmail.com)> wrote:  
Ellen,

My name is Matt Dawson I live in Willmar Minnesota...Our community has been exploring the possibility of putting a Junior Hockey team in town....I wanted to reach out to a few people in other communities that have a team...I was wondering if you had a minute to drop me a quick note and let me know if having the Lumberjacks in Sauk Rapids has been a positive or negative for your community...Thank you in advance for your time!

Matt Dawson  
[320-444-3179](tel:320-444-3179)  
[matt.d.dawson@gmail.com](mailto:matt.d.dawson@gmail.com)

**RESPONSE FROM CITY COUNCIL SAUK RAPIDS MINNESOTA**

**Steve King** <[stevek@co.mower.mn.us](mailto:stevek@co.mower.mn.us)> 8:27 AM (8 minutes ago)

to me

Hi Matt,

The addition of the Austin Bruins has been nothing but a positive to our city. The local bars, restaurants and hotels appreciate the extra business on game nights so the economic impact is positive.

The team is very much community oriented and put on clinics, and appears for family fun events at our YMCA etc.

Further, the team leases our hockey arena and their lease helps offset the expense to the city to run the arena.

With committed ownership and good PR I'd highly recommend Willmar going after a team.

Steve

Stephen M. King

Director

Mower County Corrections

201 Second Avenue NE Suite 2

Austin, MN 55912

507-437-9453

[stevek@co.mower.mn.us](mailto:stevek@co.mower.mn.us)

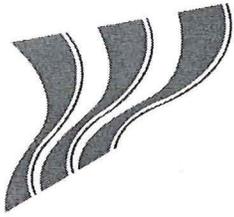
**City Council Member Austin Minnesota:**

Matt,

The Bruins have been a real boon to the city. I'm not a hockey buff, but it is first rate hockey, and very popular. We have two arenas in Austin, and were considering closing one, but the Bruins have solved that issue for us. The team is very popular in town, and ownership is involved in a lot of things in Austin. They are the sponsors of a major fundraiser for the Hormel institute (cancer research) and other charitable efforts. all in all they are a real asset to our community. If you have further questions feel free to email me. Tom Stiehm

[mayor@ci.austin.mn.us](mailto:mayor@ci.austin.mn.us)>

**Response from Austin Mayor after the request for feedback on Junior Hockey in Austin Minnesota!**



**City Finance Department**

City Office Building  
333 SW 6<sup>th</sup> Street  
Willmar, MN 56201  
Main Number 320-235-4984  
Fax Number 320-235-4917

**COUNCIL ACTION REQUEST**

**DATE:** May 23, 2016

**SUBJECT:** 2017 Budget Calendar

**RECOMMENDATION:** It is respectfully requested the City Council consider the following recommendation:

**Adopt the 2017 Budget Calendar as presented.**

**BACKGROUND:** Annually, as part of the City's Budget Process, the Committee reviews and recommends a Budget Calendar for the orderly review and ultimate adoption of the Annual Operating Budget.

**FINANCIAL CONSIDERATION:** Setting the 2017 Budget Level and determining funding mechanisms to provide the level and types of services provided for the citizens of Willmar.

**LEGAL:** City Charter/Article 5.

**Department/Responsible Party:** Steve Okins, Finance Director

## BUDGET CALENDAR

### CALENDAR

APRIL

### PROPOSED ACTION

Mayor, City Administrator and Finance Director to meet on establishing the Budget Calendar.

MAY

Finance Committee to adopt Budget Calendar.

JUNE

Mayor shall prepare or cause to be prepared and submitted to the Council a five (5) year capital program at least three (3) months prior to the final date for submission of the proposed budget.

Council work session on Capital Improvement Programs

Finance Director to compile information on budget forms pertaining to prior and current year expenditures and prepare preliminary revenue estimates. Send out forms and instructions for annual budget preparation to Department Heads.

JULY

Completed Department Heads' estimates must be returned to the Finance Director.

Mayor meets with the City Administrator and Finance Director to prepare the Mayor's Proposed Budget.

AUGUST

Publish a notice in the paper telling the public both the proposed Operating and Capital Improvement Budgets are on file and are open for inspection.

Mayor presents Proposed Budget to Finance Committee.

SEPTEMBER

Adopt and Certify Proposed Levy to the County Auditor for the Truth in Taxation Requirements.

OCTOBER – NOVEMBER

Gather citizen input.

Live WRAC-8 Broadcast

Public Informational Meeting

Publish notice in the paper telling the public both the Operating and Capital Improvement Budgets will be discussed at the Truth in Taxation Hearing.

DECEMBER

City Council shall hold Truth in Taxation hearing to study the Proposed Budget. Date determined by County and School District Hearings.

Adoption of the Budget.

DECEMBER 31<sup>st</sup> (No Later Than) Certification of the Tax Levy to the County.

## ARTICLE V. - FINANCIAL PROCEDURES

## Section 5.01. - Fiscal year.

The fiscal year of the City shall be the calendar year.

(Ord. No. 1027, § 1, 7-15-92)

## Section 5.02. - Submission of budget and message.

Within the time frame established by State law, the Mayor shall prepare or cause to be prepared and submit to the Council the budget for the ensuing fiscal year and an accompanying message. The budget message shall explain the proposed budget both in fiscal terms and in terms of the work programs. It shall outline the proposed financial policies of the City for the ensuing year, describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures and revenues together with the reasons for such changes, summarize the City's debt position and include such other material as the Finance Committee of the Council deems desirable. Prior to the submission of the proposed budget and budget message, notice thereof shall be published at least ten (10) days prior to the meeting at which it shall be presented and shall state the time and place of said meeting and shall state that said proposed budget is on file in the office of the City Clerk and open to inspection. At least one copy of the proposed budget and of the proposed capital program shall be filed with the City Clerk upon the publication of the notice and shall be kept available for public inspection until the budget and capital program are adopted.

(Ord. No. 1027, § 1, 7-15-92)

## Section 5.03. - The budget.

The budget shall provide a complete financial plan of all City funds and activities for the ensuing year and, except as required by law or this Charter, shall be in such form as the Council deems desirable or may require. The total of proposed expenditures shall not exceed the total of estimated income.

(Ord. No. 1027, § 1, 7-15-92)

## Section 5.04. - Capital program.

The Mayor shall prepare or cause to be prepared and submitted to the Council a five (5) year capital program at least three (3) months prior to the final date for submission of the proposed budget.

(Ord. No. 1027, § 1, 7-15-92)

## Section 5.05. - Adoption of the annual budget and capital program.

The Council shall hold public meetings on the budget and capital program. The meeting shall be conducted so as to give interested citizens a reasonable opportunity to be heard. The Council shall adopt the budget and capital program within the time limits established by State law and the adoption shall be by resolution.

(Ord. No. 1027, § 1, 7-15-92)

## Section 5.06. - Public records.

Copies of the budget and the capital program as adopted shall be public records and shall be available for inspection by the public at the offices of the City Clerk.

(Ord. No. 1027, § 1, 7-15-92)

Section 5.07. - Amendments after adoption.

Subdivision 1. Supplemental appropriations. If during the fiscal year the City Administrator certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Council by resolution may make supplemental appropriations for the year up to the amount of such excess.

Subdivision 2. Contingency Reserve. The Council shall be authorized to have a reserve fund which shall be called a contingency reserve in an amount not to exceed ten (10) percent of the current and subsequent budget, excluding such contingency reserve. In the event that any appropriation from any other fund shall be, in the judgment of the Council, insufficient to meet the demands of the City with respect to the program or budget item affected and provide for the orderly administration of the City, the Council by a vote of six (6) members thereof may transfer out of the contingency reserve to such fund such sums as it shall determine shall be reasonably necessary to effect the purpose.

Subdivision 3. Reduction of appropriations. If at any time during the fiscal year it appears to the Council that the revenues available will be insufficient to meet the amount appropriated, the Council shall then take such further action as it deems necessary to prevent or minimize any deficit for that purpose and may by resolution reduce one or more appropriations.

Subdivision 4. Transfer of appropriations. The Council may by resolution transfer part or all of any unencumbered appropriation balance from one department, office or agency to another.

Subdivision 5. Emergency appropriations; tax anticipation certificates. To meet a public emergency affecting life, health, property or the public peace, the Council may make emergency appropriations. Such appropriations may be made by emergency ordinance in accordance with the provisions of Subdivision 3 of Section 2.12 of Article II of this Charter. To the extent that there are no available unappropriated revenues to meet such appropriation, the Council may by such emergency ordinance, authorize issuance of tax anticipation certificates in accordance with the provisions of law. Such tax anticipation certificates shall be paid not later than two (2) years succeeding that in which the emergency appropriation was made.

Subdivision 6. Limitations; effective date. No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

(Ord. No. 1027, § 1, 7-15-92; Ord. No. 1337, § 22, 11-19-12)

Section 5.08. - Lapse of appropriations.

Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been

accomplished or abandoned; the purpose of any such appropriation shall be deemed abandoned if no disbursement or encumbrance of the appropriation is completed by the close of the third fiscal year following the fiscal year in which the funds were appropriated.

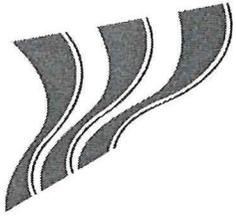
(Ord. No. 1027, § 1, 7-15-92; Ord. No. 1337, § 22, 11-19-12)

Section 5.09. - Administration of budget.

Subdivision 1. Work programs and allotments. At such time as the City Administrator shall specify, each department, office or agency shall submit work programs for the ensuing fiscal year showing the requested allotments of its appropriation by periods within the year. The Council shall review and authorize such allotments with or without revision as early as possible in the fiscal year. Such allotments may be revised during the year if desirable and shall be revised in accordance with any supplemental, emergency, reduced or transferred appropriations made pursuant to this article.

Subdivision 2. Payments and obligations prohibited. No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless the Council or its designee first certify that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds therefrom are or will be available to cover the claim or meet the obligation when it becomes due and payable. Any authorization of payment or incurring of obligation in violation of the provisions of this Charter shall be void and any payment so made illegal; such action shall be cause for removal of any officer who knowingly authorized or made such payment or incurred such obligation, and said officer shall also be liable to the City for any amount so paid. However, except where prohibited by law, nothing in this Charter shall be construed to prevent the making or authorizing of payments or making of contracts for capital improvements to be financed wholly or partly by the issuance of bonds, or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year, provided that such action is made or approved by ordinance.

(Ord. No. 1027, § 1, 7-15-92)



**City Finance Department**

City Office Building  
333 SW 6<sup>th</sup> Street  
Willmar, MN 56201  
Main Number 320-235-4984  
Fax Number 320-235-4917

**COUNCIL ACTION REQUEST**

**DATE:** May 23, 2016

**SUBJECT:** 2016 General Obligation Street Improvement Financing

**RECOMMENDATION:** It is respectfully requested the City Council consider the following recommendation:

Introduce a resolution setting a Public Hearing for June 20, 2016, at 7:05 PM.

**BACKGROUND:** Previous City Council action has approved the 2016 Street Improvement Program of \$2,869,200. Funding for the program is planned to come from a number of funding sources, those being a General Tax Levy, Municipal State Aid, Waste Treatment funds, Willmar Municipal Utilities, Kandiyohi County, and the issuance of General Obligation Special Revenue Bonds.

**FINANCIAL CONSIDERATION:** The issuing of \$1,600,000 of General Obligation Improvement Bonded Indebtedness to help finance the 2016 Street Improvement Program, that has a combined adopted budget of \$2,869,200.

**LEGAL:** State Statute 429.

**Department/Responsible Party:** Steve Okins, Finance Director

**CITY OF WILLMAR, MINNESOTA**  
**General Obligation Improvement Bonds, Series 2016A**  
**May 10, 2016**

May 1, 2016							June 1, 2016							July 1, 2016						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						

August 1, 2016							September 1, 2016							October 1, 2016						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					

Schedule of Events		
Date	Event	Responsible Party
May 12, 2016	Finalize bond sizing and structure.	City Staff Springsted
May 16, 2016	Draft term sheet provided to City and Heritage Bank.	Springsted
May 20, 2016	Springsted memorandum delivered in advance of Finance Committee meeting.	Springsted
May 23, 2016	Finance Committee forwards bond action request to City Council.	City Staff
May 31, 2016	Resolution setting public hearing delivered to City.	Kennedy & Graven
June 6, 2016	City Council calls for public hearing on 2016 street improvement projects.	City Council
June 7, 2016	Submit Public Hearing Notice to the local paper.	City Staff
June 13, 2016	Last day publication for hearing notice on the ordinance can appear. <i>(Notice must appear in official paper at least 7 days prior to the hearing.)</i>	
June 15, 2016	Parameters Resolution approving ordinance and authorizing the Bond sale provided to the City.	Springsted Kennedy & Graven
June 20, 2016	City Council conducts public hearing on the Ordinance. City Council considers parameters Resolution authorizing the Bond sale contingent on no petition being filed.	City Springsted
June 21, 2016	Submit Ordinance to the local paper.	City Staff
June 28, 2016	Publication of Ordinance. (15 day petition period begins.)	
July 13, 2016	Final date for filing of certificate of intent (15 days from publication of ordinance.)	

Schedule of Events		
Date	Event	Responsible Party
July 14, 2016	Final pricing with banks. Award of Bonds by pricing committee.	Pricing Committee Springsted
August 16, 2016	Settlement of the Bonds; receipt of proceeds.	City Staff Bank Kennedy & Graven Springsted

---

**\$1,600,000**

**City of Willmar, Minnesota**  
General Obligation Improvement Bonds, Series 2016A

---

**Sources & Uses**

---

**Dated 08/16/2016 | Delivered 08/16/2016**

---

**Sources Of Funds**

Par Amount of Bonds.....	\$1,600,000.00
State MSA Funds.....	679,300.00
General Fund.....	397,000.00
Kandiyohi County.....	100,000.00
Municipal Utility Commission.....	52,900.00
Wastewater Treatment Fund.....	40,000.00
<b>Total Sources.....</b>	<b>\$2,869,200.00</b>

**Uses Of Funds**

Deposit to Construction Fund.....	2,849,200.00
Costs of Issuance.....	20,000.00
<b>Total Uses.....</b>	<b>\$2,869,200.00</b>

**\$1,600,000**

**City of Willmar, Minnesota**  
**General Obligation Improvement Bonds, Series 2016A**

**NET DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Assessment	Levy Required
02/01/2017	-	-	-	-	-	-	-
02/01/2018	132,000.00	2.100%	49,000.00	181,000.00	190,050.00	113,308.93	76,741.07
02/01/2019	150,000.00	2.100%	30,828.00	180,828.00	189,869.40	113,308.93	76,560.47
02/01/2020	153,000.00	2.100%	27,678.00	180,678.00	189,711.90	113,308.94	76,402.96
02/01/2021	156,000.00	2.100%	24,465.00	180,465.00	189,488.25	113,308.94	76,179.31
02/01/2022	160,000.00	2.100%	21,189.00	181,189.00	190,248.45	113,308.94	76,939.51
02/01/2023	163,000.00	2.100%	17,829.00	180,829.00	189,870.45	113,308.92	76,561.53
02/01/2024	166,000.00	2.100%	14,406.00	180,406.00	189,426.30	113,308.94	76,117.36
02/01/2025	170,000.00	2.100%	10,920.00	180,920.00	189,966.00	113,308.94	76,657.06
02/01/2026	173,000.00	2.100%	7,350.00	180,350.00	189,367.50	113,308.93	76,058.57
02/01/2027	177,000.00	2.100%	3,717.00	180,717.00	189,752.85	113,308.94	76,443.91
<b>Total</b>	<b>\$1,600,000.00</b>	<b>-</b>	<b>\$207,382.00</b>	<b>\$1,807,382.00</b>	<b>\$1,897,751.10</b>	<b>\$1,133,089.35</b>	<b>\$764,661.75</b>

Dated..... 8/16/2016  
Delivery Date..... 8/16/2016  
First Coupon Date..... 8/01/2017

**Yield Statistics**

Bond Year Dollars..... \$9,875.33  
Average Life..... 6.172 Years  
Average Coupon..... 2.100000%

Net Interest Cost (NIC)..... 2.1000000%  
True Interest Cost (TIC)..... 2.0983324%  
Bond Yield for Arbitrage Purposes..... 2.0983324%  
All Inclusive Cost (AIC)..... 2.3198150%

**IRS Form 8038**

Net Interest Cost..... 2.1000000%  
Weighted Average Maturity..... 6.172 Years

---

**\$906,938**

**City of Willmar, Minnesota**  
General Obligation Improvement Bonds, Series 2016A  
Assessments

---

**ASSESSMENT INCOME**

Date	Principal	Coupon	Interest	Total P+I
12/31/2016	-	-	-	-
12/31/2017	68,274.42	4.100%	45,034.51	113,308.93
12/31/2018	78,923.73	4.100%	34,385.20	113,308.93
12/31/2019	82,159.60	4.100%	31,149.34	113,308.94
12/31/2020	85,528.14	4.100%	27,780.80	113,308.94
12/31/2021	89,034.80	4.100%	24,274.14	113,308.94
12/31/2022	92,685.22	4.100%	20,623.70	113,308.92
12/31/2023	96,485.32	4.100%	16,823.62	113,308.94
12/31/2024	100,441.22	4.100%	12,867.72	113,308.94
12/31/2025	104,559.31	4.100%	8,749.62	113,308.93
12/31/2026	108,846.24	4.100%	4,462.70	113,308.94
Total	\$906,938.00	-	\$226,151.35	\$1,133,089.35

**SIGNIFICANT DATES**

Filing Date..... 10/15/2016  
First Payment Date..... 12/31/2017

---

**\$1,600,000**

**City of Willmar, Minnesota**  
**General Obligation Improvement Bonds, Series 2016A**

---

**Detail Costs Of Issuance**

---

**Dated 08/16/2016 | Delivered 08/16/2016**

**COSTS OF ISSUANCE DETAIL**

Financial Advisor.....	\$10,000.00
Bond Counsel.....	\$5,000.00
Miscellaneous.....	\$5,000.00
<b>TOTAL.....</b>	<b>\$20,000.00</b>

RESOLUTION NO. 6  
 2016 STREET IMPROVEMENTS BUDGET

TOTAL COST \$2,869,200.00  
 \*Budget Amounts are Essential

Dated:

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners	_____	\$906,938.00
Community Investment	_____	\$693,062.00
General	_____	\$397,000.00
State Aid	_____	\$679,300.00
WTP	_____	\$40,000.00
MUC	_____	\$52,900.00
Kandiyohi County	_____	\$100,000.00
<b>TOTAL</b>	_____	<b>\$2,869,200.00</b>

SUPPLIES

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

FINANCING

General	_____	\$397,000.00
Bonds	_____	\$1,600,000.00
State Aid	_____	\$679,300.00
WTP	_____	\$40,000.00
MUC	_____	\$52,900.00
Kandiyohi County	_____	\$100,000.00
<b>TOTAL</b>	_____	<b>\$2,869,200.00</b>

GRAND TOTAL \$2,869,200.00

Dated: May 2, 2016

OTHER SERVICES

30 Communications	_____	
31* Printing & Publishing	_____	
32 Utilities	_____	
33* Travel-Conf.-Schools	_____	
34 Mtce. of Equipment	_____	
35 Mtce. of Structures	_____	
36* Mtce. of Other Impr.	_____	\$2,280,430.00
37 Subsistence of Persons	_____	
38 Cleaning & Waste Removal	_____	
39* Other Services	_____	\$228,043.00
<b>TOTAL</b>	_____	<b>\$2,508,473.00</b>

  
 \_\_\_\_\_  
 Mayor

Attest:

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

OTHER CHARGES

40 Rents	_____	
41* Insurance & Bonds	_____	
42 Awards & Indemnities	_____	
43 Subscription/Memberships	_____	
44 Interest	_____	
45 Licenses & Taxes	_____	
46 Prof. Serv.	_____	\$342,065.00
47* Advertising	_____	
48* Adm. OH (Transfer)	_____	
49 Other Charges	_____	\$18,662.00
<b>TOTAL</b>	_____	<b>\$360,727.00</b>

GRAND TOTAL \$2,869,200.00



WILLMAR

Public Works Director

City Office Building  
333 SW 6<sup>th</sup> Street  
Willmar, MN 56201  
Main Number 320-214-5160  
Fax Number 320-235-4917

### COUNCIL ACTION REQUEST

**DATE:** May 23, 2016

**SUBJECT:** Fairgrounds Lift Station PFA Resolution

**RECOMMENDATION:** It is respectfully requested the City Council consider the following recommendation:

Authorize the City to apply for the Minnesota Public Facilities Authority loan from the Clean Water Revolving Fund in the amount of \$640,000.00

**BACKGROUND:** The City of Willmar entered into an agreement with Bolton & Menk for the engineering and construction related services for the Fairgrounds Lift Station project. Staff is directed to seek authority to apply for PFA funding for the project through the Clean Water Revolving Fund for improvements made to municipal wastewater treatment systems.

**FINANCIAL CONSIDERATION:** The approved preliminary budget for the project is \$640,000.00.

**LEGAL:** N/A

**Department/Responsible Party:** Sean E. Christensen, Public Works Director

**Reviewed By:** Larry Kruse, City Administrator

RESOLUTION NO. \_\_\_\_

Resolution of Application

BE IT RESOLVED that the City of Willmar is hereby applying to the Minnesota Public Facilities Authority for a loan from the Clean Water Revolving Fund/Drinking Revolving Fund for improvements to its drinking water system/municipal wastewater treatment system as described in the loan application.

BE IT FURTHER RESOLVED that the City of Willmar estimates the loan amount to be \$640,000.00 or the as-bid cost of the project.

BE IT FURTHER RESOLVED that the City of Willmar has the legal authority to apply for the loan, and the financial, technical, and managerial capacity to repay the loan and ensure proper construction, operation and maintenance of the project for its design life.

***Reimbursement provision (see note below\*)***

*BE IT FURTHER RESOLVED that the City of Willmar hereby expresses its official intent to use proceeds of this loan to reimburse construction expenditures made prior to the issuance of its general obligation bond to the Public Facilities Authority.*

I CERTIFY THAT the above resolution was adopted by the Willmar City Council on this \_\_\_\_ day of May, 2016.

SIGNED:

WITNESSED:

\_\_\_\_\_  
Mayor

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

*\*The reimbursement provision above is not an application requirement and should be deleted from the resolution if it is not the municipality's intent to reimburse itself for construction expenditures made prior to the issuance of its general obligation bond to the Public Facilities Authority.*