

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

June 1, 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, Denis Anderson, Rick Fagerlie, Jim Dokken, Audrey Nelsen, and Tim Johnson; Present 8, Absent 1. Council Member Ahmann was excused from the meeting.

Also present were Interim City Administrator Kevin Halliday, Planning and Development Director Bruce Peterson, Finance Director Steve Okins, Public Works Director Sean Christensen, Community Education and Recreation Director Steve Brisendine, Police Captain Michael Anderson, Police Sergeant Michael Jahnke, and City Attorney Robert Scott.

There were no additions or deletions to the agenda.

Council Member Anderson offered a motion adopting the Consent Agenda as presented which included the following: City Council Minutes of May 18, Rice Memorial Hospital Board Minutes of May 20, Municipal Utilities Commission Minutes of May 26, Application for Exempt Permit – Minnesota Elk Breeders Association, Application for Exempt Permit – Pheasants Forever Kandiyohi County 2, Accounts Payable Report through May 28, and WCER Joint Powers Board Minutes of May 22, 2015. Council Member Fagerlie seconded the motion.

At 7:01 p.m. Mayor Calvin opened the Hearing for the Ordinance to Rezone from R-2 to General Business. Planning and Development Services Director Bruce Peterson presented for Council consideration the request to rezone the former Dairy Queen site on East Highway 12 from an R-2 status to a General Business status. The property has existed for years as a nonconforming use. The owners of the property would like to market the parcel as commercial property. The Planning Commission has reviewed the proposed rezone and recommended approval. Staff offered the recommendation of the Planning Commission.

There being no one present to speak for or against the projects, Mayor Calvin closed the hearing at 7:03 p.m.

Council Member Fagerlie offered a motion to adopt, assign a number and order final publication of the Ordinance to rezone the former Dairy Queen property on East Highway 12. Council Member Dokken seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Mayor Calvin recognized Connie Schmoll, Business Development Specialist with Kandiyohi County and City of Willmar EDC. Ms. Schmoll came before the Council to give a report on the Business Retention and Expansion Program survey initiated by the EDC and gave a summary of the program and highlight the findings and potential projects. A handout consisting of the findings and projects was presented to the Council. She explained that as part of the survey, 60 different volunteers interviewed 82 existing businesses of which 69% were Willmar businesses. A group analyzed the survey data to look at and pull out what were seen as common themes. From this, projects were selected they felt would be helpful for the businesses. Mayor Calvin thanked Ms. Schmoll for the report which was received by the Council for information only.

Mayor Calvin entertained a letter received by Arlen Christianson of 1121 Becker Avenue SW, who was not able to be present at the Council meeting to speak under Open Forum. Interim City Administrator Kevin Halliday was asked to read the letter aloud to the Council so as to be entered into the record. Mr.

Christianson thanked the Mayor and Council for their willingness to be public officials. He wrote of working together as a team and urged not only the Council to try and live by this, but also the Recall Ron Committee quoting "united we stand by our Council—divided our City fails." and people need to get along for the best interest of our City.

Mayor Calvin recognized Betty Knutson, 722 SW 2<sup>nd</sup> Street, to speak during the Open Forum. Ms. Knutson stated she is appalled by the actions of the Council over the last several months. All citizens have a right to be heard. She does believe that you should not use the Open Forum for political campaign but limiting the times you speak in a year is outrageous. The Council should not have the right to silence the citizens of Willmar.

Steve Gardner, 2645 SW 19<sup>th</sup> Avenue, commented that at the last Labor Relations Committee there was discussion as to limiting the citizens of Willmar who address the City Council at its meetings. Mr. Gardner believes the discussion on this action should continue rather than the possibility of a motion being made by Council Member Christianson severely limiting public comment. He questioned why some speech seems more acceptable than others. The truth is the rules are already in place to have a fair and effective Open Forum and placing limits will cause further mistrust of the Council.

Jeanine Christianson, 1912 Richland Avenue SW, stated that in reading the "West Central Tribune" this morning there was once again an attack on members of our City Council. She feels the Recall Ron Group has the paper working for them and they have abused the Open Forum to campaign for their cause and their agenda. The morning of her husband's mother's funeral they received a call saying they had posted a video clip accusing Council Member Christianson of calling someone an "idiot" during a committee meeting and shared it throughout the social media and he continues to be accused of this action without any facts supporting its truth. After a call to the Campaign Manager it was removed from their website. One member also wrote an editorial saying it isn't personal; we are just following the process of recall. Ms. Christianson feels it is personal constantly attacking Ron with lies, false accusations and mean spirited intentions. Being elected to office is a thankless job of many meetings and little pay and she is disappointed in the Recall Ron Group who is dividing the City by its actions.

Bob Enos, 905 Trott Avenue SW, spoke on the issue of Minnesota being the number one relocation for political refugees in the United States. Political refugees who come into the United States typically come into California. What has happened now is there is such a large group of political refugees in Minnesota, which has become a magnet for those refugees settled in other states when they learn that there is a community that might be more embracing or familiar and they are making the secondary migration route to Minnesota. This is an issue that will transform Willmar probably for the next 50 years. He commented on a meeting last November touching on the impact of what this type of migration may have on the community in terms of infrastructure, education, real estate, and housing.

Lori Tostenson, representing the Kandiyohi County Club/Dog Park Committee, came forward to inform the Council that the Dog Park Committee will be presenting at the June 9<sup>th</sup> Public Works/Safety Committee.

The Public Works/Safety Committee Report for May 26, 2015 was presented to the Mayor and Council by Council Member Christianson. There were eleven items for consideration.

Item No. 1        There were no public comments.

Item No. 2        Police Chief Jim Felt noted the jail census for May 26, 2015 was 148; 92 inmates from the Department of Corrections 55, inmates from Kandiyohi County, and 1 inmate from Chippewa County. The calls for service for the previous two weeks totaled 857. The majority of the calls were for traffic stops, followed by public assists and suspicious people or vehicles. The total calls for service so far this year is approximately 362 calls ahead of 2014 at this date. There was a brief discussion on an increase in Family

Service cases handled by the detective unit and another expected increase due to reporting regulations by the State. This was received by the Council for information only.

Item No. 3 Staff presented, for approval, Project No. 1405 Change Order #1 in the amount of \$5,800.00 for the Industrial Park 4<sup>th</sup> Addition. The project was awarded to R&R Excavating and included the construction of new streets, utilities, and industrial lots. Minor extra work was required to remove a concrete structure encountered while installing the sanitary sewer, additional excavating for field elevation, and reinstalling hydrants. It was the Committee’s recommendation to the Council to approve Project No. 1405 Change Order #1 to R&R Excavating in the amount of \$5,800.00.

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

RESOLUTION NO. 1

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to modify the contract for CP 1405 between the City of Willmar and R&R Excavating of Hutchinson, Minnesota by Change Order No. 1 in the increased amount of \$5,800.00.

Dated this 1st day of June, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 4 Staff presented, for information, the progress update on the Facilities Plan for lift station replacements. The Facilities Plan provided by Donohue & Associates details a Lift Station Needs Assessment for replacing four existing lift stations over the next five years. The purpose of the plan is to satisfy requirements of Chapter 7077.0272- Facilities Plan for Wastewater Treatment Systems and receive MPCA approval. The City intends to apply for funding under the State Revolving Loan Fund administered by the Minnesota Public Facilities Authority. Sandy Kimmler with Donohue & Associates will present the plan at the next Council Meeting.

Mayor Calvin recognized Sandy Kimmler, Donohue and Associates, who came forward to talk about the Facilities Plan that will be submitted to the Minnesota Pollution Control Agency. She touched briefly on each of the four lift stations that are marked for replacement, i.e., near the Fairgrounds, Gorton Avenue, Westwood Court and Armory as the four failing and included in the Facilities Plan. Alternate designs were covered along with environmental impacts and estimated costs. The MPCA has agreed to one Facilities Plan and as each lift station is built in the next five years that Facilities Plan would still be valid and the City could apply for funding through the State Revolving Fund.

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

RESOLUTION NO. 2

WHEREAS the City of Willmar recognizes the Fairgrounds lift station and force main, Armory, Gorton Avenue, and Westwood Court lift stations are aging and in need of replacement to continue providing reliable serves, and

WHEREAS the proposed lift station and force main replacements are documented in a Wastewater Facilities Plan dated May 2015 (Plan), and

WHEREAS the City of Willmar desires the Minnesota Pollution Control Agency (MPCA) to review and approve the Plan,

NOW, THEREFORE BE IT RESOLVED, that Donohue and Associates, Inc. is hereby authorized and directed to submit, on behalf of the City of Willmar, the Plan to the MPCA.

Dated this 1st day of June, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 5 Staff brought forth, for approval, the recommendation of CR-BPS for the Comprehensive Facilities Master Plan. Staff advertised a Request for Proposals in November for consultant services from experienced planning professionals interested in performing professional services related to developing the plan. Services include analysis of the City's building facilities, land, and physical plant operations in order to prioritize needs for modernization, replacement and growth. Proposals were submitted by four firms and evaluated by a staff selection committee, with CR-BPS of Minneapolis chosen as the recommended firm for the project. The approved budget for this project is \$50,000. The Committee recommendation to the Council was to approve the recommendation of CR-BPS for the Comprehensive Facilities Master Plan subject to review of the proposal.

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

RESOLUTION NO. 3

Whereas the City of Willmar desires to enter into A Professional Services Agreement with CR-BPS to complete a Comprehensive Facilities Master Plan for the analysis of the City's building facilities, land and physical plant operations in the amount not to exceed \$50,000.00; and

Whereas an agreement has been prepared detailing the terms of the services;

Now therefore be it resolved by the City Council of the City of Willmar that said agreement be approved and that the Mayor and City Administrator be authorized to execute the same.

Dated this 1st day of June, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 6 Staff brought forth, for information, the Civic Center HVAC bids are to be opened on May 27<sup>th</sup> and will be presented at the next Council Meeting. The work consists of replacing the dehumidification system in the Cardinal Arena, providing a new dehumidification system in the Blue Line Arena, infrared heater adjustments, replacing outdated electrical equipment in the Cardinal Arena, and a new ventilation system.

At this time Public Works Director Christensen will present the bid results for award by resolution.

Public Works Director Sean Christensen presented the results of the bids and explained the City included an alternate for a new all-inclusive product that on the inside looks and acts like a standard HVAC but includes the insulation and mechanical devices to hold it together. This alternate was in the bid with the option of add or deduct. It was staff's recommendation to the Council to award the bid to Cool Air Mechanical in the amount of \$595,800 which includes a deduct of \$3,000.

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

RESOLUTION NO. 4

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Cool Air Mechanical of Ham Lake, Minnesota for the Civic Center HVAC System Improvements is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$595,800.00.

Dated this 1st day of June, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 7 Staff brought forth, for approval, acceptance of the bid from Land Pride Construction for the utility improvements at 313 4<sup>th</sup> Street SW. Quotes were solicited for the fire and water service installation of the property, commonly known as Foxhole Brewery. Four quotes were received, with the lowest being from Land Pride Construction in the amount of \$24,758.00. \$30,000 has been bonded for the project and is 100% assessed. The capitalization needs of the organization were discussed and a concern was voiced of supporting enterprises in this manner. This process has been followed previously and is allowed per State Statute. The Committee was recommending to the Council to accept the bid from Land Pride Construction for the utility improvements in the amount of \$24,758.00 and authorize the Mayor and Administrator to execute the necessary documents. The motion carried.

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

RESOLUTION NO. 5

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Land Pride Construction of Paynesville, Minnesota for the 313 4<sup>th</sup> Street SW Utility Improvements is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$24,758.00.

Dated this 1st day of June, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 8 Staff brought forth, for approval, the construction of a fence for the new dog park at the Lion's Park by Andi's FenceAll. Part of the Park Development Plan includes the creation of a dog park at Lion's Park. One quote was received to construct a chain-link commercial grade fence by Andi's FenceAll in the amount of \$21,495.55. \$150,000 was budgeted in the CIP for Park Development and included the purchase and construction of the fence. The Committee discussed whether the dog park had been approved and if it should be considered park development. More information was requested from the involved parties including the KC Dog Club.

A motion was made by Council Member Anderson to table the approval of constructing a dog fence at Lion's Park until further information is received at the next Public Works/Safety meeting by Steve Brisendine and involved organizations. This item was tabled.

Item No. 9 Staff brought forth, for approval, the replacement of the scoreboard at Swansson Field by Daktronics in the amount of \$17,236.00. The scoreboard is scheduled for replacement and one quote was received from Daktronics for an outdoor aluminum LED baseball/softball scoreboard through the Minnesota Service Cooperative Contract #AEPA IFB #012-H. The purchase would also be deducted from the \$150,000 budgeted in the CIP for Park Development. The Committee discussed whether the scoreboard should be considered park development and the importance of this field as it is used more frequently and the purchase would be an obligation to those teams. It was recommended by the Committee to approve the replacement of the scoreboard at Swansson Field by Daktronics in the amount of \$17,236.00. The motion carried.

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

RESOLUTION NO. 6

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the purchase and installation of the Swansson Field Scoreboard is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$17,236.00.

Dated this 1st day of June, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 10 Staff brought forth, for approval, the acceptance of the bid and to award the contract to Duininck, Inc. for Project No. 1504. Staff advertised for bids for the path overlay and striping of the North 7<sup>th</sup> Street path, Hedin Park path, Robbins Island Beach path, and the Lakeland Drive path on May 8<sup>th</sup>. Bids were opened on May 26<sup>th</sup> and one bid was received from Duininck, Inc. in the amount of \$171,492.75. Discussion included the preference of paths created on the roadway to allow single maintenance of the street and path together. The recommendation by the Committee to the Council was to accept the bid and award the contract to Duininck, Inc. for Project No. 1504 in the amount of \$171,492.75 and authorize the Mayor and Administrator to execute the necessary documents. The motion carried.

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

RESOLUTION NO. 7

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Duininck Inc. of Prinsburg, Minnesota for Project No. 1504 is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$171,492.75.

Dated this 1st day of June, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday

Attest: City Clerk

Item No. 11 It was noted the Public Works staff started pothole patching, Precision Concrete is fixing a trip hazard at Taunton Stadium before the Stinger's first game on May 28<sup>th</sup>, and the tentative grand opening for the Auditorium was scheduled for June 25<sup>th</sup> but due to scheduling conflicts it may be delayed to a later date. Potholes along 2<sup>nd</sup> Street SE between Minnesota Avenue and Olena Avenue are to be addressed. The Committee requested Steve Brisendine present an update on the Ride Respect Return yellow bike program.

Community Education and Recreation Director Steve Brisendine gave a brief update on the Yellow Bike Program which was unveiled on May 15<sup>th</sup> starting with 42 bikes in the program and 20 yellow bike racks. The goal is to get 75-100 bikes on the road this summer. Jennie-O Turkey Stores has donated \$5,000 which is being used to refurbish the bikes. The theme is "Ride, Respect and Return."

Council Member Fagerlie encouraged everyone to vote at the Pet Safe site and vote for your Dog Park.

The Public Works/Safety Committee Report for May 26, 2015, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Member Christianson, seconded by Council Member Anderson, and carried.

The Labor Relations Committee Report for May 27, 2015 was presented to the Mayor and Council by Council Member Dokken. There were eight items for consideration.

Item No. 1 As referred from the April 29, 2015 Labor Relations Committee meeting, the Committee considered a Memorandum of Agreement (MOA) to the Department Head, First Line Supervisor, Confidential Employees contract, whereby Section 14.2 of Article XIII allows for a temporary one-time pay adjustment for additional duties assigned. Senior Engineering Technician Lynden Wittman assumed the role and additional responsibilities of the Engineering Department for the City for the time period of September 14, 2012 to March 13, 2014; approximately 18 months during the absence of a Public Works Director. The matter has been discussed and approved by the bargaining unit and it is staff's recommendation to approve the MOA. The question was raised as to whether or not the MOA had been approved by Labor Attorney Frank Madden. The Committee's recommendation to the Council is to approve the Memorandum of Agreement as presented contingent upon approval of the document by Labor Attorney Frank Madden.

Council Member Dokken made a motion to approve the MOA as recommended. Council Member Christianson seconded the motion. It was at this time Interim City Administrator Kevin Halliday informed the Council he has not heard comment on the MOA from Labor Attorney Frank Madden.

Council Member Nelsen made a motion to table the action until such time as the Labor Attorney has approved the Memorandum of Agreement. Council Member Anderson seconded the motion, which carried.

Item No. 2 During Public Committee, Steve Gardner, 2645 SW 19<sup>th</sup> Avenue, commented on the agenda item "Open Forum Protocol" and the need to discuss it. He felt it inappropriate for Committee members to make comments about members of the general public who exercise their right to speak. The Council should carefully consider the effects of limiting effective speech by the public at any meeting. The Council needs to begin the healing process that the City so desperately needs.

Jessica Rohloffs, 3501 SE 15<sup>th</sup> Avenue, commented that there are times people don't agree with what's said during the Open Forum. Parameters need to be set to maintain civility, yet people should be given the right to be heard.

Item No.3 Council Member Ahmann brought forth information from the Mayor's Handbook published by the League of Minnesota Cities, along with examples of Open Forum Protocol from several other cities. The Committee discussed several examples including limiting the amount of people who speak, allowing a citizen to speak twice a year, having Open Forum at the Committee level, and also limiting it to 15 minutes and not recording any audio or video for this portion of the agenda.

What direction the Committee wanted to take on the matter was discussed at length and it was the consensus of the members that it is a sensitive issue and future discussion and input is necessary. This matter was for information only.

Item No. 4 Interim City Administrator Kevin Halliday informed the Committee that he, Mayor Calvin and Council Member Steve Ahmann have met with League of Minnesota Cities (LMC) staff member, Dan Greensweig, to discuss Council/Staff training. Correspondence as presented from the LMC gave a brief description of one of their presentations which covers the legal rubric for Council operation and touches on individual Council roles and personal liability. The presentation summarizes the open meeting law and data practices laws. Interim City Administrator Kevin Halliday presented a proposed schedule whereby the Council can attend the presentation prior to a Council meeting with a meal in-between and that City staff would have training sessions earlier in the day.

The Committee's recommendation to the Council is to authorize staff to work with LMCIT to coordinate training sessions with staff and Council and work out the logistics. Council Member Dokken moved to accept the recommendation of the Committee. Council Member Anderson seconded the motion, which carried.

Item No. 5 Mayor Calvin requested the Committee consider compensation for the additional work assignment for the job duties of Interim City Administrator taken on by City Clerk Kevin Halliday. The City Council appointed City Clerk Halliday as Interim City Administrator on April 16<sup>th</sup> when he took on the critical and immediate job duties of the City Administrator while continuing the duties of City Clerk. The City Clerk-Treasurer's current salary of \$91,915 and the vacated City Administrator contracted salary of \$118,750 totals \$210,665. The combined temporary salary of \$118,750 is suggested (annualized until the hour a new City Administrator is under contract). The incremental impact could be estimated with seven months' worth at 7/12's of \$26,835 or \$15,650.00.

The question was raised by Council Member Anderson as to how much of the actual City Administrator's job is not being done by Mr. Halliday such as not participating in contract negotiations nor counseling department directors. The Committee's recommendation to the Council was for the Mayor and Interim City Administrator to look at the current City Administrator job description and see what duties apply to the Interim City Administrator and bring this information to the next meeting.

Council Member Dokken made the motion to concur with the Committee's recommendation to look at the duties to see which apply. Council Member Christianson seconded the motion, which carried.

Item No. 6 Interim City Administrator Kevin Halliday informed the Committee that members of the Safety Committee have voiced concerns with the ever-increasing cost of steel-toed boots required to be worn by some employees. The adopted policy allows a City cost share of \$125.00, which is a rate that is over a decade old. Staff recommends increasing the rate to \$175.00 as it appears to cover local costs of quality boots, with the exception of super sole ice boots worn by Ice Arena staff.

The Committee was recommending the Council increase the City cost participation for safety footwear from \$125.00 to \$175.00 contingent upon approval of Labor Attorney Frank Madden that this is not a negotiated item within the labor contracts. Interim City Administrator Kevin Halliday informed the Council that Labor Attorney Frank Madden had no conflict with any labor contracts, but he did make a recommendation to amend the Personnel Policy (6.7) striking out the City's share being 100% and amending it to be "up to \$175.00" for safety footwear.

Council Member Dokken amended the motion of the Labor Relations Committee to include the changes indicated by Labor Attorney Frank Madden. Council Member Christianson seconded the motion, which carried.

Item No. 8 Interim City Administrator Kevin Halliday brought forward for consideration a contract for City Prosecutor Legal Services received from Anderson Law Offices. The issue was raised of having the City's criminal attorney provide civil legal services to enforce local ordinances including, but not limited to, the enforcement of exterior storage zoning violations. Mr. Halliday has contacted the City's civil law firm which concurred allowing the criminal attorney to proceed with some civil code enforcement makes sense. The cost to the City is at an hourly rate of \$125.00. The agreement has been reviewed by City Attorney Robert Scott.

The Committee was recommending the Council approve the contract for Prosecutor Legal Services from Anderson Law Office and authorize the Mayor and City Administrator to execute it on behalf of the City.

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

RESOLUTION NO. 8

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to enter into a contract between the City of Willmar and Anderson Law Offices to provide prosecution services to enforce local ordinances including, but not limited to, the exterior storage zoning violations for the City of Willmar.

Dated this 1st day of June, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 8 Council Member Ahmann announced that if any member of the Council has specific courses they would like included in the training sessions, they should contact either him, the Mayor or Kevin Halliday.

The Labor Relations Committee Report for May 27, 2015, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Member Dokken, seconded by Council Member Anderson, and carried.

Interim City Administrator Kevin Halliday presented an application for consideration of a City Park Special Event by On-Sale Liquor License Holder. Willmar Fests, Inc. will be holding a Beach Party at Robbins Island on June 27, 2015, with plans to serve a full array of liquor. A permit is required for a special event such as this to allow a State Liquor Caterer License Holder to distribute alcohol on the City park grounds. The Bakers Creek Eatery, LLC dba The Oaks at Eagle Creek has applied for the permit with the on-site employee listed as Dave Baker. The application has been approved by the Willmar Community Education and Recreation Board in May, 2015. A motion was made by Council Member Anderson, seconded by Council Member Fagerlie to approve the Beach Party Special Event. The motion carried on a roll call vote of 7 Ayes, Noes 0.

Announcements for Council Committee meeting dates were as follows: Finance, 4:45 p.m. at City Hall, June 8; Public Works/Safety, 4:45 p.m. at City Hall, June 9; and Labor Relations, 4:45 p.m. at City Hall, June 10, 2015.



A meeting of the Full Council/Labor Relations Committee is tentatively set for June 17, 2015 at 4:45 p.m. to review the Request for Proposals for the firm to perform the Executive Search for a City Administrator.

Council Member Christianson offered a motion to adjourn the meeting with Council Member Anderson seconding the motion, with carried. The meeting adjourned at 8:40 p.m.

Attest:

\_\_\_\_\_  
MAYOR

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

**WILLMAR MUNICIPAL UTILITIES MINUTES**  
**MUNICIPAL UTILITIES AUDITORIUM**  
**JUNE 8, 2015**

The Municipal Utilities Commission met in its regular meeting on Monday, June 8, 2015 at 11:45 a.m. in the Municipal Utilities Auditorium with the following Commissioners present: Dan Holtz, Jeff Nagel, Joe Gimse, and Justin Mattern. Absent were Commissioners Matt Schrupp, Carol Laumer, and Abdirizak Mahboub.

Others present at the meeting were: Director of Finance Tim Hunstad, Power Production Supervisor Jon Folkedahl, Customer Service Supervisor Stacy Stien, Administrative Secretary Beth Mattheisen, Water & Heating Supervisor Joel Braegleman, Staff Electrical Engineer Jeron Smith, City Attorney Steve Nyhus (via teleconference), West Central Tribune Journalists David Little & Jacob Belgium, Kristian Nyberg, and Erik Hatlestad.

Due to the absences of President Schrupp and Secretary Laumer, Vice President Holtz opened the meeting by appointing Commissioner Gimse to serve as Acting Secretary. Following the appointment, Vice President Holtz requested the Commission to offer a resolution to approve the Consent Agenda. Following review and discussion, Commissioner Nagel offered a resolution to approve the Consent Agenda as presented. Commissioner Gimse seconded.

**RESOLUTION NO. 25**

“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 May 26, 2015 Commission meeting; and,
- ❖ Bills represented by vouchers No. 143433 to No. 143492 inclusive in the amount of \$595,433.22.

Dated this 8<sup>th</sup> day of June, 2015.

\_\_\_\_\_  
Vice President

ATTEST:

\_\_\_\_\_  
Acting Secretary

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

At 11:50 a.m., Commissioner Holtz next proceeded to call to order the public hearing to discuss the proposed Residential Net Energy Service Rate (electric). In attendance to express their public concerns/opinions regarding the proposed rate were: 1) Kristian Nyberg of CURE (Montevideo); and, 2) Erik Hatlestad of MN Public Interest Research Group (MPIRG). The gentlemen each expressed their concerns that the proper statutes and regulations are followed regarding fixed rates and charges associated with the proposed electric rate. Director of Finance Hunstad confirmed that all Minnesota state statutes and regulations were being adhered to with no additional fixed charge being applied to the rate.

With no further comment from the public, Commissioner Holtz closed the public hearing at 11:57 a.m.

Following the close of the public hearing, the Commission continued to further discuss the need to establish the proposed electric rate. State statutes requires municipal utilities to use a uniform statewide contract for all interconnections with qualifying facilities that have the capacity to produce less than 40 kilowatts of energy (i.e. solar and wind powered facilities). When the energy generated by the qualifying facility exceeds that supplied by WMU during a billing period, WMU would compensate the qualifying facility for the excess energy at the average retail utility energy rate. Staff was requesting the Commission to approve this rate at 10.03 cents per kilowatt hour. Following approval by the Commission, the proposed rate would be presented to the City Finance Committee today at their 4:45 p.m. meeting. The recommendation of the Finance Committee would then be forwarded on to the City Council (June 15<sup>th</sup> meeting) for consideration. The City Council would subsequently schedule a public hearing (July 6<sup>th</sup>) to consider authorization, through an ordinance, the proposed Residential Net Energy Service Rate. Following further discussion, Commissioner Gimse offered a resolution to approve the proposed Residential Net Energy Service Rate at 10.03 cents per kilowatt hour beginning in July 2015 (tentatively). Commissioner Nagel seconded.

#### **RESOLUTION NO. 26**

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

Director of Finance Hunstad presented the Commission with the following utility-related financial reports for review and discussion. These informational reports and analyses included:

1. March 2015 Financial Statements
2. April 30, 2015 Investment Review

Water & Heating Supervisor Braegelman informed the Commission of the need to submit a request to the Minnesota Dept. of Health for a variance to reduce the amount of fluoride concentration in Willmar's water supply system. This variance will allow the fluoride concentration to be reduced to an average of 0.7 milligrams per liter (current level is approximately 0.12). This new guideline was modified by the US Dept. of Health & Human Service (HHS) and the Center for Disease Control & Prevention (CDC). The updated HHS and CDC recommendation was based on balancing the benefits of preventing tooth decay while limiting any potential negative health effects of high fluoride consumption (specifically teeth discoloration). This was for information only.

Director of Finance Hunstad requested input from the Commissioners to narrow down possible dates to conduct a Strategic Planning Session. It was the consensus of the Commission, to target Saturdays in July for possible consideration (excluding July 4<sup>th</sup>). Once the date, time and location have been confirmed, notices will be forward to all attendees.

Director of Finance Hunstad reminded the Commissioners of a number of upcoming meetings/events to note. These include:

- City Finance Committee Meeting – June 8 (today) @ 4:45 p.m.
- APPA National Conference (Minneapolis) – June 5-10
- WMU Labor Committee Meeting – June 22 @ 1:00 p.m.
- MMUA Annual Summer Conference (Breezy Point) – August 17-19

There being no further business to come before the Commission, Commissioner Mattern made a motion to adjourn the meeting. Commissioner Gimse seconded the motion, and the meeting was adjourned at 12:15 p.m. by a vote of four ayes and zero nays

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

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Beth Mattheisen  
Administrative Secretary

ATTEST:

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Joe Gimse, Acting Secretary

**RESOLUTION NO. 26**

BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the rates for Residential Net Energy Service Rate be set as follows:

**Section 1. ELECTRIC RATES**

**Residential Net Energy Service Rate**

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

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

BE IT FURTHER RESOLVED that this resolution be forwarded to the City Council of the City of Willmar with a recommendation to approve an ordinance authorizing the above rates.

Dated this 8<sup>th</sup> day of June, 2015.

\_\_\_\_\_  
Vice President

ATTEST:

\_\_\_\_\_  
Acting Secretary

**WILLMAR PLANNING COMMISSION  
CITY OF WILLMAR, MN  
WEDNESDAY, JUNE 10, 2015**

**MINUTES**

1. The Willmar Planning Commission met on Wednesday, June 10, 2015, at 7:00 p.m. at the Willmar City Offices Conference Room #2.

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

**Members Absent:** Rolf Standfuss.

**Others Present:** David Parker, Paul Parker, and Megan DeSchepper-Planner.

2. MINUTES: The minutes of the May 13, 2015 meeting were approved as submitted.
3. ABBOTT DR SE STREET R/W VACATION-FILE NO. 15-01: David Parker presented a petition to vacate a portion of Abbott Dr. SE on behalf of the Kenneth R. Parker Revocable Living Trust of property adjoining said street described as follows: Lot 1 of Block 1, Lots 1-5, both inclusive, of Block 1 and Outlots A and B of South Industrial Park. Mr. Parker explained that they want to put all of the land they own into the RIM (Reinvest in MN) program which is a permanent conservation easement of the land in which they will own the land but the state controls how it's used (recreational only no development or streets).

Staff comments were reviewed and discussed (see Attachment A).

The Commission talked about access for adjacent properties. Mr. Parker said they can traverse the land with tractors or trucks just can't have a street. Staff added that there was a request by Municipal Utilities and Kandiyohi Power Co-Op for a 20' utility easement to cover electric wires in the west portion of the right-of-way. Mr. Parker was unsure if the RIM program will accept the land with a utility easement. The Commission advised Mr. Parker to explore the utility easement with the RIM program as well as local Utilities.

Mr. Gardner made a motion, seconded by Mr. Larson, to approve the resolution to vacate the platted right-of-way as described above with a 20' utility easement along the west side of the right-of-way and forward it onto the City Council for adoption.

The motion carried.

4. CENTRAL BUSINESS DISTRICT DESIGN STANDARDS UPDATE (INFORMATION ONLY): Staff updated the Commission on the draft design standards for the Central Business District. The Subcommittee has met once and has a good start on standards based off a draft started by Adam Arvidson several years ago.
5. There being no further business to come before the Planning Commission, the meeting adjourned at 7:28 p.m.

Respectfully submitted,



Megan M. DeSchepper, AICP  
Planner/Airport Manager

PLANNING COMMISSION-JUNE 10, 2015

STAFF COMMENTS

1. ABBOTT DR SE STREET R-O-W VACATION FILE NO. 15-01:

- David Parker, Paul Parker, Rebecca Parker, Peter E. Poss, Emilie N. Poss submitted a petition on behalf of the Kenneth R. Parker Revocable Living Trust to vacate a portion of Abbott Dr. SE adjoining the following real estate: Lot 1 of Block 1, Lots 1-5, both inclusive, of Block 2 and Outlots A and B of South Industrial Park.
- The portion of r-o-w petitioned for vacation has never been improved into a street.
- All the above described lots will be entered into the RIM program, a permanent wildlife easement program in which development is never allowed.
- Public and private utilities were contacted regarding the petition. Their comments are as follows:
  - Engineering-** There is no water line in the r-o-w; however will the lots have access? One possible solution, retain the entire right-of-way as easement 70' to protect the electric utility line and protect access. Or vacate entire plat?
  - MUC-** there is electrical line on the northwest side of the r-o-w that an easement will have to be retained as well as a Kandi Power Co-op line, a 20' wide easement along the northwest portion of the right-of-way is being requested to be retained.
- **Questions-** Does MNDOT get half of the vacated r-o-w as street vacations are split 50/50 to abutting land owners? Will the property owners to the north have access? Will the RIM program accept the land with easements? All the platted lots should be combined as they otherwise will not have legal access and there will be value concerns? Who drafts the easement?

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RECOMMENDATION: Approve the vacation with retention of a 20' utility easement.

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
ACCESS DATA GROUP LLC			002937							
	42888	06/10/15	SOFTWARE MTCE AGRMT	489.75		63154		D N	PREPAID EXPENSES	101.128000
	42888	06/10/15	SOFTWARE MTCE AGRMT	1,469.25		63154		D N	MTCE. OF EQUIPME	101.42411.0334
			VENDOR TOTAL	1,959.00		*CHECK TOTAL				
ALEX AIR APPARATUS INC			002061							
	42889	06/10/15	ELECTRIC FAN	2,254.85		27544		D N	SMALL TOOLS	101.42412.0221
ALPHA TRAINING & TACTICS			003136							
	42890	06/10/15	CLOTHING-EXPLORER PRGRM	352.00		2015105		D N	SUBSISTENCE OF P	802.42411.0227
	42890	06/10/15	SWAT TASER POUCHES	129.50		2015145		D N	SMALL TOOLS	101.42411.0221
			VENDOR TOTAL	481.50		*CHECK TOTAL				
AMERICAN WELDING & GAS I			000057							
	42891	06/10/15	FIRE EXT. REFILL	50.40		03264075		D N	MTCE. OF EQUIPME	101.42411.0334
	42891	06/10/15	WELDING GAS	35.72		03305354		D N	GENERAL SUPPLIES	101.43425.0229
	42891	06/10/15	WELDING GAS	21.46		03305620		D N	GENERAL SUPPLIES	101.43425.0229
			VENDOR TOTAL	107.58		*CHECK TOTAL				
AMERIPRIDE LINEN & APPAR			000051							
	42892	06/10/15	TOWEL SERVICE	25.70		2200643259		D N	CLEANING AND WAS	101.43425.0338
	42892	06/10/15	TOWEL SERVICE	28.60		2200643262		D N	CLEANING AND WAS	101.43425.0338
	42892	06/10/15	TOWEL SERVICE	25.70		2200648484		D N	CLEANING AND WAS	101.43425.0338
	42892	06/10/15	TOWEL SERVICE	32.65		2200648487		D N	CLEANING AND WAS	101.43425.0338
			VENDOR TOTAL	112.65		*CHECK TOTAL				
ANCOM COMMUNICATIONS			003027							
	42893	06/10/15	RADIO/FIRECOM CABLE	220.00		24174-00		D N	MTCE. OF EQUIPME	101.42412.0224
ANDERSON LAW OFFICES			002954							
	42894	06/10/15	LEGAL SERVICES-MAY	9,945.08		STMT/5-15		D M 07	PROFESSIONAL SER	101.41406.0446
APPERT'S FOOD SERVICE			002526							
	42895	06/10/15	CONCESSION SUPPLIES	1,491.69		506030107		D N	GENERAL SUPPLIES	101.45437.0229
BAKER ELECTRIC SERVICES			000088							
	42896	06/10/15	WIRED A/C CONDENSOR	236.92		12662		D N	MTCE. OF STRUCTU	101.42412.0225
	42896	06/10/15	WIRED A/C CONDENSOR	291.00		12662		D N	MTCE. OF STRUCTU	101.42412.0335
			VENDOR TOTAL	527.92		*CHECK TOTAL				
BATTERY WHOLESALE INC			002860							
	42897	06/10/15	RESALE BATTERY	270.95		486WIL		D N	INVENTORIES-MDSE	101.125000

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
BCA CJTE			000095											
	42884	06/02/15	ONLINE RECERTIF. TRNG	75.00		7582		D	N				TRAVEL-CONF.-SCH	101.42411.0333
	42884	06/02/15	ONLINE RECERTIF. TRNG	75.00		7583		D	N				TRAVEL-CONF.-SCH	101.42411.0333
	42884	06/02/15	ONLINE RECERTIF. TRNG	75.00		7584		D	N				TRAVEL-CONF.-SCH	101.42411.0333
	42884	06/02/15	ONLINE RECERTIF. TRNG	75.00		7585		D	N				TRAVEL-CONF.-SCH	101.42411.0333
			VENDOR TOTAL	300.00		*CHECK TOTAL								
BEHRENBRINKER/STEPHEN C			003160											
	42898	06/10/15	ASSESSING SERVICES	3,200.00		060115		D	M	07			PROFESSIONAL SER	101.41404.0446
BENNETT OFFICE TECHNOLOG			000099											
	42899	06/10/15	TONER	229.00		221828		D	N				OFFICE SUPPLIES	208.45005.0220
BERNICK'S PEPSI-COLA CO			000103											
	42900	06/10/15	COFFEE	78.96		3440		D	N				GENERAL SUPPLIES	101.43425.0229
BLEESS AUTOMOTIVE INC			.01447											
	42901	06/10/15	SIGN DEPOSIT REF 2015-5	100.00		2015-05		D	N				DEPOSITS-SIGN PE	101.230001
BOGLE/KATHRYN			.02256											
	42902	06/10/15	REFUND SHELTER DEPOSIT	50.00		060415		D	N				DEPOSITS	101.230000
BSE			001980											
	42903	06/10/15	ELECTRICAL PARTS	70.93		909365923		D	N				MTCE. OF STRUCTU	101.43425.0225
	42903	06/10/15	LIGHT BULBS	153.44		909380157		D	N				MTCE. OF STRUCTU	101.41408.0225
	42903	06/10/15	LIGHT LENS COVER	20.45		909388642		D	N				MTCE. OF STRUCTU	101.45427.0225
			VENDOR TOTAL	244.82		*CHECK TOTAL								
BSN SPORTS INC			003001											
	42904	06/10/15	PITCHING MACHINES	742.73		96875513		D	N				SMALL TOOLS	101.45432.0221
	42904	06/10/15	6 SEATER BENCHES	391.96		96875513		D	N				SMALL TOOLS	101.45432.0221
	42904	06/10/15	SOFTBALL SUPPLIES	4,904.21		96875513		D	N				GENERAL SUPPLIES	101.45432.0229
			VENDOR TOTAL	6,038.90		*CHECK TOTAL								
BUSINESSWARE SOLUTIONS			002776											
	42905	06/10/15	PRINT/PAGE COUNT	4.98		237534		D	N				OFFICE SUPPLIES	101.41400.0220
	42905	06/10/15	PRINT/PAGE COUNT	39.02		237534		D	N				OFFICE SUPPLIES	101.41402.0220
	42905	06/10/15	PRINT/PAGE COUNT	11.94		237534		D	N				OFFICE SUPPLIES	101.41403.0220
	42905	06/10/15	PRINT/PAGE COUNT	16.87		237534		D	N				OFFICE SUPPLIES	101.41404.0220
	42905	06/10/15	PRINT/PAGE COUNT	132.78		237534		D	N				OFFICE SUPPLIES	101.41405.0220
	42905	06/10/15	PRINT/PAGE COUNT	47.73		237534		D	N				OFFICE SUPPLIES	101.41409.0220
	42905	06/10/15	PRINT/PAGE COUNT	100.60		237534		D	N				OFFICE SUPPLIES	101.42411.0220
	42905	06/10/15	PRINT/PAGE COUNT	44.41		237534		D	N				OFFICE SUPPLIES	101.43417.0220
	42905	06/10/15	PRINT/PAGE COUNT	110.79		237534		D	N				OFFICE SUPPLIES	101.43425.0220
	42905	06/10/15	PRINT/PAGE COUNT	17.19		237534		D	N				OFFICE SUPPLIES	101.45433.0220
	42905	06/10/15	PRINT/PAGE COUNT	1.41		237534		D	N				OFFICE SUPPLIES	101.45435.0220
	42905	06/10/15	PRINT/PAGE COUNT	138.00		237534		D	N				OFFICE SUPPLIES	651.48484.0220



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INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CHARTER COMMUNICATIONS			000736											
	42915	06/10/15	MONTHLY PHONE SERVICE	144.30		2191/6-15		D	N				COMMUNICATIONS	101.41409.0330
CIVIL AIR PATROL MAGAZIN			003103											
	42916	06/10/15	ADVERTISING	145.00		2704351 R		D	N				ADVERTISING	101.42411.0447
CLARKE MOSQUITO CONTROL			002157											
	42917	06/10/15	MOSQUITO CNTL CHEMICAL 2,770.83			5065916		D	N				GENERAL SUPPLIES	101.43425.0229
COLEPAPERS INC			000170											
	42918	06/10/15	TOILET TISSUE/HAND TWLS	296.45		9093420		D	N				GENERAL SUPPLIES	101.45435.0229
COMPUTER PROF. UNLIMITED			000065											
	42919	06/10/15	CAMA MONTHLY SUPPORT-JUN	156.00		JUNE		D	N				PROFESSIONAL SER	101.41404.0446
COMPUTER RENAISSANCE			000196											
	42920	06/10/15	SIGN DEPOSIT REF 2015-7	100.00		2015-07		D	N				DEPOSITS-SIGN PE	101.230001
CONCORDE BANK			002887											
	42921	06/10/15	2013 HOSP REV BOND-I	2,611.58		06012015		D	N				INTEREST	350.47402.0444
CONNEY SAFETY PRODUCTS			000176											
	42922	06/10/15	FIRST AID SUPPLIES	563.77		04933208		D	N				SUBSISTENCE OF P	101.45437.0227
	42922	06/10/15	FIRST AID SUPPLIES	14.85		04933927		D	N				SUBSISTENCE OF P	101.45437.0227
			VENDOR TOTAL	578.62		*CHECK TOTAL								
				578.62										
CROW CHEMICAL & LIGHTING			000186											
	42923	06/10/15	CLEANING SUPPLIES	30.20		5453		D	N				CLEANING AND WAS	101.43425.0228
CUB FOODS			000189											
	42924	06/10/15	POP-HAZ MAT TRNG	8.16		041015		D	N				TRAVEL-CONF.-SCH	101.42412.0333
	42924	06/10/15	DONUTS-HAZ MAT TRNG	17.98		041115		D	N				TRAVEL-CONF.-SCH	101.42412.0333
	42924	06/10/15	DONUTS-HAZ MAT TRNG	17.98		041215		D	N				TRAVEL-CONF.-SCH	101.42412.0333
	42924	06/10/15	DONUTS-HAZ MAT TRNG	17.98		050215		D	N				TRAVEL-CONF.-SCH	101.42412.0333
	42924	06/10/15	DONUTS-HAZ MAT TRNG	10.56		050315		D	N				TRAVEL-CONF.-SCH	101.42412.0333
			VENDOR TOTAL	72.66		*CHECK TOTAL								
				72.66										
CZECH-SCHWANDT/DENISE			003137											
	42925	06/10/15	MILEAGE 3/6-5/29/15	285.78		06/01/15		D	N				TRAVEL-CONF.-SCH	101.41409.0333
DELTA DENTAL OF MINNESOT			002867											
	42926	06/10/15	DENTAL INSURANCE-JUNE	206.95		6010570		D	N				COBRA INS PREMIU	101.120001
DEPT OF HUMAN SERVICES			002914											
	42927	06/10/15	#22 RICE CARE CENTER-	25,164.49		00000277572		D	N				OTHER CHARGES	101.41428.0449

Vendor Payments History Report  
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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
DIAMOND VOGEL PAINT CENT			000205											
	42928	06/10/15	PAINT FOR WALLS	75.78		821058061		D	N				MTCE. OF STRUCTU	101.45433.0225
	42928	06/10/15	TRAFFIC PAINT	1,111.50		821058081		D	N				GENERAL SUPPLIES	101.43425.0229
	42928	06/10/15	PARTS FOR SPRAY GUNS	54.70		821058083		D	N				MTCE. OF EQUIPME	101.43425.0224
	42928	06/10/15	TRAFFIC PAINT	741.00		821058111		D	N				GENERAL SUPPLIES	101.43425.0229
	42928	06/10/15	TRAFFIC PAINT	518.70		821058139		D	N				GENERAL SUPPLIES	101.43425.0229
	42928	06/10/15	BEADS FOR TRAFFIC PAINT	177.00		821058144		D	N				GENERAL SUPPLIES	101.43425.0229
	42928	06/10/15	TRAFFIC PAINT	437.90		821058191		D	N				GENERAL SUPPLIES	101.43425.0229
	42928	06/10/15	TRAFFIC PAINT	429.50		821058247		D	N				GENERAL SUPPLIES	101.43425.0229
			VENDOR TOTAL	3,546.08		*CHECK TOTAL								
DONOHUE & ASSOCIATES			002293											
	42929	06/10/15	BIOSOLIDS/FOG EVALUATION	528.29		12812-05		D	N				PROFESSIONAL SER	651.48484.0446
	42929	06/10/15	PLAN FOR REPL 4 L.S.	14,448.79		12898-01		D	N				PROFESSIONAL SER	651.48485.0446
			VENDOR TOTAL	14,977.08		*CHECK TOTAL								
DOOLEY'S PETROLEUM INC			002163											
	42930	06/10/15	4,000 GALLONS UNLEADED	9,855.96		7129230		D	N				INVENTORIES-MDSE	101.125000
	42930	06/10/15	4,004 GALLONS DIESEL	7,781.97		7129230		D	N				INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	17,637.93		*CHECK TOTAL								
DUININCK CONCRETE			000151											
	42931	06/10/15	CONCRETE-ARCHERY RANGE	436.80		70407		D	N				MTCE. OF OTHER I	101.43425.0226
DUININCK INC			000222											
	42932	06/10/15	WILLMAR AVE IMPROVEME	33,659.13		1302-A-EST. 4		D	N				MTCE. OF OTHER I	413.48452.0336
	42932	06/10/15	ARCHERY RANGE PROJECT	203.42		518549		D	N				MTCE. OF OTHER I	101.43425.0226
	42932	06/10/15	BITUMINOUS MIX	2,629.40		518603		D	N				MTCE. OF OTHER I	101.43425.0226
			VENDOR TOTAL	36,491.95		*CHECK TOTAL								
DYNA SYSTEMS			000223											
	42933	06/10/15	GRINDER WHEELS	106.67		20898426		D	N				SMALL TOOLS	101.43425.0221
EMERGENCY RESPONSE SOLUT			003048											
	42934	06/10/15	SCBA MASK PARTS	451.10		4228		D	N				MTCE. OF EQUIPME	101.42412.0224
	42934	06/10/15	TESTED SCBA-LABOR	58.60		4260		D	N				MTCE. OF EQUIPME	101.42412.0334
			VENDOR TOTAL	509.70		*CHECK TOTAL								
ENGAN ASSOCIATES P.A.			000240											
	42935	06/10/15	RENOVATION DESIGN FEE	550.00		2014-493		D	N				BUILDINGS AND ST	450.45427.0551
EXPLORE MN TOURISM			002245											
	42936	06/10/15	ONLINE ADVERTISING	1,675.00		060815		D	N				OTHER CHARGES	208.45010.0449



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
FIVE-STAR PUMPING 000234														
	42945	06/10/15	BIOSOLIDS/LAND APPLN	3,355.00		3628		D	N				OTHER SERVICES	651.48486.0339
	42945	06/10/15	BIOSOLIDS LAND APPLIC	2,860.40		3629		D	N				OTHER SERVICES	651.48486.0339
	42945	06/10/15	BIOSOLIDS LAND APPLIC.	2,062.50		3630		D	N				OTHER SERVICES	651.48486.0339
				8,277.90									*CHECK TOTAL	
			VENDOR TOTAL	8,277.90										
FLAHERTY & HOOD P.A. 001449														
	42946	06/10/15	LEGAL SERVICES-MAY	6,207.89		7840		D	M	07			PROFESSIONAL SER	101.41406.0446
FLATTEN/CHRISTOPHER 002647														
	42947	06/10/15	FUEL REIMBURSEMENT	59.50		687		D	N				MOTOR FUELS AND	101.42411.0222
	42947	06/10/15	K-9 TRAINING 5/11-5/28	203.07		687		D	N				TRAVEL-CONF.-SCH	101.42411.0333
				262.57									*CHECK TOTAL	
			VENDOR TOTAL	262.57										
GENERAL MAILING SERVICES 000293														
	42948	06/10/15	POSTAGE 04/27-05/01/15	0.59		15268		D	N				POSTAGE	101.41400.0223
	42948	06/10/15	POSTAGE 04/27-05/01/15	14.76		15268		D	N				POSTAGE	101.41401.0223
	42948	06/10/15	POSTAGE 04/27-05/01/15	60.77		15268		D	N				POSTAGE	101.41402.0223
	42948	06/10/15	POSTAGE 04/27-05/01/15	5.52		15268		D	N				POSTAGE	101.41403.0223
	42948	06/10/15	POSTAGE 04/27-05/01/15	5.31		15268		D	N				POSTAGE	101.41404.0223
	42948	06/10/15	POSTAGE 04/27-05/01/185	1.77		15268		D	N				POSTAGE	101.41405.0223
	42948	06/10/15	POSTAGE 04/27-05/01/15	15.00		15268		D	N				POSTAGE	101.41408.0223
	42948	06/10/15	POSTAGE 04/27-05/01/15	2.60		15268		D	N				POSTAGE	101.41409.0223
	42948	06/10/15	POSTAGE 04/27-05/01/15	0.59		15268		D	N				POSTAGE	101.42411.0223
	42948	06/10/15	POSTAGE 04/27-05/01/15	2.03		15268		D	N				POSTAGE	101.42412.0223
	42948	06/10/15	POSTAGE 04/27-05/01/15	7.83		15268		D	N				POSTAGE	101.43425.0223
	42948	06/10/15	POSTAGE 04/27-05/01/15	1.44		15268		D	N				POSTAGE	101.45432.0223
	42948	06/10/15	POSTAGE 04/27-05/01/15	3.54		15268		D	N				POSTAGE	208.45005.0223
	42948	06/10/15	POSTAGE 04/27-05/01/15	9.44		15268		D	N				POSTAGE	230.43430.0223
	42948	06/10/15	POSTAGE 04/27-05/01/15	56.64		15268		D	N				POSTAGE	415.48451.0223
	42948	06/10/15	POSTAGE 04/27-05/01/15	2.83		15268		D	N				POSTAGE	651.48484.0223
	42948	06/10/15	POSTAGE 05/04-05/08/15	4.32		15301		D	N				POSTAGE	101.41400.0223
	42948	06/10/15	POSTAGE 05/04-05/08/15	1.77		15301		D	N				POSTAGE	101.41401.0223
	42948	06/10/15	POSTAGE 05/04-05/08/15	34.13		15301		D	N				POSTAGE	101.41402.0223
	42948	06/10/15	POSTAGE 05/04-05/08/15	57.82		15301		D	N				POSTAGE	101.41403.0223
	42948	06/10/15	POSTAGE 05/04-05/08/15	5.90		15301		D	N				POSTAGE	101.41404.0223
	42948	06/10/15	POSTAGE 05/04-05/08/15	8.85		15301		D	N				POSTAGE	101.41405.0223
	42948	06/10/15	POSTAGE 05/04-05/08/15	15.00		15301		D	N				POSTAGE	101.41408.0223
	42948	06/10/15	POSTAGE 05/04-05/08/15	1.44		15301		D	N				POSTAGE	101.41409.0223
	42948	06/10/15	POSTAGE 05/04-05/08/15	1.18		15301		D	N				POSTAGE	101.42411.0223
	42948	06/10/15	POSTAGE 05/04-05/08/15	0.85		15301		D	N				POSTAGE	101.42412.0223
	42948	06/10/15	POSTAGE 05/04-05/08/15	11.49		15301		D	N				POSTAGE	101.43417.0223
	42948	06/10/15	POSTAGE 05/04-05/08/15	1.18		15301		D	N				POSTAGE	101.43425.0223
	42948	06/10/15	POSTAGE 05/04-05/08/15	1.18		15301		D	N				POSTAGE	230.43430.0223
	42948	06/10/15	POSTAGE 05/04-05/08/15	1.77		15301		D	N				POSTAGE	651.48484.0223
	42948	06/10/15	POSTAGE 05/11-05/15/15	2.18		15348		D	N				POSTAGE	101.41400.0223
	42948	06/10/15	POSTAGE 05/11-05/15/15	11.32		15348		D	N				POSTAGE	101.41401.0223
	42948	06/10/15	POSTAGE 05/11-05/15/15	19.47		15348		D	N				POSTAGE	101.41402.0223

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
GENERAL MAILING SERVICES 000293														
	42948	06/10/15	POSTAGE 05/11-05/15/15	8.26		15348		D	N				POSTAGE	101.41403.0223
	42948	06/10/15	POSTAGE 05/11-05/15/15	238.36		15348		D	N				POSTAGE	101.41404.0223
	42948	06/10/15	POSTAGE 05/11-05/15/15	2.36		15348		D	N				POSTAGE	101.41405.0223
	42948	06/10/15	POSTAGE 05/11-05/15/15	15.00		15348		D	N				POSTAGE	101.41408.0223
	42948	06/10/15	POSTAGE 05/11-05/15/15	2.18		15348		D	N				POSTAGE	101.43417.0223
	42948	06/10/15	POSTAGE 05/11-05/15/15	36.25		15348		D	N				POSTAGE	101.43425.0223
	42948	06/10/15	POSTAGE 05/11-05/15/15	0.85		15348		D	N				POSTAGE	101.45432.0223
	42948	06/10/15	POSTAGE 05/11-05/15/15	8.85		15348		D	N				POSTAGE	208.45005.0223
	42948	06/10/15	POSTAGE 05/11-05/15/15	2.73		15348		D	N				POSTAGE	651.48484.0223
	42948	06/10/15	POSTAGE 05/18-05/22/15	15.10		15378		D	N				POSTAGE	101.41401.0223
	42948	06/10/15	POSTAGE 05/18-05/22/15	20.65		15378		D	N				POSTAGE	101.41402.0223
	42948	06/10/15	POSTAGE 05/18-05/22/15	71.44		15378		D	N				POSTAGE	101.41403.0223
	42948	06/10/15	POSTAGE 05/18-05/22/15	4.13		15378		D	N				POSTAGE	101.41404.0223
	42948	06/10/15	POSTAGE 05/18-05/22/15	1.18		15378		D	N				POSTAGE	101.41405.0223
	42948	06/10/15	POSTAGE 05/18-05/22/15	15.00		15378		D	N				POSTAGE	101.41408.0223
	42948	06/10/15	POSTAGE 05/18-05/22/15	0.59		15378		D	N				POSTAGE	101.42411.0223
	42948	06/10/15	POSTAGE 05/18-05/22/15	1.77		15378		D	N				POSTAGE	101.42412.0223
	42948	06/10/15	POSTAGE 05/18-05/22/15	17.89		15378		D	N				POSTAGE	101.43417.0223
	42948	06/10/15	POSTAGE 05/18-05/22/15	135.59		15378		D	N				POSTAGE	101.43425.0223
	42948	06/10/15	POSTAGE	120.95		15463		D	N				OTHER CHARGES	208.45010.0449
	42948	06/10/15	POSTAGE	2,364.24		15464		D	N				POSTAGE	208.45006.0223
	42948	06/10/15	POSTAGE	68.60		15546		D	N				POSTAGE	208.45006.0223
	42948	06/10/15	UPS/FED EX CHARGES	33.34		15548		D	N				POSTAGE	101.42411.0223
				3,555.82										
			VENDOR TOTAL	3,555.82										
														*CHECK TOTAL
GUTIERREZ/VIVIAN .02254														
	42949	06/10/15	SHELTER DEPOSIT	50.00		052715		D	N				DEPOSITS	101.230000
H & A MEDIA GROUP 002546														
	42950	06/10/15	LIVE, PLAY, AAA AD	378.00		0515LPAA27670		D	N				OTHER CHARGES	208.45010.0449
HACH COMPANY 000316														
	42951	06/10/15	LAB SPECTROPHOTOMETER	4,160.47		9382627		D	N				SMALL TOOLS	651.48484.0221
	42951	06/10/15	REPLACED D.O. PROBE	2,458.52		9400441		D	N				MTCE. OF EQUIPME	651.48484.0224
				6,618.99										
			VENDOR TOTAL	6,618.99										
														*CHECK TOTAL
HALLIDAY *PETTY CASH/KE 000318														
	42952	06/10/15	TO REIMBURSE PETTY CASH	20.00		060815		D	N				TRAVEL-CONF.-SCH	101.41400.0333
	42952	06/10/15	TO REIMBURSE PETTY CASH	28.00		060815		D	N				TRAVEL-CONF.-SCH	101.41401.0333
	42952	06/10/15	TO REIMBURSE PETTY CASH	98.75		060815		D	N				LICENSES AND TAX	101.42411.0445
	42952	06/10/15	TO REIMBURSE PETTY CASH	14.00		060815		D	N				TRAVEL-CONF.-SCH	101.42412.0333
				160.75										
			VENDOR TOTAL	160.75										
														*CHECK TOTAL
HANSEN ADVERTISING SPECI 000321														
	42953	06/10/15	SHIRTS FOR STAFF	269.00		34022		D	N				SUBSISTENCE OF P	101.41404.0227





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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
K M FIRE PUMP SPECIALIST			000371											
			VENDOR TOTAL	552.75										
KANDIYOHI CO AUDITOR			000376											
	42973	06/10/15	LANDFILL CHARGES	33.92		339038		D	N				CLEANING AND WAS	101.43425.0338
	42973	06/10/15	LANDFILL CHARGES	69.44		339068		D	N				CLEANING AND WAS	101.43425.0338
	42973	06/10/15	LANDFILL CHARGES	9.87		340531		D	N				CLEANING AND WAS	101.43425.0338
			VENDOR TOTAL	113.23										
				113.23		*CHECK TOTAL								
KANDIYOHI CO PUBLIC HEAL			000378											
	42974	06/10/15	HEP B VACCINATION	55.00		1062		D	N				SUBSISTENCE OF P	651.48484.0227
KANDIYOHI CO-OP ELECTRIC			000375											
	42885	06/02/15	WELCOME TO WILLMAR SIGN	62.31		STMT/5-15		D	N				UTILITIES	101.43425.0332
	42885	06/02/15	CO RD 23/HWY 71 BYPASS	126.00		STMT/5-15		D	N				UTILITIES	101.43425.0332
	42885	06/02/15	ELEC SERV-LIFT STATIONS	758.00		STMT/5-15		D	N				UTILITIES	651.48485.0332
	42885	06/02/15	ELEC SERV-SECURITY LIGHT	36.00		STMT/5-15		D	N				UTILITIES	651.48486.0332
			VENDOR TOTAL	982.31										
				982.31		*CHECK TOTAL								
KING'S ELECTRIC LLC			003138											
	42975	06/10/15	INST. ELECTRICAL OUTLET	28.89		157		D	M	07			MTCE. OF STRUCTU	101.45437.0225
	42975	06/10/15	INST. ELECTRICAL OUTLET	122.00		157		D	M	07			MTCE. OF STRUCTU	101.45437.0335
	42975	06/10/15	REPL. BALLAST- PARTS	51.43		161		D	M	07			MTCE. OF STRUCTU	101.45435.0225
	42975	06/10/15	REPL. BALLAST- LABOR	65.00		161		D	M	07			MTCE. OF STRUCTU	101.45435.0335
			VENDOR TOTAL	267.32										
				267.32		*CHECK TOTAL								
LAKE REGION BANK			002886											
	42976	06/10/15	2013 HOSP REV NOTE-I	3,482.10		06012015		D	N				INTEREST	350.47402.0444
LAKESIDE PRESS			001646											
	42977	06/10/15	9X12 ENVELOPES	1,044.71		5170		D	N				PRINTING AND PUB	208.45005.0331
	42977	06/10/15	BUSINESS CARDS	51.00		5232		D	N				OFFICE SUPPLIES	101.41404.0220
			VENDOR TOTAL	1,095.71										
				1,095.71		*CHECK TOTAL								
LINCOLN FINANCIAL GROUP			002789											
	42978	06/10/15	LIFE INSURANCE-JUNE	11.33		M287		D	N				COBRA INS PREMIU	101.120001
	42978	06/10/15	LIFE INSURANCE-JUNE	41.80	CR	M287		D	N				EMPLOYER INSUR.	101.41400.0114
	42978	06/10/15	LIFE INSURANCE-JUNE	62.50		M287		D	N				EMPLOYER INSUR.	101.41402.0114
	42978	06/10/15	LIFE INSURANCE-JUNE	20.83		M287		D	N				EMPLOYER INSUR.	101.41403.0114
	42978	06/10/15	LIFE INSURANCE-JUNE	37.50		M287		D	N				EMPLOYER INSUR.	101.41404.0114
	42978	06/10/15	LIFE INSURANCE-JUNE	37.50		M287		D	N				EMPLOYER INSUR.	101.41405.0114
	42978	06/10/15	LIFE INSURANCE-JUNE	12.50		M287		D	N				EMPLOYER INSUR.	101.41408.0114
	42978	06/10/15	LIFE INSURANCE-JUNE	50.00		M287		D	N				EMPLOYER INSUR.	101.41409.0114
	42978	06/10/15	LIFE INSURANCE-JUNE	4.17		M287		D	N				EMPLOYER INSUR.	101.41424.0114
	42978	06/10/15	LIFE INSURANCE-JUNE	1,410.70		M287		D	N				INS. PASS THROUG	101.41428.0819
	42978	06/10/15	LIFE INSURANCE-JUNE	437.50		M287		D	N				EMPLOYER INSUR.	101.42411.0114

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT	
LINCOLN FINANCIAL GROUP 002789															
	42978	06/10/15	LIFE INSURANCE-JUNE	37.50		M287		D	N				EMPLOYER INSUR.	101.42412.0114	
	42978	06/10/15	LIFE INSURANCE-JUNE	56.25		M287		D	N				EMPLOYER INSUR.	101.43417.0114	
	42978	06/10/15	LIFE INSURANCE-JUNE	252.50		M287		D	N				EMPLOYER INSUR.	101.43425.0114	
	42978	06/10/15	LIFE INSURANCE-JUNE	12.50		M287		D	N				EMPLOYER INSUR.	101.45432.0114	
	42978	06/10/15	LIFE INSURANCE-JUNE	37.50		M287		D	N				EMPLOYER INSUR.	101.45433.0114	
	42978	06/10/15	LIFE INSURANCE-JUNE	7.50		M287		D	N				EMPLOYER INSUR.	101.45435.0114	
	42978	06/10/15	LIFE INSURANCE-JUNE	6.25		M287		D	N				EMPLOYER INSUR.	101.45437.0114	
	42978	06/10/15	LIFE INSURANCE-JUNE	115.00		M287		D	N				EMPLOYER INSUR.	651.48484.0114	
	42978	06/10/15	LIFE INSURANCE-JUNE	12.50		M287		D	N				EMPLOYER INSUR.	651.48485.0114	
	42978	06/10/15	LIFE INSURANCE-JUNE	12.50		M287		D	N				EMPLOYER INSUR.	651.48486.0114	
			VENDOR TOTAL	2,592.73		*CHECK TOTAL									
				2,592.73											
MACQUEEN EQUIPMENT INC 000427															
	42979	06/10/15	#101303-REVERSING FAN	3,305.56		2153202		D	N				MTCE. OF EQUIPME	101.43425.0224	
MADISON NATIONAL LIFE 002249															
	42980	06/10/15	LTD PREMIUM-MAY	45.44		226		D	N				EMPLOYER INSUR.	101.41400.0114	
	42980	06/10/15	LTD PREMIUM-MAY	90.37		226		D	N				EMPLOYER INSUR.	101.41402.0114	
	42980	06/10/15	LTD PREMIUM-MAY	33.80		226		D	N				EMPLOYER INSUR.	101.41403.0114	
	42980	06/10/15	LTD PREMIUM-MAY	35.85		226		D	N				EMPLOYER INSUR.	101.41404.0114	
	42980	06/10/15	LTD PREMIUM-MAY	60.88		226		D	N				EMPLOYER INSUR.	101.41405.0114	
	42980	06/10/15	LTD PREMIUM-MAY	9.83		226		D	N				EMPLOYER INSUR.	101.41408.0114	
	42980	06/10/15	LTD PREMIUM-MAY	47.98		226		D	N				EMPLOYER INSUR.	101.41409.0114	
	42980	06/10/15	LTD PREMIUM-MAY	2.97		226		D	N				EMPLOYER INSUR.	101.41424.0114	
	42980	06/10/15	LTD PREMIUM-MAY	605.64		226		D	N				EMPLOYER INSUR.	101.42411.0114	
	42980	06/10/15	LTD PREMIUM-MAY	42.25		226		D	N				EMPLOYER INSUR.	101.42412.0114	
	42980	06/10/15	LTD PREMIUM-MAY	77.14		226		D	N				EMPLOYER INSUR.	101.43417.0114	
	42980	06/10/15	LTD PREMIUM-MAY	269.96		226		D	N				EMPLOYER INSUR.	101.43425.0114	
	42980	06/10/15	LTD PREMIUM-MAY	10.85		226		D	N				EMPLOYER INSUR.	101.45432.0114	
	42980	06/10/15	LTD PREMIUM-MAY	37.63		226		D	N				EMPLOYER INSUR.	101.45433.0114	
	42980	06/10/15	LTD PREMIUM-MAY	4.44		226		D	N				EMPLOYER INSUR.	101.45435.0114	
	42980	06/10/15	LTD PREMIUM-MAY	6.81		226		D	N				EMPLOYER INSUR.	101.45437.0114	
	42980	06/10/15	LTD PREMIUM-MAY	127.26		226		D	N				EMPLOYER INSUR.	651.48484.0114	
	42980	06/10/15	LTD PREMIUM-MAY	13.62		226		D	N				EMPLOYER INSUR.	651.48485.0114	
	42980	06/10/15	LTD PREMIUM-MAY	14.24		226		D	N				EMPLOYER INSUR.	651.48486.0114	
			VENDOR TOTAL	1,536.96		*CHECK TOTAL									
				1,536.96											
MARCUS BUILDING MOVERS 003174															
	42981	06/10/15	STBY GENRTR REMOV/INST	5,200.00		05272015		D	N				MTCE. OF EQUIPME	651.48484.0334	
MENARDS 000449															
	42982	06/10/15	SAND PAPER	6.96		74102		D	N				GENERAL SUPPLIES	101.45427.0229	
	42982	06/10/15	POOL CHEMICALS	9.98		74557		D	N				MTCE. OF OTHER I	101.45437.0226	
	42982	06/10/15	POOL MTCE SUPPLIES	23.56		74557		D	N				MTCE. OF OTHER I	101.45437.0226	
	42982	06/10/15	WEED KILLER	108.58		75242		D	N				GENERAL SUPPLIES	101.42412.0229	

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
MENARDS									000449	
	42982	06/10/15	PLUMBING REPAIRS	95.35		75491		D N	MTCE. OF STRUCTU	101.45437.0225
	42982	06/10/15	CEDAR MULCH	39.59		75494		D N	GENERAL SUPPLIES	101.42412.0229
	42982	06/10/15	FENCE 4 GAZEBO	79.88		75861		D N	MTCE. OF EQUIPME	101.43425.0224
	42982	06/10/15	PLANT SUPPLIES	12.25		75877		D N	GENERAL SUPPLIES	651.48484.0229
	42982	06/10/15	LUMBER-BLC LOCKER ROOM	181.60		75961		D N	MTCE. OF STRUCTU	101.45433.0225
	42982	06/10/15	MAT'L-BLC LOCKER ROOM	10.69		75979		D N	MTCE. OF STRUCTU	101.45433.0225
	42982	06/10/15	MAT'L-BLC LOCKER ROOM	109.92		76076		D N	MTCE. OF STRUCTU	101.45433.0225
	42982	06/10/15	HAND SPRAYER	27.48		76246		D N	SMALL TOOLS	101.43425.0221
	42982	06/10/15	SHOP LIGHTS	3.49		76272		D N	MTCE. OF STRUCTU	101.43425.0225
	42982	06/10/15	GRASS SEED	45.98		76324		D N	GENERAL SUPPLIES	651.48484.0229
	42982	06/10/15	REFLECTIVE TAPE/SUPPL.	32.32		76835		D N	GENERAL SUPPLIES	101.45427.0229
				787.63					*CHECK TOTAL	
			VENDOR TOTAL	787.63						
MIDWEST ENV. CONSULTING									003097	
	42983	06/10/15	LEAD CLEARANCE	650.00		051578		D N	BUILDINGS AND ST	450.45427.0551
	42983	06/10/15	ASBESTOS/LEAD PNT INSP.	127.50		071431		D N	BUILDINGS AND ST	450.45427.0551
				777.50					*CHECK TOTAL	
			VENDOR TOTAL	777.50						
MIGHTY DOG MEDIA									002708	
	42984	06/10/15	MN MEETINGPAGES.COM	1,200.00		1809		D N	OTHER CHARGES	208.45008.0449
MIKE'S SMALL ENGINE CENT									002699	
	42985	06/10/15	STIHL SAW REPAIR-PARTS	45.95		1067		D N	MTCE. OF EQUIPME	101.43425.0224
	42985	06/10/15	STIHL SAW REPAIR-LABOR	39.00		1067		D N	MTCE. OF EQUIPME	101.43425.0334
	42985	06/10/15	SNAPPER PUSH MOWER	599.00		107368		D N	SMALL TOOLS	101.43425.0221
	42985	06/10/15	TRIMMER CARB. KIT	14.95		107373		D N	MTCE. OF EQUIPME	101.43425.0224
	42985	06/10/15	OIL	31.92		1414		D N	MOTOR FUELS AND	101.45433.0222
	42985	06/10/15	BAR OIL	51.80		1490		D N	MOTOR FUELS AND	101.43425.0222
	42985	06/10/15	BRUSH CUTTING BLADE	53.90		1537		D N	SMALL TOOLS	101.43425.0221
				836.52					*CHECK TOTAL	
			VENDOR TOTAL	836.52						
MILLS AUTOMOTIVE GROUP									000432	
	42986	06/10/15	DRIVERS DOOR MIRROR	126.67		3272336		D N	INVENTORIES-MDSE	101.125000
	42986	06/10/15	COOLING FAN	424.02		3281520		D N	INVENTORIES-MDSE	101.125000
	42986	06/10/15	BEARING	140.00		3290885		D N	INVENTORIES-MDSE	101.125000
	42986	06/10/15	CV SHAFT	145.66		3291398		D N	INVENTORIES-MDSE	101.125000
				836.35					*CHECK TOTAL	
			VENDOR TOTAL	836.35						
MINN WEST TECHNOLOGY CAM									002565	
	42987	06/10/15	1ST 1/2 TAX ABATEMENT	25,523.48		FT000759		D N	REFUNDS AND REIM	101.41428.0882
MINNCOR INDUSTRIES									001591	
	42988	06/10/15	STAINLESS POLISH-SCREWS	88.00		SOI-036427		D N	GENERAL SUPPLIES	651.48484.0229

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MN DEPT OF HEALTH			000488							
	42989	06/10/15	HOSPITALITY FEE	35.00		042115		D N	LICENSES AND TAX	101.45433.0445
MN ELEVATOR INC			000499							
	42990	06/10/15	ELEVATOR REPAIR-LABOR	747.00		617453		D N	MTCE. OF STRUCTU	101.41408.0335
MN FIRE SERVICE CERTIF.			000018							
	42991	06/10/15	HAZ MAT TESTING	150.00		3396		D N	TRAVEL-CONF.-SCH	101.42412.0333
	42991	06/10/15	HANSON-CERTIF. EXAM	250.00		3461		D N	TRAVEL-CONF.-SCH	101.42412.0333
			VENDOR TOTAL	400.00						
				400.00						*CHECK TOTAL
MN TRAILS			001462							
	42992	06/10/15	MN TRAILS AD-SUMMER 2015	600.00		9009		D N	ADVERTISING	208.45006.0447
	42992	06/10/15	MN TRAILS AD-SUMMER 2015	480.00		9009		D N	OTHER CHARGES	208.45010.0449
			VENDOR TOTAL	1,080.00						
				1,080.00						*CHECK TOTAL
MODERN MARKETING			002952							
	42993	06/10/15	ANTI-DRUG EDUCATION MAT.	432.51		MMI109119		D N	GENERAL SUPPLIES	101.42411.0229
MONARCH DIGITAL			003169							
	42994	06/10/15	WEBSITE SUPPORT-MAY	110.00		104036		D N	PROFESSIONAL SER	101.41409.0446
MUNICIPAL UTILITIES			000541							
	42995	06/10/15	UTILITIES FOR MAY	2,808.69		5/15		D N	UTILITIES	101.41408.0332
	42995	06/10/15	UTILITIES FOR MAY	410.95		5/15		D N	UTILITIES	101.41409.0332
	42995	06/10/15	UTILITIES FOR MAY	725.27		5/15		D N	UTILITIES	101.42412.0332
	42995	06/10/15	UTILITIES FOR MAY	3,355.97		5/15		D N	UTILITIES	101.43425.0332
	42995	06/10/15	UTILITIES FOR MAY	1,106.97		5/15		D N	UTILITIES	101.43425.0332
	42995	06/10/15	UTILITIES FOR MAY	1,989.91		5/15		D N	UTILITIES	101.45427.0332
	42995	06/10/15	UTILITIES FOR MAY	2,836.69		5/15		D N	UTILITIES	101.45433.0332
	42995	06/10/15	UTILITIES FOR MAY	859.52		5/15		D N	UTILITIES	101.45435.0332
	42995	06/10/15	UTILITIES FOR MAY	144.68		5/15		D N	UTILITIES	101.45437.0332
	42995	06/10/15	UTILITIES FOR MAY	88.44		5/15		D N	UTILITIES	230.43430.0332
	42995	06/10/15	UTILITIES FOR MAY	2,413.21		5/15		D N	UTILITIES	230.43430.0332
	42995	06/10/15	UTILITIES FOR MAY	752.89		5/15		D N	UTILITIES	651.48484.0332
	42995	06/10/15	UTILITIES FOR MAY	37,186.30		5/15		D N	UTILITIES	651.48484.0332
	42995	06/10/15	UTILITIES FOR MAY	1,609.96		5/15		D N	UTILITIES	651.48485.0332
	42995	06/10/15	UTILITIES FOR MAY	2,681.51		5/15		D N	UTILITIES	651.48485.0332
			VENDOR TOTAL	58,970.96						
				58,970.96						*CHECK TOTAL
MVTL LABORATORIES INC			000544							
	42996	06/10/15	WASTEWATER TESTING	45.00		757372		D N	PROFESSIONAL SER	651.48484.0446
	42996	06/10/15	WASTEWATER TESTING	45.00		758268		D N	PROFESSIONAL SER	651.48484.0446
			VENDOR TOTAL	90.00						
				90.00						*CHECK TOTAL



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PREMIUM WATERS INC 000374	43007	06/10/15	DRINKING WATER	35.00		329949/5-15		D N	SUBSISTENCE OF P	101.42412.0227
PRO ACTION 001782	43008	06/10/15	CSO UNIFORMS	465.91		13084		D N	SUBSISTENCE OF P	101.42411.0227
QUICK SIGNS 001093	43009	06/10/15	POOL SIGN	17.00		171200		D N	MTCE. OF STRUCTU	101.45437.0225
R & R EXCAVATING INC 002098	43010	06/10/15	IND. PARK 4TH ADDITI 903,290.65			1405/EST. 2		D N	MTCE. OF OTHER I	414.48455.0336
RAILROAD MANAGEMENT CO I 002582	43011	06/10/15	WATER PIPELINE LEASE	107.18		320721		D N	PREPAID EXPENSES	101.128000
	43011	06/10/15	WATER PIPELINE LEASE	53.60		320721		D N	RENTS	101.43425.0440
	43011	06/10/15	WATER PIPELINE LEASE	107.18		320722		D N	PREPAID EXPENSES	101.128000
	43011	06/10/15	WATER PIPELINE LEASE	53.60		320722		D N	RENTS	101.43425.0440
			VENDOR TOTAL	321.56		*CHECK TOTAL				
RICE HOSPITAL 001166	43012	06/10/15	FIRST AID SUPPLIES	271.02		5985		D N	SUBSISTENCE OF P	101.42412.0227
RULE TIRE SHOP 000665	43013	06/10/15	FLAT REPAIR-LABOR	15.00		1-6087		D N	MTCE. OF EQUIPME	101.43425.0334
SCOTT SWANSON'S EQUIPMEN 000683	43014	06/10/15	REPLACE PRESSURE WASHER	720.00		39806		D N	SMALL TOOLS	101.42412.0221
SMEBY/ROSS 002570	43015	06/10/15	MILEAGE 5/1-5/28/15	51.75		06/01/15		D N	TRAVEL-CONF.-SCH	101.41409.0333
STERLING WATER-MINNESOTA 000188	43016	06/10/15	SOFTENER SALT	65.70		112508-9/4-15		D N	GENERAL SUPPLIES	101.45435.0229
	43016	06/10/15	SOFTENER RENTAL	31.75		112508-9/4-15		D N	RENTS	101.45435.0440
			VENDOR TOTAL	97.45		*CHECK TOTAL				
STEVENS/CHARLENE 002905	43017	06/10/15	PROF. DEVELOPMENT EXP.	775.66		060315		D M 07	SEPARATION SEVER	101.203001
SW - WEST CNTRL SERVICES 000892	42886	06/02/15	HEALTH INSURANCE-JULY	2,734.50		C287		D N	COBRA INS PREMIU	101.120001
	42886	06/02/15	HEALTH INSURANCE-JULY	1,924.50		C287		D N	EMPLOYER INSUR.	101.41400.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	5,894.02		C287		D N	EMPLOYER INSUR.	101.41402.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	2,974.71		C287		D N	EMPLOYER INSUR.	101.41403.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	3,128.76		C287		D N	EMPLOYER INSUR.	101.41404.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	6,397.26		C287		D N	EMPLOYER INSUR.	101.41405.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	1,332.00		C287		D N	EMPLOYER INSUR.	101.41408.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	5,241.26		C287		D N	EMPLOYER INSUR.	101.41409.0114

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SW - WEST CNTRL SERVICES 000892										
	42886	06/02/15	HEALTH INSURANCE-JULY	350.05		C287		D N	EMPLOYER INSUR.	101.41424.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	7,790.50		C287		D N	RETIRED EMPLOYEE	101.41428.0818
	42886	06/02/15	HEALTH INSURANCE-JULY	25,737.72		C287		D N	INS. PASS THROUG	101.41428.0819
	42886	06/02/15	HEALTH INSURANCE-JULY	44,340.26		C287		D N	EMPLOYER INSUR.	101.42411.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	584.50		C287		D N	EMPLOYER INSUR.	101.42412.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	7,247.26		C287		D N	EMPLOYER INSUR.	101.43417.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	22,084.02		C287		D N	EMPLOYER INSUR.	101.43425.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	584.50		C287		D N	EMPLOYER INSUR.	101.45432.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	4,036.76		C287		D N	EMPLOYER INSUR.	101.45433.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	344.40		C287		D N	EMPLOYER INSUR.	101.45435.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	700.14		C287		D N	EMPLOYER INSUR.	101.45437.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	11,588.86		C287		D N	EMPLOYER INSUR.	651.48484.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	1,400.26		C287		D N	EMPLOYER INSUR.	651.48485.0114
	42886	06/02/15	HEALTH INSURANCE-JULY	1,400.26		C287		D N	EMPLOYER INSUR.	651.48486.0114
				157,816.50						
			VENDOR TOTAL	157,816.50						
										*CHECK TOTAL
SWANK 003176										
	43018	06/10/15	MOVIES IN PARK	401.00		RG 1262764		D N	RENTS	101.45432.0440
	43018	06/10/15	MOVIES IN PARK	1,053.00		RG 1262767		D N	RENTS	101.45432.0440
				1,454.00						
			VENDOR TOTAL	1,454.00						
										*CHECK TOTAL
TAHER INC 000623										
	43019	06/10/15	CHRISTENSON-FRWL COFFEE	74.77		4219		D N	GENERAL SUPPLIES	101.45433.0229
	43019	06/10/15	OVERSON-WELCOME COFFEE	53.98		4245		D N	SUBSISTENCE OF P	101.41405.0227
				128.75						
			VENDOR TOTAL	128.75						
										*CHECK TOTAL
TASC 002856										
	43020	06/10/15	ADMIN FEE	475.00		IN545798		D N	REFUNDS AND REIM	101.41428.0882
THE REMODELERS LLC 003175										
	43021	06/10/15	REVERSE STEEL DOOR	714.00		042415		D N	MTCE. OF OTHER I	450.45427.0336
THOMPSON/JUDY 000949										
	43022	06/10/15	MAAO SUMMER SEMINARS	136.54		05202015		D N	TRAVEL-CONF.-SCH	101.41404.0333
TIGER CORPORATION 000015										
	43023	06/10/15	FLAIL MOVER KNIVES	1,169.52		4899260-RI		D N	MTCE. OF EQUIPME	101.43425.0224
TIGHTROPE MEDIA SYSTEMS 003177										
	43024	06/10/15	WRAC VIDEO AND CABLE	180.00		13050		D N	GENERAL SUPPLIES	101.41409.0229
TIRES PLUS 000747										
	43025	06/10/15	DISMOUNT/REMOUNT TIRES	8.00		265950		D N	MTCE. OF EQUIPME	101.42411.0224
	43025	06/10/15	DISMOUNT/REMOUNT TIRES	66.00		265950		D N	MTCE. OF EQUIPME	101.42411.0334

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TIRES PLUS 000747														
	43025	06/10/15	FLAT REPAIR-PARTS	2.00		266547		D	N				MTCE. OF EQUIPME	101.42411.0224
	43025	06/10/15	FLAT REPAIR-LABOR	21.00		266547		D	N				MTCE. OF EQUIPME	101.42411.0334
	43025	06/10/15	DISMOUNT/REMOUNT TIRES	4.00		266695		D	N				MTCE. OF EQUIPME	101.42411.0224
	43025	06/10/15	DISMOUNT/REMOUNT TIRES	33.00		266695		D	N				MTCE. OF EQUIPME	101.42411.0334
			VENDOR TOTAL	134.00										
				134.00		*CHECK TOTAL								
TORKELSON'S LOCK SERVICE 002583														
	43026	06/10/15	REKEYED CYLINDERS	153.50		569361		D	N				MTCE. OF STRUCTU	101.41408.0225
	43026	06/10/15	REKEYED CYLINDERS	25.00		569361		D	N				MTCE. OF STRUCTU	101.45427.0225
	43026	06/10/15	INST. KNOBSETS/CYLINDERS	58.50		569361		D	N				MTCE. OF STRUCTU	101.45427.0335
	43026	06/10/15	WRAC NEW DOOR LOCKS	152.50		569390		D	N				MTCE. OF STRUCTU	101.41405.0225
	43026	06/10/15	WRAC NEW DOOR LOCKS	57.00		569390		D	N				MTCE. OF STRUCTU	101.41409.0335
			VENDOR TOTAL	446.50										
				446.50		*CHECK TOTAL								
TWIN CITY SEED COMPANY 002949														
	43027	06/10/15	GRASS SEED	115.50		34943		D	N				MTCE. OF OTHER I	101.45432.0226
ULTIMATE SAFETY CONCEPTS 000165														
	43028	06/10/15	CALIBRATION GASES 4 MONI	558.43		161096		D	N				GENERAL SUPPLIES	101.42412.0229
	43028	06/10/15	COMBUSTIBLE GAS MONITO	1,392.19		161198		D	N				SMALL TOOLS	101.42412.0221
			VENDOR TOTAL	1,950.62										
				1,950.62		*CHECK TOTAL								
UNDERGROUND TECHNOLOGIES 002792														
	43029	06/10/15	TELEVISIONING SEWERS	498.80		1042		D	N				MTCE. OF OTHER I	651.48485.0336
US BANK EQUIPMENT FINANC 003143														
	43030	06/10/15	COPIER LEASE AGRMT	131.75		279484091		D	N				RENTS	101.41405.0440
VRUWINK *PETTY CASH/PAM 003173														
	42887	06/02/15	TILL/CONCESSION START UP	300.00		052815		D	N				PETTY CASH	101.102000
WEST CENTRAL INDUSTRIES 000801														
	43031	06/10/15	LAWN MAINTENANCE	183.60		00046040		D	N				MTCE. OF OTHER I	101.45437.0336
	43031	06/10/15	CLEANED TAUNTON STADIUM	150.64		00046200		D	N				CLEANING AND WAS	101.43425.0338
			VENDOR TOTAL	334.24										
				334.24		*CHECK TOTAL								
WEST CENTRAL STEEL INC 000806														
	43032	06/10/15	2015 TAX ABATEMENT	4,927.28		052015		D	N				REFUNDS AND REIM	101.41428.0882
WEST CENTRAL TRIBUNE 000807														
	43033	06/10/15	NOTICE PUBLISHED	49.44		CL03070239		D	N				PRINTING AND PUB	101.41403.0331
	43033	06/10/15	ORDINANCE PUBLISHED	92.70		CL03070351		D	N				PRINTING AND PUB	101.41401.0331
	43033	06/10/15	COUNCIL PROCEEDINGS PUB.	228.66		CL03070450		D	N				PRINTING AND PUB	101.41401.0331

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WEST CENTRAL TRIBUNE			000807											
	43033	06/10/15	SUMMER FUN TAB AD	546.00		35008/5-15		D	N				OTHER CHARGES	208.45010.0449
	43033	06/10/15	MAYOR'S BIKE RIDE ADS	777.00		35008/5-15		D	N				OTHER CHARGES	208.45011.0449
	43033	06/10/15	WLMR FOCUS/PROGRESS AD	449.00		36787/4-15		D	N				ADVERTISING	101.41401.0447
	43033	06/10/15	WLMR FOCUS/PROGRESS AD	500.00		36787/4-15		D	N				ADVERTISING	101.41402.0447
			VENDOR TOTAL	2,642.80										
				2,642.80										*CHECK TOTAL
WILLMAR AUTO VALUE			002689											
	43034	06/10/15	RESALE THERMOSTAT	8.98		22126956		D	N				INVENTORIES-MDSE	101.125000
	43034	06/10/15	FEM PLUG, MALE PLUG	27.95		22127134		D	N				GENERAL SUPPLIES	651.48484.0229
	43034	06/10/15	WELDER GAS	29.02		22128858		D	N				MTCE. OF EQUIPME	651.48484.0224
	43034	06/10/15	FUSES	9.90		22129007		D	N				MTCE. OF EQUIPME	101.43425.0224
	43034	06/10/15	BELTS FOR ROOFTOP UNIT	9.99		22129500		D	N				MTCE. OF STRUCTU	101.43425.0225
	43034	06/10/15	BELTS FOR ROOFTOP UNIT	29.97		22129501		D	N				MTCE. OF STRUCTU	101.43425.0225
	43034	06/10/15	RESALE FLOOD LIGHT	510.99		22129669		D	N				INVENTORIES-MDSE	101.125000
	43034	06/10/15	HD BOOSTER	339.99		22129845		D	N				SMALL TOOLS	101.42412.0221
	43034	06/10/15	TIGER MOWER RATCHET	41.99		22132079		D	N				SMALL TOOLS	101.43425.0221
	43034	06/10/15	ELEC TRUCK	29.27		22132254		D	N				MTCE. OF EQUIPME	651.48484.0224
			VENDOR TOTAL	1,038.05										
				1,038.05										*CHECK TOTAL
WILLMAR CHAMBER OF COMME			000812											
	43035	06/10/15	OFFICE SUPPLIES	68.89		CC STMT/4-15		D	N				OFFICE SUPPLIES	208.45005.0220
	43035	06/10/15	OFFICE SUPPLIES	10.72		CC STMT/4-15		D	N				OFFICE SUPPLIES	208.45005.0220
	43035	06/10/15	SPACE HEATER	16.01		CC STMT/4-15		D	N				SMALL TOOLS	208.45005.0221
	43035	06/10/15	CANON POWERSHOT CAMERA	499.99		CC STMT/4-15		D	N				SMALL TOOLS	208.45005.0221
	43035	06/10/15	GO PRO HERO VIDEO CAMERA	391.99		CC STMT/4-15		D	N				SMALL TOOLS	208.45005.0221
	43035	06/10/15	VIDEO EQUIPMENT	369.90		CC STMT/4-15		D	N				SMALL TOOLS	208.45005.0221
	43035	06/10/15	GUIDE DELIVERY-MEALS	33.41		CC STMT/4-15		D	N				TRAVEL-CONF.-SCH	208.45005.0333
	43035	06/10/15	STAFF MEETING-MEALS	24.96		CC STMT/4-15		D	N				TRAVEL-CONF.-SCH	208.45005.0333
	43035	06/10/15	FACEBOOK ADVERTISING	50.00		CC STMT/4-15		D	N				OTHER CHARGES	208.45010.0449
	43035	06/10/15	SIBLEY STATE PARK PASS	25.00		CC STMT/4-15		D	N				OTHER CHARGES	208.45010.0449
	43035	06/10/15	FACEBOOK ADVERTISING	54.40		CC STMT/4-15		D	N				OTHER CHARGES	208.45010.0449
	43035	06/10/15	DIRECTOR SALARY	4,207.50		STMT/5-15		D	N				SALARIES-REG. EM	208.45005.0110
	43035	06/10/15	ASSISTANT SALARY	2,184.00		STMT/5-15		D	N				SALARIES-REG. EM	208.45005.0110
	43035	06/10/15	FICA & INSURANCE	1,415.14		STMT/5-15		D	N				EMPLOYER PENSION	208.45005.0113
	43035	06/10/15	IRA CONTRIBUTION	191.74		STMT/5-15		D	N				EMPLOYER PENSION	208.45005.0113
	43035	06/10/15	PHOTO COPIES-MAY	75.24		STMT/5-15		D	N				OFFICE SUPPLIES	208.45005.0220
	43035	06/10/15	PAYROLL/FLEX FEE	61.55		STMT/5-15		D	N				OTHER SERVICES	208.45005.0339
	43035	06/10/15	OFFICE RENT-MAY	626.61		STMT/5-15		D	N				RENTS	208.45005.0440
	43035	06/10/15	MAIL PICKUP FEE-MAY	50.00		42351		D	N				POSTAGE	208.45005.0223
	43035	06/10/15	WORKER'S COMP AUDIT	34.03		42356		D	N				EMPLOYER INSUR.	208.45005.0114
			VENDOR TOTAL	10,391.08										
				10,391.08										*CHECK TOTAL
WILLMAR FORKLIFT INC			002705											
	43036	06/10/15	SCISSORLIFT REPAIR-PARTS	3.37		38602		D	N				MTCE. OF EQUIPME	101.45433.0224
	43036	06/10/15	SCISSORLIFT INSPECTION	130.00		38602		D	N				MTCE. OF EQUIPME	101.45433.0334
	43036	06/10/15	SCISSORLIFT REPAIR-LABOR	71.25		38602		D	N				MTCE. OF EQUIPME	101.45433.0334

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WILLMAR FORKLIFT INC			002705											
			VENDOR TOTAL	204.62										
				204.62										*CHECK TOTAL
WILLMAR WATER & SPAS			000831											
43037	06/10/15	LAB WATER		44.75		E31379		D	N				GENERAL SUPPLIES	651.48484.0229
43037	06/10/15	SOFTENER SALT-AIRPORT		4.60		E31390		D	N				GENERAL SUPPLIES	230.43430.0229
43037	06/10/15	DRINKING WATER		7.00		E31711		D	N				SUBSISTENCE OF P	101.41408.0227
43037	06/10/15	LAB WATER		18.75		E31716		D	N				GENERAL SUPPLIES	651.48484.0229
43037	06/10/15	LAB WATER		45.75		E32049		D	N				GENERAL SUPPLIES	651.48484.0229
43037	06/10/15	DRINKING WATER		25.00		E32085		D	N				SUBSISTENCE OF P	651.48484.0227
43037	06/10/15	DRINKING WATER		7.00		E32193		D	N				SUBSISTENCE OF P	101.41408.0227
43037	06/10/15	SOFTENER SALT		5.10		E32193		D	N				GENERAL SUPPLIES	101.41408.0229
43037	06/10/15	LAB WATER		38.50		E32198		D	N				GENERAL SUPPLIES	651.48484.0229
43037	06/10/15	WTR PURIFIER RENTAL-JUN		35.00		R12600		D	N				RENTS	101.41408.0440
43037	06/10/15	SOFTENER SERVICE		50.00		74395		D	N				MTCE. OF EQUIPME	651.48484.0334
			VENDOR TOTAL	281.45										*CHECK TOTAL
				281.45										
WINDSTREAM			002100											
43038	06/10/15	MONTHLY PHONE SERV-MAY		713.41		STMT/5-15		D	N				COMMUNICATIONS	101.41409.0330
WOSMEK/JARED			000093											
43039	06/10/15	GANG CONFERENCE		62.99		05172015		D	N				TRAVEL-CONF.-SCH	101.42411.0333
YMCA			.01608											
43040	06/10/15	SHELTER DEPOSIT REFUND		50.00		05272015		D	N				DEPOSITS	101.230000
ZEP SALES & SERVICE			000840											
43041	06/10/15	CLEANING SUPPLIES		59.65		9001664232		D	N				CLEANING AND WAS	101.43425.0228

ACS FINANCIAL SYSTEM  
06/10/2015 22:28:18

Vendor Payments History Report  
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR  
GL540R-V07.27 PAGE 21

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
REPORT TOTALS:				1,655,957.09										

RECORDS PRINTED - 000500

ACS FINANCIAL SYSTEM  
06/10/2015 22:28:19

Vendor Payments History Report

CITY OF WILLMAR  
GL060S-V07.27 RECAPPAGE  
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	495,672.17
208	CONVENTION & VISITORS BUREAU	22,539.78
230	WILLMAR MUNICIPAL AIRPORT	2,516.87
350	RICE HOSPITAL DEBT SERVICE	79,225.08
413	S.A.B.F. - #2013	33,659.13
414	S.A.B.F. - #2014	903,290.65
415	S.A.B.F. - #2015	56.64
450	CAPITAL IMPROVEMENT FUND	19,803.50
651	WASTE TREATMENT	97,457.07
741	OFFICE SERVICES	1,384.20
802	LAW ENFORCEMENT EXPLORER FD	352.00
TOTAL ALL FUNDS		1,655,957.09

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	1,655,957.09
TOTAL ALL BANKS		1,655,957.09

# City of Willmar, Minnesota

## Building Inspection Report

From 05/01/2015 To 05/31/2015

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22898	5/11/2015	JOESPH HAUGEN 1005 11TH Avenue SE	95-665-0590 L 19; B 3 PERKIN'S 5TH ADDITION	Residential Add/Alter Residential/Alteration	ENLARGE WINDOW OPENING FOR NEW DOOR	\$1,400.00	\$64.75
22926	5/5/2015	BOB DINCAU 316 9TH Street SW	95-003-4280 L 5 & PT OF 4; B 38 ORIGINAL CITY	Residential Add/Alter Reroofing	RESIDENTIAL REROOFING	\$14,000.00	\$37.00
22943	5/5/2015	WELLS FARGO BANKS 704 13TH Street SW	95-006-7790 L 2 & PT OF 1; B 116 FIRST ADDITION	Residential Add/Alter Residential/Alteration	REPAIRS TO FOUNDATION	\$10,000.00	\$232.15
22944	5/6/2015	MEL STOCKS 2200 8TH Avenue SE	95-668-2090 L 9; B 1 PHEASANT RUN, 2 ADDN	Residential Add/Alter Deck	REPLACE EXISTING DECK	\$12,000.00	\$268.15
22947	5/6/2015	NYBERG/BROWER 1601 5TH Street SW	95-700-0110 L 1-2 & PT OF 3; B 2 SCANDIA TERRACE ADDITIO	Commercial Add/Alter Commercial/Alteration	REROOF GARAGE 3,780 SQ FT	\$19,184.09	\$284.34
22948	5/5/2015	CHAD CHRISTIANSON 1813 23RD Avenue SW	95-885-4010 L 10; B 4 YORKTOWN ESTATES 2ND	Residential Add/Alter Drainage system	RADON MITIGATION SYSTEM	\$1,800.00	\$63.15

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22949	5/5/2015	MITCH & KRISTIN CLARK 809 26TH Avenue SW	95-867-0600 L 20; B 2 WEST PORTLAND ACRES 2N	Residential Add/Alter Drainage system	INTERIOR DRAINTILE	\$1,970.00	\$60.89
22953	5/6/2015	SHERRON THEIN 600 4TH Street SE	95-740-1810 L 1 & 2; B 12 SPICER'S ADDITION	New Two-Family Dwelling Multiple Dwelling	NEW DUPLEX AND GARAGE	\$401,561.46	\$3,556.93
22955	5/6/2015	TOM KINGERY 1408 11TH Street SW	95-690-1670 L 17; B 8 RAMBLEWOOD ADDITION	Garage/Shed Garage	CONSTRUCT 30' X 34' DET.GARAGE	\$39,566.20	\$698.43
22956	5/6/2015	SHERNEY ECKLUND 911 5TH Street SE	95-250-1860 L PT OF 4,17,18; B 8 GLARUM'S ADDITION	Residential Add/Alter Residential/Alteration	CONSTRUCT BSMT. BATHROOM	\$2,000.00	\$88.15
22962	5/6/2015	BLAKE WILLIAMSON 1612 17TH Avenue NW	95-603-0600 L 10; B 3 OSLO HEIGHTS	Residential Add/Alter Deck	CONSTRUCT 12' X 16' DECK	\$3,500.00	\$123.90
22963	5/6/2015	CURTIS & DIANE MEINTS 412 MINNESOTA Avenue SE	95-740-1620 L PT OF 1-2 ; B 11 SPICER'S ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$2,500.00	\$31.25
22964	5/6/2015	JASON LINDBLAD 615 RIDGEWOOD Place SW	95-340-0140 L PT OF 2&3; B 2 HILLTOP PARK ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$2,100.00	\$31.05

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22965	5/6/2015	JOYCE JOHNSON 1108 ELIZABETH Avenue SE	95-580-0280 L 8; B 2 NYQUIST'S 1ST ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$1,568.00	\$30.78
22966	5/6/2015	PETER SMITH 913 LAKE Avenue NW	95-003-0350 L PT OF 10-12; B 3 ORIGINAL CITY	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$2,500.00	\$31.25
22967	5/11/2015	ROBERT SKOR 617 14TH Street SW	95-006-8000 L 10; B 117 FIRST ADDITION	Residential Add/Alter Siding	RESIDENTIAL REROOF	\$600.00	\$50.30
22968	5/11/2015	RODNEY ZIEHL 326 FERRING Street SE	95-220-0930 L 3; B 8 FERRING'S ADDITION	Residential Add/Alter Siding	RESIDENTIAL RESIDE	\$1,600.00	\$50.80
22969	5/11/2015	CHARLOTTE HAND 1002 4TH Street SW	95-280-0410 L 1 & PT OF 2; B 3 HANSON'S ADDITION	Residential Add/Alter Drainage system	INTERIOR DRAINTILE & SUMP PUMP	\$4,020.00	\$89.26
22970	5/26/2015	KANDIYOHI COUNTY 505 BECKER Avenue SW	95-003-6270 L 1-14; B 51 ORIGINAL CITY	Commercial Add/Alter Commercial/Alteration	REROOF COURTHOUSE BUILDING - 486 SQ FT.	\$6,022.05	\$115.26
22972	5/11/2015	DAVID & CHERYL BARON 409 25TH Street SE	95-668-4450 L 5; B 1 PHEASANT RUN, 8 ADDN	Residential Add/Alter Deck	ADD ON TO DECK	\$1,000.00	\$49.15

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22974	5/11/2015	STEVE BRISTLE 1411 BECKER Avenue SW	95-015-0390 L 13, 14, & PT OF ALLE; B 3 FOURTH RAILROAD ADDITIO	Residential Add/Alter Residential/Alteration	INSTALL OVERHEAD GARAGE DOOR	\$1,500.00	\$68.65
22976	5/11/2015	TODD BERGETH 1608 9TH Street SE	95-671-0590 L 9; B 4 PLEASANT VIEW 2ND ADDN	Residential Add/Alter Residential/Alteration	RESIDING, & REPLACE FRONT LANDING & STAIRS	\$6,000.00	\$160.15
22977	5/11/2015	PEGGY MACKEY 1404 17TH Street SW	95-510-0335 L 12; B 3 MOLENAAR'S ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$300.00	\$30.15
22981	5/13/2015	ARRON MILLER 404 16TH Avenue SW	95-700-0010 L 1 - 7; B 1 SCANDIA TERRACE ADDITIO	Commercial Add/Alter Garage	REROOF 2 GARAGES	\$6,300.00	\$127.90
22983	5/13/2015	TORGERSON PROPERTIES 2100 HIGHWAY 12 SE	95-913-1010 L ; B NW 1/4; S 13; T 95; R 35	Commercial Add/Alter Reroofing	COMMERCIAL REROOFING	\$25,665.96	\$371.58
22984	5/15/2015	JAN JOHNSON 1212 29TH Street NW	95-135-0240 L 4; B 2 COLLEGE VIEW ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$1,500.00	\$30.75
22988	5/20/2015	WILLMAR REDEVELOPEMENT CO LL 1400 LAKELAND Drive NE LOT #50	95-980-5500 L 50; B NORTHLAND SQUARE MHP	Mobile Home In/Out Mobil Home Transport	INSTALL 2000, REDMAN, 16 X 80, #11261246	\$0.00	\$75.00

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22989	5/13/2015	WADE GUSTAFSON 1405 18TH Street SW	95-510-0370 L 15; B 3 MOLENAAR'S ADDITION	Residential Add/Alter Install Egress Window	INSTALL 2 EGRESS WINDOWS	\$3,400.00	\$123.85
22992	5/18/2015	WAYNE DAHLEN 609 2ND Street SE	95-740-2120 L 12 & PT OF 11; B 13 SPICER'S ADDITION	Residential Add/Alter Remodel	ADD BATHROOM	\$1,500.00	\$68.65
22994	5/13/2015	JOEL NEWBERG 1601 7TH Avenue SE	95-913-1070 L ; B S 13; T 119N; R 35W	Residential Add/Alter Install Egress Window	INSTALL EGRESS WINDOW	\$500.00	\$29.65
22996	5/15/2015	SANDY COFER 1200 7TH Street SW	95-780-0010 L 1,2,3, & 4; B 1 SUNNYSIDE ADDITION	Residential Add/Alter Addition	20 X 24 ADDITION	\$48,926.88	\$816.51
22997	5/18/2015	MARK RADABAUGH 801 11 1/2 Avenue SE	95-230-0350 L PT OF 15; B 2 GESCH ADDITION	Residential Add/Alter Deck	CONSTRUCT 10' X 14' DECK WITH STAIRS	\$7,000.00	\$178.15
22998	5/18/2015	BEN FISCHER 400 2ND Street SE	95-740-0710 L 1 & PT OF 2; B 5 SPICER'S ADDITION	Move/Raze Demolition	REMOVE 20' X 30' DET. GARAGE	\$0.00	\$30.00
22999	5/18/2015	BEN FISCHER 400 2ND Street SE	95-740-0710 L 1 & PT OF 2; B 5 SPICER'S ADDITION	Garage/Shed Garage	CONSTRUCT 28' X 36' DET. GARAGE	\$38,868.48	\$685.48

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
23000	5/18/2015	MYRON BAKKE 1213 9TH Street SE	95-670-0240 L 4; B 2 PLEASANT VIEW ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$5,000.00	\$32.50
23003	5/20/2015	EVELYN BISHMAN 1429 11TH Street SW	95-690-1440 L 13; B 7 RAMBLEWOOD ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$7,000.00	\$33.50
23004	5/26/2015	JOSHUA & AMANDA MCGILLIVRAY 713 7TH Street SW	95-006-3550 L 11; B 81 FIRST ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$2,800.00	\$31.40
23005	5/20/2015	LUVERNE & B E KLEINHUIZEN 1705 7TH Avenue SE	95-843-0520 L 2; B 6 WELSHIRE ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$7,000.00	\$33.50
23009	5/20/2015	MINNWEST TECHNOLOGY 1800 TECHNOLOGY Drive NE UNIT 33	95-508-0400 L 0; B 0 MINNWEST TECH. CIC#40	Commercial Add/Alter Commercial/Alteration	REMODEL FOR NEW TENANT	\$30,000.00	\$666.34
23010	5/20/2015	EUGENE HAUGEN 607 17TH Street SW	95-040-0530 L 13-14; B 5 BARNSTAD'S ADDITION	Garage/Shed Garage	CONSTRUCT 28' X 38' DET. GARAGE	\$41,027.84	\$724.36
23011	5/20/2015	HARVEY UKEN 416 CHARLOTTE Street SE	95-220-1740 L PT OF 4-5; B 12 FERRING'S ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOFING	\$1,200.00	\$30.60

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
23012	5/20/2015	RANDY ZIMMER 2004 22ND Street SW	95-601-0129 L 22; B 2 ORTENBLAD'S HOMESITES	Residential Add/Alter Install Egress Window	INSTALL EGRESS WINDOW	\$500.00	\$29.65
23013	5/20/2015	DON TWEDT 2108 GORTON Avenue NW	95-916-5220 L PT OF 26; B GOVERNMENT LOT	Residential Add/Alter Porch	PORCH ADDITION	\$16,843.68	\$358.07
23014	5/20/2015	DAN O'MEARA 920 4TH Street SE	95-250-1160 L 6; B 6 GLARUM'S ADDITION	Residential Add/Alter Install Egress Window	INSTALL EGRESS WINDOW	\$400.00	\$29.60
23015	5/29/2015	JOAN GUNDERSON 2021 6TH Street SW	95-340-0070 L 5; B 1 HILLTOP PARK ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOFING	\$5,000.00	\$32.50
23016	5/20/2015	AL VERA 1107 19TH Avenue SE	95-143-0270 L 7; B 2 DANA HEIGHTS 3RD	Residential Add/Alter Reroofing	RESIDENTIAL REROOFING	\$5,550.00	\$32.78
23017	5/20/2015	BETTY KNUTSON 722 2ND Street SW	95-006-4020 L PTS. OF 6&7; B 85 FIRST ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOFING	\$1,650.00	\$30.83
23018	5/26/2015	TODD NIELSON 620 3RD Street SE	95-740-2060 L 6; B 13 SPICER'S ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOFING	\$5,000.00	\$32.50

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
23019	5/26/2015	TODD NIELSON 1210 TROTT Avenue SE	95-914-1280 L ; B S 14; T 119N; R 35W	Residential Add/Alter Reroofing	RESIDENTIAL REROOFING	\$2,500.00	\$31.25
23020	5/26/2015	TORGER JOHNSON 804 6TH Street SW	95-090-0220 L 2 & PT OF 3; B C BOOTH'S ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOFING	\$6,900.00	\$33.45
23031	5/26/2015	DAVID GORT 808 RICHLAND Avenue SW	95-497-0030 L 3; B 1 MUC ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$8,485.00	\$34.24
23032	5/26/2015	MOLLY MEAD 335 HILLCREST Drive SW	95-922-7870 L 0; B 0 SE 1/4; S 22; T 119; R 35	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$5,985.00	\$32.99
23040	5/29/2015	WELLS FARGO BANKS 804 25TH Avenue SW	95-867-0120 L 12; B 1 WEST PORTLAND ACRES	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$5,500.00	\$32.75
23041	5/28/2015	ROB PLAFAN 1005 16TH Street SW	95-042-0250 L PT OF 7-8; B 1 BARNSTAD'S 2ND ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$3,600.00	\$31.80
23042	5/29/2015	VANGIE UNDERLAND 2501 7TH Avenue SE	95-668-4910 L 2; B 1 PHEASANT RUN, 11 ADDN	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$5,000.00	\$32.50

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
23043	5/29/2015	MARY HAGERT 2505 7TH Avenue SE	95-668-4920 L 3; B 1 PHEASANT RUN, 11 ADDN	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$5,000.00	\$32.50
23048	5/29/2015	SCOTTIE JOHNSON 2005 8TH Street SW	95-680-0050 L PT OF 5, & 6; B 1 PORTLAND ACRES ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$5,000.00	\$32.50
<b>Current Year Current Month Totals</b>				<b>57</b>		<b>\$847,294.64</b>	<b>\$11,145.52</b>
<b>Previous Year Current Month Valuation</b>						<b>\$4,487,475.86</b>	
<b>Current YTD Valuation From 01/01/2015 To 05/31/2015</b>						<b>\$22,262,263.60</b>	
<b>Previous YTD Valuation</b>						<b>\$6,911,313.04</b>	

## MINUTES

### WILLMAR POLICE COMMISSION

Thursday, May 07, 2015

A meeting of the Willmar Police Civil Service Commission was held on Thursday, May 07, 2015. Members present were: President Cassie Akerson, Vice President Kathy Schwantes, and Secretary Dennis Anfinson. Police Chief Jim Felt and Administrative Assistant Sue Edwards were also present.

The meeting was called to order by President Akerson at 3:45 p.m.

A motion was made by Commissioner Schwantes, seconded by Commissioner Anfinson, to approve the March 23, 2015 minutes as submitted. **Motion carried.**

The Commission reviewed the results of the entry level police officer written test scores. After discussion, Commissioner Anfinson made a motion, seconded by Commissioner Schwantes, that the applicants representing the top 19 written scores would be considered eligible for an oral interview. **Motion carried.**

The interviews will be held on Tuesday, May 26<sup>th</sup>, Wednesday, May 27<sup>th</sup>, and Thursday, May 28<sup>th</sup>, with the panel members being Chief Felt, Captain Anderson, Detective Sergeant King, and Commissioner Anfinson.

Discussion followed on the promotional process for Sergeant. Commissioner Anfinson made a motion to:

- Post the sergeant promotional notice on May 8, 2015, with the final date applications will be accepted as May 21, 2015.
- Require all applicants to submit a letter of interest, a resume, and to complete the WPD Sergeant Promotional Questionnaire.
- The written test (in-basket" style, supplied by Personnel Decisions International), will be administered on June 4, 2015, at a time to be announced.
- Maintain an overall promotional process scoring system with a 40% weighting of the overall written score and 60% weighting of the overall score on the oral interview.

The motion was seconded by Commissioner Schwantes. **Motion carried.**

Commissioner Schwantes asked Chief Felt if the Avian Influenza has caused any law enforcement issues in the area. He explained that since the Emergency Operations Center (EOC) is being used by the USDA, there are space issues and some training has had to be rescheduled or moved to other locations.

Chief Felt updated the Commission on the canine program, explaining that K-9 Axel should be fully certified by June 18<sup>th</sup>, which will be his first day on patrol with Officer Flatten. They will start doing public appearances at that time to try to acclimate Axel with people.

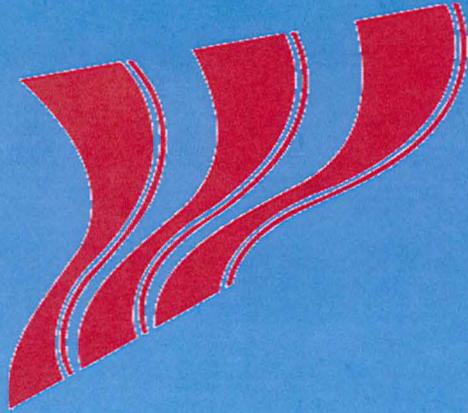
Chief Felt showed the Commission a WPD citizen recognition award coin, which was given to all Willmar Police Department personnel, who can present it to a citizen they feel has assisted the Police Department in some way.

Chief Felt explained that our newest officer, Sam Schaeftbauer, just completed his field training and will be starting to patrol on his own.

There being no further business, a motion to adjourn was made by Commissioner Anfinson, seconded by Commissioner Schwantes. The meeting was adjourned at 4:25 p.m.

The next meeting was tentatively set for Thursday, May 28, 2015, at 3:45 p.m.

Secretary Dennis Anfinson  
by Sue Edwards



City of Willmar

**ANNUAL STORMWATER  
MEETING**

June 15, 2015

# Purpose of the Meeting

- \* Continue to raise awareness of the importance of good stormwater management
- \* To give an update on the status of compliance with the MS4 Permit conditions
  - \* What has the City done in 2014?
  - \* What is the City currently doing in 2015?
  - \* What does the City plan to do in the future?
- \* Allow the public to comment on the City of Willmar's implementation procedures

# What is an MS4?

- A **Municipal Separate Storm Sewer System (MS4)** is a conveyance or system of conveyances designed and used for collecting stormwater, which includes roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, and storm drains that is owned or operated by a government unit having jurisdiction under section 208 of the Clean Water Act that discharges to waters of the United States.

# Background

- \* The MPCA designated, under Minn. R. Chapter 7090 that all Cities outside of urbanized areas with a population greater than 10,000 must obtain an NPDES storm water permit
- \* Willmar met the requirements of a Designated MS4 with a population of 18,351
- \* The City originally received approvals of the SWPPP and the MS4 permit in 2008.
- \* The current General Permit coverage is from August 01, 2013 to July 31, 2018

# What is a SWPPP?

## Stormwater Pollution Prevention Program

- \* City developed a SWPPP to address six minimum control measures (MCM's) set by the MPCA
  - \* 1. Public Education & Outreach
  - \* 2. Public Participation & Involvement
  - \* 3. Illicit Discharge Detection & Elimination
  - \* 4. Construction Site Runoff Controls
  - \* 5. Post-Construction Storm Water Management
  - \* 6. Pollution Prevention/Good Housekeeping
- \* Goal of the SWPPP is to create Best Management Practices (BMP's) which will reduce or eliminate sediment and other pollutants from our lakes, rivers, and wetlands.

3,555 CY of material was collected  
from street sweeping.

March 10, 2014 thru October 28, 2014



# MS4 Accomplishments completed in 2014



- \* Inspected and inventoried ponds/wetlands
- \* 151/163 inspected since 2008

# MS4 Accomplishments completed in 2014

Inspected 56 outfalls/culverts, 21  
ponds



# MS4 Accomplishments completed in 2014

Adopted illicit discharge ordinance

- \* Adopted watershed management plan
- \* Removed trees from Civic Center Drive pond



# MS4 Accomplishments completed in 2014

## Storm water complaint inspections



# MS4 Accomplishments planned for 2015

Continue Construction site inspections

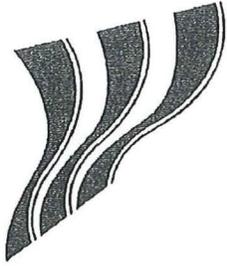
- \* Update web page
- \* Revise Stormwater Ordinance
- \* Continue to educate city staff, developers, contractors, homeowners and general public on the importance of storm water quality



# Annual Report

- \* Submit annual report to MPCA by June 30
- \* Include comments received from public
- \* Notify MPCA of any changes to SWPPP
- \* Document number of persons present at annual meeting

Questions or Comments?



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

**Agenda Item Number:** 8

**Meeting Date:**

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:**

- Approved  Denied  
 Amended  Tabled  
 Other

**Originating Department:** Willmar Police Department

**Agenda Item:** Acceptance of CenterPoint Energy Partnership Grant

**Recommended Action:**

Public acceptance of CenterPoint Energy Community Partnership grant in the amount of \$1800 to the Willmar Police Department

**Background/Summary:**

On April 20, 2015, the City Council authorized the Willmar Police Department to make a grant application with CenterPoint Energy for safety initiatives in the community which included two replacement automated external defibrillators (AED's), traffic safety vests and first aid equipment. The Willmar Police Department was notified that a grant of \$1800 has been awarded by CenterPoint Energy for the requested equipment. CenterPoint Energy would like to publicly present the grant to the City Council.

**Alternatives:** Decline the grant

**Financial Considerations:**

The grant application was made with the understanding of a 50% match. The Willmar Police Department budget will allow the match without additional city funding for the safety equipment.

**Preparer:** Chief Jim Felt

**Signature:**

**Comments:**

RESOLUTION NO. 10

BE IT RESOLVED by the City Council of the City of Willmar to approve an application by the Willmar Police Department for the CenterPoint Energy grant for safety initiatives in the community.

Dated this 20<sup>th</sup> day of April, 2015.



MAYOR

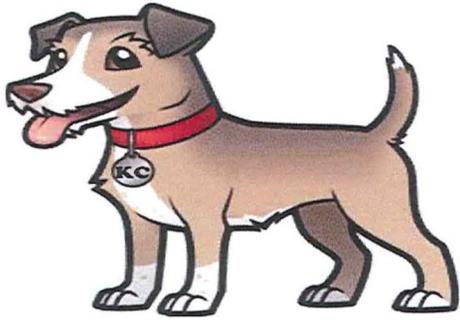
Attest:

  
CITY ADMINISTRATOR

# KC DOG

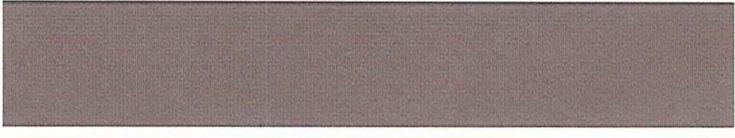
Kandiyohi County  
Dog Owners Group





## A Brief History

- ❖ In April 2014 a group of 8 dog owners gathered with the intention of developing an off leash dog park in the community
- ❖ A dog park subcommittee was added to Vision 2040  
Goal 3: Things To Do
- ❖ Expert analysis identified four potential sites in Willmar
- ❖ Lions Park was proposed as the ideal location and included in the accepted master park plan
- ❖ More than 500 Facebook followers support the development of a dog park in our community and 15,000 hits!



# February 2015 City Council Accepted Master Park Plan

## **Dog Park**

Willmar does not currently have an off-leash dog park and there is interest and a proven need for such a facility. A committee of interested citizens has taken the initiative to develop a dog park and are actively engaged in fundraising for its development. Several locations have been identified for a dog park, including Robbins Island Park, Hedin Park and Lions Park. Additional analysis done during this master plan study confirmed that Lions Park is a good location for a dog park. Lions Park is centrally located within the community and is not adjacent to residential neighborhoods.

# Lions Park





## Dog Park Goals

- ❖ We would like to see an attractive, enclosed and eco-friendly off-leash dog park in Willmar
- ❖ We will partner with the City of Willmar to develop a space for active people and their dogs
- ❖ We want to have an area accessible to the entire community and visitors
- ❖ We will raise money to fund future phases of the dog park

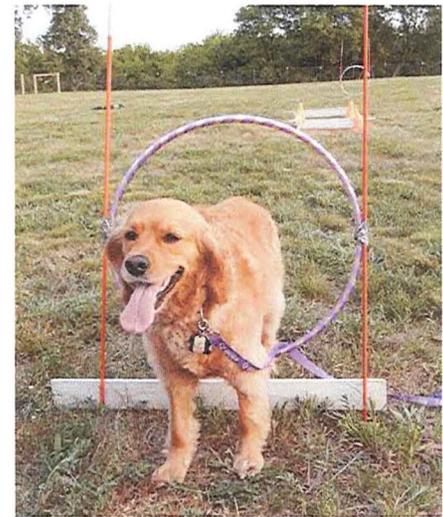


Did you know...

- More households have dogs than children (43 million US families have a dog, 38 million homes have a child)
- There are 37 parks in Willmar for children (but none for dogs)
- Americans spend \$41 billion each year on pets
- 60% of pet owners report traveling with their pets in 2010

## A Dog Park in Willmar will:

- *Provide space for families to enjoy the outdoors with their Pets*
- *Offer an exciting amenity for the Willmar community and visitors*
- *Promote pet health*
- *Improve pet behavior*



# Brick Fundraiser





protect. teach. love.

**BÄRK**  
FOR YOUR PARK

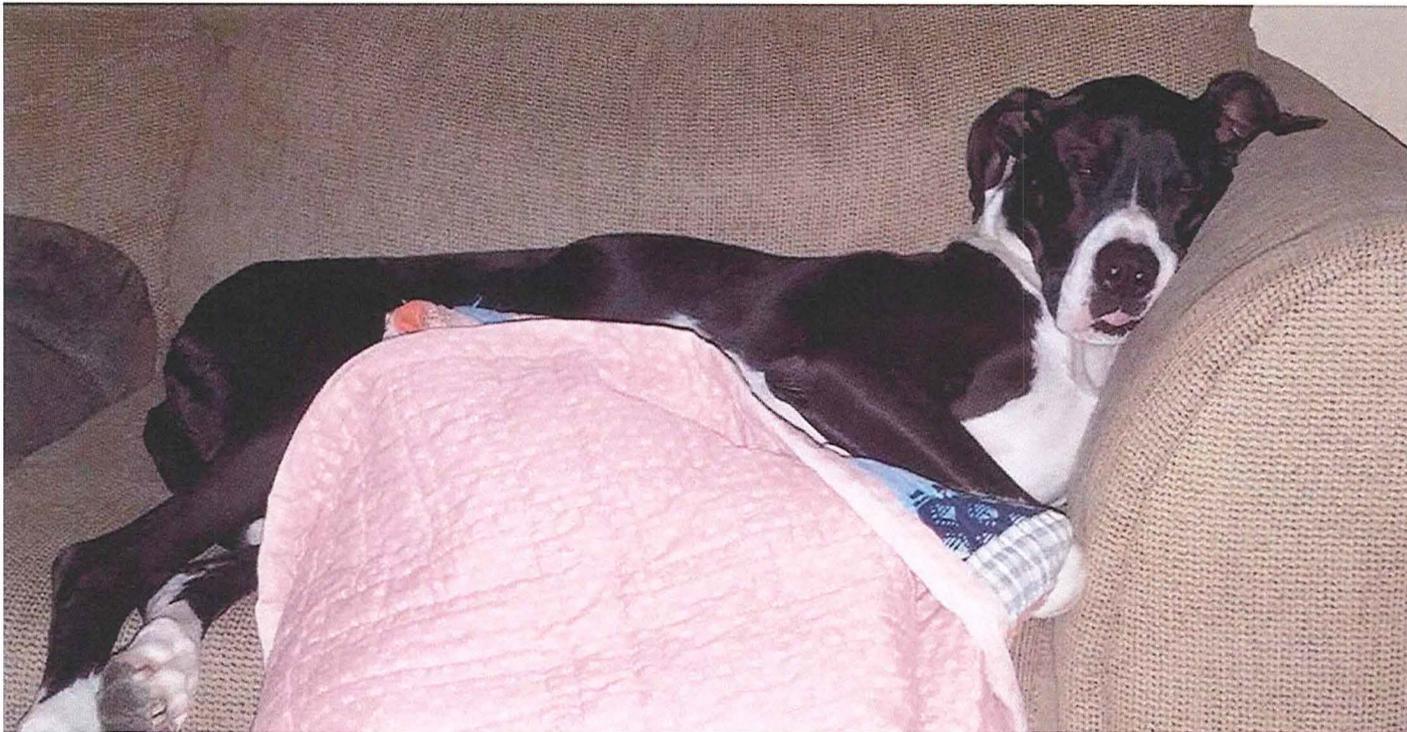


A Community Spirit 2550 votes!



Vote for  
Willmar, MN  
to  
Win a dog Park

A tired dog is a happy dog!



## FINANCE COMMITTEE

### MINUTES

The Finance Committee of the Willmar City Council met on Monday, June 8, 2015, in Conference Room No. 1 at the City Office Building.

Present: Denis Anderson ..... Chair  
Ron Christianson.....Member  
Audrey Nelsen ..... Member  
Jim Dokken ..... Member

Others present: Finance Director Steve Okins, Interim City Administrator/City Clerk Kevin Halliday, WMU Finance Director Tim Hunstad, "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.

#### Item No. 2      Public Comments

There were no comments from the public.

#### Item No. 3      Municipal Utilities Proposal To Amend Electric Rates (Motion)

Willmar Municipal Utilities (WMU) Finance Director Tim Hunstad presented their proposed Residential Net Energy Service Rate of \$0.1003. This rate was calculated based on established formulas required by Minnesota Statute and is to be available for any small qualifying facility (SQF) of less than 40 kW capacity that offsets energy delivered by the WMU's Electric Department. The WMU has received an application from a residential consumer who is intending to construct a solar generation facility and desires to sell excess energy back to WMU.

Following discussion, Council Member Dokken moved to set a public hearing for July 6, 2015, on an ordinance authorizing the proposed Residential Electric Net Energy Service Rate of \$0.1003 as presented. Council Member Christianson seconded the motion which carried.

#### Item No. 4      2015 Street Improvement Project Financing (Motion)

Staff explained to the Committee that in order to finance the street improvements already authorized by the City Council, \$1,400,000 of Bonds is needed to fund a portion of the \$2,138,231 in proposed improvements. The Bonds along with funds from the State MSA, remaining Local Option Sales Tax and MUC will fund the improvements as proposed. Local institutions have indicated their willingness to participate in the bond issue again this year.

Following discussion Council Member Christianson moved to set a public hearing for July 6, 2015, on an ordinance authorizing the issuance of \$1,400,000 General Obligation Improvement Bonds, Series 2015A. Council Member Dokken seconded the motion which carried.

#### Item No. 5      Archery Range Improvements (Resolution)

Staff explained to the Committee that the City wrote and received a grant from the MN DNR to purchase equipment and make improvements at the Archery Park. Revenues to be realized are \$1,500 from the DNR and \$645 from the Little Crow Archers. The Little Crow Archers have been strong supporters of the

improvements being made and due to these improvements they are hosting two shoots in June that will bring many archers to Willmar.

Following discussion, Council Member Nelsen moved to introduce a resolution to increase the Public Works Maintenance of Improvements Operating Expenditure Budget by \$2,145 to make improvements to the Archery Range and to increase State Grant Revenue by \$1,500 and Donation Revenue by \$645. Council Member Christianson seconded the motion which carried.

Item No. 6      LMCIT Insurance 2014 Annual Dividend (Information)

Staff explained to the Committee that the City historically had an Assigned Self Insurance Fund Balance of \$1,000,000. \$250,000 was loaned to help finance the City Auditorium Project with the intent to use annual LMCIT Dividends for repayment. With the 2014 Dividend repayment of \$31,916, the balance of the amount loaned would be \$218,084 and increase the Assigned Self Insurance Fund Balance to \$781,916. This matter was received for information only.

Item No. 7      Reports (Information)

The Committee received the following report: 05/31/15 Convention & Visitors Bureau. This matter was taken for information only.

Item No. 8      Miscellany

Going Green \$6,000 Funding Request (Resolution). Staff explained to the Committee that the City had again been asked by Lakeland Broadcasting to participate in their Going Green cleanup efforts to be conducted in September, 2015. The City had stated their support for this effort at a Community Development Committee meeting on April 30, 2015. Funding possibilities include excess funds anticipated in Building Permit Revenues, Other Departmental Capital Outlay Appropriations, or from the Fund Balance.

Following discussion, Council Member Nelsen moved to introduce a resolution to increase the 2015 Civic Promotions Expenditure Budget by \$6,000 to fund this effort and to increase the 2015 Building Permit Revenue Budget by \$6,000 as well as the offset funding source. Council Member Dokken seconded the motion which carried.

There being no further business to come before the Committee, the meeting was adjourned at 5:10 p.m. by Chair Anderson.

Respectfully submitted,



Carol Cunningham  
Accounting Supervisor



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 3A

Meeting Date: June 8, 2015

Attachments:  Yes  No

CITY COUNCIL ACTION

Date:

- Approved     Denied  
 Amended     Tabled  
 Other

Originating Department: **WMU**

Agenda Item:

**Recommended Action:**

Recommend public hearing and rate approval to the City Council.

**Background/Summary:**

Rate is required under Minnesota Statute. See attached workpapers.

Alternatives:

Financial Considerations:

Preparer: Tim Hunstad

Signature: *Tim Hunstad*

Comments:



## WILLMAR MUNICIPAL UTILITIES

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

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

***Subd. 6. Rules and uniform contract.***

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

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

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

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



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

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

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

**NET ENERGY BILLING RATE.**

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

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

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

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

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

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

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

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



## **RESIDENTIAL NET ENERGY SERVICE RATE**

### **CODE 7**

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

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

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

### **3.16 DISTRIBUTED GENERATION RATES:**

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

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



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

#### **Operation & Safety**

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



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

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

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

Section 1. ELECTRIC RATES

Residential Net Energy Service Rate

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

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

Section 3. REPEALER

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

Section 4. EFFECTIVE DATE

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

This Ordinance introduced by Council Member: \_\_\_\_\_

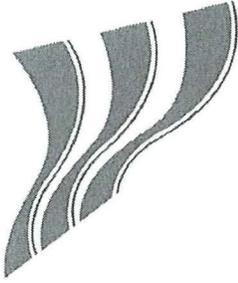
This Ordinance introduced on: \_\_\_\_\_

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

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

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

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



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4B  
Meeting Date: June 8, 2015  
Attachments: X Yes \_\_\_ No

CITY COUNCIL ACTION

Date: June 15, 2015

- Approved     Denied  
 Amended     Tabled  
 Other

Originating Department: Finance

Agenda Item: 2015 Street Improvement Project Financing

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

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

Alternatives: None based on previous Council action.

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

Preparer: Steve Okins, Finance Director

Signature:

Comments:



Springsted Incorporated  
 380 Jackson Street, Suite 300  
 Saint Paul, MN 55101-2887

Tel: 651-223-3000  
 Fax: 651-223-3002  
 www.springsted.com

## MEMORANDUM

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

FROM: Kathleen Aho

DATE: June 3, 2015

SUBJECT: 2015 Street Improvement Project Financings

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

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

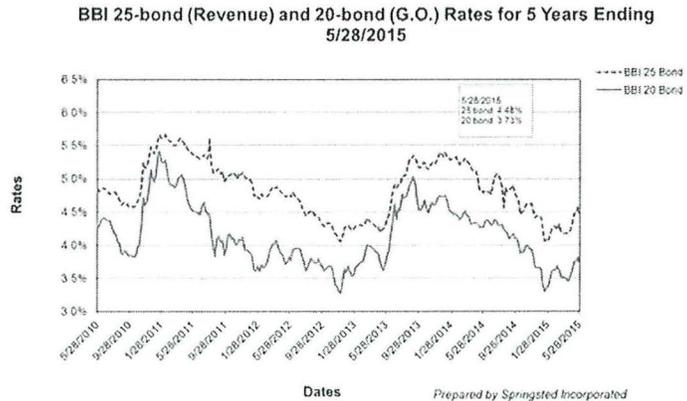
	2015 Street Program	Historic 313 (Brewery)	Issue Summary
<b>Sources Of Funds</b>			
Par Amount of Bonds.....	\$1,370,000	\$30,000	\$1,400,000
State MSA Funds.....	476,221	-	476,221
City Local Option Sales Tax.....	179,945	-	179,945
Municipal Utility Commission.....	82,065	-	82,065
<b>Total Sources.....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

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

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

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

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



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

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

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

**NET DEBT SERVICE SCHEDULE**

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

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

**Yield Statistics**

Bond Year Dollars..... \$8,626.56  
 Average Life..... 6.162 Years  
 Average Coupon..... 1.9500000%

Net Interest Cost (NIC)..... 1.9500000%  
 True Interest Cost (TIC)..... 1.9485530%  
 Bond Yield for Arbitrage Purposes..... 1.9485530%  
 All Inclusive Cost (AIC)..... 2.1878227%

**IRS Form 8038**

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

**\$410,356**

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

**ASSESSMENT INCOME**

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

**SIGNIFICANT DATES**

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

TERM SHEET

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

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

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

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

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

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

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



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

**Agenda Item Number:** 50

**Meeting Date:**

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:**

- Approved       Denied  
 Amended       Tabled  
 Other

**Originating Department:** Community Education & Recreation

**Agenda Item:** Archery Park

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

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

**Alternatives:**

**Financial Considerations:** \$2,145.00

**Preparer:** Steve Brisendine

**Signature:**

**Comments:**

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

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

**Recitals**

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

**Grant Contract**

**1 Term of Grant Contract**

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

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

- 1.2 **Expiration date:** June 30, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 9 Liability; 10 State Audits; 11 Federal Audits; 12 Government Data Practices and Intellectual Property; 14 Publicity and Endorsement; 15 Governing Law, Jurisdiction, and Venue; 17 Data Disclosure; 22 Monitoring; and 23 Use of Funds for Match or Reimbursement.

**2 Grantee's Duties**

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

- 2.1 Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97 subd. 4 (a) (1).
- 2.2 Perform the archery range rehabilitation actions based on **Exhibit "A" grant application**, which is attached and incorporated into this grant contract. Any changes to the actions, budget or work plan must have prior written approval by the State's Authorized Representative.
- 2.3 Rehabilitate a public recreational archery range as described in Exhibit "A" grant application at the Willmar Area Archery Park at Pleasantview Park, 1400 7<sup>th</sup> st. SE., Willmar, MN 56201.
- 2.4 Operate and maintain aforementioned archery range to provide for safe recreational archery shooting opportunities a minimum of 100 days per calendar year.
- 2.5 The Grantee assumes all liability for the archery range rehabilitation work and operation of the archery range and must provide a certificate of liability as proof of this liability insurance.
- 2.7 Include safety features that meet OSHA standards in any rehabilitation and construction plans.
- 2.8 Ensure oversight is provided during the rehabilitation process by a person qualified to do so.
- 2.9 Apply for and receive all necessary approvals and permits to complete the project and comply with federal, state and local laws, ordinances, rules, and regulations. This includes but is not limited to State Historical Preservation Office requirements, Natural Heritage Database Review, Water/Wetland permits, and a locally approved and required Conditional Use Permit (CUP).
- 2.10 Any vegetation or seed mix should be an appropriate match for the specific site conditions. Seed sources within the same ecoregion are preferred.
- 2.11 The Grantee will file a completion report including photographs, detailing the project and expenditures by July 30<sup>th</sup> 2015.
- 2.12 To provide a dollar for dollar match as pledged in the approved **Exhibit A, grant application** in non-state cash or in-kind materials and services for the costs incurred for the completion of the grant.

### 3 Time

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

### 4 Consideration and Payment

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

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

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

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

(b) *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$ 0,00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB).

The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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

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

#### 4.2. Payment

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

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

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

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

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

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

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

### 5 Conditions of Payment

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

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

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

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

**7 Authorized Representative**

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

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

**8 Assignment, Amendments, Waiver, and Grant Contract Complete**

**8.1 Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

**8.2 Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

**8.3 Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

**8.4 Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the

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

#### 9 Liability

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

#### 10 State Audits

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

#### 11 Federal Audits

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

#### 12 Government Data Practices and Intellectual Property

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

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

#### 12.2 Intellectual Property

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

#### (b) Obligations

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

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

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

**(c) Uses of the Works and Documents.**

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

**(d) Possession of Documents.**

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

**13 Workers' Compensation**

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

**14 Publicity and Endorsement**

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

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

**15 Governing Law, Jurisdiction, and Venue**

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

**16 Termination**

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

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

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

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

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

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

## 17 Data Disclosure

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

## 18 Invasive Species Requirements

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

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

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

## 19 Pollinator Habitat Enhancement Requirements

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

## 20 Subgrantees/Contractors/Vendor Services

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

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

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

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

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

**22. Monitoring**

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

**23. Use of Funds for Match or Reimbursement**

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

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

**24. Conflict of Interest**

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

**25. American Disabilities Act**

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

25.1 Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG), 2002.

Accessibility guidelines and standards can be found at <http://www.access-board.gov>.

**1. State Encumbrance Verification**

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

Signed: Karen Jankala

Date: 4-21-15  
SWIFT Contract/PO Number: 91 893 / 3-74092

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions or ordinances

By: Steve Busendune By: \_\_\_\_\_

Title: CCR Director Title: \_\_\_\_\_

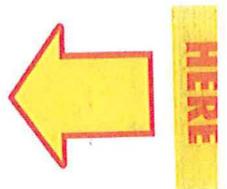
Date: 4/22/15 Date: \_\_\_\_\_

**3. State Agency**

By: [Signature]  
(with delegated authority)

Title: Director, Div of Fish & Wildlife

Date: 4/23/15



# Exhibit A

## Public Parks and Recreation Archery Range Rehabilitation Grant Application

### Application Information:

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

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

Facility Name: Willmar Area Archery Park @ Pleasantview Park

Facility Address: 1400 7<sup>th</sup> Street SE

Facility City: Willmar State: MN Zip: 56201

Representative Name: Address: Steve Brisending

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

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

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

### Project Information:

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

The Township is T19N the Range is R35W the Section is 23 and the  $\frac{1}{4}$  is Northwest. The Kandiyohi County coordinate for the approximate center of the range is N 178270.00 and E 426710.00. City of Willmar address for this location is 1400 7<sup>th</sup> Street SE, Willmar MN 56201.

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

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

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

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

Steve Brisendine-Willmar Community Education & Recreation Director  
1234 Kandiyohi Avenue SW  
Willmar MN 56201  
320-231-8494  
[lbrisen@cs@willmar.k12.mn.us](mailto:lbrisen@cs@willmar.k12.mn.us)

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

The City of Willmar recently adopted the following ordinance;

ORDINANCE NO. 1352

AN ORDINANCE AMENDING CHAPTER 10, OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE III DANGEROUS WEAPONS, SECTION 10 54, DISCHARGE OF FIREARMS AND ADOPTING NEW SECTION 10 55, SHOOTING A BOW AND ARROW WITHIN CITY LIMITS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Estimated Funding

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

*PK  
AWG  
3/27/2015*

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

Bow Racks	\$130.00	\$390.00
Pacific Bow Super Bull Targets/Sheds	\$375.00	\$3,600.00
<b>Total</b>		<b>\$3,990.00</b>

11. **Partial Funding** -- Will you accept partial funding? Yes

12. **Report** -- a report detailing the project and expenditures is due within 30 days of completion of the project. Indicate expected report date.

13. **Relationship with Other Grants** -- If you are receiving other grants for this project, please describe the nature of the grant and the source of money.

14. **Program Income** -- Is there expected profit from the completed project? No

15. **General and Other** -- Any other information on the request should be included here.

Range Details:

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

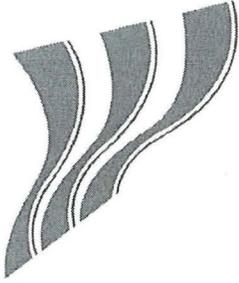
Steve Sivonick  
Representative w/ contract delegation signature

8/26/15  
Date

Director  
Title

Submit completed application and attachments to:

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



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 6  
Meeting Date: June 8, 2015  
Attachments: X Yes \_\_\_ No

CITY COUNCIL ACTION

Date: June 15, 2015

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: Finance

Agenda Item: LMCIT Insurance 2014 Annual Dividend

Recommended Action: Receive for information only.

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

**Alternatives:** Change earlier City Council Action and redirect.

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

Preparer: Steve Okins, Finance Director

Signature:

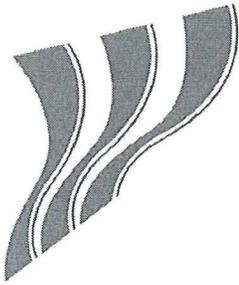
Comments:

## Steve Okins

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

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



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

**Agenda Item Number:** 7

**Meeting Date:** June 8, 2015

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:** June 15, 2015

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

**Originating Department:** Finance

**Agenda Item:** Reports

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

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

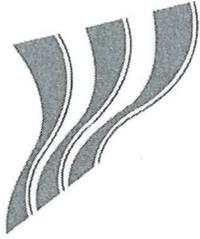
**Alternatives:** N/A

**Financial Considerations:** Review Financial Status.

**Preparer:** Steve Okins, Finance Director

**Signature:**

**Comments:**



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

**Assets**

Cash	\$ 9,389.77
Petty Cash	50.00
Investments	185,745.37
Taxes Receivable	-
Accounts Receivable	-
Prepaid Expenses	12,978.67
Interest Receivable	40.56
<b>Total Assets</b>	<b>\$ 208,204.37</b>

**Liabilities**

Accounts Payable	\$ -
Due to General Fund	-
Due to Capital Improvements	-
<b>Total Liabilities</b>	<b>-</b>

**Fund Balance**

Restricted Fund Balance - Prepaid Expenses	23,574.02
Committed Fund Balance - CVB	31,193.62
Assigned Fund Balance - Petty Cash/CVB	50.00
Assigned Fund Balance - CVB	153,386.73
<b>Total Fund Balance</b>	<b>208,204.37</b>

**Total Liabilities & Fund Balance**      **\$ 208,204.37**





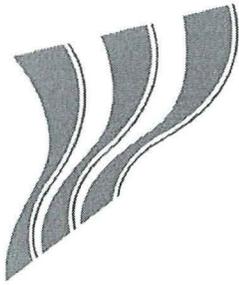
City of Willmar  
**CONVENTION & VISITORS BUREAU**  
**COMPARATIVE INCOME STATEMENT**  
 For the Period Ended May 31, 2015  
 (As of 06/02/15)

*True*

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

\* Indicates Over Budget





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

**Agenda Item Number:** 8 D

**Meeting Date:** June 8, 2015

**Attachments:** X Yes \_\_\_ No

**CITY COUNCIL ACTION**

**Date:** June 15, 2015

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

**Originating Department:** Finance

**Agenda Item:** Going Green \$6,000 Funding Request

**Recommended Action:** Appropriate additional anticipated revenues from Building Permits. Budgeted Revenues through May should be at 42% however actual revenues of \$166,875.30 are 79% of the total annual budget of \$209,000. Large projects like the new school are still pending. The source of information is from the Building Inspections Office. Alternatives would be to use either excess capital funds or unfilled positions appropriations.

*Handwritten:* 2017

**Background/Summary:** Last held and participated in 2013 and budgeted under Civic Promotions.

- Alternatives:**
- A) Departmental Appropriations
  - B) Additional Estimated Revenue
  - C) Capital Outlay – Other Departmental Appropriation
  - D) Fund Balance

**Financial Considerations:** \$6,000 in Additional Appropriations

**Preparer:** Steve Okins, Finance Director

**Signature:**

**Comments:**

# COMMUNITY DEVELOPMENT COMMITTEE

## MINUTES

The Community Development Committee of the Willmar City Council met on Thursday, April 30, 2015, in Conference Room No. 1 at the City Office Building.

Present:	Rick Fagerlie	.....	Chair
	Andrew Plowman	.....	Vice Chair
	Audrey Nelsen	.....	Member
	Tim Johnson	.....	Member

Others present: Bruce Peterson, Director of Planning and Development Services; Steve Renquist, EDC Director; David Little, West Central Tribune.

Item No. 1      Call to Order

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

Item No. 2      Public Comments

There were no public comments.

Item No. 3.      Bethesda Heritage Redevelopment (For Information Only)

Steve Renquist addressed the Committee about the future of the Bethesda Heritage nursing home property. To avoid any appearance of a conflict of interest, Mr. Renquist disclosed his position on the Bethesda Board of Directors. He said that Bethesda desires to sell the property for redevelopment as multi-family housing. No particular developer has been identified to redevelop the site. It is anticipated that 48 units would be developed in the existing buildings, which is the maximum allowed under a City R-5 zoning. It was noted that several issues exist on the site, such as lack of parking and a lack of recreational amenities. Mr. Renquist said one developer had mentioned a need for the use of tax increment financing to make the project feasible.

The Committee was asked about their appetite to rezone the property and for the use of tax increment financing for a multi-family, workforce housing project. The Committee expressed interest in the project as workforce housing, but had some concerns about the density on the site and the potential for congestion in the area. The Committee also agreed that they would consider the use of tax increment financing depending on the nature of the final project and the eligible tax increment costs.

Item No. 4      Property Acquisition at Minn West (Motion)

Staff presented a proposal that property at Minn West Technology Campus be deeded to the City for the purpose of constructing a roadway and parking. Recently, a business development infrastructure grant was awarded to the City and Minn West, and grant rules stipulate that the project be constructed on public property. The Planning Commission has reviewed the proposed acquisition and recommends approval. Staff informed the Committee that there would be other documents associated with the grant signing that remove all maintenance responsibilities and liability from the City, and transfers those responsibilities to Minn West Technology Campus. Staff recommended that the ordinance to acquire the property be introduced for a hearing.

Following discussion, a motion was made by Council Member Johnson, seconded by Council Member Plowman, and passed to introduce the ordinance and set a public hearing for May 18, 2015.

Item No. 5      Proposed Development at WWTF (For Information Only)

The Committee discussed ongoing efforts by a local business to site and design an industrial project at the Waste Water Treatment Facility. It was noted that preliminary engineering has been done for a 5 plus acre site that would accommodate the business as proposed. Staff was directed to continue negotiations with the company.

Item No. 6      Airport Historical Documentation (For Information Only)

Staff presented photos of the interpretive display erected at the new airport and the bronze plaque erected near the beacon at the former airport. With that work completed, the historical mitigation required for the former airport property is complete.



Item No. 7      Going Green (For Information Only)

Staff informed the Committee that the City had again been asked by Lakeland Broadcasting to participate in their Going Green cleanup efforts to be conducted in September 2015. The Committee stated their support for City participation and acknowledged success with previous efforts.

Item No. 8      917 6<sup>th</sup> Street Southwest (For Information Only)

The Committee discussed ongoing exterior storage violations at 917 6<sup>th</sup> ST SW. Staff said the property had been cited and the matter had been referred to the Police Department for ticketing approximately 2 weeks ago. Staff will follow up on the status of the matter with the Police Department, will attempt contact with the property owner to threaten vacation of the premises, and will re-cite the property. As a last resort, depending on the status of the matter with the Police Department, the site could be cleaned up by the City and billed to the property owner.

There being no further business to come before the Committee, the meeting was adjourned at 5:30 p.m. by Chair Fagerlie.

Respectfully submitted,

Bruce Peterson, AICP  
Director of Planning and Development Services

View 1

\*\* Actual Hi

Vendor.. 000630 Q102 - FM

Y>Select

JE Date	Trx.Date	Fund Account	Use Acti
11/14/2012	11/14/2012	208.45011.04	
1/17/2013	1/17/2013	101.42411.04	
4/10/2013	4/10/2013	101.45433.04	
9/11/2013	9/11/2013	101.42412.04	
Y 9/11/2013	9/11/2013	101.45428.08	
11/13/2013	11/13/2013	208.45011.04	
11/26/2013	11/26/2013	101.45433.04	
12/31/2013	12/31/2013	101.42411.04	
1/16/2014	1/16/2014	101.45433.04	
12/11/2014	12/11/2014	208.45011.04	

```

.....Detail--GL100N.....
: D-09112013-308 Line: 154 Formula: 0 :
: Account.. 101.45428.0812 :
: Acct Desc CIVIC PROMOTION :
: Trx Date..... 9/11/2013 SDT 9/11/13 :
: Trx Amount... 6,000.00 :
: Description.. GOING GREEN ADS :
: Vendor Code.. 000630 Pay Method: :
: Vendor Name.. Q102 - FM :
: Alt Vnd.. :
: Check..... 37515 HERT :
: Invoice Code. 537076 :
: Voucher..... :
: P.O. Code.... :
: Project..... :
: Final Payment Liquid. :
: Type of 1099. N BOX. Addl. :
: Fixed Asset.. N :
: Date Released 9/11/2013 :
: Date Cleared. 9/30/2013 :
: F3=Exit F12=Cancel :

```

----- E  
F2=Shift Up F3=Exit F10=Prev View  
Select Record(s) or Use Action Code



	ADOPTED BUDGET	BUDGET REVISED	ANNUAL BUDGET	ACT MTD AND IN PROCESS	POSTED AND IN PROCESS	ACT YTD AND IN PROCESS	POSTED AND IN PROCESS	REMAINING BALANCE	PCT
101	GENERAL FUND								
31311	GENERAL PROPERTY TAXES								
0101	4,451,028.00	4,451,028.00		0.00		0.00		4,451,028.00	0
0102	70,000.00	70,000.00		0.00		51,799.73		18,200.27	73 -----
0108	250,000.00	250,000.00		67,310.81		72,047.96		177,952.04	28 --
TOTAL:	4,771,028.00	4,771,028.00		67,310.81		123,847.69		4,647,180.31	2
TOTAL:	4,771,028.00	4,771,028.00		67,310.81		123,847.69		4,647,180.31	2
32330	LICENSES AND PERMITS								
	BUSINESS LICENSES/PERMITS								
0401	100.00	100.00		0.00		0.00		100.00	0
0402	900.00	900.00		0.00		600.00		300.00	66 -----
0403	2,300.00	2,300.00		30.00		360.00		1,940.00	15 -
0404	0.00	0.00		0.00		0.00		0.00	0
0405	900.00	900.00		0.00		0.00		900.00	0
0406	125.00	125.00		0.00		0.00		125.00	0
0407	0.00	0.00		0.00		0.00		0.00	0
0409	150.00	150.00		0.00		0.00		150.00	0
0411	0.00	0.00		0.00		0.00		0.00	0
0412	0.00	0.00		0.00		0.00		0.00	0
0413	600.00	600.00		0.00		600.00		0.00	100 -----
0414	40,000.00	40,000.00		100.00		40,400.00		400.00-	101 -----
0415	5,000.00	5,000.00		0.00		4,750.00		250.00	95 -----
0416	2,000.00	2,000.00		0.00		4,000.00		2,000.00-	200 -----!!!!
0417	800.00	800.00		0.00		600.00		200.00	75 -----
0418	0.00	0.00		0.00		0.00		0.00	0
0419	2,500.00	2,500.00		30.00		360.00		2,140.00	14 -
0420	0.00	0.00		0.00		0.00		0.00	0
0421	0.00	0.00		0.00		0.00		0.00	0
0422	300.00	300.00		0.00		0.00		300.00	0
0423	0.00	0.00		0.00		0.00		0.00	0
0424	0.00	0.00		0.00		0.00		0.00	0
0425	0.00	0.00		0.00		0.00		0.00	0
0426	0.00	0.00		0.00		0.00		0.00	0
TOTAL:	55,675.00	55,675.00		160.00		51,670.00		4,005.00	92 -----
	NON-BUSINESS LIC./PERMITS								
0501	100.00	100.00		0.00		0.00		100.00	0
0502	22,000.00	22,000.00		483.95		11,196.65		10,803.35	50 -----
0503	209,000.00	209,000.00		11,057.37		166,875.30		42,124.70	79 -----
0504	0.00	0.00		0.00		0.00		0.00	0
0505	1,500.00	1,500.00		0.00		365.00		1,135.00	24 --
0506	0.00	0.00		0.00		0.00		0.00	0
0507	9,900.00	9,900.00		716.15		2,578.15		7,321.85	26 --
0508	2,750.00	2,750.00		110.00		1,140.00		1,610.00	41 ----
0509	3,300.00	3,300.00		400.00		3,000.00		300.00	90 -----

## PUBLIC WORKS/SAFETY COMMITTEE

### MINUTES

The Public Works/Safety Committee of the Willmar City Council met on Tuesday, June 9, 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: Mayor Marv Calvin, Council Member Jim Dokken, Community Ed & Rec Director Steve Brisendine, Chief of Police Jim Felt; David Little, "West Central Tribune", Linda Kacher, KC Dog Group Members Tanya Rosenau, Scott Watkins, Bev Hartzburg, Lori Tostenson, and Pam Vruwink.

#### 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

Linda Katcher, 407 Country Club Drive, stated she has questions regarding the Dog Park and is anticipating they will be answered in the presentation.

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

Police Chief Jim Felt noted the jail census for June 9, 2015 was 158; 84 inmates from the Department of Corrections, 73 inmates from Kandiyohi County, and 1 inmate from Chippewa County. The calls for service for the previous two weeks totaled 878. 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 410 calls ahead of 2014 at this date. The Committee discussed National Night Out and obtaining additional information for groups in Willmar participating in the event.

#### Item No. 4            Dog Park Presentation (Information)

Staff and the KC Dog Group presented, for information, the Dog Park to be constructed at Lion's Park. The idea for the dog park was first conceptualized by a group of eight dog owners, and was later added as a sub-committee with Vision 2040. Lion's Park has been chosen as an ideal location after analysis and was included in the adopted Master Park Plan. The park consists of an enclosed eco-friendly area for off leash dogs and their owners to enjoy. Immediate needs for the park include a fence, water access and signage. The Lion's do support the addition of the dog park and feel the community will benefit from it. Ideas for revenue enhancements are being organized, such as a brick fundraiser to offset some of the costs. The group has also applied for a grant through Pet Safe to possibly obtain up to \$100,000 if enough votes are received by the general public. The park will require dogs to be licensed with current vaccinations and it will be self-policed. The Committee discussed the safety issues and liabilities, noting it will be treated like any other recreational activity taking place on City property. Linda Katcher asked the Committee if the Park Plan was in fact adopted or if it was only accepted. Steve Brisendine referenced the Council Minutes from the February 17<sup>th</sup> meeting the plan was adopted formally to allow eligibility for Legacy dollars.

#### Item No. 5            Dog Fence Construction at Lion's Park (Resolution)

Staff presented, for approval, the construction of a fence for the new Dog Park at Lion's Park. One quote was received from Andi's FenceAll in the amount of \$21,495.55 for a commercial grade black coated chain link fence. It will have a double gated entry to the park and will also allow Public Works equipment to

enter for maintenance and mowing. \$150,000 was budgeted in the CIP for Park Development and included the purchase and construction of the fence. It was discussed adding advertising on the fence to help offset the costs to the City for amenities related to the Dog Park.

A motion was made by Council Member Ahmann, seconded by Council Member Plowman to approve the construction of a fence for the Dog Park at Lion's Park by Andi's FenceAll in the amount of \$21,495.55. The motion carried.

Item No. 6      Civic Center Scoreboard Replacements (Resolution)

Staff brought forth, for approval, the replacement of the scoreboards in the Cardinal Arena and Blue Line Arena by Daktronics in the amount of \$45,371.00. The scoreboards are scheduled for replacement as defined in the CIP. One quote was received for the LED scoreboards through the Minnesota Service Cooperative Contract; \$38,849.00 for the Cardinal Arena, and \$6,522.00 for the Blue Line Arena.

A motion was made by Council Member Ahmann, seconded by Council Member Nelsen to approve the replacement of the scoreboards in the Cardinal and Blue Line Arenas by Daktronics in the amount of \$45,371.00. A motion was made by Council Member Ahmann, seconded by Council Member Plowman to approve an additional \$653.00 for a 2x10 foot non-backlit sponsor panel for the Blue Line Arena scoreboard. Both motions carried.

Item No. 7      Civic Center HVAC Design and Construction Services (Resolution)

Staff brought forth, for approval, the Civic Center HVAC Design and Construction related services contract and Addendum No. 1 with Stevens Engineering. 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 HVAC system with the findings presented at the February 2, 2015 Council Meeting. The design and construction related services detail Phase One 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. Addendum No. 1 includes additional design and construction services to replace outdated electrical switch boards and panel boards in the Cardinal Arena. The professional services contract totals \$81,600.00, with an additional \$4,800.00 for Addendum No. 1 to be paid from the 2015 CIP for the HVAC project.

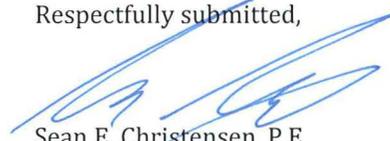
A motion was made by Council Member Nelsen, seconded by Council Member Plowman to approve the Civic Center HVAC Design and Construction related services contract in the amount of \$81,600.00 and Addendum No. 1 in the amount of \$4,800.00 with Stevens Engineering. The motion carried.

Item No. 8      Miscellaneous Discussion (Information)

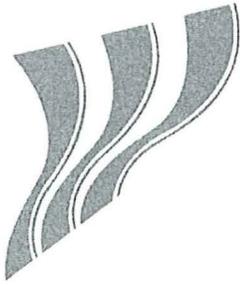
It was noted for a later discussion the water retention plan for the homes in the Valley Golf Course area developed by Koonsman Construction.

There being no further business to come before the Committee, the meeting was adjourned at 6:05 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: June 9, 2015

Attachments: Yes  No

CITY COUNCIL ACTION

Date: June 15, 2015

- Approved     Denied  
 Amended     Tabled  
 Other

Originating Department: CER

Agenda Item: Dog Park Presentation

Recommended Action: Receive for information

Background/Summary: Part of the Park Development Plan includes the creation of a dog park at Lion's Park. Members of the KC Dog Park Supporters group will be presenting additional information regarding the park.

Alternatives: N/A

Financial Considerations: \$150,000 was budgeted in the CIP for Park Development.

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

Signature: 

Comments:

KC DOG

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THIS WEEK

120 Page Likes

14,185 Post Reach

9 Use App

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2015

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543 Likes!

543 likes +120 this week Mike Kubesh and 24 other friends

14,185 post reach this week

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Connect with more of the people who matter to you

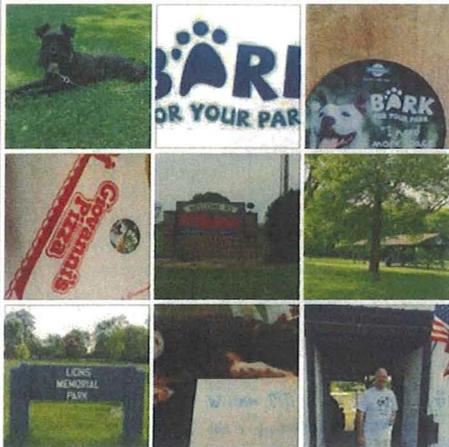
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ABOUT

We are a group of passionate dog owners in Kandiyohi County MN dedicated to the development of a dog park in Willmar MN

Add your website

PHOTOS



UPCOMING EVENTS



Status Photo / Video Offer, Event +

What have you been up to?

KC DOG Published by Tanya Rosenau · 3 hrs

Chloe says "This leash bites!"  
Only two days left to help Chloe and her fur friends win a \$100,000 dog park! Please vote twice each day and share with all your contacts. Encourage everyone to vote to help us get into the top 15 communities that move on to round 2!!!

Vote daily at BOTH <http://tinyurl.com/p5633h3> and on their Facebook page <http://tinyurl.com/n5vgonm> through June 10.



98 people reached

Boost Post

Unlike Comment Share

KC DOG, Scott Watkins, Pamela Vruwink, Nick Skog and 4 others like this.

Top Comments

2 shares

Write a comment...

Scott Watkins I agree Chloe! 2,013 & 2,014 today. Unlike Reply 1 · 2 hrs

Tanya Rosenau 2017! Unlike Reply 2 · 3 hrs

**KC DOG**  
We are a group of passionate dog owners in Kandiyohi County MN dedicated to the development...

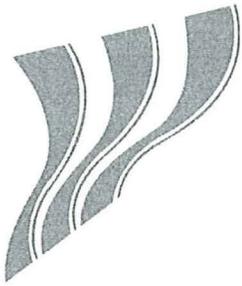
Like Page 543 people like this page

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Chat (22)

## Estimated Price List of Dog Park

<b>Phase 1</b>	<b>Quant.</b>	<b>Price</b>	<b>Company</b>	<b>Total Cost</b>
Fence (Small Dog Area, Large Dog Area) Estimate	1	30,000.00		30,000.00
Double-gated entry with cement				0.00
Dog Park Signs				0.00
Small Dog Area	1	20.00	Dog-On-It-Parks	20.00
Large Dog Area	1	20.00	Dog-On-It-Parks	20.00
Clean Up After Your Dog	3	20.00	Dog-On-It-Parks	60.00
Park Rules Sign (Customized)	1	975.00	Dog-On-It-Parks	975.00
Bulletin Board w/Lock	1	1,229.00	Dog-On-It-Parks	1,229.00
Benches (Custom logos available at additional cost)	6	575.00	Dog-On-It-Parks	3,450.00
Picnic Table - ADA Accessible Hexagon Table	2	868.00	Dog-On-It-Parks	1,736.00
Bi-Level Fountain w/Pet Bowl	2	3,778.00	Dog-On-It-Parks	7,556.00
Pet Fountain w/Washing Station	1	1,715.00	BYO Playground	1,715.00
Pet Waste Dispensers - DOI Single-Pull Bag	6	70.00	Dog-On-It-Parks	420.00
DOI Single-Pull Bags (case of 3200)	3	39.00	Terra Bound Solutions	117.00
Pet Waste Receptable (22 gallon)	6	645.00	Dog-On-It-Parks	3,870.00
DOI Waste-Can Liners				0.00
Trash Cans	4	783.00	BYO Playground	3,132.00
Trash Bags				0.00
				54,300.00
			<b>TOTAL</b>	
				<b>Total Cost</b>
<b>Phase 2</b>	<b>Quant.</b>	<b>Price</b>	<b>Company</b>	<b>Total Cost</b>
Paws Table	2	691.00	The Park Catalog	1,382.00
Weave Posts	1	728.00	Dog-On-It-Parks	728.00
Hoop Jump	1	577.00	The Park Catalog	577.00
Small Hoop Jump	1	299.00	BYO Playground	299.00
Stepping Paws/Agility Walk	2	880.00	Dog-On-It-Parks	1,760.00
Bow Wow Barrel	1	1,570.00	Dog-On-It-Parks	1,570.00
Hound Hurdles	1	985.00	Dog-On-It-Parks	985.00
Adjustable Jump Bar w/Hydrants	2	786.00	Dog-On-It-Parks	1,572.00
Jump Through	1	469.00	Terra Bound Solutions	469.00
Camel Hump Climber	1	2,285.00	Terra Bound Solutions	2,285.00
Dog Bone Pool (85 gallon)	1	695.00	Terra Bound Solutions	695.00
Paw Pool (20 gallon)	1	305.00	Terra Bound Solutions	305.00
Spray Fire Hydrant	2	1,125.00	Dog-On-It-Parks	2,250.00
Lighting/Solar Lighting Estimate	1	30,000.00		30,000.00
			<b>TOTAL</b>	44,877.00
			<b>GRAND TOTAL</b>	99,177.00



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 5A

Meeting Date: June 9, 2015

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: June 15, 2015

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: CER

Agenda Item: Dog Fence Construction at Lion's Park

Recommended Action: Approval of the construction of a fence for the new dog park at the Lion's Park by Andi's FenceAll in the amount of \$21,495.55.

Background/Summary: Part of the Park Development Plan includes the creation of a dog park at Lion's Park. One quote was received to construct a chain-link commercial grade fence by Andi's FenceAll from Glenwood in the amount of \$21,495.55.

Alternatives: Delay the purchase

Financial Considerations: \$150,000 was budgeted in the CIP for Park Development and included the purchase and construction of the fence.

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

Signature:

Comments:



17864 210 Ave.  
Glenwood, MN 56334

# Estimate

Date	Estimate #
5/8/2015	611

Name / Address

Steve Brisendines  
1234 Kandiyohi Ave SW  
Willmar, MN 56201

Item	Description	Qty	Cost	Total
514882	2x8x5 KK BLKVINYL 50 roll	1,518	2.85777	4,338.09
675132	1 5/8 x 21 SE Black CQ-20	1,533	1.79975	2,759.02
675782	1 7/8 x 8' Blk CQ-20	146	19.31397	2,819.84
675782	1 7/8 x 8' Blk CQ-20	15	33.53067	502.96
609332	5/8" x 58" Tension Bar blk Spectra	24	3.44083	82.58
600042	2 3/8 BLACK Tension Band	96	0.7224	69.35
603922	1 7/8 x 1 5/8 P.S. Eyetop Blk	144	1.87917	270.60
600842	2 3/8 BLACK Brace Band	48	0.79104	37.97
606912	1 5/8 Black P.S. Rail Ends	24	1.86208	44.69
601942	2 3/8 DC Cap BLK	15	1.47933	22.19
010701	5/16"x1-1/4" Carriage Bolts.	200	0.0877	17.54
480602	6GA Coil Spring 1000' Hvymilblk	2	129.905	259.81
624822	5/15 x 1 1/4 Carriage Bolt BLK	12	3.19167	38.30
641402	12' x5' Ind Double Gate 1 5/8" CQ/Str Permafused Black	2	561.495	1,122.99
640032	4'x5' INd Single Gate 1 5/8" CQ/Str Permafused II - Black	1	243.81	243.81
640062	5'x5' Ind Single Gate 1 5/8" CQ/Str Permafused II- Blk	2	262.245	524.49
600232	2 3/8 x1 5/8-1 7/8 Bulldog Blk Polyester	14	12.50071	175.01
017219	Ind. Drop Bar Latch For DDG	2	22.61	45.22
480562	1 5/8x2 3/8 PS FRK LTCH PVCBLK	3	8.68	26.04
626062	BLACK TOUCH UP PAINT	1	8.42	8.42

We require \$13793.35 down payment to order the materials and balance due when project is complete.

**Subtotal**

**Sales Tax (6.875%)**

**Total**

Phone #  
320-634-0809

E-mail  
fenceall@gmail.com



17864 210 Ave.  
Glenwood, MN 56334

# Estimate

Date	Estimate #
5/8/2015	611

Name / Address
----------------

Steve Brisendines 1234 Kandiyohi Ave SW Willmar, MN 56201
---

Item	Description	Qty	Cost	Total
0000-842-303	50 lb fast setting concrete mix	30	6.99	209.70T
HC01	Delivery Charge	1	150.00	150.00T
Labor 5' Comm Dr...	Install 5' X 1518' Commercial Chainlink Fence 2 - 12 X 5 Double Drive, Gates, 2 - 5 X 5 Walk Gates, 1- 5 X 4 Walk Gate, with Top Rail, tension wire on bottom. Term and Gate Posts to be in 3 ft Concrete footings and all Line Posts to be driven 3 ft deep..	1,556	4.95	7,702.20

We require \$13793.35 down payment to order the materials and balance due when project is complete.

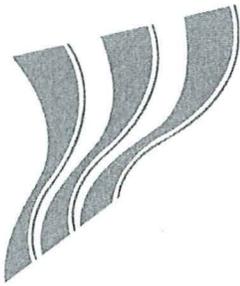
**Subtotal** \$21,470.82

**Sales Tax (6.875%)** \$24.73

**Total** \$21,495.55

Phone #
320-634-0809

E-mail
fenceall@gmail.com



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 10B

Meeting Date: June 9, 2015

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: June 15, 2015

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: CER

Agenda Item: Civic Center Scoreboard Replacements

Recommended Action: Approval of the replacement of the scoreboards in the Cardinal and Blue Line Arena by Daktronics in the amount of \$45,371.00.

Background/Summary: The scoreboards at the Civic Center are scheduled for replacement as defined in the 2015 Capital Improvement Plan. One quote was received for the scoreboards from Daktronics of Brookings, SD through the Minnesota Service Cooperative Contract. The total cost for replacements is \$45,371.00; \$38,849.00 for the scoreboard in the Civic Center, and \$6,522.00 for the scoreboard in the Blue Line Arena.

Alternatives:

Financial Considerations: \$50,000 was budgeted in the CIP for the replacement of the scoreboards.

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

Signature:

Comments:

# DAKTRONICS QUOTE # 178886-1-3

WILLMAR CIVIC CENTER Arena  
 Troy Ciernia  
 2707 Arena Dr  
 Willmar, MN USA 56201  
 Phone: (320)235-1454  
 Fax:  
 Email: tciernia@willmarmn.gov

22/Apr/2015  
 Quote valid for: 90 days  
 Terms: Net 30 with Purchase Order  
 FOB: DAKTRONICS  
 Delivery: Call For Production Time

Reference: Hockey Arena Upgrade  
 All pricing in accordance with Minnesota Service Cooperative Contract #AEPA IFB #012-H

Item No.	Model	Description	Qty	Price
1	H-2105-AR-UV-120	<b>Tuff Sport® Four-sided H-2014 Hockey Scoreboard; All Sport 5010 Controller; Scoreboard Color: Red (42848) Semi-Gloss; Caption Color: White (7725-10)</b> Digit Type: UNIVIEW Weight: Unpackaged 1065 lbs per display; Packaged 1573 lbs per display	1	\$26,154.00
2	Radio Transmitter	Frequency of 2.4 GHz	1	\$766.00
	Radio Receiver	Frequency of 2.4 GHz	1	
3	ID_24x120_4_I	<b>Four-sided 24in x 10ft non-backlit sponsor/identification panel</b> Weight: Packaged 160 lbs per display	1	\$2,880.00
4	10' Lower Sling	<b>For 10' Centerhung Scoreboards</b> Weight: Unpackaged 23 lbs per display; Packaged 30 lbs per display	1	\$3,375.00
	10' Upper Sling	For 10' Centerhung Scoreboards Weight: Unpackaged 60 lbs per display; Packaged 85 lbs per display	1	
5	ID_12x36 LOGO_I	12" x 36" optional logo panel for H-2104/2105	4	\$288.00
6	120VAC Trumpet Horn	For Indoor Scoreboards	1	\$675.00
7	TI-2103-R-PV-120, Single Display Only (Semi-Gloss Black)	Indoor 4 Digit Timer; 120 V; 7 In. PanaView Digits  Cabinet Dimensions: 1' 0" H X 2' 5" W X 0' 6" D (Approx. Dimensions) Digit Type: PANAVIEW Digit Color: RED Max Power: 40 watts/display Weight: Unpackaged 15 lbs per display; Packaged 40 lbs per display	2	\$2,556.00
	Radio Receiver	Frequency of 2.4 GHz	2	
8	System Startup	Final Commissioning of Equipment, Limit up to 1 day	2	\$1,700.00
9	FREIGHT	Shipping to site	1	\$455.00
<b>Services</b>				
10	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	

**DAKTRONICS QUOTE # 178886-1-3**

**Total Price Excluding Sales Tax: \$38,849.00**

Please reference listed sales literature: DD1628383 for G5C5-W, DD2541497 for H-2105-AR-UV-120, DD2889079 for TI-2103-R-PV-120, Single Display Only (Semi-Gloss Black), SL-04370 for Radio Receiver, SL-04370 for Radio Transmitter

Please reference listed shop drawings: DWG-1130800 for 10' Lower Sling

**DAKTRONICS QUOTE # 548558-1-0**

WILLMAR CIVIC CENTER Arena  
 Troy Ciernia  
 2707 Arena Dr  
 Willmar, MN USA 56201  
 Phone: (320)235-1454  
 Fax:  
 Email:

8/Apr/2015  
 Quote valid for: 90 days  
 Terms: Net 30 with Purchase Order  
 FOB: DAKTRONICS  
 Delivery: Call For Production Time

Reference: Blue Line Arena  
 All pricing in accordance with Minnesota Service Cooperative Contract #AEPA IFB #012-H

Item No.	Model	Description	Qty	Price
1	H-2104-AR-PV-120	<b>Tuff Sport® Hockey Scoreboard; All Sport 5010 Controller; Scoreboard Color: RED #42828; Caption Color: WHITE</b> Digit Type: PANAVIEW Max Power: 600 watts/display Weight: Unpackaged 185 lbs per display; Packaged 242 lbs per display	1	\$5,324.00
	Time of Day (TOD) Protocol Jumper	STAND ALONE TIME OF DAY PROTOCOL PLUG	1	
	Stripe; Indoor	Indoor Scoreboard Border Stripe; Color: WHITE	1	
2	EN-1684 Case	<b>Hard Sided Carrying Case for All Sport® 5000 Controller Kit</b>	1	\$135.00
3	Radio Transmitter	<b>Frequency of 2.4 GHz</b>	1	\$766.00
	Radio Receiver	Frequency of 2.4 GHz	1	
4	FREIGHT	<b>Shipping to site - Does not include optional items</b>	1	\$297.00
<b>Services</b>				
5	G5C5-W	<b>Five Year Warranty - Parts Coverage - G5G5</b>	1	

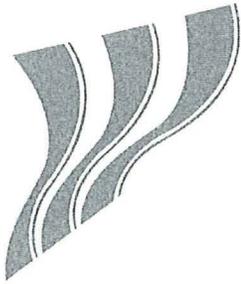
**Total Price Excluding Sales Tax: \$6,522.00**

Please reference listed sales literature: DD1628383 for G5C5-W, DD2541494 for H-2104-AR-PV-120, DD2541499 for H-2108-AR-PV-120, DD2541505 for H-2108-AR-PV-120, SL-04342 for TNMC\_6 for BB-2xxx, SL-04370 for Radio Receiver, SL-04370 for Radio Transmitter, SL-04551 for EN-1684 Case  
 Please reference listed shop drawings: DWG-112485 for ID\_24x120\_I

**Options**

*Please contact your sales representative for additional information*

TNMC_6 for BB-2xxx	8x48-6 Indoor LED Team Name Message Center	1	\$2,025.00
ID_24x120_I	24in x 10ft non-backlit sponsor/identification panel	1	\$653.00



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 7C

Meeting Date: June 9, 2015

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: June 15, 2015

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: Civic Center

Agenda Item: Civic Center HVAC Design and Construction Services

Recommended Action: Approve the Civic Center HVAC Design and Construction Related Services contract and Addendum No. 1 with Stevens Engineering.

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, with the findings presented by Engineer Scott Ward at the February 2, 2015 Council Meeting. The design and construction related services contract will detail 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. Addendum No. 1 includes additional design and construction services to replace outdated electrical switch boards and panel boards in the Cardinal Arena.

Alternatives: N/A

Financial Considerations: The 2015 CIP includes funds for the Civic Center HVAC project.  
Professional Services Contract \$81,600.00  
Addendum No. 1 \$4,800.00

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

Signature:

Comments:

## CONSULTANT SERVICES CONTRACT

This Contract is made this 21 day of April, 2015, by and between the CITY OF WILLMAR, a Minnesota Municipal Corporation, 333 6<sup>th</sup> Street SW, Willmar, MN 56201, ("CITY"), and Stevens Engineers, Inc., a Wisconsin corporation, 2211 O'Neil Road, Hudson, WI 54016, ("CONSULTANT"), (collectively the "PARTIES").

WHEREAS, CITY requires PROFESSIONAL services in conjunction with WILLMAR CIVIC CENTER MECHANICAL SYSTEMS EVALUATION STUDY (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various PROFESSIONAL services required by CITY.

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

### SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY's authorization of the changed scope of services.
- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT's effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT's compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

D. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or industry. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

E. **Insurance.**

1. Required Insurance. CONSULTANT agrees to maintain, at CONSULTANT's expense, the following insurance policies in the listed amounts:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Comprehensive General Liability	\$1,500,000 property damage and bodily injury per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability	\$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles)
Umbrella or Excess Liability	\$1,000,000

All policies listed above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.

With the exception of the Worker's Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by

CONSULTANT under this Contract. The Comprehensive General liability and Automotive liability policies shall each name CITY as an additional insured.

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 thirty (30) days prior written notice to CITY.

2. Professional Liability Insurance. CONSULTANT agrees to provide to CITY a certificate evidencing that it has in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error, or omission in the performance of professional services for CITY. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services. Said policy shall provide coverage in the minimum amounts of \$1,000,000 for each claim and \$2,000,000 annual aggregate on a claims-made basis. Said policy shall not name CITY as an insured. Said policy shall additionally contain a provision that coverages afforded there under shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to CITY.
3. Certificates of Insurance. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.

## SECTION II – CITY’S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the Public Works Director and Community Education and Recreation Director, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT’s request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT’s performance of the services detailed in Exhibit 1, attached hereto.
- D. Sean Christensen and Steve Brisendine, CITY’s Public Works Director and Community Education and Recreation Director, shall serve as the liaison persons to act as CITY's representatives with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY'S policies with respect to the Project and CONSULTANT's services.

Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

### SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Schedule of Fees, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.
- B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the Public Works Director and Community Education and Recreation Director and expenses within thirty days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

### SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed or as otherwise provided in this Contract.
- B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorney and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the Public Works Director and Community Education and Recreation Director prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total

contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the Public Works Director and Community Education and Recreation Director as determined by CITY.

#### SECTION V – INDEMNIFICATION

- A. CONSULTANT shall defend, indemnify, protect, save, hold harmless CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the negligent acts, errors or omissions of CONSULTANT or its agents, employees, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance or failure to perform its obligations under this Contract. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- B. CITY shall defend, indemnify protect, save, hold harmless and insure CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CITY or its agents, employees, contractors, subcontractors or sub-consultants with respect to CITY's performance of its obligations under this Contract. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

#### SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract 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 Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against

any breach of the foregoing representation and warranty.

C. **Notices.** The PARTIES' representatives for notification for all purposes are:

**CITY:**

Sean Christensen, P.E.  
Public Works Director  
333 6<sup>th</sup> St SW  
Willmar, MN 56201  
Phone: 320-235-4913  
Email: schristensen@willmarmn.gov

Steve Brisendine  
Community Education and Recreation Director  
1234 Kandiyohi Ave SW  
Willmar, MN 56201  
Phone: 320-231-8490  
Email: brisendines@willmar.k12.mn.us

**CONSULTANT:**

Scott A. Ward, P.E.  
Stevens Engineers  
Principal/Vice President  
2211 O'Neil Road  
Hudson, WI 54016  
Phone: 715-386-5819  
Email: sward@stevensengineers.com

D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

E. **Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this Contract or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by CONSULTANT as part of the project is acknowledged to be an internal working document for CONSULTANT's purposes solely and any such information provided to CITY shall be on an "as is" basis strictly for the convenience of CITY without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy document governs. The electronic/digital data shall be prepared in the current software in use by the CONSULTANT and is not warranted to be compatible with other systems or software.

F. **Opinions or Estimates of Construction Cost.** Where provided by the CONSULTANT as part of Exhibit 1 or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CITY and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CITY acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

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

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

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

CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

H. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within 10 calendar days of CONSULTANT's receipt of payment from the CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

I. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.

J. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and

CONSULTANT.

- K. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that 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 CONSULTANT and involve transactions relating to this Contract.

CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.

- L. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- M. **Compliance with Laws.** CONSULTANT shall abide by applicable Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- N. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- O. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with the CITY.
- P. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- Q. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

- R. **Work Product.** All materials such as reports, exhibits, models, graphics, maps, charts, and supporting documentation produced under work authorized by this Contract (“Materials”) shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- S. **Governing Law.** This Contract shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- T. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota’s Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- U. **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 Contract 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 Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- V. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- W. **Patented Devices, Materials and Processes.** If this Contract requires, or the CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any

costs, liability, expenses and attorney's fees that result from any such infringement.

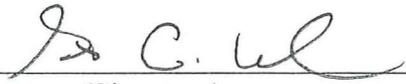
- X. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- Y. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- Z. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- AA. **Terms Binding on Successors and Assigns.** All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of CONSULTANT and CITY.
- BB. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- CC. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- DD. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

*Remainder of page intentionally left blank.*

SECTION VII -SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONSULTANT: Stevens Engineers

By:   
(Signature)

Date: 4-21-15

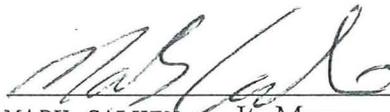
Title: Vice President  
Print Name: Scott A. Ward

By:   
(Signature)

Date: 4-21-15

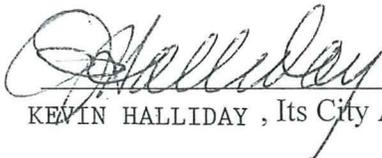
Title: President  
Print Name: Angela Popenhagen

CITY OF WILLMAR:

By:   
MARV CALVIN, Its Mayor

Date: 5-8-2015

ATTEST:

  
KEVIN HALLIDAY, Its City Administrator

Date: 5-19-2015

**EXHIBIT 1**

**SCOPE OF SERVICES**

Subject to the terms of this Contract, CONSULTANT shall perform the following services:

The CONSULTANT hereby agrees to perform and execute all the provisions of the proposal dated January 9, 2015 as approved by the City of Willmar for work identified as: Willmar Civic Center Mechanical Systems Evaluation Study. HVAC Improvement Project

**EXHIBIT 2**

**CERTIFICATES OF REQUIRED INSURANCE COVERAGES**

*[Certificates of Insurance attached hereto]*

**EXHIBIT 3**

**COMPENSATION**

**PROPOSED COST**

Stevens can provide the services described in this proposal, to the City of Willmar, for the following fixed fee compensation:

Design and Construction Phase Services	\$81,600
<b>Structural Analysis of Cardinal Arena Roof Structure (optional)</b>	<b><u>\$4,600</u></b>
<b>Total Fixed Fee</b>	<b>\$81,600</b>

Reimbursable expenses are in addition to the fixed fee stated above and will be billed in accordance the expense schedule below.

The stated compensation does not include:

- Topographic surveys
- Geotechnical engineering, soil borings, evaluation or testing
- Permit applications
- Grant or funding research or applications
- Information for energy rebate applications
- Detailed energy calculations or modeling
- Environmental reviews, reports or permits
- Additional construction site visits
- Commissioning of systems

We will invoice monthly for services based on a percentage of the fixed fee work completed at time of invoicing.

Finance charges will be applied to all payments not received within 30 days of invoicing. We will provide additional services, pre-approved by you, on an hourly basis in accordance with our current fee schedule.

**HOURLY BILLABLE RATES**

<u>Classification</u>	<u>Range of Hourly Billable Rates***</u>
Principal Engineer/Architect/Project Manager	\$135 to \$215
Project Engineer	\$95 to \$150
Graduate Engineer	\$80 to \$135
Technician	\$75 to \$120
Administrative	\$45 to \$65

\*\*\*Rates effective until December 31, 2015.

## REIMBURSABLE EXPENSE SCHEDULE

Reimbursable expenses are billed at 10% over cost and include, but are not limited to, the following:

- Transportation cost at IRS allowable rate, including parking fees.
- Cost of out-of-town travel, lodging, and electronic communication in connection with the project, parking fees.
- Project photography, postage, long-distance and mobile telephone calls, and facsimiles.
- Materials required to assemble reports.
- Outside professional and technical services.
- Other similar direct project-related expenditures.
- Reproductions, plots, and standard form documents.

Item	Size	Black & White	Color
Photocopies/Printing	8 ½ x 11	\$0.15	\$0.85
	8 ½ x 14	\$0.18	\$0.95
	11x17	\$0.23	\$1.55
Plots/Scans	22x34	\$2.70	\$5.00
	24x36	\$2.95	\$5.50
	28x42 +	\$4.40	\$6.00
Binding plans sets (per set larger than 11x17)	\$7.00 each		
Specifications and Report Assembly (Binder, Cover)	\$10.00 each		
Laminated Report Covers with Binder	\$20.00 each		

May 29, 2015

Mr. Sean Christensen  
City of Willmar  
333 6<sup>th</sup> Street SW  
Willmar, MN 56201

Via email: [schristensen@willmarmn.gov](mailto:schristensen@willmarmn.gov)

Re: Willmar Civic Center HVAC Improvements – Additional Services Request No. 1

Dear Mr. Christensen

The Scope of Work for the Willmar Civic Center HVAC Improvement project was expanded to include replacing the existing electrical switch boards and panel boards in the Cardinal Arena. The existing electrical equipment is no longer available and is reaching the useful life of the equipment. Electrical work needed as part of the dehumidification units will require the use of costly retro-fit kits for compatibility with the existing outdated panel boards. The City elected to replace the outdated switch boards and panel boards to prepare for future projects.

We are requesting an additional lump sum fee of \$4,800 + expenses for providing design and construction administration services related to the added Scope of Work of replacing the existing electrical equipment

Services will be provided in accordance with our current agreement. Attached is our most recent professional services fee schedule valid through December 31, 2015.

If this proposal meets with your approval and is consistent with your understanding, please sign and return a copy of this letter. We appreciate the opportunity to continue working with you and the City of Willmar on this project. If you have any questions, please feel free to call me anytime at 651-436-2075.

Sincerely,  
STEVENS



Jason R. Raverty, P.E.  
Project Manager

C: Troy Ciernia, [tciernia@willmarmn.gov](mailto:tciernia@willmarmn.gov)

Enclosure: 2015 Professional Services Fee Schedule

Agreed to and accepted,

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX B



### 2015 Professional Services Fee Schedule

Period: January 1, 2015 through December 31, 2015

#### HOURLY FEE SCHEDULE

Personnel:

Principal Engineer/Project Manager	\$125- \$195
Specialist	\$185-\$195
Project Engineer	\$95-\$145
Graduate Engineer	\$75-\$95
Technician/ /Inspector	\$50-\$90
Administrative	\$45-\$55
Survey Crew (1 person with GPS or Robot)	\$145
Survey Crew (2 persons with GPS or Robot)	\$155-\$165

#### REIMBURSABLE EXPENSES

Reimbursable expenses include, but are not limited to the following:

- Transportation cost at IRS allowable rate. For survey vehicles, \$0.15 per mile will be added to the IRS rate.
- Parking fees.
- Cost of out-of-town travel, lodging and electronic communication in connection with the project.
- Reproductions, plots, and standard form documents.

Item	Size	Black & White	Color
Photocopies/Printing	8 ½ x 11	\$0.15	\$0.85
	8 ½ x 14	\$0.18	\$0.95
	11 x 17	\$0.23	\$1.55
Plots/Scans	22 x 34	\$2.70	\$5.00
	24 x 36	\$2.95	\$5.50
	28 x 42 or larger	\$4.40	\$6.00
Binding plans sets (per set larger than 11 x17)	\$7.00 each		
Specification and Report Assembly (Binder, Cover)	\$10.00 each		
Laminated Report Covers with Binder	\$20.00 each		
3-Ring Binder	\$12.00 each		
Survey Wood Lath	\$0.65 each		
Survey Wood Hubs	\$0.35 each		
Metal Fence Posts	\$10.00 each		
Paint (per can)	\$7.00 each		
Field/Survey Book (hard cover)	\$20.00 each		
Field/Survey Book (soft cover)	\$10.00 each		

- Project photography, postage, long-distance and mobile telephone calls, and facsimiles.
- Materials required to assemble reports.
- Survey and construction administrative materials and
- Subconsultants.
- Other similar direct project-related expenditures.

Reimbursable expenses are billable at 10% over cost.

Stevens' typical invoicing process; monthly billing, due net 30 days.

**LABOR RELATIONS COMMITTEE**

**MINUTES**

The Labor Relations Committee of the Willmar City Council met on Wednesday, June 10, 2015 at 4:45 p.m. in Conference Room No. 1 at the City Office Building.

Present: Steve Ahmann ..... Chair  
Jim Dokken ..... Member  
Denis Anderson ..... Member  
Ron Christianson ..... Member

Others present: Mayor Marv Calvin, Council Member Audrey Nelsen, and Interim City Administrator Kevin Halliday.

Item No. 1      Call to Order

The meeting was called to order by Council Member Ahmann at 4:47 p.m.

Item No. 2      Public Comments

There were no public comments to come before the Committee.

Item No. 3      Appointment of Fire Chief/Marshal (Motion)

Staff informed the Committee that an interview panel of Council appointee Jim Dokken, State Fire Marshall Bruce West, and Interim City Administrator Kevin Halliday interviewed five internal applicants for the position of the Willmar Fire Chief/Marshal. It is staff's recommendation to offer the position to Frank Hanson who is a current Willmar Police Officer. Mr. Hanson has been a volunteer firefighter for 22 years. The applicants driving record and criminal record have been reviewed by the Willmar Police Department with no remarkable findings. A clinical/forensic psychologist review is scheduled, which is a standard practice for department directors.

A motion was made by Council member Anderson, seconded by Council member Dokken and passed that upon passing the clinical/forensic psychologist test that Frank Hanson be offered the position of Willmar Fire Chief/Marshal at the annual salary of \$82,000. The motion carried. Council Member Christianson abstained.

Item No. 4      Resignations/Retirements (For Information Only)

Staff informed the Committee about resignations and retirements within the City of Willmar which include, Troy Ciernia – Civic Center Arena Manager effective June 26, 2015, Calvin Miner – Public Works Operator effective September 8, 2015, and Richard Dahl – Public Works Operator effective February 27, 2016.

Staff noted the job duties of the CCA Manager are under review and will only be filled if no changes are recommended by CER Director Steve Brisendine. The first Public Works Operator vacancy will be posted internally immediately.

Item No. 5      Interim City Administrator/City Clerk Treasurer Salary (Motion)

Staff informed the Committee that Mayor Calvin and Kevin Halliday met to discuss both the City Administrator job description and City Administrator establishing Ordinance No. 989 were reviewed. The Committee discussed the compensation.

A motion was made by Council member Anderson, seconded by Council member Christianson and passed that they set \$24,266 (annualized) additional compensation over the City Clerks annual salary. The motion carried.

Item No. 6      Consideration of comparable City Administrator job descriptions  
(For Information Only)

Staff was directed to collect a few City Administrator job descriptions of regional cities with City Charters. Job descriptions of the City of Brainerd, City of Bemidji, and City of St. Cloud were included in the agenda. It was the consensus of the Committee to direct staff to share the jobs descriptions with all Council Members and inform the Council Members to review and offer suggestions to the City Clerk no later than noon on Wednesday, June 17<sup>th</sup>. Staff will compile a list of possible changes and share with the Committee at the Labor Relations/Full Council Meeting scheduled for June 17, 2015.

Item No. 7      Open Forum Protocol (For Information Only)

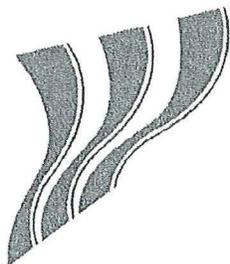
Chair Ahmann noted the Open Forum Protocol was placed on the future agenda list with intentions to continue discussion of Open Forum rules. Staff was directed to leave the item on the future agenda list.

There being no further business to come before the Committee, they adjourned at 5:47 p.m.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Kevin Halliday".

Kevin Halliday  
Interim City Administrator



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 3A

Meeting Date: June 10, 2015

Attachments: Yes X No

CITY COUNCIL ACTION

Date:

- Approved       Denied
- Amended       Tabled
- Other

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Originating Department: Administration

Agenda Item: Consideration of Willmar Fire Chief/Marshal Appointment

Recommended Action: Motion to appoint Fire Chief/Fire Marshal

**Background/Summary:** On May 21, 2015 the interview panel of Council appointee Jim Dokken, State Fire Marshall Bruce West, and Interim City Administrator Kevin Halliday interviewed five applicants for the position of Willmar Fire Chief/Marshal.

The panels' top applicant has been offered a proposal (with notification, it is subject to Council action). The applicant's driving record and criminal record have been reviewed by our Police Department with no remarkable findings. The written psychological exam has been undertaken and a pending meeting with a chemical/forensic psychologist is scheduled for June 18, 2015 (a standard practice for department directors).

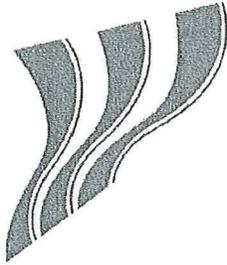
**Alternatives:** Make a different offer than the proposed details which will be presented at the meeting.

**Financial Considerations:** Annual salary = \$82,000

Preparer: Kevin Halliday, Interim City Administrator

Signature:

Comments:



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 5B  
Meeting Date: June 10, 2015  
Attachments: Yes X No

CITY COUNCIL ACTION

Date:

- Approved
- Amended
- Other
- Denied
- Tabled

\_\_\_\_\_  
\_\_\_\_\_

Originating Department: Administration

Agenda Item: Interim City Administrator/ City Clerk Treasurer Salary

Recommended Action: Motion to set an Interim City Administrator Salary

Background/Summary:

Pursuant to a meeting with Mayor Calvin and myself from the Council directive, both the City Administrator job description and City Administrator establishing Ordinance No. 989 were reviewed. It was clearly determined that Ordinance clause number 10 was not to be undertaken. Noting the majority of the negotiation work is completed by Labor Attorney Madden, time was estimated at 100 hours that would be not expended in this endeavor per each labor contract settlement. Roughly, \$1,884 would not be expended per calendar year or \$157 per month.

In the review of the City Administrator job description, clearly the first essential function of evaluating department directors will not be conducted. Assuming an annual review would take one hour of written work plus one hour of a sit down discussion with each director, an estimated twelve hours per year would be avoided or \$685. All other function are getting done or will be conducted as the deadlines approach for the prescribed task.

\$118,750 = annual salary of City Administrator  
\$91,915 = annual salary of City Clerk Treasurer  
\$26,835 = additional compensation over City Clerk job  
(\$1,884) = labor negotiating savings  
(\$685) = evaluation of Director(s) savings  
\$24,266

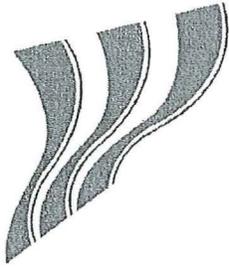
Alternatives: N/A

Financial Considerations:

Preparer: Kevin Halliday, Interim City Administrator

Signature:

Comments:



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 10

Meeting Date: June 10, 2015

Attachments: X Yes No

CITY COUNCIL ACTION

Date:

- Approved       Denied  
 Amended       Tabled  
 Other

Originating Department: Administration

Agenda Item: Consideration of comparable City Administrator job description(s)

Recommended Action: Direct staff to amend the Willmar City Administrator job description if changes are warranted.

Background/Summary: Staff was directed to collect a few City Administrator job descriptions of regional cities with City Charters. Attached are the job descriptions of the City of Brainerd, City of Bemidji, and City of St. Cloud. Minnetonka (a Charter City) is forthcoming but not yet arrived.

Alternatives: N/A

Financial Considerations: N/A

Preparer: Kevin Halliday, Interim City Administrator

Signature:

Comments:

City of WILLMAR

## CITY ADMINISTRATOR

**Position Title:** City Administrator  
**Department:** Administration  
**Department Head:** City Administrator  
**Immediate Supervisor:** City Council  
**Pay Range:** 14 **FLSA Status:** Non-exempt

APPROVED: <u>April 5, 2000</u>
REVISED:
REVISED:
REVISED:

### **Purpose**

Serves as top appointed official performing executive, administrative and professional work with overall responsibility to manage the City's operations and services. Oversees the operations of all City departments through supervision of department directors; participates in Council meetings and meetings of various boards, commissions and committees; executes Council directives and policies; initiates/oversees planning and budgeting activities; oversees human resources and personnel administration activities; and ensures compliance with applicable laws, rules and regulations. (The position's authority excludes administrative responsibility for Rice Hospital and Willmar Municipal Utilities.)

### **Organizational Relationships**

Communicates with: *Internally* - All department directors and City employees, MUC staff, Rice Hospital staff, the Mayor and council members, various board/commission/ committee members, and the City Attorney; *Externally* - County Administrator and officials, other city administrators, numerous state agencies, state legislators, League of Minnesota Cities staff, school district personnel, labor attorney, bond attorney, bond consultant and other contracted consultants, Convention and Visitors Bureau Director, HRA Director, Chamber of Commerce CEO, numerous business and community organizations, media and City residents.  
Supervises with full authority: All City employees, directly or indirectly.

### **ESSENTIAL FUNCTIONS**

Undertakes full complement of supervisory functions such as hiring, evaluating, rewarding, promoting, transferring, disciplining, coaching, and assigning/prioritizing work; recommends serious disciplinary action and removal of department directors to City Council.  
Oversees city-wide compensation program, performance management program, and personnel policies; negotiates all collective bargaining agreements with assistance of contracted labor attorney and monitors/interprets agreements as needed.  
Coordinates the preparation, submission and management of the City's annual budget.  
Ensures all applicable laws, rules, regulations and ordinances are followed/enforced.  
Oversees and monitors all City contracts, agreements and legal documents.  
Attends regular and special meetings of the Council; attends meetings of various boards, commissions and committees as needed; and represents the City at various community meetings.  
Make recommendations to the Council for adoption of ordinances and resolutions.  
Develops, implements and enforces administrative policies and procedures.

# CITY ADMINISTRATOR

## **ESSENTIAL FUNCTIONS** (continued)

Develops a variety of plans, programs and projects relating to infrastructure, other capital improvements, City growth; makes recommendations to the Council; and implements approved actions.

Oversees Rice Hospital and Willmar Municipal Utilities ownership issues.

Reviews, monitors, and participates in legislative issues impacting the City.

Supervises department directors through daily meetings/discussions; review of project statuses, ongoing issues and problem solving; and coordinates work between departments and division as needed.

Communicates and coordinates activities with public and outside agencies: speaks to and participates in local service clubs and the Chamber of Commerce; communicates with county, school, and township personnel; prepares and present news releases and meets with media.

Attends workshops, seminars and other training to keep current on municipal affairs.

Receives and personally responds to complaints and concerns from City residents.

## **Other Duties and Responsibilities**

Participates in professional organizations.

Performs other job-related duties as directed by the Council or apparent.

## **Required Knowledge, Skills, and Abilities**

Thorough knowledge of the City's organizational structure and operations.

Thorough knowledge of the City's ordinances, charter and policies.

Considerable knowledge of public administration, municipal finances, human resources/ personnel administration, civil engineering, public works, wastewater treatment and economic development.

Skill in forecasting operating and capital needs and preparing/administering municipal budgets.

Skill in communicating with a wide variety of groups and individuals, verbally and in writing.

Skill in supervising subordinate personnel and fostering a team approach.

Skill in leadership, planning, and organization.

Ability to analyze complex data and prepare/present reports for decision making.

Ability to communicate and execute Council policies and directives.

Ability to establish and maintain effective work relationships with a wide variety of groups and individuals.

Ability to be flexible and adapt to changing situations/priorities.

*Machines, tools and equipment used:* computer and printer, phone, fax, copier, calculator, City and personal vehicles.

# CITY ADMINISTRATOR

## **MINIMUM QUALIFICATIONS**

Bachelor's degree in public administration, political science, finance, business administration or closely related field **and** ten or more years of management and supervisory experience in positions of similar complexity.

## **Preferred Qualifications**

Master's degree in public administration **and** demonstrated knowledge of and ability to work with a number of municipal departments and entities.

## **Working Conditions**

Work is performed in typical office environment with travel within/without the City to observe projects and attend meetings. Operates either a City or personal vehicle for regular transportation needs. Sits for extended periods of time. Noise in work place is usually quiet but may be exposed to louder noises at work sites. Uses near vision, ability to focus, sense of touch, and hearing. Uses fine and large motor movements at times.

CITY OF BRAINERD  
POSITION DESCRIPTION

Title of Class: City Administrator  
Effective Date: October 22, 2013

FLSA Status: Exempt

GENERAL DESCRIPTION OF WORK

Serving as the chief administrative officer of the City, planning, controlling and directing the administration of operational staff and affairs, excluding the Public Utilities Department, leading short and long term planning efforts in coordination with the Council, providing leadership to economic development affairs, and related duties as implied or assigned. Work is performed under the broad direction of the City Council. Position has direct or indirect supervision over all staff within the City.

ESSENTIAL FUNCTIONS

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The functions listed below are representative of the knowledge, skill and/or ability required and are not meant to be an exhaustive list of functions. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

- Serves as chief administrative officer of the City; administers policies and directives of the Council.
- Coordinates activities of the City Council and keeps Council members informed; prepares agendas and supporting materials for Council meetings and makes presentations and recommendations; attends Council meetings.
- Advises the Council of financial conditions and current and future City needs; prepares a variety of studies, reports and related information for decision-making purposes.
- Prepares, presents and administers the annual budget and capital improvement plan; directs short and long term strategic and financial planning processes.
- Manages and supervises City departments and operations to achieve goals and objectives within available resources established by the Council.
- Oversees and coordinates the establishment and implementation of economic development policies and programs; participates in determining and recommending priorities for community development programs including tax increment financing, revolving loan fund, etc.
- Administers all personnel policies and actions; recommends and/or participates in hiring employees; and directs the evaluation of employee performance.
- Represents the Council in negotiations with the City's recognized bargaining units and oversees contract administration.
- Interprets and enforces local, state or federal laws, ordinances, policies and rules related to local government; prepares ordinances, resolutions, and policies for Council approval.
- Supervises purchasing for the City, including the collection of estimates, quotations and sealed bids; approves purchases and recommends the award of contracts.
- Represents the City at meetings and official functions as appropriate.
- Responds to concerns, issues, complaints, and questions from the public and employees; mediates disputes and resolves issues as appropriate.

## KNOWLEDGE, SKILLS, AND ABILITIES

- Thorough knowledge of local, state and federal laws, rules, and regulations applicable to city government.
- Thorough knowledge of local government processes and services, economic development, marketing and planning, personnel management and organizational development.
- Thorough knowledge of financial practices in the public sector.
- Thorough skill supervising and overseeing the actions of city employees.
- Thorough skill operating standard office equipment and related hardware and software.
- Thorough skill disseminating information for processing by the Council.
- Thorough skill preparing, presenting and administering budgets and managing resources.
- Thorough skill leading short and long term planning programs and initiatives.
- Ability to communicate effectively, orally and in writing.
- Ability to supervise staff and to delegate work.
- Ability to effectively participate in strategic planning and goal setting.
- Ability to plan and analyze city operations, develop alternatives, and to determine the costs, advantages and disadvantages of various alternatives.
- Ability to research and prepare accurate and thorough reports.
- Ability to perform mathematical calculations and to analyze data.
- Ability to assist the Council to prioritize city needs.
- Ability to coordinate city departmental operations and services, and to allocate resources effectively.
- Ability to maintain confidentiality, to mediate disputes, and to negotiate contracts.
- Ability to establish and maintain effective working relationships with elected officials, staff, other public officials, local business and organizational leaders and the general public.

## QUALIFICATIONS

Bachelor's degree in public, business administration or a related field and five years of management and supervisory experience in a governmental agency. Equivalent combination of education and experience will be considered. Advanced degree preferred.

## PHYSICAL REQUIREMENTS

This work requires the occasional exertion of up to 10 pounds of force; work regularly requires sitting, speaking or hearing and repetitive motions, frequently requires using hands to finger, handle or feel and reaching with hands and arms and occasionally requires standing, walking, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a quiet location (e.g. library, private offices).

# CITY OF BEMIDJI

## CITY MANAGER

Department: Administration  
Division:  
Effective Date: October 2014

Pay Grade: Negotiated  
Union: None  
Location: City Hall

### GENERAL PURPOSE

Acts as chief administrative officer for the City; directs, manages and evaluates city operations, services and staff according to established ordinances, policies and procedures of the Council, City Charter and/or Minnesota law; advises the City Council on sound public policy and staffing to ensure the effective and timely delivery of City services; ensures laws, ordinances and resolutions of the City are enforced; performs related duties as required.

### SUPERVISION RECEIVED

Receives policy direction from the City Council as a whole.

### SUPERVISION EXERCISED

Exercises supervision over all municipal employees either directly or through subordinate supervisors.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements or duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

1. Manages and supervises all departments, agencies and offices of the city to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.
2. Provides leadership and direction in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.
3. Continually evaluates results being achieved as the basis for counsel, guidance and recommendations to the Council relative to level of services, projecting fiscal needs, bonding requirements, etc.; establishing organizational and planning priorities with the Council to achieve established objectives; manages the City for not only fiscal soundness, but also for long term economic and environmental impacts on the community.
4. Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assure effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

5. Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
6. Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.
7. Approves all hiring, promotion, salary adjustments, changes to organizational structure, dismissals, promotions, demotions, performance evaluations and suspension of more than 30 days; oversees personnel actions taken by department heads; services as final internal decision-maker on employee grievances.
8. Performs or assists subordinates in performing duties; adjusts errors and complaints.
9. Sees that all laws and ordinances are faithfully enforced.
10. Oversees the planning, preparing, recommending and administering of the annual City budget.
11. Attends meetings of the Council and fully informs and advises them on all significant matters and important activities and developments that they will need to know to perform effectively as City Council members, including but not limited to informing and advising them on policies, government affairs, financial conditions and needs of the City.
12. Represents the City in contacts with persons, agencies and businesses relative to various City matters, including development and provision of services, handling of resident concerns, etc.; delegates liaison responsibility for such matters to key personnel as appropriate; maintains good public relations with the citizens of the community; works collaboratively with other public agencies, cities, counties, etc., and participates in community associations and events.
13. Maintains personal integrity and ethical work practices that will set and maintain the standards of conduct for all City personnel.
14. Performs other duties as needed or as directed by the City Council.

#### **MINIMUM QUALIFICATIONS**

- (a) Bachelor's degree in public administration, business administration, management or related field.
- (b) Eight (8) years of progressive local government leadership experience, including at least five (5) years of which was at a management level.

#### **PREFERRED QUALIFICATIONS**

- (a) Master's degree or other advanced education.
- (b) Experience as a city manager (or administrator), or an assistant city manager (or administrator).

#### **Necessary Knowledge, Skills and Abilities:**

- (a) Considerable knowledge of modern policies and practices of public administration; working knowledge of municipal finance, human resources, public works, public safety, and community development.
- (b) Skill in preparing and administering municipal budgets; skill in planning, directing and

administering municipal programs; skill in operating the listed tools and equipment.

- (c) Ability to prepare and analyze comprehensive reports; ability to carry out assigned projects to their completion; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, city officials and the public; ability to efficiently and effectively administer a municipal government.
- (d) Considerable ability to use creativity and sound judgment to resolve differences and respond to challenges. Ability to exercise considerable tact, diplomacy and knowledge of political issues in working with councilmembers, businesses, special interest groups and staff who may have differing concerns.

**Special Requirements**

- (a) Must have valid driver's license.
- (b) Must be bondable.

**TOOLS AND EQUIPMENT USED**

Requires frequent use of personal computer, including word processing and spreadsheet programs; calculator, telephone, copy machine and fax machine.

**PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

**SELECTION GUIDELINES**

Formal application, rating of education and experience; oral interview; background and reference check; job related tests may be required.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**CITY ADMINISTRATOR**

**NATURE OF WORK**

This is highly responsible work in providing executive direction and supervision over all general administrative affairs of the City government. Work involves planning, organizing, directing, and coordinating the general operation of all executive departments in the municipal administrative service, under the supervision of the Mayor. Responsibilities include the control and supervision of specific activities assigned to the Department of Administration including work performed by the Finance Department, the Planning and Human Resources Divisions, and the Mayor's Office. This employee also provides general and specific staff assistance to the Mayor in legislative, policy, fiscal, and other technical matters, represents this official and the City as delegated, and serves as the City's chief negotiator with organized City employees. Work is reviewed through conferences, reports, and the evaluation of the soundness and success of recommendations and administrative actions.

**EXAMPLES OF WORK**

Attends meetings of the City Council, its committees, advisory and administrative boards; develops and coordinates the preparation of research information on municipal government operations and activities; presents operating information, administration policies and views relevant to various subjects;

Directs all Department Heads in developing, administering, and modifying City policies as set forth by the Mayor and the City Council;

Directs and participates in the assembly, analysis and presentation of departmental budget requests; directs the preparation of the municipal budget; reviews financial transactions for conformance with budget appropriations, reports and observes on unusual expenditures to the Mayor;

Directs, through the Finance Director and reviews, municipal licensing, records management, property assessment, and treasury management; legal, purchasing, planning, and central services activities; approves the installation of procedural and related improvements and recommends major improvements in financial administration;

Negotiates labor contracts with three bargaining units within policy guidelines established by the Mayor and Council;

Confers with department heads concerning operating problems, plans and policy questions; interprets policies; advises or directs administrative and operating officials in the conduct of functional programs;

Advises the Mayor of administrative implications of proposed legislative and policy matters;

Reviews organizational and procedural aspects of the various departmental programs; approves and orders improvements or prepares recommendations on major changes to facilitate improved economies or effectiveness;

Represents the Mayor at ceremonial functions; receives visitors; reviews, investigates, and resolves major citizen complaints;

Performs related work as required.

**MINIMUM REQUIREMENTS**

Graduation from an accredited college or university with a degree in political science, public administration, business management, finance, or a related field, preferably supplemented by an advanced degree in public administration; AND at least ten years progressively responsible City administration work.

**DESIRABLE EDUCATION AND EXPERIENCE**

Thorough knowledge of the principles and practices of municipal government

administration;

Thorough knowledge of the organization forms, operating methods, and procedures of municipal government;

Ability to plan, organize, direct, and coordinate a large organization involved in the full range of municipal government activities and services;

Ability to accurately interpret administration policies and to gain the cooperation of department heads and employees in their effective enactment;

Ability to accurately analyze administrative operations and to present clear and concise recommendations;

Ability to effectively represent the City and the Mayor before the City Council, other governmental agencies and officials, and the general public.

### **ESSENTIAL JOB FUNCTIONS**

#### **Communications:**

Must be able to read, write, hear, and speak English sufficiently to understand technical information related to reading and reviewing reports, ordinances, regulations and guidelines, correspondence; and to communicate effectively orally and in writing matters that are frequently controversial and emotionally charged. Also, ability to establish and maintain working relationships with elected and appointed officials, various employees and employee groups, and the general public.

#### **Physical:**

Hand-eye coordination is required to operate computer and office equipment, and audio-visual equipment and accoutrements used in making presentations. While performing the duties of this job the employee is frequently required to sit for prolonged periods of time.

#### **Environmental:**

Work is performed mostly in office settings with moderately quiet conditions. Outside work is occasionally performed on sites proposed for development, redevelopment, public acquisition and improvement with exposure to weather conditions, dust, dirt, loud noise, traffic, exhaust fumes, and moving equipment;

#### **Vision:**

Hand-eye coordination is necessary to operate computer equipment and various pieces of office equipment.

#### **Intellectual:**

Must be capable of reasonable judgement and possess sound reasoning skills due to the independent nature of a considerable amount of work involved. Must possess superior interpersonal skills to deal with a diverse audience and controversial issues. Must have the ability to learn the proper techniques and use of computer equipment and various software including geographic information systems (GIS), spreadsheets, and word processing. Must have the ability to learn the proper techniques and use of office and computer equipment and inspection/testing equipment.

3/31/00

## City of Minnetonka Job Description

**Job Title:** City Manager  
**Department/Division:** Administration  
**Supervisor's Title:** City Council  
**Exempt/Non-exempt:** Exempt

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**Position Objective:** Lead the organization, consistent with the strategic goals and shared values of the City of Minnetonka.

### **Essential Job Functions:**

1. **Leadership** – set the standard; foster a motivated and cohesive leadership team; encourage openness to change; demonstrate decisive and effective leadership on sensitive issues.
2. **Organizational management** – insure the effective and efficient delivery of quality city services; promote progressive practices; recruit, motivate and retain quality employees.
3. **Mayor & Council support** – respond promptly and effectively to council requests and directives; provide timely, useful and accurate information for policy decisions.
4. **Fiscal management** – insure the city's long-term capacity to deliver quality services at a reasonable price; administer the budget according to council policy and sound fiscal practices.
5. **Customer service** – insure that citizen requests and concerns are effectively and efficiently responded to and resolved; cultivate positive relationships with our residents and businesses.
6. **Community relations** – promote a positive city image within the community; represent city interests and foster cooperative associations with other agencies and the media.

### **Other Job Functions:**

1. Perform other duties and assume responsibilities as apparent or assigned.

### **Knowledge, Skills and Abilities**

Knowledge of: public service management and financing.

Skilled in: management, leadership and communication.

Ability to: leap tall buildings at a single bound.

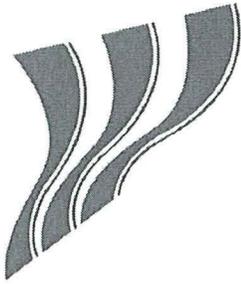
### **Minimum Qualifications**

1. Master's degree in public administration or related field.
2. Extensive experience in managing complex public organizations.
3. Commitment to and belief in the organization's shared values.

### **Desired Qualifications**

1. Collaborative, team-oriented management style.
2. Ability to manage change and positively resolve conflict.
3. Visionary leadership and pragmatic decision-making abilities.
4. Commitment to high level of customer service.

**Supervision of Others:** All Department Directors



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

**Agenda Item Number:** 15

**Meeting Date:**

**Attachments:** \_\_\_ Yes X No

**CITY COUNCIL ACTION**

**Date:** June 15, 2015

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

**Originating Department:** City Clerk-Treasurer

**Agenda Item:** Consideration of a 1 Day to 4 Day Temporary On-Sale Liquor License

**Recommended Action:** Motion to approve the applications on a roll call vote

**Background/Summary:**

Willmar Downtown Development Inc., a current Non-Profit Organization, is requesting authorization to provide alcohol at the "Beer on Becker" social event located at 414 Becker Avenue SW. A State approved 1 Day to 4 Day Temporary On-Sale Liquor License is required to hold this event scheduled for June 25, 2015.

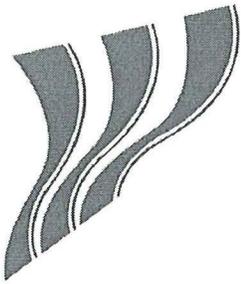
**Alternatives:** Deny the organization the license or require the use of a State Liquor Caterer

**Financial Considerations:** \$100 Application Fee

**Preparer:** City Clerk-Treasurer

**Signature:**

**Comments:**



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE  
ACTION

Agenda Item Number: 16

Meeting Date:

Attachments: \_\_\_ Yes \_\_\_ No

CITY COUNCIL ACTION

Date: June 15, 2015

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: City Clerk-Treasurer

Agenda Item: Designate the Responsible Authority for Data Practices as Interim City Administrator Kevin J. Halliday

**Recommended Action:** The Minnesota Government Data Practices Act regulates data collected, created, received, maintained, disseminated or stored by a state agency, political subdivision or state-wide system regardless of its physical form, storage media or conditions of use. Minnesota Statute, Section 13.02, Subd. 6, requires the City to appoint one person as the Responsible Authority to administer the requirements for collection, storage, use and dissemination of data on individuals within the City.

**Background/Summary:**

MN Statutes 13.025 GOVERNMENT ENTITY OBLIGATION.

Subdivision 1. Data inventory.

The Responsible Authority shall prepare an inventory containing the authority's name, title, address, and a description of each category of record, file, or process relating to private or confidential data on individuals maintained by the authority's government entity. Forms used to collect private and confidential data may be included in the inventory. The responsible authority shall update the inventory annually and make any changes necessary to maintain the accuracy of the inventory. The inventory must be available from the Responsible Authority to the public according to the provisions of sections 13.03 and 15.17.

**Alternatives:** No other option, the City must comply with state statute.

**Financial Considerations:** No monetary impact

Preparer: City Clerk-Treasurer

Signature:

Comments:

RESOLUTION NO. \_\_\_\_\_

APPOINTING A RESPONSIBLE AUTHORITY

WHEREAS, Minnesota Statutes, Section 13.02, Subd. 6, requires that the City of Willmar appoint one person as the Responsible Authority to administer the requirements for collection, storage, use and dissemination of data on individuals within the City; and

WHEREAS, the City Council of the City of Willmar shares the concern expressed by the Legislature on the responsible use of all City data and wishes to satisfy this concern by immediately appointing an administratively and technically qualified Responsible Authority as required under the Statute.

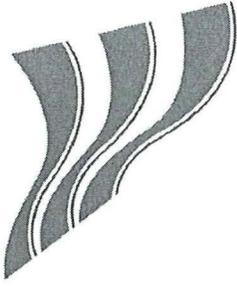
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the City Interim City Administrator Kevin J. Halliday be appointed as the Responsible Authority for the purpose of meeting all requirements of Minnesota Statutes, Sections 13.02-13.87, as amended, and with rules as lawfully promulgated by the Commissioner of Administration as published in the State Register.

Dated this 15<sup>th</sup> day of June, 2015.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk-Treasurer



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

**Agenda Item Number:** 17

**Meeting Date:**

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date: June 15, 2015**

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

**Originating Department:** Planning & Development Services

**Agenda Item:** Consideration of a petition to vacate a portion of Abbott Dr. SE R-O-W.

**Recommended Action:** Staff recommends adoption of a resolution setting a public hearing for the July 6, 2015 Council meeting.

**Background/Summary:** The Parker/Poss Family petitioned to vacate a portion of Abbott Dr. SE right-of-way (northeast of the Assembly of God Church) that has never been improved in order for the property to be entered in the RIM program. The Planning Commission approved the vacation with the retention of a utility easement for MUC lines.

**Alternatives:** Leave the R-O-W in place.

**Financial Considerations:** N/A

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

**Signature:** *Megan M DeSchepper*

**Comments:**

RESOLUTION NO.\_\_\_\_

RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER A  
PETITION TO VACATE A STREET RIGHT-OF-WAY

BE IT RESOLVED by the City Council of the City of Willmar that the Council conduct a public hearing at 7:0\_ p.m. on Monday, July 6, 2015, in the Council Chambers at the Municipal Utilities Commission Building, 700 Litchfield Ave. SW, Willmar, MN.

BE IT FURTHER RESOLVED that the purpose of the hearing will be to consider a street vacation initiated by the City described as:

Platted street adjoining the following described real estate located in the City of Willmar, County of Kandiyohi, State of Minnesota, described as follows: Lot 1 of Block 1, Lots 1-5, both inclusive, of Block 2 and Outlots A and B of South Industrial Park.

BE IT FURTHER RESOLVED that any person having an interest in said matter is invited to appear in person or be represented by counsel to be heard on this matter.

Date this 15<sup>th</sup> day of June, 2015.

Marvin Calvin  
MAYOR

Attest:

Kevin Halliday  
CLERK TREASURER

