

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

December 1, 2014
7:00 p.m.

The regular meeting of the Willmar City Council was called to order by the Honorable Mayor Frank Yanish. Members present on a roll call were Mayor Frank Yanish, Council Members Denis Anderson, Ron Christianson, Steve Ahmann, Audrey Nelsen, Tim Johnson, Rick Fagerlie, Jim Dokken and Bruce DeBlicek; Present 9, Absent 0.

Others present were City Administrator Charlene Stevens, City Clerk Kevin Halliday, Police Chief Jim Felt, Public Works Director Sean Christensen, Fire Chief Gary Hendrickson, Planning and Development Director Bruce Peterson, Community Education and Recreation Director Steve Brisendine and City Attorney Robert Scott.

A change to the agenda was made by Mayor Yanish to move agenda item No. 9 up on the agenda to No. 8 just following the scheduled public hearings.

Council Member Anderson offered a motion adopting the Consent Agenda which included the following: City Council Minutes of November 17, City Council/Finance Special Meeting Minutes of November 18, Rice Hospital Board Minutes of November 19, Willmar Municipal Utilities Board Minutes of November 24, Application for Exempt Permit – Willmar Curling Club, Accounts Payable Report through November 26, Building Inspection Reports for September and October, Police Commission Minutes of October 9, and Willmar Lakes Area CVB Minutes of October 21, 2014. Council Member Fagerlie seconded the motion, which carried.

At 7:04 p.m. Mayor Yanish opened a public hearing to discuss an application for tax abatement for the proposed redevelopment of the Regency East Mobile Home Park by Mr. Gus Wurdell on behalf of the Willmar Redevelopment Company, LLC. Mr. Wurdell recently purchased the property and requested tax abatement for the City's portion of real estate taxes for a ten-year period to assist with redevelopment costs. Plans for the property include all new residential structures, making infrastructure improvements, recreational improvements, screening improvements, and possibly a new storm shelter. After review of the cash flow projections for the facility, it was staff's recommendation to approve a ten-year tax abatement for the City's portion in an amount not to exceed \$25,000 aggregate over the ten-year period. There being no one present to speak for or against the tax abatement, Mayor Yanish closed the hearing at 7:25 p.m.

Resolution No. 1 was introduced by Council Member Fagerlie, seconded by Council Member DeBlicek, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 8, Noes. 0.

RESOLUTION NO. 1

RESOLUTION APPROVING PROPERTY TAX ABATEMENT

BE IT RESOLVED by the City Council (the "Council") of the City of Willmar, Minnesota (the "City"), as follows:

1. Recitals.
 - a. Willmar Redevelopment Company, LLC (the "Developer") proposes to redevelop the mobile home park existing on Developer's real property located at 1400 Lakeland Drive Northeast (parcel number 95-912-0951, the "Development Property") in the City, (the "Project"). The

developer has requested that the City provide financial assistance to the Developer for the project. The City proposes to use tax abatement for the purposes provided for in the Abatement Law (an hereinafter defined), including the Project. The proposed term of the abatement will be for a term not to exceed ten years in a total amount not to exceed \$25,000. The abatement will apply to the City's share of ad valorem property taxes on the Development Property derived from the value of the Project and paid by the Developer (the "Abatement").

- b. On December 1, 2014 the Council held a public hearing on the question of the Abatement, with proper notice being duly given.
- c. The Abatement is authorized under Minnesota Statutes, Section 469.1812 through 469.1815 (the "Abatement Law").

2. Findings for the Abatement. The City Council hereby makes the following findings:

- a. The Council expects the benefits to the City of the Abatement to at least or exceed the costs to the City thereof.
- b. Granting the Abatement is in the public interest because it will increase or preserve the tax base of the City, provide employment opportunities in the City and help redevelop or renew blighted areas.
- c. The Property is not located in a tax increment financing district.
- d. In any year, the total amount of property taxes abated by the City by this and other resolutions, if any, does not exceed greater of ten percent (10%) of the current levy or \$200,000.

3. Terms of Abatement. The Abatement is hereby approved; provided, however, this approval is contingent upon the approval by Kandiyohi County of an abatement program for the Project upon the same terms as set forth below for the County's share of property tax amount which the County receives from the Property. The terms of the Abatement are as follows:

- a. The Abatement shall be for ten (10) years and shall apply to the taxes payable in the years 2015 through 2024 inclusive.
- b. The City will abate the portion of the City's share of ad valorem property taxes on the Development Property paid by the Developer, beginning with taxes payable in 2015 and continuing through taxes payable in 2024, as follows:

1. The lesser of \$2,500 per year or the actual City portion of real estate taxes.

- c. The Abatement shall be subject to all the terms and limitation of the Abatement Law, as well as the certain Tax Abatement Agreement between the Developer and the City approved by the City on even date herewith setting forth the rights and obligations of the parties with respect to the Abatement in greater detail.
- d. The Abatement may not be modified or changed during its term.

Dated this 1st day of December, 2014.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

At 7:10 p.m. Mayor Yanish opened the Truth in Taxation Hearing. City Administrator Charlene Stevens summarized that each year as part of the budgeting process; the City is required by Minnesota law to conduct a public hearing. The County Auditor is responsible for mailing statements to each resident indicating the effective tax rates for the coming year. The notice provided to property owners includes an estimate of how much their property tax will increase or decrease, as well as the time and date of the hearing. The purpose of the hearing is to discuss the percentage change in property taxes proposed and the specific purpose for which property tax revenues are being changed. Property owners have an opportunity to review information pertaining to a property tax proposed for their property and react to local budget decisions before they become finalized. The recommended levy was set at \$4,451,028 which represents a \$250,000 increase over 2014. There being no one present who wished to speak, Mayor Yanish closed the hearing at 7:14 p.m.

Resolution No. 2, setting the 2015 Levy for the City of Willmar, was introduced by Council Member Ahmann, seconded by Council Member Anderson, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 8, Noes. 0.

RESOLUTION NO. 2

BE IT RESOLVED by the City Council of the City of Willmar, Kandiyohi County, Minnesota, that the following sums of money be levied for the current year collectable in 2015, upon the taxable property in said City of Willmar, for the following purposes:

General Fund	\$ 4,304,028
Street/Infrastructure Improvements	\$ <u>147,000</u>
Total	\$ 4,451,028

BE IT RESOLVED, that there is a sufficient sum of money in the Debt Service Funds of the City, together with the above Debt Service Fund Tax Levy, to pay principal and interest in 2015 on all outstanding bond issues, and the deferred annual tax levies previously certified to the County Auditor are hereby cancelled;

The City Clerk is hereby instructed to transmit a certified copy of this Resolution to the County Auditor of Kandiyohi County, Minnesota.

Dated this 1st day of December, 2014.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

The members of the Council discussed the designation for use of the funds from the levy increase and unspent funds. Street reconstruction/maintenance funding was discussed in relation to the \$250,000 increase in the budget. Council Member Christianson spoke against the tax increase going toward the Auditorium improvements rather than street improvements. Staff clarified the budgeting cycle and how the unspent funds are allocated into the next year's budget and not available until after the close of the year when all the costs have been finalized. Therefore the 2014 unspent funds will be programmed into the 2016 budget and the 2013 excess dollars are already included in the 2015 budget. Public Works Director Sean Christensen was asked to address the Council in relation to the Pavement Management Plan and its ability to maintain the City's street and infrastructure system.

Council Member Christianson stated he doesn't like increasing taxes to repair the Auditorium and felt the City should designate unspent funds toward the repair. He also asked for clarification on the amount designated in the budget for the potential rate increase for utilities and funds designated for the purchase of the Zamboni.

Council Member Ahmann addressed the Council in relation to the City's street improvements and future expenditures toward maintaining good roads and specifically the lack of seal coating. Council Member DeBlieck spoke in support of maintaining City buildings and parks with Council Member Johnson reiterating his statement.

Resolution No. 3, adopting the budget for 2015, was introduced by Council Member Anderson, seconded by Council Member DeBlieck, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 8, Noes. 0.

RESOLUTION NO. 3

ADOPTING THE BUDGET FOR THE FISCAL YEAR 2015

BE IT RESOLVED by the City Council of the City of Willmar that the Annual Budget for the fiscal year beginning January 1, 2015, which has been submitted by the Mayor and modified and approved by the City Council, is hereby adopted, the totals of the said budget and the Mayor's division thereof being as follows:

EXPENDITURE REQUIREMENTS

General Operating	\$ 15,655,066
Capital Improvements	1,949,306
Special Revenue/Internal	1,788,913
Debt Service	2,706,227
Enterprise (Wastewater)	<u>11,291,884</u>
 Total 2015 Budget	 \$ 33,391,396

Dated this 1st day of December, 2014.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

City Attorney Robert Scott commented on the consequence of the Mayoral veto regarding the 2015 funding for Community Groups and requested clarification of the intended dollar amounts. Mayor Yanish opined he had mistakenly thought he was vetoing the increase only, and asked the Council to override his veto. To clarify the veto, the funding was changed as follows:

Humane Society	\$28,800 to \$28,000
Meals on Wheels	\$19,200 to \$15,000
Willmar Downtown Development	\$37,000 to \$20,000
Willmar Fests	\$25,000 to \$25,000

Council Member Christianson made a motion to override the Mayor's veto and restore the funding, with Council Member Dokken seconding the motion, which carried on a roll call vote of 8 Ayes and 0 Noes.

Christie Kurth, 907 SE Becker Avenue, (Board Chairman West Central Industries), was acknowledged by Mayor Yanish to speak at the Open Forum. Ms. Kurth thanked the Mayor and Council and expressed the appreciation for the Council's support of the Meals on Wheels program.

James Miller, representing Willmar Fests and the United Way, expressed his appreciation for the funding support for both the Willmar Fests and the Meals on Wheels programs. He mentioned that Willmar Fests will be celebrating its 70th summer celebration and also his personal experiences through United Way in delivering Meals on Wheels.

Bob Skor, 617 SW 14th Street, spoke in relation to increases in utility rates and if they are really necessary if the City would cut back on some of the capital improvement expenditures and mentioned a proposed \$8 million office headquarters/garage for the utility department.

Steve Gardner, 2645 - 19th Avenue SW, stated his appreciation of the Council support to override the veto. He spoke in support of the Humane Society and stressed the great need for its services and just what the shelter does for the community.

Jim Peterson, 6810 County Road 9 NE, also thanked the Council for overruling the veto and for the funding. He requested that at some point the Council place the Humane Society as a separate budget line item rather than included as a community group, perhaps noted as animal control.

Mayor Yanish called a recess to the meeting at 8:05 p.m. noting he would be leaving the meeting. At 8:11 p.m. the Council reconvened with Mayor Pro Tempore Anderson residing.

City Administrator Charlene Stevens reviewed the request of the Council at their last meeting to receive additional information regarding action taken at the Willmar Municipal Utilities Board meeting of November 10, 2014, on Resolution No. 44 to purchase land from Jennie-O Turkey Store, Inc. for purposes of construction of a substation. The resolution authorizes a purchase agreement for the land acquisition of 47.82 acres in the amount of \$352,000 for the Priam substation. Wesley Hompe, General Manager of Willmar Municipal Utilities (WMU), was present to address the Council and respond to questions. The Council has 30 days or until December 17th to act on the purchase.

Mr. Hompe gave a brief history on the energy source needs and why an additional substation is being proposed. In 2005 it was recognized that there was a need for an additional strong source of power in addition to the main source of power that comes in south of Willmar. The WMU has been working in conjunction with our transmission provider Great River Energy, and it was decided after conclusion of a detailed study, that the most cost-effective source was the completion of a transmission line from Paynesville to Hawick and this substation. The most cost-effective place for a substation was shown to be the Priam area. He cited all the criteria involved in the decision-making process for the location. This area was far enough away to avoid a common natural disaster and is near a 115 volt line which minimizes the cost of WMU connection lines. An appraisal was obtained on the entire 47.82 acres rather than just the 12 acres as Jennie-O Turkey Store indicated they had no use for the remainder of the land. Jennie-O Turkey Store will be responsible for removal of all buildings, utilities and foundations preparing the property for construction.

Council Member Christianson addressed the Council suggesting the City offer \$1.00 for the property and requested clarification from City Attorney Robert Scott of the required Council action. City Attorney Robert Scott stated the Council's opportunity is either to overrule the resolution with five affirmative votes or not do that, in which case the agreement will stand as approved by the Utilities Commission. After considerable discussion, Council Member Nelsen made a motion to accept the action of the Willmar Municipal Utilities Commission and approve Resolution No. 44 of the WMU meeting minutes of November 10, 2014. Council Member DeBlieck seconded the motion, which failed on roll call vote of 4 Ayes and 4 Noes. General Manager Wes Hompe pointed out to the Council that WMU is required by law to offer the appraised value for land purchases so offers of lessor value are not feasible. This matter will be reconsidered at the December 15, 2014 Council meeting subsequent to review of Jennie-O Turkey Store consideration of a secondary offer.

The Community Development Committee Report for November 25, 2014 was presented to the Mayor and Council by Council Member Fagerlie. There were four items for consideration.

Item No. 1 There were no public comments.

Item No. 2 Staff presented the Committee with the formal request by William Donner and Oil-Air Products for tax abatement. The abatement is requested to partially offset increased real estate taxes resulting from a move by Oil-Air Products from Litchfield to Willmar. Staff was recommending an eight-year decreasing abatement on the City portion of taxes as follows:

- Years 1-3 - 100%
- Years 4-6 - 75 %
- Years 7-8 - 50 %

The tax abatement, as recommended, would be a pass-through from the building owner (Donner) to the company (Oil-Air Products). Steve Renquist, EDC Director, spoke about the value of the jobs and the benefits of increased payroll in the local economy. Doug Fenstra, local realtor who has been involved with the project, said that the company plans to spend over \$80,000 on improvements. The Committee inquired about initial employee numbers and the future for job growth. Mr. Renquist said there would be nine employees initially, and at least 13 within a couple of years. Due to the size of the facility, there is great room for expansion, and the company plans to grow in Willmar. Mr. Fenstra said the company has discussed building a new facility in Willmar in the future because of proximity to its product's end users. Kandiyohi County has already approved the abatement, contingent upon the City subsequently approving the abatement.

The Committee was recommending the Council set a public hearing on the tax abatement for December 15, 2014. Council Member Fagerlie made a motion to set the tax abatement hearing for Donner Oil-Air Products for 7:01 p.m., December 15, 2014, with Council Member DeBlieck seconding the motion, which carried with Council Member Ahmann voting against.

Item No. 3 Staff presented a construction update to the Committee. At the end of October, the total construction valuation was approximately \$46.5 million for 2014. Projects and plans that are in-house are expected to boost that total to above \$60 million by year end. The majority of the construction in 2014 has been commercial and industrial, with those valuations exceeding \$39 million at the end of October. This was received for information only.

Item No. 4 Under Old Business Council Member Johnson raised the issue of garbage violation enforcement in the CBD. Several problem properties are again violating the Municipal Code sections dealing with garbage storage and collection. The problem has been compounded by recent snow fall and errant parking which has kept garbage trucks from accessing dumpsters and garbage cans at certain locations downtown. Staff suggested that a small group sit down to review the Municipal Code to try to identify weak points in the enforcement process. Council Member Johnson said he would also discuss the matter with the City Attorney. This was received for information only.

Item No. 5 Under New Business the upcoming grand openings of Aldi and Taco Bell were mentioned. The Aldi opening is set for 9:00 a.m. on Thursday, December 11, 2014. A final date for the Taco Bell opening was not available at the time of the meeting.

The Community Development Committee Report for November 25, 2014, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Member Fagerlie, seconded by Council Member Christianson, and carried.

There was no New Business to come before the Council.

Under Old Business Council Member Christianson inquired as to the repair/replacement of the damaged "Welcome to Willmar" entrance sign on the north city limits.

Announcements for Council Committee meeting dates were as follows: Finance, 4:45 p.m. at City Hall December 8; Public Works/Safety, 4:45 p.m. at City Hall, December 9; Labor Relations, 4:45 p.m. at City Hall, December 10 and Community Development, 4:45 p.m. at City Hall, December 11, 2014.

There being no further business to come before the Council, the meeting adjourned at 9:17 p.m. upon motion by Council Member Christianson, seconded by Council Member Ahmann, and carried.

Attest:

MAYOR PRO TEMPORE

SECRETARY TO THE COUNCIL

WILLMAR MUNICIPAL UTILITIES MINUTES
MUNICIPAL UTILITIES AUDITORIUM
DECEMBER 8, 2014

The Municipal Utilities Commission met in its regular scheduled meeting on Monday, December 8, 2014, 11:45 a.m. in the Municipal Utilities Auditorium with the following Commissioners present: Steve Salzer, Matt Schrupp, Carol Laumer, Dan Holtz, Jeff Nagel, Joe Gimse, and Justin Mattern.

Others present at the meeting were: General Manager Wesley Hompe, Director of Finance Tim Hunstad, Director of Operations John Harren, Power Supply Manager Chris Carlson, Power Production Supervisor Jon Folkedahl, Customer Service Supervisor Stacy Stien, Administrative Secretary Beth Mattheisen, City Attorney Robert Scott (via teleconference), City Councilman Bruce DeBlick, Mayor Frank Yanish, City Councilman Ron Christianson, Representative-Elect Dave Baker, and West Central Tribune Journalist David Little.

President Salzer opened the meeting by requesting a resolution to approve the Consent Agenda. Commissioner Gimse made a request to add an additional item to the presented agenda. The requested agenda item would be to reexamine the previously approved Resolution No. 44 (dated 11/10/14) regarding the land acquisition for the Priam Substation Project. President Salzer approved the addition of agenda item 4.a. to further discuss Resolution No. 44. Following a review and discussion, Commissioner Holtz offered a resolution to approve the Consent Agenda with the inclusion of item 4.a. Commissioner Laumer seconded.

RESOLUTION NO. 48

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

- ❖ Minutes from the November 24, 2014 Commission meeting; and,
- ❖ Bills represented by vouchers No. 142259 to No. 142336 inclusive in the amount of \$242,001.44 with a MISO credit in the amount of \$121,982.05 and a Westmoreland Resource (coal) payment in the amount of \$64,938.96.
- ❖ Add agenda item 4.a. to review Resolution No. 44 (purchase of Priam Substation Property)

Dated this 8th day of December, 2014.

President

ATTEST:

Secretary

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

Commissioner Salzer introduced discussion by requesting formal action by the Commission to accept the Cost of Service & Rate Design Study recently conducted by Dave Berg Consulting, LLC. Mr. Berg had presented the Commission with an overview and analysis of the study at the November 24th MUC meeting. The study included cost of service based on actual 2013 data with projected operational results for the years 2014-2018. As a result of the compiled data and the projected future operational needs of WMU, it was the recommendation of Mr. Berg that rate adjustments to both the existing electric and water rates would be advisable. An overall rate increase of 4.5% has been recommended for the electric rates and an overall 20% increase is recommended for the water rates. These increases have been recommended to help ensure the continued financial strength of WMU. It was noted that the increases will not affect all customers equally and specific rate design recommendations were also included for each electric and water retail rate class. Based on financial projections, while taking into account capital and operating expenses, future rate adjustment may need to be considered. The Commission requested procedural clarification related to formal acceptance of the study and what effects future Capital Improvement Projects would have related to the recommended rate adjustments. Director of Finance Hunstad indicated that the increases in both future power supply and transmission costs/expenses combined with the aging infrastructure, would ultimately become reliability issues the City would be facing in the future. The Commission directed Staff to provide additional attention to the capital expenditures, and to provide consumers with sample billings including the recommended rate adjustments (electric & water) for the various rate classifications. City Attorney Scott informed the Commission that by accepting the study, this does not "lock in" the recommended rate adjustments as presented in the report. General Manager Hompe continued by presenting a brief description and time schedule involved in the process to implement rate adjustments. Following additional discussion, Commissioner Laumer made a motion to accept the Cost of Service and Rate Design Study as prepared by Dave Berg Consulting, LLC. Commissioner Mattern seconded the motion which carried by a vote of seven ayes and zero nays.

At this time, a number of WMU-related reports were presented for information and discussion. Director of Finance Hunstad reviewed with the Commission the October 2014 Financial Report and the October 31, 2014 Investment Report. Manager of Power Supply Carlson reviewed with the Commission the October 2014 Power Supply Report. These were for information only.

Director of Operations Harren presented the Commission with an updated report on the Electric Distribution Capital Budget. The original 2014 Electric Distribution (ED) Capital Budget was adopted in the amount of \$1,640,500. The ED Capital Budget was amended by the MWU planning Committee and approved by the Commission on July 28, 2014 at \$1,936,000. The adjustments were needed due to the high volume of new commercial customer applications, higher than anticipated underground primary conductor failure, and the KPC buy-out of Abbott Drive. Since July, WMU incurred additional capital costs including the underground feeder cable replacement estimated at \$115,000, and the KPC buyout costs which was originally estimated at \$200,000-\$250,000 may approach

\$400,000 (WMU has requested and is currently waiting for an itemized listing of the KPC facilities). Harren also informed the Commission that there have also been a number of capital budget items that were under budget in 2014 totaling \$388,000 which offset the unanticipated project costs.

The next topic for discussion was the addition of item 4.a. to reexamine Resolution No. 44 (approved at the 11/10/14 MUC meeting) regarding the purchase of property for the Priam Substation Project. Commissioner Salzer informed the Commission that the minutes from the November 10th meeting had been tabled by the City Council at their November 17th meeting. This action institutes a 30-day review period. If no action is taken by the City Council within the thirty days, the minutes would be formally approved. Commissioner Gimse stated that due to the subsequent discussions by the City Council and their hesitation to move forward with the purchase, consideration should be given to rescind Resolution No. 44. One option for consideration would be to possibly renegotiate the purchase agreement with the property owner, Jennie-O Turkey Store (JOTS). Commissioner Gimse offered a motion to rescind Resolution No. 44 regarding the approval of the Property Purchase Agreement between WMU and JOTS to acquire the necessary land for the Priam Substation Project and to readdress the issue. Commissioner Mattern seconded the motion for discussion.

General Manager Hompe informed the Commission that if the agreement in front of the City Council is vetoed, JOTS had expressed their willingness to enter into further discussions concerning the property acquisition. Councilman DeBlieck reaffirmed that if no action is taken by the City Council within the thirty-day time period (12/17/14), Resolution No. 44 would be approved. Attorney Scott interjected that the process to override the resolution would require a vote of at least five Councilmembers (this does not constitute the type of vote such as a four/four vote with the Mayor breaking the tie). If at the December 15th City Council meeting at least five votes to overrule the resolution are not presented, the resolution would be officially approved. Attorney Scott further offered his legal clarification of the process involved to rescind the resolution. The wording of Resolution No. 44 was further discussed. Following additional discussion, the motion first made by Commissioner Gimse and seconded by Commissioner Mattern to rescind Resolution No. 44 failed by a vote of two ayes (Gimse & Mattern), four nays (Salzer, Holtz, Laumer & Nagel), and one abstaining (Schrupp).

Commissioner Salzer reported that while the topic to resell the excess acreage not required for the project was referred to in the minutes of the 11/10/14 MUC meeting, it should have been directly included in Resolution No. 44. The intention of the Commission was to have the excess acreage put back on the market for resale immediately following the completion of the Priam Substation Project. The property agreement was to purchase 47.82 acres from JOTS in the amount of \$352,000 with between 12-14 acres actually required for the project. Additional details concerning the purchase were reviewed. Hompe further noted that a meeting with JOTS staff members had been scheduled for later today (12/8/14) to address the property sale. Discussion continued regarding additional language required relating to the land acquisition addressed in Resolution No. 44. Attorney Scott clarified for the Commission the legalities involved regarding amending a resolution. Following further discussion, Commissioner Laumer offered a motion directly related to Resolution No. 44

stating that upon completion and the commercial operation of the Priam Substation, WMU would begin the process to the sell the excess property originally acquired for the project. Commissioner Nagel seconded the motion which carried by a vote of six ayes, and one abstaining (Schrupp).

General Manager Hompe informed the Commission that the Interconnection Agreement with Xcel Energy was nearing completion. Transmission Attorney Robert Jablon has been working closely with WMU Staff throughout this lengthy process to reach and identify the terms and conditions of the agreement.

General Manager Hompe informed the Commission of a number of future utility-related events to note. These events include:

- WMU Labor Committee Meeting – December 8, 2014 @ 12:30 p.m. (approx.)
- MMUA Legislative Conference (Bloomington) – February 4-6, 2015
- APPA Legislative Rally (Washington, DC) – March 9-11, 2015
- APPA National Conference (Minneapolis, MN) – June 5-10, 2015
- MMUA Annual Summer Conference (Breezy Point) – August 17-19, 2015

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

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Administrative Secretary

ATTEST:

Carol Laumer, Secretary

LG220 Application for Exempt Permit

<p>An exempt permit may be issued to a nonprofit organization that:</p> <ul style="list-style-type: none"> conducts lawful gambling on five or fewer days, and awards less than \$50,000 in prizes during a calendar year. <p>If total prize value for the year will be \$1,500 or less, contact the Licensing Specialist assigned to your county.</p>	<p>Application fee (nonrefundable) If the application is postmarked or received 30 days or more before the event, the application fee is \$50; otherwise the fee is \$100.</p>
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Organization Information

Organization Name: <i>Safe Avenues</i>	Previous Gambling Permit Number: <i>X 92763-14-002</i>
Minnesota Tax ID Number, if any: <i>4192706</i>	Federal Employer ID Number (FEIN), if any: <i>41-1931304</i>

Type of Nonprofit Organization (check one):

Fraternal
 Religious
 Veterans
 Other Nonprofit Organization

Mailing Address: <i>P.O. Box 568</i>	City: <i>Willmar</i>	State and Zip: <i>MN 56201</i>	County: <i>Kandiyohi</i>
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Name of Chief Executive Officer (CEO): <i>Jennifer Johnson</i>	Daytime Phone: <i>320-235-0475</i>	Email: <i>jenje@willmarshelter.com</i>
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Nonprofit Status

Attach a copy of ONE of the following for proof of nonprofit status:

- Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**
Don't have a copy? This certificate must be obtained each year from:
Minnesota Secretary of State
Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Phone: 651-296-2803
- IRS income tax exemption (501(c)) letter in your organization's name.**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter).**
If your organization falls under a parent organization, attach copies of **both** of the following:
 - a. an IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 - b. the charter or letter from your parent organization recognizing your organization as a subordinate.

Gambling Premises Information

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):
Willmar Conference Center

Address (do not use PO box): <i>2100 E Hwy 12</i>	City or Township: <i>Willmar</i>	Zip Code: <i>56201</i>	County: <i>Kandiyohi</i>
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Date(s) of activity (for raffles, indicate the date of the drawing):
04-17-2015

Check each type of gambling activity that your organization will conduct:

Bingo*
 Paddlewheels*
 Pull-Tabs*
 Tipboards*
 Raffle (total value of raffle prizes awarded for the year: \$ _____)

*Gambling equipment for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES**, or call 651-539-1900.

Local Unit of Government Acknowledgment

**CITY APPROVAL
for a gambling premises
located within city limits**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print City Name: City of Willmar

Signature of City Personnel: [Signature]

Title: City Clerk Treasurer Date: 12/15/2014

Local unit of government must sign.

**COUNTY APPROVAL
for a gambling premises
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county).

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.166.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

Chief Executive Officer's Signature

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: _____

Print Name: _____

Requirements

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Send application with:

_____ a copy of your proof of nonprofit status, and
_____ application fee (nonrefundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$50; otherwise the fee is \$100. Make check payable to **State of Minnesota**.

To: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Financial report and recordkeeping required.

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.mn.gov/gcb.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board. Your organization must keep all exempt raffle records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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
BATTERY WHOLESALE INC			002860											
	41350	12/11/14	EXCHANGED/REPL. BATTERY	4.26		24326		D	N				INVENTORIES-MDSE	101.125000
BENNETT OFFICE TECHNOLOG			000099											
	41351	12/11/14	OFFICE SUPPLIES	108.23		212303		D	N				OFFICE SUPPLIES	651.48484.0220
BERNICK'S PEPSI-COLA CO			000103											
	41352	12/11/14	CONCESSION SUPPLIES	78.96		18001		D	N				GENERAL SUPPLIES	101.43425.0229
BLEESS AUTOMOTIVE INC			.01447											
	41353	12/11/14	SIGN DEPOSIT REF 2014-33	100.00		2014-33		D	N				DEPOSITS-SIGN PE	101.230001
BSE			001980											
	41354	12/11/14	ELEC CRIMP TERMINALS	44.60		908420832		D	N				MTCE. OF STRUCTU	651.48484.0225
	41354	12/11/14	ELECTRICAL PARTS	40.84		908445157		D	N				MTCE. OF STRUCTU	101.41409.0225
	41354	12/11/14	LIGHT BULBS	113.04		908446639		D	N				MTCE. OF STRUCTU	101.43425.0225
			VENDOR TOTAL	198.48										
				198.48		*CHECK TOTAL								
BUSINESSWARE SOLUTIONS			002776											
	41355	12/11/14	PRINT/PAGE COUNT	30.70		227601		D	N				OFFICE SUPPLIES	101.41402.0220
	41355	12/11/14	PRINT/PAGE COUNT	8.29		227601		D	N				OFFICE SUPPLIES	101.41403.0220
	41355	12/11/14	PRINT/PAGE COUNT	10.42		227601		D	N				OFFICE SUPPLIES	101.41404.0220
	41355	12/11/14	PRINT/PAGE COUNT	142.16		227601		D	N				OFFICE SUPPLIES	101.41405.0220
	41355	12/11/14	PRINT/PAGE COUNT	8.76		227601		D	N				OFFICE SUPPLIES	101.41409.0220
	41355	12/11/14	PRINT/PAGE COUNT	111.87		227601		D	N				OFFICE SUPPLIES	101.42411.0220
	41355	12/11/14	PRINT/PAGE COUNT	25.37		227601		D	N				OFFICE SUPPLIES	101.43417.0220
	41355	12/11/14	PRINT/PAGE COUNT	22.94		227601		D	N				OFFICE SUPPLIES	101.43425.0220
	41355	12/11/14	PRINT/PAGE COUNT	57.60		227601		D	N				OFFICE SUPPLIES	101.45433.0220
	41355	12/11/14	PRINT/PAGE COUNT	5.05		227601		D	N				OFFICE SUPPLIES	101.45435.0220
	41355	12/11/14	PRINT/PAGE COUNT	71.15		227601		D	N				OFFICE SUPPLIES	651.48484.0220
	41355	12/11/14	PRINT/PAGE COUNT	150.22		227842		D	N				OFFICE SUPPLIES	101.42412.0220
			VENDOR TOTAL	644.53										
				644.53		*CHECK TOTAL								
C D & T INC AUTO PARTS			000145											
	41356	12/11/14	HYDRAULIC HOSE	43.90		930150		D	N				MTCE. OF EQUIPME	651.48484.0224
	41356	12/11/14	HYDRAULIC HOSE	80.17		930363		D	N				MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	124.07										
				124.07		*CHECK TOTAL								
CENTERPOINT ENERGY			000467											
	41357	12/11/14	NATURAL GAS CHARGES	27.52		6038773/11-14		D	N				UTILITIES	101.43425.0332
	41357	12/11/14	NATURAL GAS CHARGES	604.60		6048932/11-14		D	N				UTILITIES	651.48484.0332
	41357	12/11/14	NATURAL GAS CHARGES	1,389.38		6061271/11-14		D	N				UTILITIES	101.45433.0332
	41357	12/11/14	NATURAL GAS CHARGES	65.12		6069198/11-14		D	N				UTILITIES	101.43425.0332
	41357	12/11/14	NATURAL GAS CHARGES	45.96		6072309/11-14		D	N				UTILITIES	101.45437.0332
	41357	12/11/14	NATURAL GAS CHARGES	581.85		6084836/11-14		D	N				UTILITIES	101.45435.0332

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CENTERPOINT ENERGY						000467								
	41357	12/11/14	NATURAL GAS CHARGES	1,286.59		6085332/11-14		D	N				UTILITIES	101.45433.0332
	41357	12/11/14	NATURAL GAS CHARGES	13.46		6093527/11-14		D	N				UTILITIES	101.43425.0332
			VENDOR TOTAL	4,014.48		*CHECK TOTAL								
CHAMBERLAIN OIL CO						000154								
	41358	12/11/14	OIL	1,285.75		135759		D	N				INVENTORIES-MDSE	101.125000
	41358	12/11/14	DRUM RETURN	20.00	CR	135759		D	N				INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	1,265.75		*CHECK TOTAL								
CHAPPELL CENTRAL INC						000156								
	41359	12/11/14	CHECKED HTG SYSTEM-LABOR	154.50		00061376		D	N				MTCE. OF STRUCTU	101.45427.0335
	41359	12/11/14	BLDG 220 THERMOSTAT	123.34		00144688		D	N				MTCE. OF STRUCTU	651.48484.0225
			VENDOR TOTAL	277.84		*CHECK TOTAL								
CHARTER COMMUNICATIONS						000736								
	41360	12/11/14	MONTHLY PHONE SERVICE	41.60		3941/12-14		D	N				COMMUNICATIONS	101.41409.0330
	41360	12/11/14	MONTHLY PHONE SERVICE	68.11		4972/12-14		D	N				COMMUNICATIONS	101.41409.0330
			VENDOR TOTAL	109.71		*CHECK TOTAL								
COMPASS MINERALS AMERICA						003116								
	41361	12/11/14	ROAD SALT	1,985.29		71257130		D	N				GENERAL SUPPLIES	101.43425.0229
	41361	12/11/14	ROAD SALT	4,066.28		71258449		D	N				GENERAL SUPPLIES	101.43425.0229
			VENDOR TOTAL	6,051.57		*CHECK TOTAL								
CONCORDE BANK						002887								
	41362	12/11/14	2013 HOSP REV BOND-I	2,737.50		120114		D	N				PREPAID EXPENSES	350.128000
	41362	12/11/14	2013 HOSP REV BOND-P	13,800.00		120114		D	N				PREPAID EXPENSES	350.128000
			VENDOR TOTAL	16,537.50		*CHECK TOTAL								
CORNERSTONE OF WILLMAR I						002164								
	41363	12/11/14	AUDITORIUM RENNOVATIO	45,172.00		EST. 2		D	N				MTCE. OF OTHER I	450.45427.0336
CROW CHEMICAL & LIGHTING						000186								
	41364	12/11/14	CLEANING SUPPLIES	181.72		4843		D	N				CLEANING AND WAS	101.43425.0228
	41364	12/11/14	KLEENEX/SUPPLIES	152.35		4852		D	N				GENERAL SUPPLIES	651.48484.0229
			VENDOR TOTAL	334.07		*CHECK TOTAL								
DEPT OF HUMAN SERVICES						002914								
	41365	12/11/14	#22 RICE CARE CENTER-	25,164.49		00000241619		D	N				PREPAID EXPENSES	101.128000

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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							
	41366	12/11/14	PAINT FOR WATER TANK	36.29		821057198		D N	MTCE. OF EQUIPME	101.43425.0224
	41366	12/11/14	PAINT-THIN ICE SIGNS	108.78		821057285		D N	MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	145.07		*CHECK TOTAL				
DONOHUE & ASSOCIATES			002293							
	41367	12/11/14	COMPLIANCE SCHEDULE	1,282.50		12634-03		D N	PROFESSIONAL SER	651.48484.0446
DOOLEY'S PETROLEUM INC			000212							
	41368	12/11/14	150 GALLONS UNLEADED	459.00		269138		D N	MOTOR FUELS AND	651.48484.0222
	41368	12/11/14	329 GALLONS DIESEL	1,342.98		269139		D N	MOTOR FUELS AND	651.48486.0222
			VENDOR TOTAL	1,801.98		*CHECK TOTAL				
DOOLEY'S PETROLEUM INC			002163							
	41339	12/05/14	232 GALLONS UNLEADED	591.83		269305		D N	MOTOR FUELS AND	651.48484.0222
	41339	12/05/14	150 GALLONS DIESEL	505.80		269312		D N	MOTOR FUELS AND	651.48485.0222
	41339	12/05/14	148 GALLONS UNLEADED	404.04		269313		D N	MOTOR FUELS AND	651.48485.0222
	41339	12/05/14	1,914 GALLONS DIESEL	7,391.86		269321		D N	MOTOR FUELS AND	651.48484.0222
			VENDOR TOTAL	8,893.53		*CHECK TOTAL				
DYNA SYSTEMS			000223							
	41369	12/11/14	CABLE TIES	41.76		20839640		D N	INVENTORIES-MDSE	101.125000
ED DAVIS BUSINESS MACHIN			000229							
	41370	12/11/14	OFFICE SUPPLIES	156.93		135746		D N	OFFICE SUPPLIES	741.48001.0220
	41370	12/11/14	OFFICE SUPPLIES	43.75		135762		D N	OFFICE SUPPLIES	741.48001.0220
	41370	12/11/14	DESK CALENDARS	35.90		135915		D N	OFFICE SUPPLIES	651.48484.0220
	41370	12/11/14	DESK CALENDARS	27.47		136206		D N	OFFICE SUPPLIES	101.45432.0220
			VENDOR TOTAL	264.05		*CHECK TOTAL				
ED'S SERVICE CENTER & SA			000231							
	41371	12/11/14	TOWING CHARGES	1,260.00		STMT/11-14		D N	OTHER SERVICES	101.42411.0339
EMERGENCY RESPONSE SOLUT			003048							
	41372	12/11/14	REPL. SCBA HARNESS	343.02		3111		D N	MTCE. OF EQUIPME	101.42412.0224
EPG MEDIA LLC			.02219							
	41373	12/11/14	2015 SNOW GOER AD	350.00		0011195		D N	PREPAID EXPENSES	208.128000
ERICKSON/PATSY			000952							
	41374	12/11/14	MILEAGE 1/1-11/25/14	134.80		121014		D N	TRAVEL-CONF.-SCH	101.41404.0333
ETTERMAN ENTERPRISES			001567							
	41375	12/11/14	SOCKET	20.16		219380		D M 07	SMALL TOOLS	651.48484.0221
	41375	12/11/14	BRAKE CLEANER	52.08		219380		D M 07	GENERAL SUPPLIES	651.48484.0229
			VENDOR TOTAL	72.24		*CHECK TOTAL				

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
ETTERMAN ENTERPRISES			001567 VENDOR TOTAL	72.24										
FAMILY PRACTICE MED CENT	41376	12/11/14	000245 DRUG TESTING	23.50		45/12-14		D	N				SUBSISTENCE OF P	651.48484.0227
FARM-RITE EQUIPMENT	41377	12/11/14	003002 #080492 REPAIR-PARTS	718.96		W01019		D	N				MTCE. OF EQUIPME	101.43425.0224
	41377	12/11/14	#080492 REPAIR-LABOR	168.00		W01019		D	N				MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	886.96		*CHECK TOTAL								
FAT FREDDY'S MUSIC	41378	12/11/14	002342 SOUND SYSTEM RENTAL	110.00		112414		D	N				RENTS	101.41409.0440
FLAHERTY & HOOD P.A.	41379	12/11/14	001449 PROFESSIONAL SERVICES	9,596.67		7397		D	M	07			PROFESSIONAL SER	101.41406.0446
GALLS	41380	12/11/14	000288 GET VEST CARRIER	147.58		002714023		D	N				SUBSISTENCE OF P	101.42411.0227
	41380	12/11/14	REPLACEMENT BATTERY	43.46		002717593		D	N				MTCE. OF EQUIPME	101.42411.0224
	41380	12/11/14	GET VEST CARRIER	147.58		002725541		D	N				SUBSISTENCE OF P	101.42411.0227
			VENDOR TOTAL	338.62		*CHECK TOTAL								
GENERAL MAILING SERVICES			000293											
	41381	12/11/14	POSTAGE 11/17 - 11/21/14	0.59		13705		D	N				POSTAGE	101.41400.0223
	41381	12/11/14	POSTAGE 11/17 - 11/21/14	32.45		13705		D	N				POSTAGE	101.41402.0223
	41381	12/11/14	POSTAGE 11/17 - 11/21/14	127.08		13705		D	N				POSTAGE	101.41403.0223
	41381	12/11/14	POSTAGE 11/17 - 11/21/14	3.54		13705		D	N				POSTAGE	101.41404.0223
	41381	12/11/14	POSTAGE 11/17 - 11/21/14	1.18		13705		D	N				POSTAGE	101.41405.0223
	41381	12/11/14	POSTAGE 11/17 - 11/21/14	15.00		13705		D	N				POSTAGE	101.41408.0223
	41381	12/11/14	POSTAGE 11/17 - 11/21/14	38.97		13705		D	N				POSTAGE	101.41424.0223
	41381	12/11/14	POSTAGE 11/17 - 11/21/14	1.18		13705		D	N				POSTAGE	101.43417.0223
	41381	12/11/14	POSTAGE 11/17 - 11/21/14	9.60		13705		D	N				POSTAGE	101.43425.0223
	41381	12/11/14	POSTAGE 11/17 - 11/21/14	1.18		13705		D	N				POSTAGE	101.45433.0223
	41381	12/11/14	POSTAGE 11/17 - 11/21/14	12.07		13705		D	N				POSTAGE	230.43430.0223
	41381	12/11/14	POSTAGE 11/17 - 11/21/14	1.18		13705		D	N				POSTAGE	651.48484.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	1.76		13762		D	N				POSTAGE	101.41400.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	11.30		13762		D	N				POSTAGE	101.41401.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	16.52		13762		D	N				POSTAGE	101.41402.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	7.67		13762		D	N				POSTAGE	101.41403.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	2.36		13762		D	N				POSTAGE	101.41404.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	2.36		13762		D	N				POSTAGE	101.41405.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	15.00		13762		D	N				POSTAGE	101.41408.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	2.95		13762		D	N				POSTAGE	101.41409.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	0.59		13762		D	N				POSTAGE	101.42411.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	3.79		13762		D	N				POSTAGE	101.42412.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	6.08		13762		D	N				POSTAGE	101.43417.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	9.44		13762		D	N				POSTAGE	101.43425.0223

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GENERAL MAILING SERVICES 000293														
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	0.59		13762		D	N				POSTAGE	101.45432.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	0.59		13762		D	N				POSTAGE	208.45005.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	3.54		13762		D	N				POSTAGE	230.43430.0223
	41381	12/11/14	POSTAGE 11/24 - 11/28/14	3.54		13762		D	N				POSTAGE	651.48484.0223
			VENDOR TOTAL	332.10		*CHECK TOTAL								
				332.10										
HACH COMPANY 000316														
	41382	12/11/14	SAMPLER TUBING	336.89		9125484		D	N				GENERAL SUPPLIES	651.48484.0229
HALLIDAY *ASSESSING/KEV 000319														
	41383	12/11/14	TO REIMBURSE PETTY CASH	19.77		120314		D	N				GENERAL SUPPLIES	101.41404.0229
	41383	12/11/14	TO REIMBURSE PETTY CASH	23.49		120314		D	N				TRAVEL-CONF.-SCH	101.41404.0333
			VENDOR TOTAL	43.26		*CHECK TOTAL								
				43.26										
HARTLAND OFFICIALS ASSOC 002608														
	41384	12/11/14	FALL LEAGUE OFFICIALS	880.00		112514		D	N				PROFESSIONAL SER	101.45432.0446
HAUG IMPLEMENT CO - JOHN 000324														
	41385	12/11/14	GATOR REPAIR-PARTS	91.82		183151		D	N				MTCE. OF EQUIPME	651.48486.0224
HAUG-KUBOTA LLC 002609														
	41386	12/11/14	RTV 1100-PARTS	105.40		5420		D	N				MTCE. OF EQUIPME	651.48484.0224
	41386	12/11/14	RTV 1100-FILTERS	113.61		5470		D	N				MTCE. OF EQUIPME	651.48484.0224
			VENDOR TOTAL	219.01		*CHECK TOTAL								
				219.01										
HAWKINS INC 000325														
	41387	12/11/14	FERRIC CHLORIDE	4,579.75		3669197 RI		D	N				GENERAL SUPPLIES	651.48484.0229
HERITAGE BANK 000001														
	41388	12/11/14	2013 HOSP REV BOND-I	61,137.50		120114		D	N				PREPAID EXPENSES	350.128000
	41388	12/11/14	2013 HOSP REV BOND-P	307,000.00		120114		D	N				PREPAID EXPENSES	350.128000
			VENDOR TOTAL	368,137.50		*CHECK TOTAL								
				368,137.50										
HOME DEPOT CREDIT SERVIC 000058														
	41389	12/11/14	KEYS/PLYWOOD FOR TARGETS	18.56		8102131		D	N				GENERAL SUPPLIES	101.42411.0229
HOME STATE BANK 003067														
	41390	12/11/14	2013 HOSP REV BOND-I	6,387.50		120114		D	N				PREPAID EXPENSES	350.128000
	41390	12/11/14	2013 HOSP REV BOND-P	32,100.00		120114		D	N				PREPAID EXPENSES	350.128000
			VENDOR TOTAL	38,487.50		*CHECK TOTAL								
				38,487.50										
HYDRITE CHEMICAL CO 002837														
	41391	12/11/14	ANTIFOAM	924.00		01758194		D	N				GENERAL SUPPLIES	651.48484.0229

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IDSS GLOBAL LLC			002707											
	41392	12/11/14	2015 DMS SUBSCRIPTION	1,800.00		518649		D	N				PREPAID EXPENSES	208.128000
INNOVATIVE OFFICE SOLUTI			003023											
	41393	12/11/14	BATTERIES/DETERGENT	40.56		IN0672535		D	N				GENERAL SUPPLIES	101.42412.0229
INTEGRATED POWER SERVICE			003044											
	41394	12/11/14	VEHICLE EXHAUST SYS.	57.74		9008286		D	N				MTCE. OF EQUIPME	101.42412.0224
	41394	12/11/14	BLDG EXHAUST FAN	174.84		9008385		D	N				MTCE. OF STRUCTU	651.48486.0225
			VENDOR TOTAL	232.58		*CHECK TOTAL								
JOBSHQ			002923											
	41395	12/11/14	WASTEWATER OPERATOR AD	693.24		1482908/11-14		D	N				ADVERTISING	651.48484.0447
KANDIYOHI AREA TRANSIT			001941											
	41396	12/11/14	CITY'S SHARE TRANSIT	15,000.00		4995		D	N				OTHER SERVICES	101.43001.0339
KANDIYOHI CO AUDITOR			000376											
	41397	12/11/14	LANDFILL CHARGES	23.04		331199		D	N				CLEANING AND WAS	101.45433.0338
KEMSKE PAPER-OSWALD PUBL			000389											
	41398	12/11/14	COUNCIL PROCEEDINGS BOOK	714.86		267078		D	N				OFFICE SUPPLIES	101.41401.0220
KEY ENTERPRISES LLC			003069											
	41399	12/11/14	AD/TWIN CITIES BUSINES	1,750.00		2014-38618		D	N				OTHER CHARGES	208.45008.0449
KING'S ELECTRIC LLC			003138											
	41400	12/11/14	CIVIC CNTR WIFI OUTLETS	53.57		57		D	N				MTCE. OF STRUCTU	101.41409.0225
	41400	12/11/14	CIVIC CNTR WIFI OUTLETS	65.00		57		D	N				MTCE. OF STRUCTU	101.41409.0335
			VENDOR TOTAL	118.57		*CHECK TOTAL								
KORN FERRY LEADERSHIP			003114											
	41401	12/11/14	CAPTAIN PROMOTION ASSMT	550.00		195018209		D	N				PROFESSIONAL SER	101.42411.0446
LAKE REGION BANK			002886											
	41402	12/11/14	2013 HOSP REV NOTE-I	3,650.00		120114		D	N				PREPAID EXPENSES	350.128000
	41402	12/11/14	2013 HOSP REV NOTE-P	18,400.00		120114		D	N				PREPAID EXPENSES	350.128000
			VENDOR TOTAL	22,050.00		*CHECK TOTAL								
LEAGUE OF MN CITIES			000412											
	41403	12/11/14	PLOWMAN-CONFERENCE REG.	315.00		205339		D	N				PREPAID EXPENSES	101.128000
LINCOLN FINANCIAL GROUP			002789											
	41404	12/11/14	LIFE INSURANCE-DECEMBER	5.20		M281		D	N				COBRA INS PREMIU	101.120001
	41404	12/11/14	LIFE INSURANCE-DECEMBER	55.80		M281		D	N				EMPLOYER INSUR.	101.41400.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	48.75		M281		D	N				EMPLOYER INSUR.	101.41402.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	16.25		M281		D	N				EMPLOYER INSUR.	101.41403.0114

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
LINCOLN FINANCIAL GROUP 002789														
	41404	12/11/14	LIFE INSURANCE-DECEMBER	29.25		M281		D	N				EMPLOYER INSUR.	101.41404.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	19.50		M281		D	N				EMPLOYER INSUR.	101.41405.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	9.75		M281		D	N				EMPLOYER INSUR.	101.41408.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	39.00		M281		D	N				EMPLOYER INSUR.	101.41409.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	3.25		M281		D	N				EMPLOYER INSUR.	101.41424.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	1,435.25		M281		D	N				INS. PASS THROUG	101.41428.0819
	41404	12/11/14	LIFE INSURANCE-DECEMBER	341.25		M281		D	N				EMPLOYER INSUR.	101.42411.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	29.25		M281		D	N				EMPLOYER INSUR.	101.42412.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	43.87		M281		D	N				EMPLOYER INSUR.	101.43417.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	196.96		M281		D	N				EMPLOYER INSUR.	101.43425.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	9.75		M281		D	N				EMPLOYER INSUR.	101.45432.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	39.00		M281		D	N				EMPLOYER INSUR.	101.45433.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	5.85		M281		D	N				EMPLOYER INSUR.	101.45435.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	4.87		M281		D	N				EMPLOYER INSUR.	101.45437.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	79.95		M281		D	N				EMPLOYER INSUR.	651.48484.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	9.75		M281		D	N				EMPLOYER INSUR.	651.48485.0114
	41404	12/11/14	LIFE INSURANCE-DECEMBER	9.75		M281		D	N				EMPLOYER INSUR.	651.48486.0114
			VENDOR TOTAL	2,432.25		*CHECK TOTAL								
				2,432.25										
MACTA 000428														
	41405	12/11/14	2015 MEMBERSHIP DUES	550.00		300000050		D	N				PREPAID EXPENSES	101.128000
MADDEN, GALANTER, HANSEN 000429														
	41406	12/11/14	LABOR RELATIONS SERVICES	225.23		STMT/10-14		D	N				PROFESSIONAL SER	101.41406.0446
	41406	12/11/14	ARBITRATION/ADMIN HRNG	1,026.00		STMT/10-14		D	N				PROFESSIONAL SER	101.41406.0446
			VENDOR TOTAL	1,251.23		*CHECK TOTAL								
				1,251.23										
MCKALE'S CATERING 002208														
	41407	12/11/14	LEISURE COMMITTEE LNCHS	74.25		6180		D	N				TRAVEL-CONF.-SCH	208.45005.0333
	41407	12/11/14	LEISURE COMMITTEE LNCHS	98.86		6214		D	N				TRAVEL-CONF.-SCH	208.45005.0333
	41407	12/11/14	LEISURE COMMITTEE LNCHS	87.58		6273		D	N				TRAVEL-CONF.-SCH	208.45005.0333
			VENDOR TOTAL	260.69		*CHECK TOTAL								
				260.69										
MENARDS 000449														
	41408	12/11/14	SCREW PUMP CALIBR. TUBE	19.32		63478		D	N				MTCE. OF OTHER I	651.48484.0226
	41408	12/11/14	PLANT SUPPLIES	17.25		63542		D	N				GENERAL SUPPLIES	651.48484.0229
	41408	12/11/14	HEAVY DUTY PLUG	14.98		64152		D	N				MTCE. OF EQUIPME	651.48484.0224
			VENDOR TOTAL	51.55		*CHECK TOTAL								
				51.55										
MIDWEST MEETINGS 002685														
	41409	12/11/14	ADVERTISING	500.00		WI14047		D	N				OTHER CHARGES	208.45008.0449
MILLER SANITATION 002936														
	41410	12/11/14	GARBAGE SERVICE-DECEMBER	93.90		1298/12-14		D	N				CLEANING AND WAS	101.45433.0338

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MILLER SANITATION			002936											
	41410	12/11/14	GARBAGE SERVICE-DECEMBER	46.22		1299/12-14		D	N				CLEANING AND WAS	101.45433.0338
	41410	12/11/14	GARBAGE SERVICE-DECEMBER	52.70		1300/12-14		D	N				CLEANING AND WAS	101.42412.0338
	41410	12/11/14	GARBAGE SERVICE-DECEMBER	64.74		1301/12-14		D	N				CLEANING AND WAS	101.41408.0338
	41410	12/11/14	GARBAGE SERVICE-DECEMBER	64.74		1301/12-14		D	N				CLEANING AND WAS	101.45427.0338
	41410	12/11/14	GARBAGE SERVICE-DECEMBER	251.31		1302/12-14		D	N				CLEANING AND WAS	101.43425.0338
	41410	12/11/14	GARBAGE SERVICE-DECEMBER	24.34		1303/12-14		D	N				CLEANING AND WAS	651.48484.0338
	41410	12/11/14	GARBAGE SERVICE-DECEMBER	48.67		1304/12-14		D	N				CLEANING AND WAS	651.48484.0338
	41410	12/11/14	GARBAGE SERVICE-DECEMBER	161.04		1304/12-14		D	N				CLEANING AND WAS	651.48484.0338
	41410	12/11/14	GARBAGE SERVICE-DECEMBER	49.67		1305/12-14		D	N				CLEANING AND WAS	101.45435.0338
	41410	12/11/14	GARBAGE SERVICE-DECEMBER	46.15		1306/12-14		D	N				CLEANING AND WAS	101.43425.0338
	41410	12/11/14	GARBAGE SERVICE-DECEMBER	58.64		1378/12-14		D	N				CLEANING AND WAS	101.43425.0338
				962.12										
			VENDOR TOTAL	962.12		*CHECK TOTAL								
MILLS AUTOMOTIVE GROUP			000432											
	41411	12/11/14	STEEL WHEEL/RIM	254.99		3126929		D	N				INVENTORIES-MDSE	101.125000
MINI BIFF LLC			001805											
	41412	12/11/14	TOILET RENTALS	77.25		A-68372		D	N				RENTS	101.43425.0440
	41412	12/11/14	TOILET RENTALS	77.25		A-68374		D	N				RENTS	101.43425.0440
				154.50										
			VENDOR TOTAL	154.50		*CHECK TOTAL								
MN DEPT OF AGRICULTURE			000487											
	41413	12/11/14	2015 TREE CARE REGISTRY	25.00		112614		D	N				PREPAID EXPENSES	101.128000
MN MUNICIPAL UTILITIES A			001257											
	41414	12/11/14	DRUG TESTING	35.50		44047		D	N				SUBSISTENCE OF P	101.45433.0337
MN TRAILS			001462											
	41415	12/11/14	MN TRAILS AD-WINTER 2014	646.00		8764		D	N				OTHER CHARGES	208.45010.0449
MONSON EXCAVATING LLC/GA			002040											
	41416	12/11/14	SNOW HAULING	1,300.00		1895CC		D	N				OTHER SERVICES	101.43425.0339
MOSS & BARNETT			001655											
	41417	12/11/14	CATV LEGAL SERVICES	1,500.00		120214		D	N				PROFESSIONAL SER	101.41406.0446
MSCIC			.02217											
	41418	12/11/14	TRAINING REGISTRATIONS	450.00		120414		D	N				PREPAID EXPENSES	101.128000
MUNICIPAL UTILITIES			000541											
	41419	12/11/14	UTILITIES FOR NOVEMBER	3,419.71		11/14		D	N				UTILITIES	101.41408.0332
	41419	12/11/14	UTILITIES FOR NOVEMBER	565.16		11/14		D	N				UTILITIES	101.41409.0332
	41419	12/11/14	UTILITIES FOR NOVEMBER	701.23		11/14		D	N				UTILITIES	101.42412.0332
	41419	12/11/14	GOPHER ONE LINE LOCATES	549.86		11/14		D	N				PROFESSIONAL SER	101.43417.0446
	41419	12/11/14	UTILITIES FOR NOVEMBER	4,162.36		11/14		D	N				UTILITIES	101.43425.0332
	41419	12/11/14	GOPHER ONE LINE LOCATES	549.87		11/14		D	N				PROFESSIONAL SER	101.43425.0446
	41419	12/11/14	UTILITIES FOR NOVEMBER	1,530.09		11/14		D	N				UTILITIES	101.45427.0332

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MUNICIPAL UTILITIES			000541											
	41419	12/11/14	UTILITIES FOR NOVEMBE	13,849.61		11/14		D	N				UTILITIES	101.45433.0332
	41419	12/11/14	UTILITIES FOR NOVEMBER	750.66		11/14		D	N				UTILITIES	101.45435.0332
	41419	12/11/14	UTILITIES FOR NOVEMBER	111.39		11/14		D	N				UTILITIES	101.45437.0332
	41419	12/11/14	UTILITIES FOR NOVEMBER	3,378.57		11/14		D	N				UTILITIES	230.43430.0332
	41419	12/11/14	UTILITIES FOR NOVEMBE	46,809.04		11/14		D	N				UTILITIES	651.48484.0332
	41419	12/11/14	ADMIN FEE	1,500.00		11/14		D	N				PROFESSIONAL SER	651.48484.0446
	41419	12/11/14	UTILITIES FOR NOVEMBER	4,182.09		11/14		D	N				UTILITIES	651.48485.0332
			VENDOR TOTAL	82,059.64										
													*CHECK TOTAL	
MUNICIPAL UTILITIES			002393											
	41420	12/11/14	11/15/14 TAX STLMNT-CU	5,200.14		120314		D	N				DUE TO COMPONENT	295.210001
MVTL LABORATORIES INC			000544											
	41421	12/11/14	WASTEWATER ANALYSIS	45.00		731764		D	N				PROFESSIONAL SER	651.48484.0446
	41421	12/11/14	WASTEWATER TESTING	445.00		732222		D	N				PROFESSIONAL SER	651.48484.0446
	41421	12/11/14	WASTEWATER ANALYSIS	45.00		733102		D	N				PROFESSIONAL SER	651.48484.0446
			VENDOR TOTAL	535.00										
													*CHECK TOTAL	
MWOA			000545											
	41422	12/11/14	MARCUS-MEMBERSHIP DUES	15.00		120414		D	N				PREPAID EXPENSES	651.128000
	41422	12/11/14	HATZINGER-MBRSHP DUES	15.00		120414		D	N				PREPAID EXPENSES	651.128000
			VENDOR TOTAL	30.00										
													*CHECK TOTAL	
NORTH AMERICAN STATE BAN			003068											
	41423	12/11/14	2013 HOSP REV BOND-I	9,125.00		120114		D	N				PREPAID EXPENSES	350.128000
	41423	12/11/14	2013 HOSP REV BOND-P	45,900.00		120114		D	N				PREPAID EXPENSES	350.128000
			VENDOR TOTAL	55,025.00										
													*CHECK TOTAL	
PERKINS LUMBER CO INC			000604											
	41424	12/11/14	MAT'L FOR THIN ICE SIGNS	115.77		429366		D	N				MTCE. OF EQUIPME	101.43425.0224
POWER PLAN OIB			000342											
	41425	12/11/14	#141958-CONTROL LEVER	109.20		P37839		D	N				MTCE. OF EQUIPME	101.43425.0224
PREMIUM WATERS INC			000374											
	41426	12/11/14	DRINKING WATER	10.00		329949/11-14		D	N				SUBSISTENCE OF P	101.42412.0227
QUAM CONSTRUCTION CO INC			000634											
	41427	12/11/14	SNOW HAULING	980.00		1710		D	N				OTHER SERVICES	101.43425.0339
Q102 - FM			000630											
	41428	12/11/14	ZOMBIES BITE 5K RUN AD	500.00		539803		D	N				OTHER CHARGES	208.45011.0449

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RAILROAD MANAGEMENT CO I			002582											
	41429	12/11/14	WATER PIPELINE LEASE	120.60		314975		D	N				PREPAID EXPENSES	101.128000
	41429	12/11/14	WATER PIPELINE LEASE	40.18		314975		D	N				PREPAID EXPENSES	101.128000
			VENDOR TOTAL	160.78		*CHECK TOTAL								
				160.78										
RAMBOW INC			000639											
	41430	12/11/14	LEAGUE FEE OVER PYMT	185.00		112614		D	N				REFUNDS AND REIM	101.41428.0882
RIDGEWATER COLLEGE			001136											
	41431	12/11/14	1ST ON SCENE TRNG COURSE	900.00		00188457		D	N				TRAVEL-CONF.-SCH	101.42412.0333
RULE TIRE SHOP			000665											
	41432	12/11/14	TIRE REPAIR-LABOR	26.49		1-2003		D	N				MTCE. OF EQUIPME	101.43425.0334
	41432	12/11/14	TIRES FOR L.S. TRUCK	1,405.96		1-2041		D	N				MTCE. OF EQUIPME	651.48485.0224
	41432	12/11/14	INST. TIRES-LABOR	180.00		1-2041		D	N				MTCE. OF EQUIPME	651.48485.0334
	41432	12/11/14	INST. GATOR TIRES-LABOR	20.00		1-2196		D	N				MTCE. OF EQUIPME	651.48484.0334
			VENDOR TOTAL	1,632.45		*CHECK TOTAL								
				1,632.45										
RUNNING'S SUPPLY INC			001418											
	41433	12/11/14	SAW/SAW BLADES	195.98		3534993		D	N				SMALL TOOLS	651.48485.0221
	41433	12/11/14	COMPRESSOR PARTS	15.99		3535105		D	N				MTCE. OF EQUIPME	101.45433.0224
	41433	12/11/14	KEY RINGS	7.18		3538862		D	N				MTCE. OF OTHER I	101.43425.0226
	41433	12/11/14	CLEANING SUPPLIES	30.94		3540557		D	N				CLEANING AND WAS	101.45433.0228
	41433	12/11/14	SOFTENER SALT	28.74		3548113		D	N				GENERAL SUPPLIES	651.48484.0229
			VENDOR TOTAL	278.83		*CHECK TOTAL								
				278.83										
SAFE ASSURE CONSULTANTS			002941											
	41434	12/11/14	SAFETY TRNG CONTRACT	7,008.00		805		D	N				PREPAID EXPENSES	101.128000
SCHWANKE TRACTOR & TRUCK			000681											
	41435	12/11/14	GEAR PULLER REPAIR-PARTS	35.00		3062		D	N				MTCE. OF EQUIPME	651.48484.0224
SCHWIETERS			003031											
	41436	12/11/14	SIGN DEPOSIT REF 2014-29	100.00		2014-29		D	N				DEPOSITS-SIGN PE	101.230001
SERVICE CENTER/CITY OF W			000685											
	41437	12/11/14	GAS-51.72 GALLONS	140.68		STMT/11-14		D	N				MOTOR FUELS AND	101.41402.0222
	41437	12/11/14	GAS-19.33 GALLONS	51.20		STMT/11-14		D	N				MOTOR FUELS AND	101.41408.0222
	41437	12/11/14	GAS-1884.4 GALLONS	5,022.29		STMT/11-14		D	N				MOTOR FUELS AND	101.42411.0222
	41437	12/11/14	DIESEL-74.39 GALLONS	260.68		STMT/11-14		D	N				MOTOR FUELS AND	101.42412.0222
	41437	12/11/14	GAS-93.12 GALLONS	249.06		STMT/11-14		D	N				MOTOR FUELS AND	101.42412.0222
	41437	12/11/14	GAS-43.02 GALLONS	113.88		STMT/11-14		D	N				MOTOR FUELS AND	101.43417.0222
	41437	12/11/14	DIESEL-5068.18 GALLON	17,730.09		STMT/11-14		D	N				MOTOR FUELS AND	101.43425.0222
	41437	12/11/14	GAS-517.22 GALLONS	1,386.71		STMT/11-14		D	N				MOTOR FUELS AND	101.43425.0222
	41437	12/11/14	DIESEL-19.95 GALLONS	69.93		STMT/11-14		D	N				MOTOR FUELS AND	101.45433.0222
	41437	12/11/14	GAS-123.1 GALLONS	328.20		STMT/11-14		D	N				MOTOR FUELS AND	101.45433.0222
	41437	12/11/14	DIESEL-61.92 GALLONS	210.52		STMT/11-14		D	N				MOTOR FUELS AND	651.48485.0222

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SERVICE CENTER/CITY OF W			000685											
			VENDOR TOTAL	25,563.24										
				25,563.24										
SMEBY/ROSS			002570											
41438	12/11/14		MILEAGE 11/1-11/30/14	70.00		120214							TRAVEL-CONF.-SCH	101.41409.0333
41438	12/11/14		OLD WTR HEATER-SCRAPPED	10.00		638							CLEANING AND WAS	101.41409.0338
			VENDOR TOTAL	80.00										
				80.00										
STAR TRIBUNE			000710											
41439	12/11/14		MN EXPLORER AD	285.00		I00042295-1116							OTHER CHARGES	208.45010.0449
STEPP MFG			003078											
41440	12/11/14		WARRANTY CREDIT	55.00CR		47047							MTCE. OF EQUIPME	101.43425.0224
41440	12/11/14		TAR DISTRIBUTOR PARTS	258.86		47270							MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	203.86										
				203.86										
SURPLUS WAREHOUSE INC			000728											
41441	12/11/14		VALVE OPENER TOOL	1.99		112014							SMALL TOOLS	651.48486.0221
SW - WEST CNTRL SERVICES			000892											
41442	12/11/14		HEALTH INSURANCE-DEC	163,832.50		C281							REFUNDS AND REIM	101.41428.0882
TAHER INC			000623											
41443	12/11/14		CVB BOARD LUNCHES	11.02		3907							TRAVEL-CONF.-SCH	101.41401.0333
41443	12/11/14		CVB BOARD LUNCHES	11.02		3907							TRAVEL-CONF.-SCH	101.41403.0333
41443	12/11/14		CVB BOARD LUNCHES	11.02		3907							TRAVEL-CONF.-SCH	101.45433.0333
41443	12/11/14		CVB BOARD LUNCHES	99.20		3907							TRAVEL-CONF.-SCH	208.45005.0333
41443	12/11/14		VOLUNTEER-FAREWELL COFFE	16.02		3920							SUBSISTENCE OF P	101.42411.0227
			VENDOR TOTAL	148.28										
				148.28										
TASC			002856											
41444	12/11/14		ADMIN FEE	475.00		IN411437							PREPAID EXPENSES	101.128000
41444	12/11/14		FLEX PLAN ENROLLMENT	235.00		IN411437							PREPAID EXPENSES	101.128000
			VENDOR TOTAL	710.00										
				710.00										
TIRES PLUS			000747											
41445	12/11/14		DISMOUNT/REMOUNT TIRES	2.00		258456							MTCE. OF EQUIPME	101.42411.0224
41445	12/11/14		DISMOUNT/REMOUNT TIRES	18.00		258456							MTCE. OF EQUIPME	101.42411.0334
41445	12/11/14		DISMOUNT/REMOUNT TIRES	4.00		258807							MTCE. OF EQUIPME	101.42411.0224
41445	12/11/14		DISMOUNT/REMOUNT TIRES	36.00		258807							MTCE. OF EQUIPME	101.42411.0334
41445	12/11/14		DISMOUNT/REMOUNT TIRES	4.00		258867							MTCE. OF EQUIPME	101.42411.0224
41445	12/11/14		DISMOUNT/REMOUNT TIRES	36.00		258867							MTCE. OF EQUIPME	101.42411.0334
41445	12/11/14		DISMOUNT/REMOUNT TIRES	4.00		258888							MTCE. OF EQUIPME	101.42411.0224
41445	12/11/14		DISMOUNT/REMOUNT TIRES	36.00		258888							MTCE. OF EQUIPME	101.42411.0334

ACS FINANCIAL SYSTEM
12/11/2014 08:34:07

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR
GL540R-V07.27 PAGE 15

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
WINDSTREAM			002100											
	41459	12/11/14	MONTHLY PHONE SERV-NOV	876.35		STMT/11-14		D	N				COMMUNICATIONS	101.41409.0330

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Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR
GL540R-V07.27 PAGE 16

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
REPORT TOTALS:				1,109,610.55										

RECORDS PRINTED - 000330

ACS FINANCIAL SYSTEM
12/11/2014 08:34:08

Vendor Payments History Report

CITY OF WILLMAR
GL060S-V07.27 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	325,686.52
208	CONVENTION & VISITORS BUREAU	14,726.52
212	COMMUNITY DEVELOPMENT	138,836.00
230	WILLMAR MUNICIPAL AIRPORT	3,394.18
295	COMMUNITY INVESTMENT	5,200.14
350	RICE HOSPITAL DEBT SERVICE	500,237.50
450	CAPITAL IMPROVEMENT FUND	45,172.00
651	WASTE TREATMENT	76,157.01
741	OFFICE SERVICES	200.68
TOTAL ALL FUNDS		1,109,610.55

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	1,109,610.55
TOTAL ALL BANKS		1,109,610.55

City of Willmar, Minnesota

Building Inspection Report

From 11/01/2014 To 11/30/2014

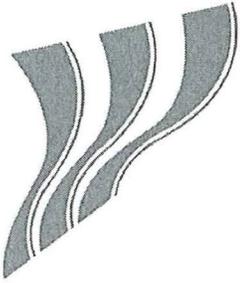
No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22526	11/13/2014	DARYL PEDERSON 720 7TH Street SW	95-006-3360 L 6; B 80 FIFTH ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF - GARAGE	\$2,000.00	\$31.00
22603	11/13/2014	MIKE & MARIBETH WILLIAMSON 629 1ST Street S	95-410-0040 L 4 & PT OF 3; B 1 JOHNSON'S SUBDIVISION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$2,900.00	\$31.45
22604	11/14/2014	TONY AMON 820 RICHLAND Avenue SW	95-497-0010 L 1; B 1 MUC ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$4,850.00	\$32.43
22660	11/5/2014	NANCY & LESTER KAENEL 2004 25TH Street SW	95-601-0142 L 4; B 3 ORTENBLAD'S HOMESITES	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$8,000.00	\$34.00
22666	11/7/2014	HIS LAND CO. LLC 2020 HIGHWAY 12 E	95-913-1270 L ; B S 13; T 119N; R 35W	Commercial New Commercial	CONSTRUCT 3835 SF DAIRY QUEEN GRILL/CHILL	\$499,000.00	\$5,005.21
22671	11/5/2014	TOO CUTE PROPERTIES 217 HAWAII Street NE	95-730-1120 L 2; B 8 SPERRY'S ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$1,500.00	\$30.75

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22673	11/5/2014	WILLMAR FOOD SHELF 624 PACIFIC Avenue SW	95-226-0010 L 1; B 1 FOOD SHELF ADDITION	Commercial Add/Alter Commercial/Alteration	MINOR INTERIOR REMODEL	\$57,100.00	\$1,059.39
22674	11/21/2014	DUANE STARKENBURG 613 13TH Street SW	95-006-7410 L 11; B 112 FIRST ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$4,168.00	\$32.08
22675	11/13/2014	CAROL BERRY & CHARLENE ARNSD 1936 UPPER TRENTWOOD Circle NE	95-828-0790 L 10; B 1 TRENTWOOD ESTATES, 2ND	New Single-Family Dwelling New Residence	NEW HOME AND GARAGE	\$210,744.68	\$2,124.52
22680	11/7/2014	EARL RICH 914 KANDIYOHI Avenue SW	95-006-3100 L PT OF 8-9; B 78 FIRST ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$4,100.00	\$32.05
22681	11/10/2014	WILLMAR REDEVELOPMENT COMPA 1400 LAKELAND Drive NE LOT 123	95-980-6630 L 123; B WILLMAR REGENCY EAST M	Mobile Home In/Out Demolition	DEMO - #30686, '77 MARSHFIELD, 14X70 BLUE/WHITE	\$0.00	\$25.00
22682	11/10/2014	WILLMAR REDEVELOPMENT COMPA 1400 LAKELAND Drive NE LOT 111	95-980-6510 L 111; B WILLMAR REGENCY EAST M	Mobile Home In/Out Demolition	DEMO - #01-56- 1128H, '74 SKYLINE, 14X60 CREAM/WHIT	\$0.00	\$25.00
22683	11/10/2014	WILLMAR REDEVELOPMENT COMPA 1400 LAKELAND Drive NE 66	95-980-6060 L 66; B WILLMAR REGENCY EAST M	Mobile Home In/Out Demolition	DEMO - #65017 '83 MODULAR 14X70 BLUE/WHITE	\$0.00	\$25.00

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22684	11/7/2014	WILLMAR REDEVOLPMENT CO. LLC 1400 LAKELAND Drive NE 145	95-980-6850 L LOT # 145; B WILLMAR REGENCY EAST M	Mobile Home In/Out Mobil Home Transport	INSTALL NEW 16' X 80' MOBILE HOME	\$1,800.00	\$169.54
22685	11/10/2014	FRANK HANSON 607 11TH Street SW	95-006-2850 L 13; B 76 FIRST ADDITION	Residential Add/Alter Drainage system	INSTALL 49' OF INTERIOR DRAINAGE SYSTEM	\$3,850.00	\$124.08
22686	11/13/2014	ALBERTO GASCA 324 5TH Street SW	95-003-4860 L PT OF 5; B 42 ORIGINAL CITY	Commercial Add/Alter Commercial/Alteration	EXTERIOR AND INTERIOR REMODEL/ RESTROOMS	\$43,000.00	\$865.89
22687	11/13/2014	MINNWEST TECHNOLOGY 1601 TECHNOLOGY Drive NE unit #3	95-508-0110 L 0; B 0 MINNWEST TECH. CIC#40	Commercial Add/Alter Commercial/Alteration	RENOVATE 5000 SF ANNEX BUILDING	\$200,000.00	\$2,388.96
22691	11/7/2014	CHURCH SEVENTH DAY ADVENTIST 420 MINNESOTA Avenue SW	95-006-0910 L 8-9; B 63 FIRST ADDITION	Commercial Add/Alter Commercial/Alteration	REROOF CHURCH	\$3,000.00	\$106.15
22694	11/13/2014	GILLETTE CHILDRENS SPECIALITY H 1303 1ST Street S	95-923-8530 L ; B S 23; T 119N; R 35W	Commercial Add/Alter Commercial/Alteration	INTERIOR REMODEL FOR NEW CLINIC	\$42,000.00	\$850.54
22696	11/14/2014	BLAIR MCCARTHY 404 25TH Avenue SW	95-683-0550 L 5; B 5 PORTLAND ACRES 3RD ADD	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$5,460.00	\$32.73

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22697	11/13/2014	BON TON DEPARTMENT STORES, IN Herbergers 1605 1ST Street S	95-923-8640 L ; B S 23; T 119n; R 35w	Commercial Add/Alter Commercial/Alteration	ADA UPGRADE/ NEW FITTING ROOM	\$40,000.00	\$819.84
22699	11/19/2014	MARK NORBIE 524 14TH Street SW	95-015-0460 L 7; B 4 FOURTH RAILROAD ADDITIO	Residential Add/Alter Addition	RESIDENTIAL ADDITION	\$14,500.00	\$321.90
22700	11/24/2014	SOFIA MERA 706 23RD Street SE	95-668-4220 L 2; B 1 PHEASANT RUN, 5 ADDN	Residential Add/Alter Deck	RESIDENTIAL DECK	\$950.00	\$49.13
22702	11/25/2014	DIVINE HOUSE 320 4TH Street SW	95-003-5000 L 5 & PT OF 6; B 43 ORIGINAL CITY	Commercial Add/Alter Commercial/Alteration	REMODEL FRONT & SOUTH HALLWAY	\$7,500.00	\$230.21
22703	11/21/2014	PATRICIA J HARDING 1125 6TH Street SW	95-090-2330 L 13; B P BOOTH'S ADDITION	Residential Add/Alter Residential/Alteration	REROOFING AND WINDOW REPLACEMENT	\$4,500.00	\$32.25
22704	11/21/2014	SHERNEY ECKLUND 911 5TH Street SE	95-250-1860 L PT OF 4, 17,18; B 8 GLARUM'S ADDITION	Residential Add/Alter Remodel	EGRESS WINDOW & BASEMENT REMODEL	\$1,000.00	\$49.15
22708	11/21/2014	WILLMAR REDEVELOPEMENT CO 1400 LAKELAND Drive NE LOT #55	95-980-5550 L 55; B WILLMAR REGENCY EAST M	Move/Raze Demolition	DEMOLISH, 14 X 70, 1971 HOMERA M.H	\$0.00	\$25.00

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22709	11/21/2014	WILLMAR REDEVELOPEMENT CO. 1400 LAKELAND Drive NE LOT #22	95-980-5220 L 22; B WILLMAR REGENCY EAST M	Move/Raze Demolition	DEMOLISH, 1984 FREINDSHIP MH, #2074V	\$0.00	\$25.00
22710	11/21/2014	WILLMAR DEVELOPEMENT CO 1400 LAKELAND Drive NE LOT #53	95-980-5530 L 53; B WILLMAR REGENCY EAST M	Move/Raze Demolition	DEMOLISH, 1981 HARMONY MN, #MI7764	\$0.00	\$25.00
22714	11/25/2014	PETER & KARI STADEM 1420 GRACE Avenue SW	95-080-0390 L 9; B 3 BON VAN ACRES	Residential Add/Alter Remodel	INTERIOR REMODEL	\$33,000.00	\$606.95
22717	11/26/2014	BUILDING THREE THIRTY 302 4TH Street SW	95-003-4960 L PTS. OF 1 & 2; B 43 ORIGINAL CITY	Commercial Add/Alter Commercial/Alteration	PROVIDE WALL FINISHES FOR NEW MOP SINK	\$400.00	\$34.85
Current Year Current Month Totals				31		\$1,195,322.68	\$15,245.05
Previous Year Current Month Valuation						\$860,687.90	
Current YTD Valuation From 01/01/2014 To 11/30/2014						\$47,764,235.31	
Previous YTD Valuation						\$48,663,397.06	



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 7

Meeting Date:

Attachments: Yes No

CITY COUNCIL ACTION

Date: December 15, 2014

- Approved Denied
- Amended Tabled
- Other

Originating Department: Planning and Development Services

Agenda Item: William & Deborah Donner (Oil- Air Products) Tax Abatement Public Hearing

Recommended Action: Adopt a resolution granting the tax abatement and approving the Developer Agreement.

Background/Summary: Oil-Air Products, a producer of hoses and fittings for fluid power equipment, proposes to open a Willmar facility in a portion of the Donner building on East Highway 12. To offset some of the increased real estate taxes resulting from the move, partial tax abatement has been requested. The abatement is detailed in the resolution, and would be made available to the company as a pass – through from the property owner, in whose name the documents will be drafted. The City Council had earlier requested that the company submit a formal application for assistance. The abatement request meets the requirements of the City of Willmar Tax Abatement Policy dated June 3, 2013.

Alternatives:

- 1. Full abatement
- 2. Partial abatement
- 3. No abatement

Financial Considerations: If approved, the abatement would yield approximately \$23,000 for the company over 8 years.

Preparer: Bruce D. Peterson, AICP
Director of Planning and Development Services

Signature:

Comments:

Date Submitted 11/9/2014

TAX ABATEMENT APPLICATION FORM

1. Applicant: William Donner

Company Name: Lessee: Oil Air Products, LLC Fluid Power Specialists

Address: (Donner) 4201 104th. Ave. NE Spicer MN, 56288

Contact Person: Bill Donner

Telephone Numbers:

(work) 320-354-7231

(cell) 320-212-1361

2. Corporation Partnership _____ Sole Proprietor _____

___ Cooperative Other _____

3. Type of Business: Assembly, Sales, and Delivery of Fluid Hydraulic Hoses

Primary Product (s)/ Service (s): Ship in bulk hose and fittings. Cut hose and clean before assembling fittings and ends according to specifications of customers

4. Legal Description of Site:

Parcel # 95-914-1670 Legal Description Attached

5. Project Description: Relocate Oil Air from Litchfield to Willmar for expansion. To clean building floors, add electrical to accommodate assembly machines, and enhance lighting, and drive equipment for cutting & assembling hydraulic and pneumatic hoses and connections for distribution and sales. Create interior loading dock and renovating loading door. Installing pallet racking and storage

Size of Proposed Structure or Expansion: 18,000 Sq. ft.

Estimated project cost: Land N/A

Equipment **Attachment**

Other: **Attachment**

Total \$ **83,540**

6. Employment: Current 9 Employees 3-year projection 12 to 15 Employees

Payroll: Current \$350,000.00 3-year projection \$460,000.00

7. Project Financing Sources and Amounts:
Oil Air Products LLC to Fund the Renovations added Equipment and Financed Internally.

8. Describe the Financing Gap to be Filed by the Abatement:

Abatement will help reduce expenses associated with the move from Litchfield and allow Company competitive lease rate necessary to move.

9. Amount of Abatement Requested:

Total: \$22,926.72 / \$11,005.02 years 1-3 / \$8,253.36 years 4-6 / \$3,668.34 years 7 & 8

10. Term of Abatement Requested: (years) 8 Years based upon 48% occupancy of Building
100 % years 1 - 3 / 75 % years 4 - 6 / 50% years 7 & 8

11. Financial Institution(s) (Applicant's Affiliation):

Name Lake Region Bank Address 51 Main Street, New London, MN. 56273

Contact Person _____ Telephone 320-354-2011

Name United Prairie Bank Address 425 Access Way, Spicer, MN. 56288

Contact Person _____ Telephone _____

12. Fiscal Consultant/ Accountant:

Name Taunton & Meyer CPA Address Green Lake Mall, Spicer, MN. 56201

Contact Person _____ Telephone 320-796-2074

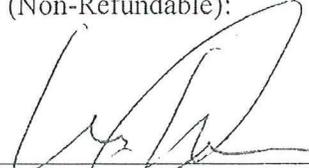
13. Legal Counsel:

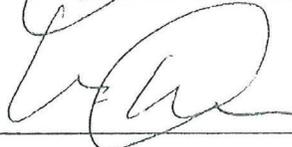
Name Waechter & Gustafson Address 328 5th. Street SW Willmar, MN.

Contact Person Ray Waechter Telephone 320-235-0000

14. Application Fee Paid (Non-Refundable):

pd 11/19-14
\$500.00

Received by:  _____

15. Applicant Signature:  _____

Steve Renquist

From: Steve Renquist
Sent: Friday, November 07, 2014 10:37 AM
To: Denis Anderson (danderson@willmarmn.gov); Dean Shuck (Dean.Shuck@co.kandiyohi.mn.us); Ron Christianson; Harlan Madsen (Harlan.Madsen@co.kandiyohi.mn.us); Steve Ahmann (sahmann@willmarmn.gov); Jim Butterfield; Art Benson; Bev Dougherty; Bob Carlson; Bruce Peterson; Gary Gilman; Jean; Linda Kacher; Rollie Boll; Steve Renquist
Cc: EDC Administrative Support
Subject: FW: Oil-Air Tax Abatement
Attachments: Kan. Cnty. Res. Tax Abate 1114.doc

Board members,

I have attached information regarding the proposed Oil-Air Tax Abatement that is before Kandiyohi County and soon to be requested from the City of Willmar. This is an atypical situation as we are actually offering the tax abatement to Mr. Bill Donner and insist that he provide us with a copy of the leasing contract or a separate letter in which he certifies that 100% of whatever abatement offered comes off the triple-net portion of the lease. We are taking this extraordinary step because of the desire to add to our manufacturing base. It is, also, our expectation that 18,000 square feet of space will allow the rapidly growing metro area company to add some of their other product lines (and employees). We are requesting an eight year tax abatement and plan to make a strong argument that the company consider building in the new industrial park at the termination of the initial three year portion of their lease.

1. Attached is the draft resolution I've prepared for the county.
2. In the Public Meeting Notice, for the county, I had to indicate the total cost of the abatement. The following is the math for the County Tax Abatement using 2014 tax figures. You'll note the resolution only indicates percentages – as we do not have the 2015 property taxes at this time.

County portion of 2014 property taxes - \$12,413.01

Portion of Bill's building used by Oil-Air = 48%

Total taxes (county) \$12,413.01 X 48% (portion of building used) = \$5,958.24

Years 1 - 3 will receive (if approved) 100% abatement - \$5,958.24 X 3 = \$17,874.73

Years 4 - 6 will receive (if approved) 75% abatement - \$5,958.24 X 75% (\$4,468.68) X 3 = \$13,406.04

Years 7 and 8 will receive (if approved) 50% abatement - \$5,958.24 X 50% (\$2,979.12) X 2 = \$5,958.24

Total 8 year abatement:	Years 1 – 3 =	\$17,874.73
	Years 4 – 6 =	13,406.04
	Year 7 and 8 =	<u>5,958.24</u>
Total		\$37,239.01

Justification: The low estimate of the minimum number of jobs created indicate an annual \$350,000 salary for employees. The State of Minnesota Department of Employment and Economic Development estimates a multiplier of three for local economic effect of manufacturing jobs. Annual wages (low estimate) \$350,000 X 3 = \$1,050,000 local economic impact. For \$5,958.24 in property tax abatement we receive over \$1,000,000 in economic impact. It is this logic and practice that has assisted in the Kandiyohi County economy improving by over one billion (yes – billion) dollars in the past 10 years – in case you're curious – that is moving from a \$1.5 billion dollar economy to a \$2.5 billion dollar economy.

A similar process will be offered to the Willmar City Council, the following are the figures that I believe will be agreeable to the Council:

City portion of 2014 property taxes - \$\$7,559.77
Percentage of total building used (48%) - $\$7,559.77 \times 48\% = \$3,628.69$
Year's 1- 3 at 100% abatement - $\$3,628.69 \times 3 = \$10,886.06$
Year's 3 – 6 at 75% abatement - $\$3,628.69 \times 75\% (\$2,721.51) \times 3 = \$8,164.55$
Year 7 and 8 at 50% abatement - $\$3,628.69 \times 50\% (\$1,814.34) \times 2 = \$3,628.69$

Total city portion of 8 year property tax abatement:

	Years 1- 3 =	\$10,886.06
	Years 4 – 6 =	8,164.55
	Years 7 and 8 =	<u>3,628.69</u>
Total		\$22,679.30

Please feel free to contact me with questions regarding the process.
Steve

Steven C. Renquist
Executive Director
Kandiyohi County and City of Willmar Economic Development Commission
333 Litchfield Avenue SW, Suite 100
P.O. Box 1783
Willmar, MN 56201
320-235-7370 / toll free 855 665-4556 / Fax 320-231-2320
steve@kandiyohi.com / www.kandiyohi.com

ATTACHED IMPROVEMENTS

OIL AIR PRODUCTS, LLC

DONNER BUILDING

Electrical Updates and Preparation	\$19,000.00
Fork Lift (Used)	\$25,000.00
Pallet Racking	\$15,000.00
Construct Interior Loading Ramp	\$19,300.00
Loading Dock Door	\$5,040.00
Framing and Replacement Walls	\$4,500.00
Total	\$87,840.00

TAX ABATEMENT AGREEMENT
BY AND BETWEEN
CITY OF WILLMAR, MINNESOTA
AND

WILLIAM AND DEBORAH DONNER AND OIL AIR PRODUCTS LLC

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TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 20__, by and among the City of Willmar, Minnesota, a Minnesota municipal corporation (the "City"), William and Deborah Donner (the "Owners"), individual residents of the State of Minnesota, and Oil Air Products LLC, a Wisconsin limited liability company (the "Recipient").

WITNESSETH:

WHEREAS, the Recipient is engaged in the business of manufacturing hoses and fittings for fluid power equipment, and currently employs nine full-time employees at a facility located outside the City.

WHEREAS, the Recipient has sought to relocate its existing manufacturing business to an 18,000 sq. ft. area of an industrial building owned by Owners located at 1500 Highway 12 East in the City (Parcel No. 95-914-1670) known as the Donnerite Building (the "Development Property"). The relocation of Recipient's business to the Development Property is intended to facilitate the expansion of Recipient's business in the City (the "Project"), with such expansion intended to expand the workforce at Recipient's business to 12-15 full-time employees ; and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, the City has established a Tax Abatement Program pursuant to which the City is authorized to grant an abatement of ad valorem property taxes imposed by the City on the Development Property under certain conditions; and

WHEREAS, the Owners and Recipient have jointly requested that the City provide financial assistance in the form of property tax abatement on the Development Property to abate the increased portion of the City's share of ad valorem property taxes on the Development Property derived from the value of the Project for a period not to exceed eight (8) years, specifically with respect to the payable 2015 through 2022 property taxes, in a total amount not to exceed \$23,000.00; and

WHEREAS, the City believes that the development of the Project and fulfillment of this Agreement are vital and are in the best interests of the City, will result in the creation of new employment opportunities for its citizens, increase the tax base in the City, and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, following notice and a public hearing the City adopted Resolution No. _____, dated December 15, 2014 (the "Abatement Resolution"), thereby agreeing to provide, in accordance with the referenced Abatement Resolution, State law and this Agreement, abatement of City property taxes on the Development Property subject to the terms and conditions contained in the above-referenced Abatement Resolution and this Agreement (the "Tax Abatement" or "Abatement"); and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement; and

WHEREAS, the City believes that the Project will meet the conditions of the Tax Abatement Act and Tax Abatement Program in that: (a) the City expects the benefits to the City from this Agreement to equal or exceed the costs to the City of this Agreement; and (b) the City

finds that granting the Tax Abatement is in the public interest because it will increase or preserve the City's tax base, and will provide business and employment opportunities in the City; and

WHEREAS, the City has determined that the Project: (a) will promote and carry out the objectives for which development in the City has been undertaken; (b) will be in the vital best interests of the City and the health, safety, morals and welfare of its residents; and (c) is in accord with the public purposes and provisions of the applicable state and local laws, including requirements of the City's Code, under which the Project will be undertaken and is being assisted; and

WHEREAS, the Owners and the City desire to enter into this Agreement in satisfaction of applicable requirements of the City, and to set out the undertakings and obligations of each party from this point forward with respect to the Project.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Willmar, Minnesota;

Code means the City's Code of Ordinances.

Owners means William and Deborah Donner, and their successors in interest with respect to the Development Property;

Development Property means the real property described on Exhibit A, attached hereto;

Event of Default means any of the events described in Section 4.1;

Lease Agreement means that certain lease agreement, a true and correct copy of which is attached hereto as Exhibit B, dated _____, between the Owners and Recipient, pursuant to which the Recipient has agreed to pay all real estate taxes, building insurance, and maintenance expenses on the Development Property in addition to the monthly rental and other applicable fees

Project means the relocation of Recipient's manufacturing business to an 18,000 sq. ft. area of the Development Property in the City and construction/installation of the Project Improvements thereon.

Project Improvements means each and all of the improvements to be performed and/or constructed on the Development Property as part of the Project, pursuant to the Project Plans and this Agreement specifically including the following in the estimated amounts:

- Cleaning the building floors;
- Installing electrical upgrades to accommodate assembly machines, enhanced lighting, and drive equipment needed for cutting and assembling hydraulic and pneumatic hoses and connections for distribution and sales (\$19,000);
- Purchasing used Fork Lift (\$25,000)
- Installing an interior loading dock (\$19,300);
- Renovating the loading door (\$5,040);
- Installing pallet racking and storage facilities (\$15,000); and
- Installing framing and replacement walls (\$4,500).

The timing of Recipient's construction of the Project is described in more detail in remaining portions of this Agreement. All Project Improvements shall be completed to City specifications as provided in the Project Plans, this Agreement, and the Code.

Project Plans means all submissions required by the City Ordinances, or this Agreement with respect to the Project and all plans, drawings, plats and related documents for the construction of the Project, approved by the City, Owners and/or Recipient, irrespective of whether the Owners', Recipient's and/or the City's final approval of any such documents occurs before or after the execution and delivery of this Agreement.

Recipient means Oil Air Products LLC, a Wisconsin Limited Liability Company.

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815;

Tax Abatement Program means the action by the City pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended, and undertaken in support of the Project;

Tax Abatements means the City's reimbursement to the Owners of the City's share of ad valorem property taxes on the Development Property and paid by the Owners for a period not to exceed eight (8) years, specifically with respect to the payable 2015 through 2022 property taxes, in a total amount not to exceed \$23,000.00, pursuant to the specific provisions of Section 3.9.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation organized under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) To finance the costs of the Project to be undertaken by the Recipient, the City proposes, subject to the further provisions of this Agreement, to abate the City's share of ad valorem property taxes on the Development Property payable by the Owners (who shall in turn reimburse the Recipient for Project costs in the amount of the abatement) as further provided in this Agreement.

(4) The City has made the findings required by the Tax Abatement Act for the Tax Abatement Program.

(5) This Agreement has been duly approved by the City Council of the City and the execution and delivery of this Agreement has been authorized by such City Council.

Section 2.2 Representations and Warranties of the Owners.

(1) The Owners are each individual residents of the State of Minnesota, are together a married couple, and are the owners of the Development Property.

(2) The Lease Agreement attached hereto as Exhibit B is a true and correct copy of the lease agreement between the Owners and Recipient, pursuant to which the Recipient has agreed to pay all real estate taxes, building insurance, and maintenance expenses on the Development Property in addition to the monthly rental and other applicable fees.

(3) The Owners shall credit 100 percent of the Tax Abatements reimbursed to Owners by the City pursuant to the Tax Abatement Program to the Recipient's financial obligations pursuant to the Lease Agreement immediately upon Owners' receipt thereof.

Section 2.3 Representations and Warranties of the Recipient. The Recipient makes the following representations and warranties:

(1) The Recipient is a limited liability company duly organized, in good standing, and validly existing under the laws of the State and has the power to enter into the Agreement and to perform its obligations hereunder and is not in violation of its charter, articles of incorporation, operating agreement or any local, state or federal laws.

(2) The Recipient will cause the Project to be constructed in accordance with the terms of the Agreement, the Project Plans, and all local, state, and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations, City Policy and Code).

(3) The Recipient will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed. Without in any way limiting the foregoing, the Recipient will request and seek to obtain from the City, if necessary, such approvals, variances, conditional use permits, zoning changes and other required City approvals as may be applicable.

(4) The Project will, as of the date it is completed and subject to the issuance of City approvals as herein contemplated, contain only uses permitted under the Code.

(5) The Project would not be undertaken by the Recipient, and in the opinion of the Recipient would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Recipient provided for in this Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Recipient is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Recipient will cooperate fully with the City with respect to any litigation commenced with respect to the project, but only to the extent that the City and the Recipient are not adverse parties to the litigation.

(8) The Recipient will cooperate fully with the City in resolution of any traffic, drainage, utility, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

ARTICLE III

UNDERTAKINGS BY OWNERS, RECIPIENT AND CITY

Section 3.1 Construction of Project and Reimbursement of Cost.

(1) The costs of the construction of the Project shall be paid by the Recipient. The Recipient will construct the Project in a good and workmanlike manner in accordance with the Project Plans and at all times prior to the termination of this Agreement will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

(2) Upon completion of the Project, the City shall partially reimburse the Recipient for the costs of the Project pursuant to the Abatement Program as provided in Section 3.9.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1, the City shall have no obligation to reimburse the Owners (or Recipient) for the costs of the Project, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not cured.

Section 3.3 Commencement and Completion of Construction.

The Recipient shall commence construction of the Project on or before _____ and shall complete the Project by January 1, 2016. All work with respect to the Project to be constructed or provided by the Recipient shall be in conformity with the Project Plans as submitted by the Recipient and approved by the City.

Nothing in this Agreement shall be deemed to impair or limit any of the City's rights or responsibilities under its zoning laws or construction permit processes.

Section 3.4 Job and Wage Goals. The Recipient will, upon completion of the Project and thereafter at all times while this Agreement remains in effect, provide employment for a minimum of 9 full-time equivalent positions and pay each such position a wage (including tips), that with benefits, exceeds \$12/hour.

Section 3.5 Damage and Destruction. In the event of damage or destruction of the Project the Recipient shall repair or rebuild the Project.

Section 3.6 No Change in Use of Project. The City's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Recipient.

Section 3.7 Prohibition Against Transfer of Project and Assignment of Agreement. The Owners and Recipient each represent and agree that prior to the termination date of this Agreement neither the Owners nor the Recipient shall transfer the Development Property, the Project or any part thereof or any interest therein, without the prior written approval of the City. The City shall be entitled to require as conditions to any such approval that;

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Owners.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Owners under this Agreement and agreed to be subject to all the conditions and restrictions to which the Owners are subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

Section 3.8 Real Property Taxes. The Owners acknowledges that they are obligated under law to pay all real property taxes and special assessments payable with respect to all parts of the Development Property acquired and owned by it which are payable pursuant to this Agreement, State law and any other statutory or contractual duty that shall accrue subsequent to the date of its acquisition of title to the Development Property (or part thereof) and until title to the property is vested in another person. The Owners agree that for tax assessments so long as this Agreement remains in effect:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Owners or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Owners or raise the unconstitutionality of any such tax statute as a defense in any proceeding, including delinquent

tax proceeding with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.181, or any other State or federal law, of the ad valorem property taxation of the Development Property so long as this Agreement remains in effect.

Section 3.9 Tax Abatement Program.

(1) The Tax Abatement paid to the Owners shall be in accordance with and subject to the terms and conditions contained in the Abatement Resolution and the Tax Abatement Act.

(2) The Tax Abatement shall be for a duration not to exceed eight years and shall apply to the City's share of ad valorem property taxes on the Development Property and paid by the Owners, beginning with taxes payable in 2015 and continuing through taxes payable in 2022, in the lesser amount annually of \$2,500 or 100 percent of the City's share of ad valorem property taxes on the Development Property for that year, pursuant to the following schedule:

- a. 2015-2017 – 100% of City Share
- b. 2018-2020 – 75% of City Share
- c. 2021-2022 – 50% of City Share

Under no circumstances shall the aggregate amount of City taxes abated exceed \$23,000.

(3) On or before January 1 and July 1 each year commencing July 1, 2015 and including January 1, 2023, the Owners shall invoice the City in the amount of the City's portion of ad valorem property taxes on the Development Property paid by Owners in the previous six month period to which the Owners are entitled to reimbursement under this Section. On or before February 1 and August 1 each year commencing August 1, 2015 to and including February 1, 2023 the City shall pay the Owners the amount of the Tax Abatements received by the City in the previous six month period.

(4) In order for the Owners to be entitled to the Tax Abatement provided for in this Agreement, neither the Owners nor the Recipient shall be in default within the City of any of its payment obligations respecting any taxes, assessments, utility charges or other governmental impositions. Notwithstanding the other provisions of this Article, the City shall not have any obligation to the Owners with respect to the Abatement of taxes hereunder if the City, at the time or times such obligation is required, is entitled to exercise any of the remedies set forth in this Agreement as a result of an Event of Default, which has not been cured, whether such Event of Default is caused by the Owners or the Recipient.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Owners or Recipient to timely pay when due the payments required to be paid or secured under any provision of this Agreement or which are otherwise required, including the payment of any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Development Property, the Project or any portion thereof.

(2) Failure by the Recipient to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Recipient to rent from Owners, or by the Owners to rent to Recipient, at least 18,000 sq. ft. of the Development Property on terms substantially consistent with the Lease Agreement, unless the City shall have been provided in writing and approved a modification or amendment thereto, or any new lease agreement.

(4) Failure by the Owners or the Recipient to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under the Agreement.

(5) If either Owners or Recipient admits in writing of its inability to pay its debts generally as they become due, or shall file or be involuntarily named as a debtor in a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Development Property.

(6) If the either the Owners or the Recipient, on a petition in bankruptcy filed against it, be adjudicated bankrupt, or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of the Owners or Recipient, as applicable, a receiver of the Owners or Recipient, as applicable, or of the whole or substantially all of its property, or approve a petition filed against the Owners or Recipient, as applicable, seeking reorganization or rearrangement of the Owners or Recipient, as applicable under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

(7) If the Owners are in default under any mortgage and has not entered into a workout agreement with the Mortgagee within sixty (60) days after such default

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, in addition to any other remedies or rights given the City under this Agreement, after the giving of thirty (30) days’ written notice to the Owners and the Recipient citing with specificity the item or items of default and notifying the Owners and the Recipient that the party in default has thirty (30) days within which to cure said Event of Default, may take any one or more of the following actions:

(1) The City may suspend its performance under this Agreement, including the payment of any Tax Abatement, until it receives assurances from the Owners or Recipient, as applicable, deemed adequate by the City, that the Owners or Recipient, as applicable, will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement, and reassess any ad valorem property taxes previously abated in proportion to the Recipient's, failure to construct or install the Project Improvements against the Owners in the manner of a special assessment.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Owners or Recipient under this Agreement; provided that any exercise by the City of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage authorized by this Agreement; and provided further that should any Mortgagee succeed by foreclosure of the mortgage or deed in lieu thereof in respect to the Owners' interest in the Development Property, the Mortgagee shall, notwithstanding the foregoing, be obligated to perform the obligations of the Owners under this Agreement and the Lease Agreement as described therein and in the manner required hereunder, but only to the extent that the same have not theretofore been performed by the Owners.

(4) The City may withhold any certificate or permit required hereunder.

The notice of an Event of Default required in this Section shall be effective on the date mailed or hand delivered to the Owners and Recipient.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Except as expressly set forth herein, it shall not be necessary to give notice to exercise a remedy, other than such notice as may be required in this Article.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by either party hereto and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Owners or Recipient, as applicable, herein contained, the Owners and Recipient each agree that they shall, on demand therefore, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City resulting from any Event of Default for which they are responsible.

Section 4.6 Release and Indemnification Covenants.

(1) The Owners and Recipient each expressly release from and covenant and agree to indemnify and hold the City and its officers, agents, servants, employees and all members of the City Council, planning commission and other board or commission harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or an account of the Project, the Development Property, or the performance of work at the development site and elsewhere pursuant to this Agreement, and further release such officers employees, agents and members from any personal liability in connection with handling funds pursuant to the terms of this Agreement. The indemnification provided hereunder shall not apply to intentional acts or the gross misconduct of the individual or entity so indemnified.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Owners and Recipient each agree to protect and defend the City and its officers, agents, servants and employees and all members of the City Council, planning commission and other board or commission, now or forever, and further agree to hold the aforesaid harmless from any claim, demand, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Owners or Recipient, as applicable, under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Project.

(3) The City and its officers, agents, employees and all members of the City Council, planning commission and other board or commission shall not be liable for any damages or injury to the persons or property of the Owners or the Recipient or their respective officers, agents, servants or employees or any other person who may be about the Project or Development Property due to any act of negligence of any person.

(4) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any officer, agent, servant, employee or any members of the City Council, planning commission and other board or commission of the City in the individual capacity thereof.

(5) Neither the Owners nor the Recipient are an agent of the City and this Agreement shall not be construed as creating a joint venture, partnership or other joint arrangement between the Owners or the Recipient and the City relating to the Project.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Conflicts of Interest/No Personal Liability. No member of the governing body or other official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the Owners in the event of any default or breach by the City or for any amount that may become due to the Owners for any obligations under the terms of this Agreement.

Section 5.2. Non-Discrimination. Neither Owners nor the Recipient shall violate any law applicable to them with respect to civil rights and non-discrimination including, without limitation, Minnesota Statutes, Section 181.59.

Section 5.3. No Merger. None of the provisions of this Agreement are intended to be or shall be merged by reason of any deed transferring any interest in any part of the Development Property and any such deed shall not be deemed to affect or impair the provisions of this Agreement.

Section 5.4. Cleanup. The Owners and Recipient shall be responsible for promptly clearing or causing to be cleared from the Development Property and any public streets or property, any soil, earth or debris or unnecessary personal property or equipment resulting from construction work by the Owners or Recipient or their respective agents or assigns. If Owners or Recipient fails to do so within two (2) business days of receipt of telephone or personally delivered personal notice from the City, the City shall be entitled to undertake such corrective action as it deems necessary and to charge the Owners for the cost of such corrective action. This remedy is in addition to any other remedy available to the City hereunder. Owners' failure to pay such charges when billed by the City shall be an additional Event of Default under this Agreement.

Section 5.5. Responsibility for Costs. Owners shall be responsible for the following costs incurred with respect to this Agreement, which costs shall be paid as set forth below:

(1) The Owners shall reimburse the City for reasonable, administrative and out-of-pocket costs, expenses and disbursements incurred in the enforcement of this Agreement, including engineering and attorney's fees.

(2) The Owners shall pay in full all bills submitted to them by the City within thirty (30) days after receipt. If the bills are not paid on time, the City may without further notice to Owners exercise any one or more of the remedies provided to the City by Article 5 hereunder.

Section 5.6 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the Owners is addressed to or delivered personally to:

William Donner
4201 104th Ave NE
Spicer, MN 56288

(2) in the case of the Recipient is addressed to or delivered personally to:

Oil Air Products, LLC
Roger Schwerin, Manager
13010 County Road 6
Plymouth, MN 55441

(3) in the case of the City is addressed to or delivered personally to:

City Administrator
City of Willmar
333 SW 6th St.
Willmar, MN 56201

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.8 Duration. This Agreement shall remain in effect through February 1, 2023, unless earlier terminated or rescinded in accordance with its terms.

Section 5.9 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.10 Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Owners and Recipient each agree that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Owners and/or Recipient and involve transactions relating to this Agreement. The Owners and Recipient each agree to maintain these records for a period of six years from the date of termination of this Agreement.

Section 5.11 Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

Section 5.12. Rules of Interpretation.

(1) Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota,

(2) Includes Entire Agreement. The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(3) Original Sections. References herein to any particular article, section or paragraph hereof are to the section or subdivision of this Agreement as originally executed.

(4) Headings. Any headings, captions, or titles of the several parts, articles, sections, and paragraphs of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provision.

(5) Conflict Between Agreements. In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any other

instrument, the terms, conditions and provisions of this Agreement shall control and take precedence.

(6) Entire Agreement. This Agreement including any Schedules and Exhibits hereto contain the entire agreement of the parties relating to the subject matter herein, and no other prior or contemporary agreements, oral or written, shall be binding upon the parties hereto.

(7) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as provided and as conditioned in this Agreement.

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IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Owners have each caused this Agreement to be duly executed in their respective names and on its behalf, and the Recipient has caused this Agreement to be duly executed in its name, on or as of the date first above written.

WILLIAM DONNER

DEBORAH DONNER

OIL AIR PRODUCTS LLC

By _____
Its _____

CITY OF WILLMAR, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

Exhibit A
Legal Description of Development Property

Parcel # 95-914-1670

EXHIBIT B

Lease Agreement between Owners and Recipient

RESOLUTION NO. _____

RESOLUTION APPROVING PROPERTY TAX ABATEMENT

BE IT RESOLVED by the City Council (the "Council") of the City of Willmar, Minnesota (the "City"), as follows:

1. Recitals.

- a. William & Deborah Donner (the "Developer") propose the redevelopment of the commercial building existing on Developer's real property located at 1500 Highway 12 East (parcel number 95-914-1670, the "Development Property") in the City, (the "Project"). The Developer has requested that the City provide financial assistance to the Developer for the project relative to the 18,000 square feet of the Development Property to be leased to Oil Air Products. The City proposes to use tax abatement for the purposes provided for in the Abatement Law (hereinafter defined), including the Project. The proposed term of the abatement will be for a term not to exceed eight years in a total amount not to exceed \$23,000. The abatement will apply to the City's share of ad valorem property taxes on the Development Property derived from the value of the Project and paid by the Developer (the "Abatement").
- b. On December 15, 2014 the Council held a public hearing on the question of the Abatement, with proper notice being duly given.
- c. The Abatement is authorized under Minnesota Statutes, Section 469.1812 through 469.1815 (the "Abatement Law").

2. Findings for the Abatement. The City Council hereby makes the following findings:

- a. The Council expects the benefits to the City of the Abatement to at least equal or exceed the costs to the City thereof.
- b. Granting the Abatement is in the public interest because it will increase or preserve the tax base of the City, provide employment opportunities in the City.
- c. The Property is not located in a tax increment financing district.
- d. In any year, the total amount of property taxes abated by the City by this and other resolutions, if any, does not exceed greater of ten percent (10%) of the current levy or \$200,000.

3. Terms of Abatement. The Abatement is hereby approved; provided, however, this approval is contingent upon the approval by Kandiyohi County of an abatement program for the Project upon the same terms as set forth below for the County's share of property tax amount which the County receives from the Property. The terms of the Abatement are as follows:

- a. The Abatement shall be for eight (8) years and shall apply to the taxes payable in the years 2015 through 2022 inclusive.
- b. The City will abate the portion of the City's share of ad valorem property taxes on the 18,000 square feet of the Development Property paid by the Developer and leased to Oil Air Products , beginning with taxes payable in 2015 and continuing through taxes payable in 2022 , as follows:
 1. 2015-2017 – 100% of City Share
 2. 2018-2020 – 75% of City Share
 3. 2021-2022 – 50% of City Share
 4. The aggregate amount of City taxes abated shall not exceed \$23,000.
- c. The Abatement shall be subject to all the terms and limitation of the Abatement Law, as well as that certain Tax Abatement Agreement between the Developer, Oil Air Products and the City approved by the City on even date herewith setting forth the rights and obligations of the parties with respect to the Abatement in greater detail, including the requirement that Developer lease a minimum of 18,000 square feet of the Development Property to Oil Air Products and pass the annual Abatement amount through to Oil Air Products.
- d. The Abatement may not be modified or changed during its term.

Dated this 15th day of December, 2014.

Mayor

Attest:

City Clerk-Treasurer



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

Agenda Item Number: 11

Meeting Date: December 15, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: _____

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

Originating Department: Planning and Development Services

Agenda Item: Presentation of Highway 12 Corridor Vision Plan

Recommended Action: Receive for information

Background/Summary: Representatives of SEH and MnDOT will present the recently completed Highway 12 Corridor Vision Plan. Partners in the plan were MnDOT, the City of Willmar, and Kandiyohi County.

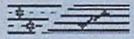
Alternatives: N/A

Financial Considerations: The City contributed \$50,000 towards the study. Additional funds will be required to implement portions of the plan in the future.

Preparer: Bruce D. Peterson, AICP
Director of Planning and Development Services

Signature:

Comments:

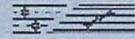


WILLMAR HIGHWAY 12 CORRIDOR VISION PLAN

FINAL STUDY REPORT PRESENTATION

CITY OF WILLMAR – DECEMBER 15, 2014

KANDIYOHI COUNTY – DECEMBER 16, 2014



PRESENTATION OUTLINE

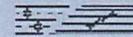
- I. Corridor Study Background & Purpose
- II. Study Process
- III. Existing Conditions/Data Collection and Issues Identification
- IV. Corridor Vision Statement and Goals
- V. Stakeholder Involvement
- VI. Study Recommendations
 - A. Conceptual Corridor Vision
 - B. Overlay Zoning Ordinance
- VII. Questions & Answers



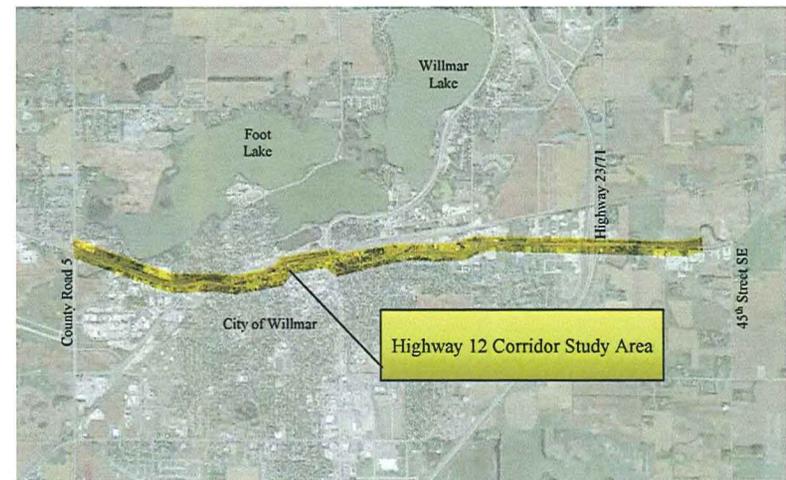


STUDY PURPOSE

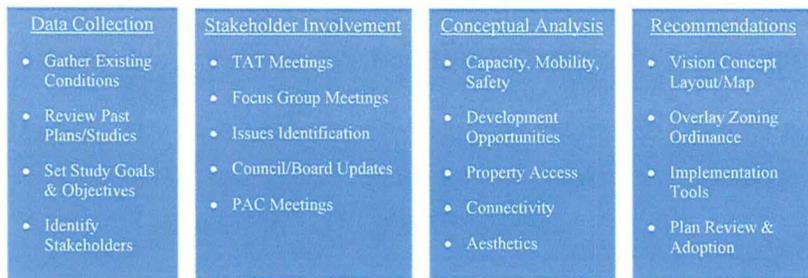
- Provide a framework for the Project Partners (MnDOT, City of Willmar, and Kandiyohi County) to make informed transportation and land use decisions associated with Highway 12
- Manage growth & guide development / redevelopment
- Create a corridor vision plan map for Highway 12
 - recommend future highway section needed
 - identify future frontage/backage road locations
 - identify candidate access modifications
 - explore streetscape opportunities to enhance corridor aesthetics and create a gateway identity.



CORRIDOR STUDY AREA



STUDY PROCESS – PLANNING PHASES



EXISTING CONDITIONS/DATA COLLECTION

HIGHWAY 12 TRAFFIC VOLUMES

Year	West of 30 th /CR 5	30 th /CR 5 to Industrial Dr.	Industrial Dr. to 11 th St.	11 th St. to 7 th St./CR 41	7 th St./CR 41 to 2 nd St.	1 st St. to Lakeland Dr.	Lakeland Dr. to Hwy 23/71	East of Hwy 23/71
1994	4,350	10,200	10,500	11,600	9,500	7,600		5,900
1996	4,500	9,200	11,600	10,900	8,100	7,100		5,700
1998	4,900	10,100	11,700	10,900	10,000	7,100		5,800
2000	4,450	9,100	11,700	9,700	10,000	7,100		5,300
2002	5,400	10,900	11,900	10,100	8,900	7,400		6,200
2004	5,200	9,900	12,300	10,400	10,200	7,600	10,000	6,500
2006	5,000	10,800	12,600	10,200	9,800	8,300	11,200	6,400
2008	4,900	10,200	12,100	10,600	9,300	7,500	10,500	6,200
2010	5,400	8,000	10,900	10,300	8,500	7,200	10,000	6,200
2012	6,100	6,600	10,000	9,900	8,000	7,600	9,600	6,300

Estimated Traffic Forecast

2040	7,700	7,300	11,000	10,900	8,800	8,400	10,500	7,500
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AVERAGE DAILY TRAFFIC PLANNING LEVEL CAPACITIES

Roadway Type	Level of Service (LOS) Based on Average Daily Traffic (ADT) Volumes					
	A	B	C	D*	E	F
Two-lane	<8,000	8,000-9,500	9,250-10,750	10,500-12,000	11,750-13,250	>13,250
Three-lane (center left turn lane)	<9,000	9,000-12,000	11,500-14,500	14,000-17,000	16,500-19,500	>19,500
Four-lane undivided	<12,000	12,000-15,000	14,500-17,500	17,000-20,000	19,500-22,500	>22,500
Four-lane divided (center median)	<19,000	19,000-22,000	21,500-24,500	24,500-27,000	26,500-29,500	>29,500

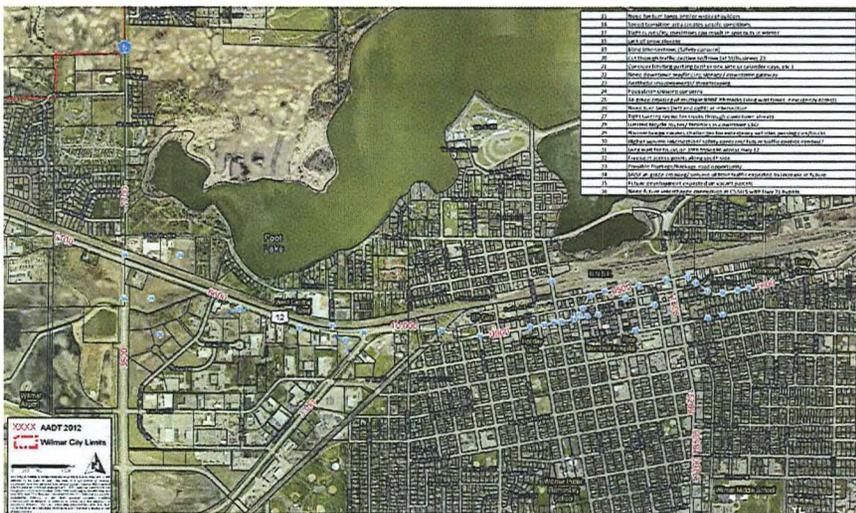
* ADT associated with LOS D represent traffic volumes approaching 85-percent of a roadways design capacity.

HIGHWAY 12 ACCESS INVENTORY

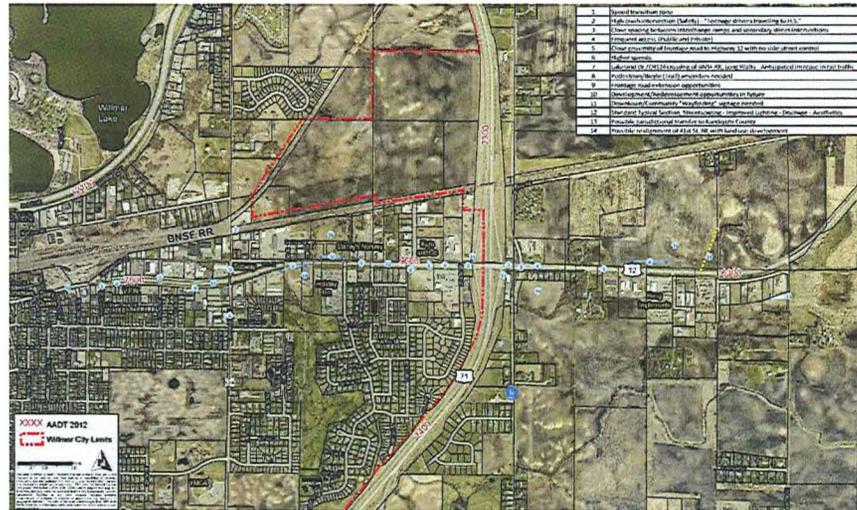
Highway 12 Segment	Highway 12 Corridor Study Area Access Points			
	Driveway		Public Streets	Total
	Business	Residential		
30 th St./County Rd. 5 to Industrial Dr.	11	1	4	16
Industrial Dr. to 3 rd Street SW	18	3	8	29
3 rd Street SW to 24 th Street SE	17	19	17	53
24 th Street SE to 45 th Street NE	5	4	7	16
Totals	51	27	36	114

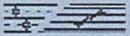
**Averages out to approximately 22 access per mile

ISSUES MAP – WEST SEGMENT



ISSUES MAP – EAST SEGMENT



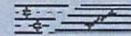


CORRIDOR VISION AND GOALS

Vision Statement: *“Highway 12 through the City of Willmar will facilitate the efficient movement of citizens, visitors, and commerce within and through the city on a safe, well maintained, convenient, coordinated, and fiscally responsible route using a balanced approach of land use and transportation policies and investments.”*

Study Goals:

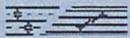
- Preserve and enhance Highway 12 and intersecting roadways in a manner that improves safety and mobility.
- Increase the connection between transportation considerations and the land development regulatory process.
- Plan, design, and construct transportation and land use improvements in the Highway 12 corridor that respect and reflect the aesthetic character, historical and cultural context, and values of the citizens of Willmar.
- Seek opportunities to encourage and facilitate the expansion of pedestrian and bicycle facilities.
- Implement the Corridor Vision through strategic funding, and objective and definitive decision making, with the collaboration of jurisdictions (MnDOT, Kandiyohi County, and the City of Willmar).



STAKEHOLDER INVOLVEMENT

- Technical Advisory Team (TAT) – members from the Project Partners (MnDOT, City of Willmar, and Kandiyohi County)
- Focus Group Meetings
 - East Business Group
 - Downtown & West Business Group
 - Residential Group
 - Emergency Services/Law Enforcement Group
- Project Advisory Committee (PAC) – consisted of City, County, and MnDOT staff, Chamber of Commerce, Mid-Minnesota Development Commission, and Business Owners
- Website – <http://www.dot.state.mn.us/d8/projects/hwy12willmarcorridor/index.html>

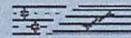




STUDY RECOMMENDATIONS

Three Primary Study Recommendations:

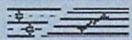
1. Establish a more uniform typical highway section that will enhance driver expectancy while achieving safety and mobility goals.
 - a. 3-lane with continuous center left turn lane
 - b. 4-lane divided (maintain existing section in downtown)
 - c. Other spot design options
2. Establish access management strategies and consider adoption of a Highway 12 Overlay Ordinance with specific access and land use policies that will promote the safe and efficient movement of traffic.
3. Seek opportunities to provide streetscape features to enhance the overall aesthetic appearance of the corridor.



Benefits/Findings of Three-lane Section with Two-Way Continuous Left Turn Lane:

- 2040 forecast traffic volumes fall within the acceptable level of service range for the capacity of a three-lane section;
- No additional right-of-way would be needed unless specific intersection improvements identify the need to add safety and/or operation improvements;
- No relocations/acquisitions;
- Pedestrians/bicyclists can be accommodated along the corridor;
- Access points (street and driveways) to Highway 12 would remain generally unchanged, but future consolidations and modifications should be pursued;
- Left turning traffic is removed from the flow of traffic which improves safety and mobility;
- The narrower cross section could potentially accommodate additional streetscape features and/or drainage and stormwater elements; and
- Considered to be a relative low-cost and high-benefit improvement.





Highway 12 Corridor Vision Plan

Western “Urbanizing” Segment (County Road 5/30th St. SW to 11th St. SW)

- Vision is a rural three-lane section with rural drainage (road side ditches);
- Add sidewalk/trail connection across Highway 12 along the east side of County Road 5;
- A future drainage analysis is recommended to ensure adequate infrastructure (e.g. culvert sizes, ditch width/depth, etc.);
- Add supporting frontage/backage road on the south side of Highway 12 between 28th Street SW and Industrial Drive. Location to be determined at time of development proposals;
- Limit new access to Highway 12 and seek opportunities for reduced access;
- Add acceleration lanes near the Highway 12/Industrial Drive intersection to accommodate slower moving heavy commercial traffic;
- A wider bridge over the BNSF rail line should be planned;
- Add wayfinding signage to the downtown area.



Highway 12 Corridor Vision Plan

West Downtown Business Segment (11th Street SW to 7th Street SW)

- Three-lane Urban section (curb & gutter);
- Seek opportunities during redevelopment for reduced or reconfigured access to Highway 12;
- Eastern limit (approximately 7th Street) should serve as a “Gateway” to the downtown district;
- Consider implementing various streetscape and placemaking elements (e.g. lighting, banners).

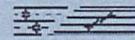




Highway 12 Corridor Vision Plan

Downtown Business District (7th Street SW to Benson Avenue)

- Existing four-lane divided section to remain in place;
- Corridor vision also includes urban three-lane section;
- Add advance traffic signal warning system east of the 7th Street SW intersection;
- Optimize and coordinate the 2nd Street SW and 3rd Street SW signal systems;
- Develop a formal Downtown Streetscape Plan or “Design Guide” that identifies standardized visual quality elements (e.g. plantings, pavement treatments such as colored or stamped concrete, decorative lighting, fencing, street furnishings such as benches, trash receptacles, bike racks, and wayfinding/signage).
- Eastern limit (between Benson Avenue and 2nd Street) should be considered a “Gateway” area to downtown Willmar district.



Highway 12 Corridor Vision Plan

Residential Segment (Benson Avenue to approximately Ferring Street)

- City’s Future Land Use Plan shows area remaining residential, however redevelopment may occur in some instances;
- Corridor Vision includes urban three-lane section;
- Preserve area for snow storage/additional green space and/or expanded pedestrian facilities;
- Seek opportunities during redevelopment for reduced or reconfigured access to Highway 12.

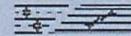




Highway 12 Corridor Vision Plan

East Business Segment (Ferring Street to Highway 23/71 Interchange)

- Segment has the greatest potential for new development or redevelopment;
- Corridor Vision includes an urban three-lane highway section;
- Maintain existing intersection geometry at the Lakeland Drive intersection;
- Add parallel frontage/backage roads on both sides of the highway;
- Limit new access to Highway 12 and seek opportunities for reduced access;
- Add a new trail on the south side of Highway 12 from Lakeland Drive to approximately 23rd Street SE;
- Require site plans for new developments/redevelopments to show how they will accommodate on-site stormwater retention/rate control and water quality/treatment;
- Near the Highway 23/71 interchange, add wayfinding signage to guide visitors to the Willmar Downtown District;
- Consider implementing streetscape and placemaking elements (lighting, banners, and plantings).



Highway 12 Corridor Vision Plan

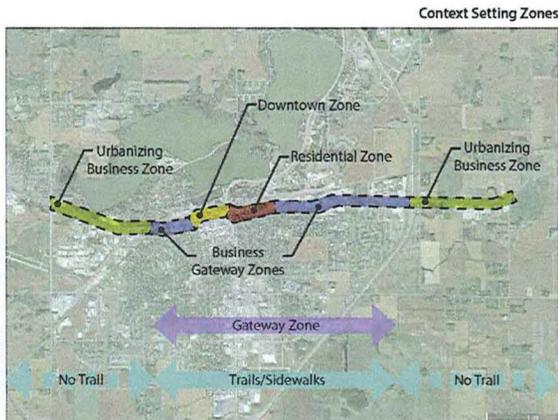
Eastern “Urbanizing” Segment (Highway 23/71 Interchange to 45th Street SE)

- Segment currently located outside Willmar City limits, however, moderate levels of developed were assumed for the next 20 plus years;
- Highway 12/County Road 9 intersection improvements currently being made by MnDOT;
- Corridor Vision includes a rural three-lane section with rural drainage (road side ditches);
- Add parallel frontage/backage roads on both the north and south sides of the highway. The location of a local supporting roadway will be determined as part of site development;
- Limit new access to Highway 12 and seek opportunities for reduced existing access;
- A comprehensive drainage analysis is recommended for this segment as future develop is proposed to ensure adequate infrastructure (e.g. culvert sizes, ditch width/depth, etc.).

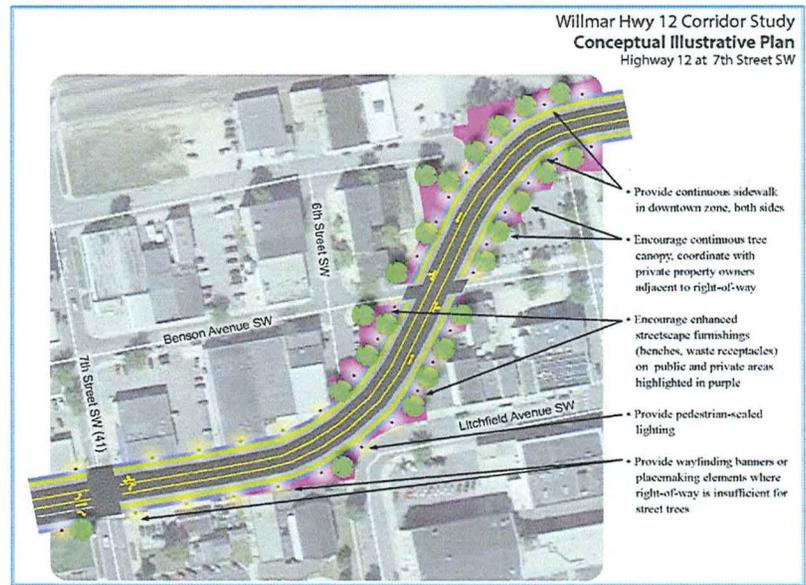


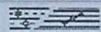
VISUAL QUALITY AND PLACEMAKING

- Define Context Setting Zones
- Conduct Visual Preference Survey
- Summarize Observations by Streetscape Category
 - Wayfinding Signage, Banners, Gateways
 - Lighting
 - Street Furnishings
 - Sidewalk Material/ Textures
 - Screening, Fencing, Railings

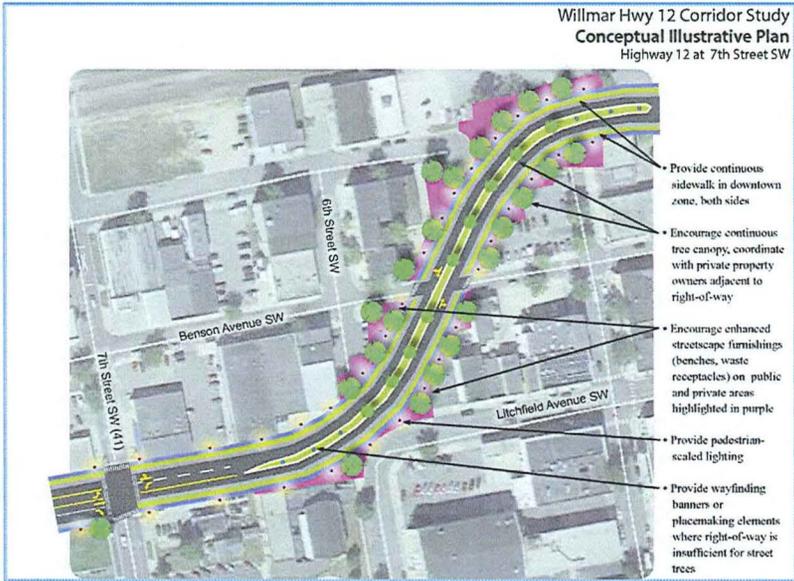


Willmar Hwy 12 Corridor Study
Conceptual Illustrative Plan
Highway 12 at 7th Street SW

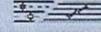




Willmar Hwy 12 Corridor Study
Conceptual Illustrative Plan
Highway 12 at 7th Street SW



- Provide continuous sidewalk in downtown zone, both sides
- Encourage continuous tree canopy, coordinate with private property owners adjacent to right-of-way
- Encourage enhanced streetscape furnishings (benches, waste receptacles) on public and private areas highlighted in purple
- Provide pedestrian-scaled lighting
- Provide wayfinding banners or placemarking elements where right-of-way is insufficient for street trees

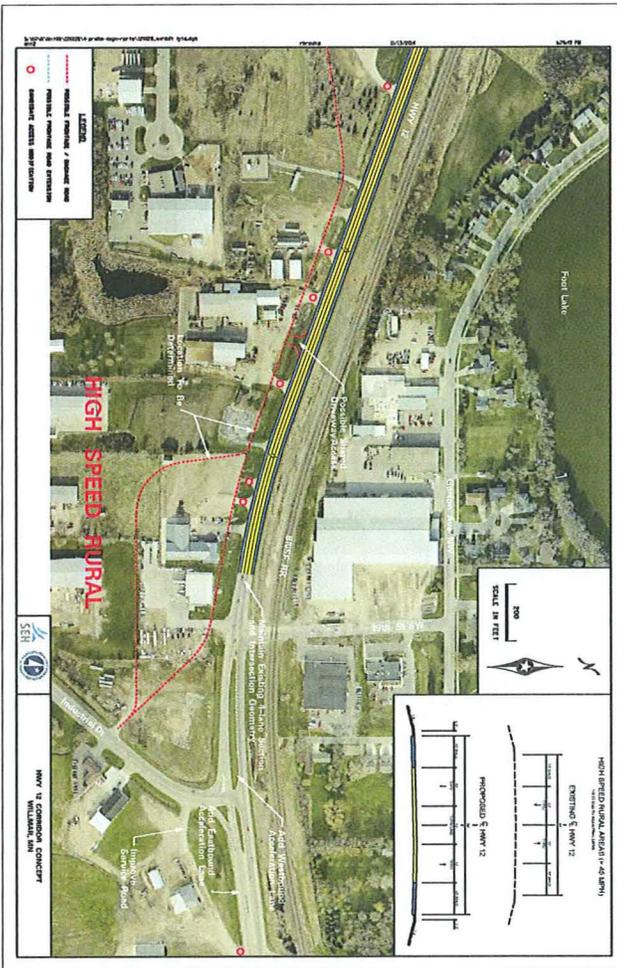
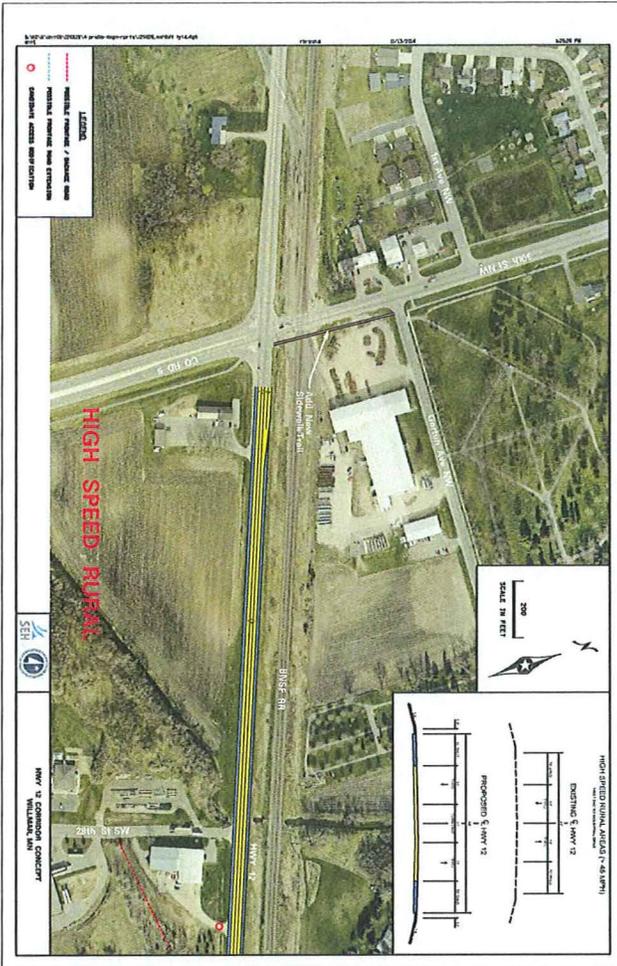


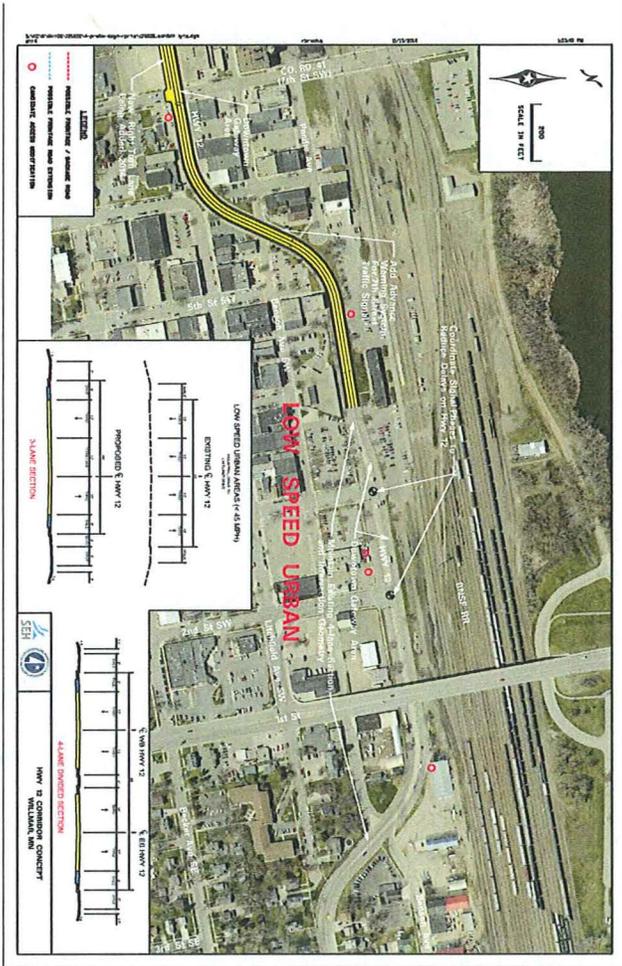
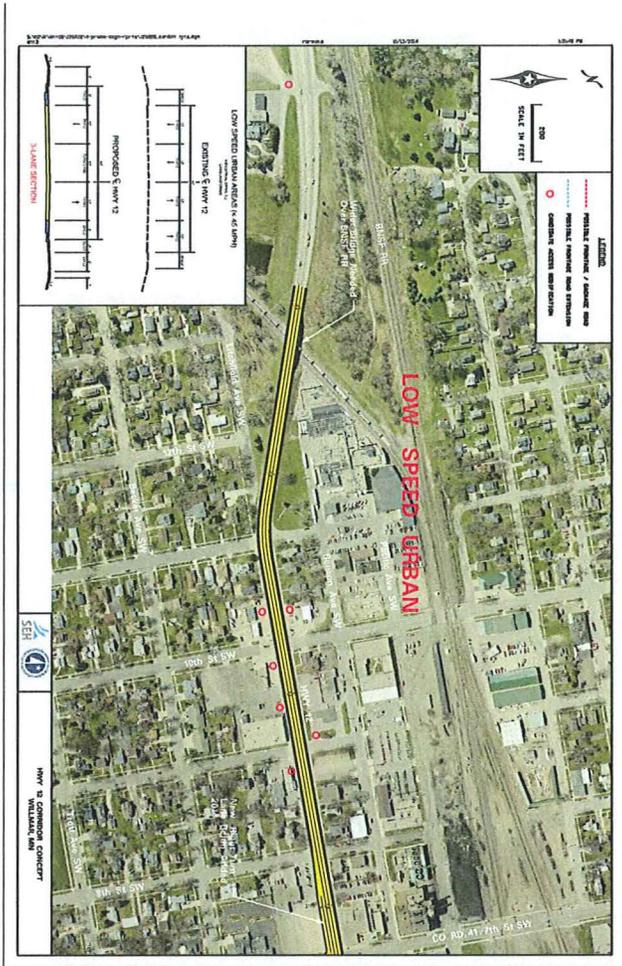
“Before” Condition

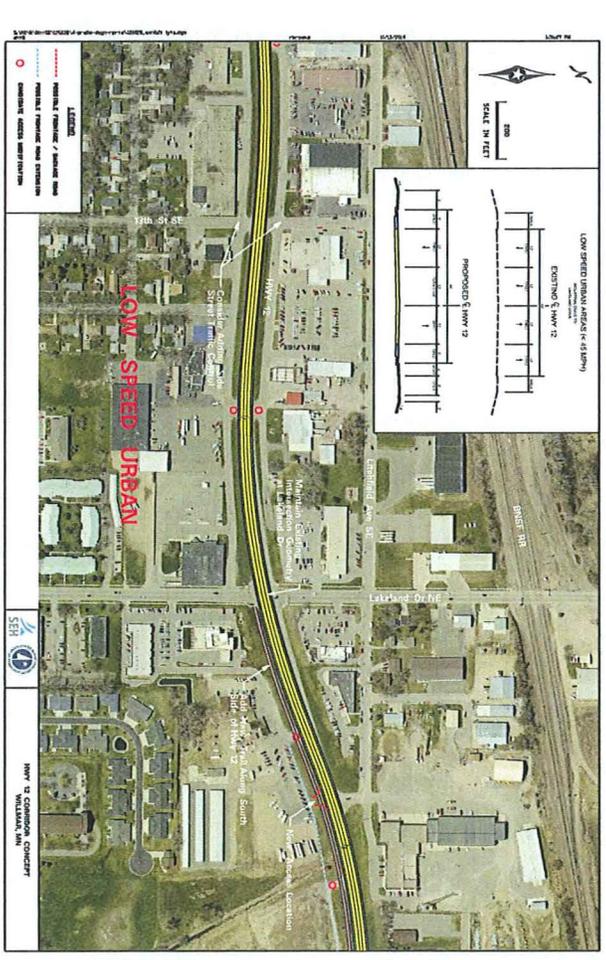
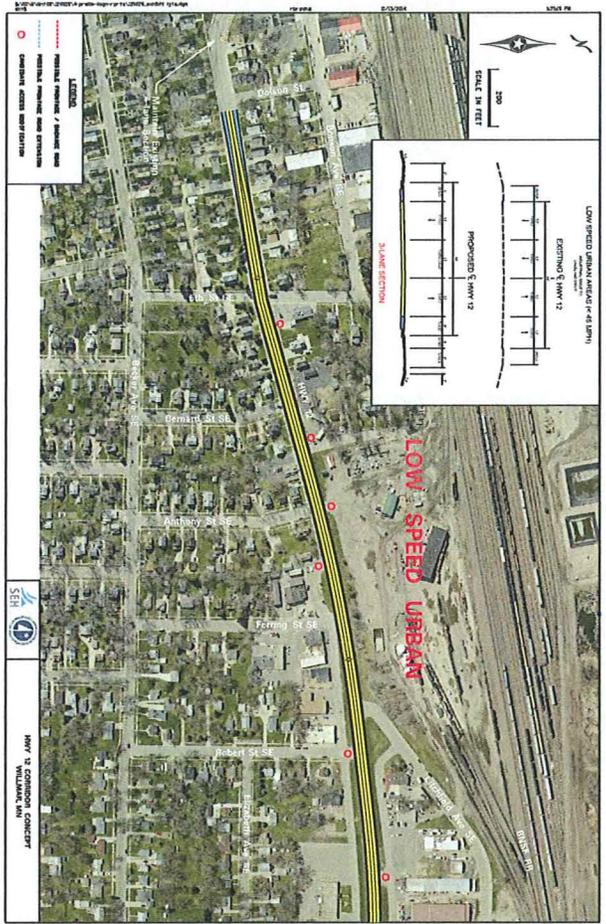


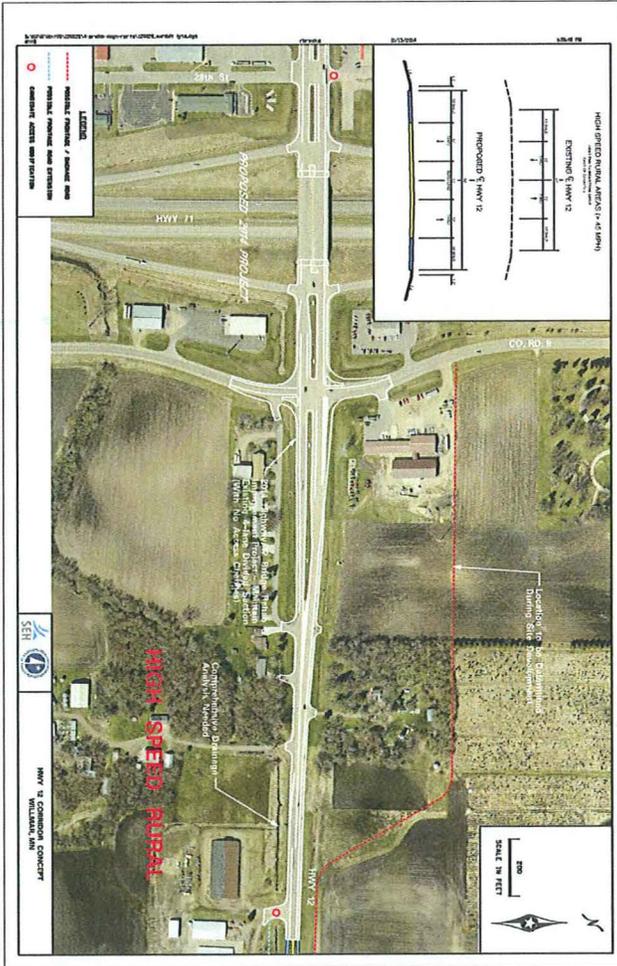
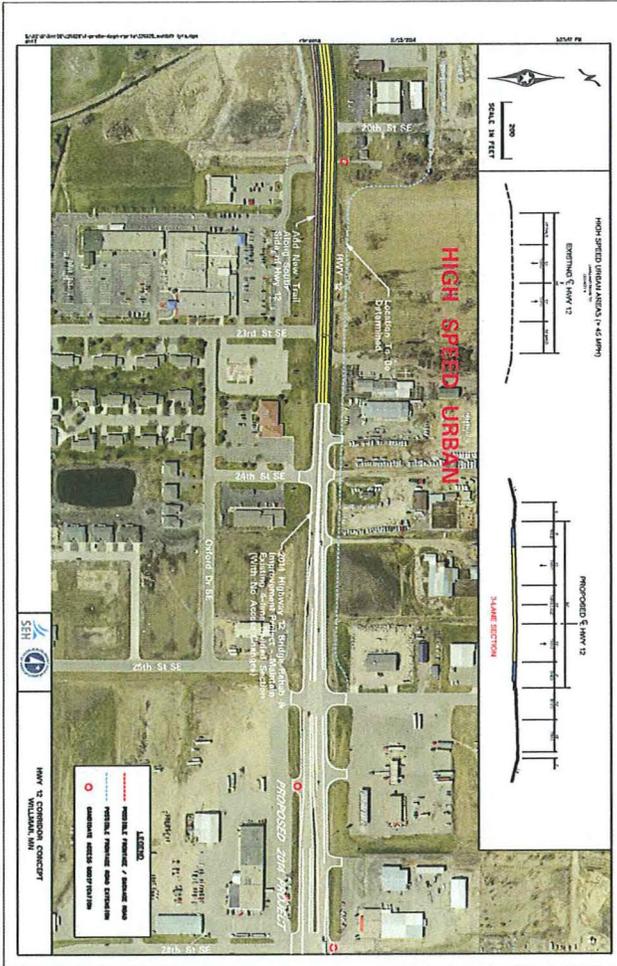
“After” Condition

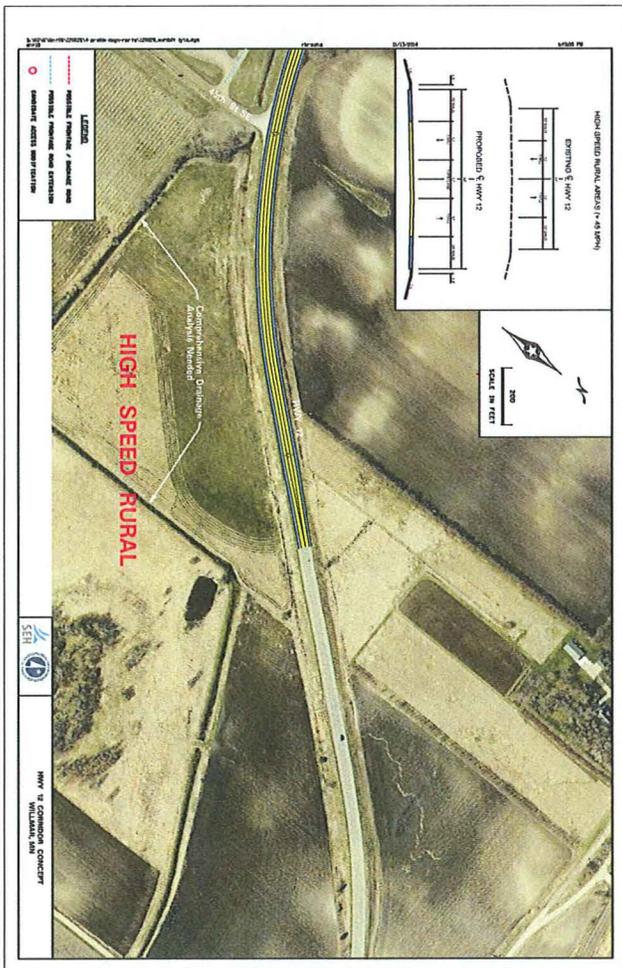
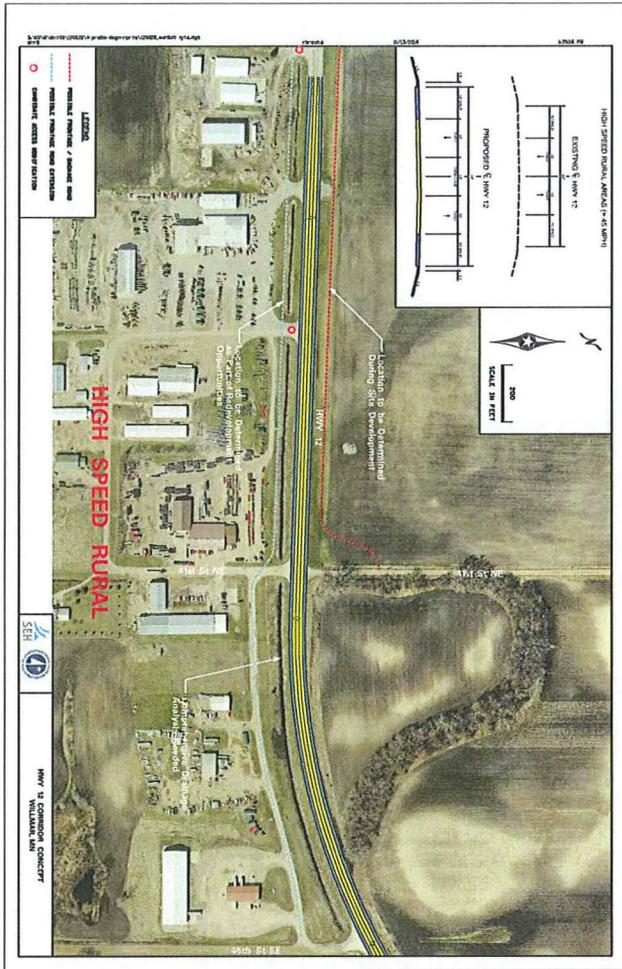


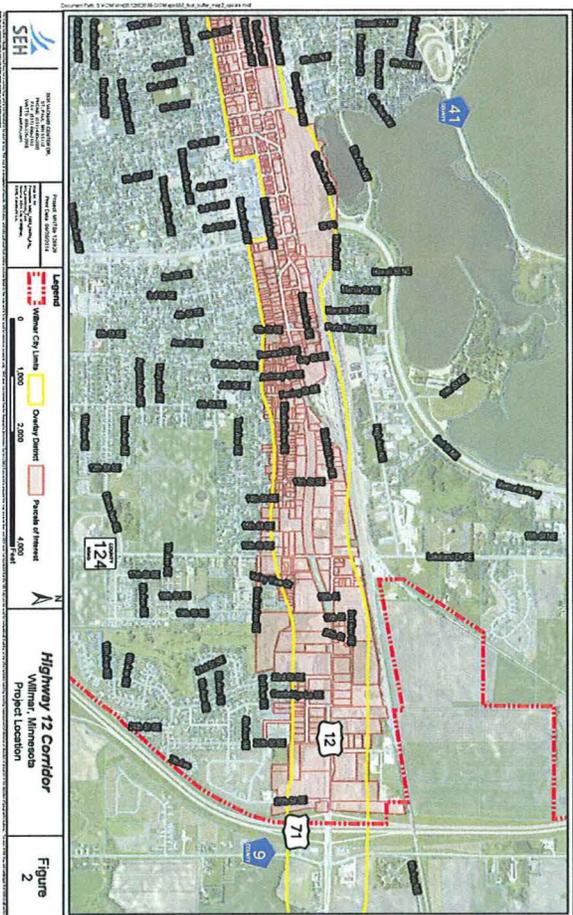
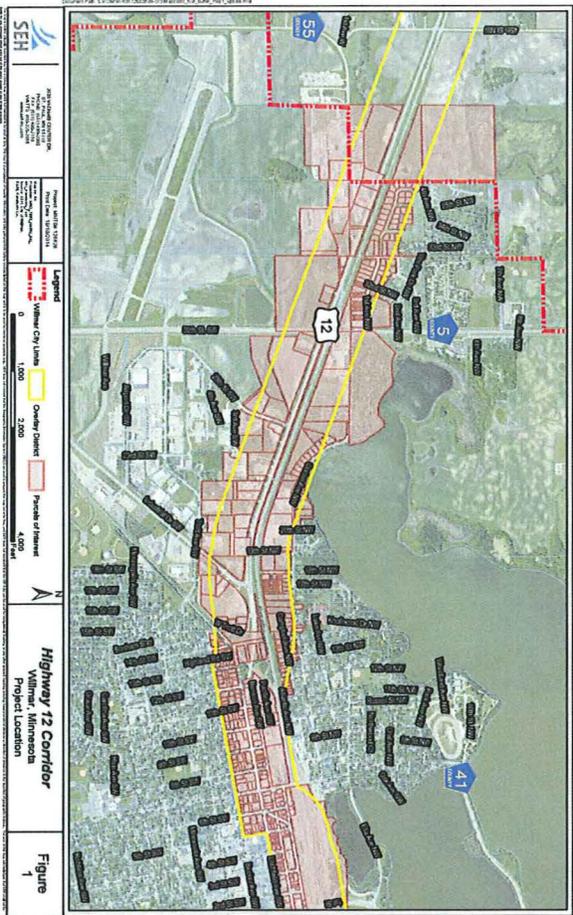


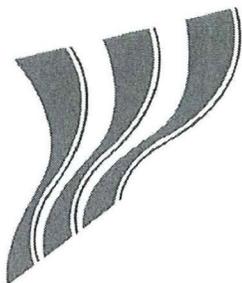












CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 12

Meeting Date:

Attachments: X Yes No

CITY COUNCIL ACTION

Date: December 15, 2014

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: Administration

Agenda Item: Discussion regarding Resolution No. 44 of the WMU which was action to purchase land from Jennie-O Turkey Store, Inc. by the WMU for purposes of construction of a substation by and for the WMU.

Recommended Action: Following discussion, Council has the following actions available:
Take no action and allow Resolution 44 and the land purchase to proceed.
Veto the action of the WMU and negate the purchase of the land. A veto requires five (5) affirmative votes of the members of Council.

Background/Summary:

At its November 10th meeting, the Willmar Municipal Utilities took action to approve a purchase agreement between itself and Jennie-O Turkey Store, Inc. for the land acquisition of 47.82 acres in the amount of \$352,000 for the Priam Substation. The City Council took action on November 17, 2014 to extend review of the WMU action for 30 days.

Mr. Wesley Hompe, General Manager for the Willmar Municipal Utilities addressed the City Council at the meeting of December 1st and the City Council asked Mr. Hompe to return on December 15th. The 30 day review period for the Council expires on December 17th.

Alternatives:

1. Take no action and allow Resolution 44 and the land purchase to proceed.
2. Veto the action of the WMU and negate the purchase of the land. A veto requires five (5) affirmative votes of the members of Council.

Financial Considerations: The WMU will provide information on the financial impacts of purchasing other properties or failing to construct the substation.

Preparer: Charlene Stevens, City Administrator

Signature:

Comments:

WILLMAR MUNICIPAL UTILITIES MINUTES
MUNICIPAL UTILITIES AUDITORIUM
NOVEMBER 10, 2014

The Municipal Utilities Commission met in its regular scheduled meeting on Monday, November 10, 2014, 11:45 a.m. in the Municipal Utilities Auditorium with the following Commissioners present: Steve Salzer, Matt Schrupp, Dan Holtz, Jeff Nagel, Joe Gimse, and Justin Mattern. Absent was Commissioner Carol Laumer.

Others present at the meeting were: General Manager Wesley Hompe, Director of Finance Tim Hunstad, Director of Operations John Harren, Power Supply Manager Chris Carlson, Customer Service Supervisor Stacy Stien, Administrative Secretary Beth Mattheisen, City Attorney Robert Scott (via teleconference), and West Central Tribune Journalist David Little.

Due to the absence of Secretary Laumer, President Salzer opened the meeting by appointing Commissioner Nagel to serve as Acting Secretary. Following the appointment, President Salzer requested a resolution to approve the Consent Agenda. Following a review, Commissioner Schrupp offered a resolution to approve the Consent Agenda as presented. Commissioner Nagel seconded.

RESOLUTION NO. 43

"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 October 27, 2014 Commission meeting; and,
- ❖ Bills represented by vouchers No. 1412076 to No. 142150 inclusive in the amount of \$167,326.91 with a MISO credit in the amount of \$93,799.84 and a Westmoreland Resource (coal) payment in the amount of \$54,415.80.

Dated this 10th day of November, 2014.

President

ATTEST:

Acting Secretary

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

President Salzer informed the Commission that due to the inclement weather, Consultant Dave Berg would not be in attendance to present the Commission with an overview of the Cost of Service & Rate Study as anticipated. Mr. Berg's presentation and analysis will be rescheduled to the November 24th MUC meeting.

At this time, Director of Finance Hunstad reviewed with the Commission with the preliminary 2015 WMU Budget. A complete summary of the preliminary budget was reviewed including identifying individual budgetary items that would be considered high-impact items. Following discussion, Hunstad informed the Commission that the next step in the budgetary process would be to present the refined proposed 2015 WMU Budget to the City Finance Committee (November 18th meeting) for their review with formal approval by the Commission to follow tentatively at the November 24th MUC meeting.

General Manager Hompe brought before the Commission a request to authorize a property purchase agreement between the Willmar Municipal Utilities and Jennie-O Turkey Store (JOTS) to be utilized in the future Priam Substation Project (transmission line upgrade). This transmission line project would assist in accommodating the power flows and increase the reliability for future power supply to the citizens of Willmar. The parcel of land would be for 47.82 acres at a total purchase price of \$352,000 (appraised value). Terms and conditions were negotiated by representatives from the entities involved. The timeline involved in obtaining the property acquisition was presented for review. While it was noted that of the proposed acreage being purchased, a majority of the land could be put back into the market following the completion of the substation project. It was also noted that the actual purchase price would be included in WMU's MISO Attachment O submission which would assist in the recovery of the incurred expenses related to the substation construction and transmission line upgrade. Following considerable discussion by the Commission, Commissioner Salzer offered a resolution to approve the purchase agreement for the land acquisition for the Priam Substation Project at a price of \$352,000. Commissioner Nagel seconded.

RESOLUTION NO. 44

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Commercial Property Purchase Agreement between the Willmar Municipal Utilities and Jennie-O Turkey Store, Inc., for the land acquisition of 47.82 acres required for the Priam Substation Project (transmission upgrade) be approved in the amount of \$352,000."

Dated this 10th day of November, 2014.

President

ATTEST:

Acting Secretary

The foregoing resolution was adopted by a vote of four ayes, one abstention (Schrupp), and one nay (Gimse).

Commissioner Schrupp (Chair) reviewed with the Commission minutes from the October 27th WMU Labor Committee meeting (see attached). The focal point discussed by the Committee was the current status of the labor negotiations between WMU and its I.B.E.W. Local Union #160 employee-members. Schrupp stated that a modified two-year proposal had been presented to the union members for consideration (9/24/14). This proposal was not approved by the voting members. Following further discussion, the WMU Planning Committee was recommending staff to contact legal counsel regarding the possibility of presenting a verbal proposal (modified) to IBEW union officials for consideration. Following discussion, Commissioner Holtz offered a motion to approve the minutes of the October 27th WMU Planning Committee meeting as presented. Commissioner Schrupp seconded the motion which carried by a vote of two ayes and zero nays.

Note: The proposed two-year labor agreement was subsequently presented and approved of by the WMU union-employee members. Formal approval of the agreement will be presented at the November 24th MUC meeting.

For information and review, Power Supply Manager Carlson presented the Commission with an analysis of the September 2014 Power Supply Report.

General Manager Hompe informed the Commission of a number of future utility-related events to note. These events include:

- MMUA Legislative Conference (Bloomington) – February 4-6, 2015
- APPA Legislative Rally (Washington, DC) – March 9-11, 2015
- APPA National Conference (Minneapolis, MN) – June 5-10, 2015
- MMUA Annual Summer Conference (Breezy Point) – August 17-19, 2015

There being no further business to come before the Commission, Commissioner Nagel made a motion to adjourn the meeting. Commissioner Holtz seconded the motion, and the meeting was adjourned by a vote of six ayes and zero nays.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Administrative Secretary

ATTEST:

Jeff Nagel, Acting Secretary

FINANCE COMMITTEE

MINUTES

The Finance Committee of the City of Willmar met on Monday, December 08, 2014, in Conference Room No. 1 at the City Office Building.

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

Others present: City Finance Director Steve Okins, City Clerk Kevin Halliday, Civic Center Manager Troy Ciernia, 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 Engan Associates Contract Amendment – Auditorium Project (Resolution)

City Clerk Halliday explained to the Committee that Engan Associates is requesting an amendment to their architectural services contract to add \$798.67 for printing and reproduction costs of bid documents.

Following discussion, Council Member Johnson moved to not approve the amendment to the contract. Council Member Fagerlie seconded the motion. Council Members Nelsen and Anderson both stated they were uncomfortable with not approving the increase. This item will be forwarded to the Council with no recommendation per a roll-call vote of (2) Ayes (2) Nays with Council Members Nelsen and Anderson voting against.

Item No. 4 Change Order No. 2 CornerStone of Willmar – Auditorium Project (Resolution)

City Clerk Halliday reported to the Committee that during the abatement process at the Auditorium, it was noticed that the glass wall between the Gun Range staging room and the training room was unsecured mainly due to a design of having the glass wall held up by the hanging ceiling tees. This wobbly scenario resulted in a broken section of glass. The remedy of this design failure is to construct a soffit over the wall and secure the top aluminum mullion. This soffit will close off the ceiling space and stabilize the glass wall at a cost of \$3,200. It is being proposed that this amount be used from the Contingency Fund.

Following discussion, Council Member Fagerlie moved to introduce a resolution to authorize the Mayor and City Administrator to execute the contract with CornerStone of Willmar to construct a soffit over the glass wall between the Gun Range staging room and the training room at the Auditorium in the amount of \$3,200. Council Member Anderson seconded the motion which carried.

Item No. 5 Water Heater and Locker Room Furnace Replacement – Civic Center (Resolution)

Arena Manager Ciernia explained to the Committee that a couple of weeks ago the water heater at the Civic Center failed. Temporary repairs have been made in order to sustain needed hot water for the arena, however, a new unit is required. It was also noted that the Locker Room Furnace is in need of replacement as well. Quotes have been received with Magnuson Sheet Metal as the low bidder for a total of \$18,225. It is

being proposed that unspent 2013 Capital Improvement Funds (CIP) originally budgeted for cedar shake replacement at the Civic Center be reallocated for this water heater and furnace replacement.

Following discussion, Council Member Fagerlie moved to introduce a resolution to reallocate 2013 CIP funds originally budgeted for cedar shake replacement to be used for this water heater and furnace replacement at the Civic Center. Council Member Johnson seconded the motion which carried.

Item No. 6 Old Business (Information)

There was no old business.

Item No. 7 New Business (Information)

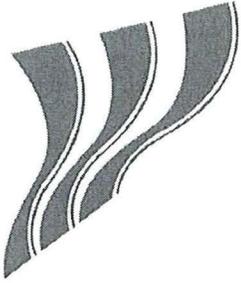
Finance Director Okins reminded the Committee that the League of Minnesota Cities will be conducting a webinar December 9, 2014, at 1 PM, to discuss the State Budget Forecast. Council Members are invited to attend this webinar which will be viewed in Conference Room No. 1 at the City Office Building.

There being no further business to come before the Committee, the meeting was adjourned at 5:05 p.m.

Respectfully submitted,



Carol Cunningham
Accounting Supervisor



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

Agenda Item Number: 3

Meeting Date: December 8, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: December 15, 2014

- Approved Denied
- Amended Tabled
- Other

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of Engan Associates, P.A. Contract Amendment

Recommended Action: Adopt Resolution Amending Engan Associates, P.A. \$44,000 Contract to include bid document print /reproduction costs.

Background/Summary:

Request letter is attached.

Alternatives: N/A

Financial Considerations: \$798.67

Preparer: City Clerk-Treasurer

Signature:

Comments:

**ENGAN
ASSOCIATES, P.A.**

ARCHITECTS
INTERIOR DESIGNERS



November 6, 2014

Kevin Halliday
City of Willmar
333 6th St SW
Willmar, MN 56201

Re: **Willmar City Auditorium, Willmar MN #296.15.**

Dear Kevin,

This letter is a request to add \$798.67 to our contract to pay the cost for printing and reproductions of the bid documents to be used by contractors to bid the project.

The specific statement of providing reproductions of bid documents for contractor to use for bidding was not covered in the contract and is typically a reimbursable service if provided by the architect.

The amount we are asking for is limited to the following.

Specification Manual Pages:	3,612 pages	x	\$0.10	=	\$361.20
Full Size Plan Pages:	308 pages	x	\$1.00	=	\$308.00
CD copies of bid documents:	16 CDs	x	\$5.00	=	\$80.00
Shipping of Bid Documents:				=	\$39.65
Shipping of Addendum:				=	\$9.82

To provide these services by others would have been more expensive and added time to the bidding process.

Plans were sent directly to contractors as well as out to many builders exchanges allowing many bidders to review the documents. The benefit to the City is that there was contact with many bidders, so the pricing that was submitted had a great opportunity to be cost effective.

These services are direct costs that were unknown until the bid process was completed.

Engan Associates PA has provided excellent service during the design, bidding, and construction administration services during this project. These services have been beneficial to the project. The competitive bid system has allowed the City to purchase construction at a lowest cost options.

We would appreciate the approval of the reproduction costs for issuing plans to bidders. This is the only anticipated additional to our contract.

Respectfully,

A handwritten signature in black ink, appearing to read 'Andrew Bjur', written over a horizontal line.

Andrew Bjur, AIA
AB/jjt

EXHIBIT 3

COMPENSATION

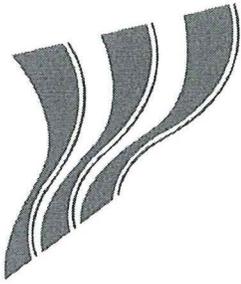
Subject to the limitations set forth in this Exhibit, CITY will compensate CONSULTANT in accordance with the schedule of fees below for the time spent in performance of services under this Contract, provided that under no circumstances shall CONSULTANT's total charges to CITY, including expenses, exceed \$ 44,000.00 ("maximum price"), unless such charges in excess of the maximum price are authorized in writing by the Willmar City Administrator before they are incurred by CITY.

CITY will make periodic payments to CONSULTANT upon billing at intervals not more often than monthly at the rates specified in the schedule of project fees included herein, provided that no bill/invoice submitted to CITY shall exceed a percentage of the maximum price equivalent to the percentage of the scope of services completed by CONSULTANT .

CITY shall be entitled to withhold five percent (5%) of the maximum price until such time as CONSULTANT has fully performed the scope of services detailed in Exhibit 1 to the satisfaction of the CITY'S City Clerk Treasurer.

Schedule of Project Fees

<u>Classification</u>	<u>Total Project Rate</u>
Design Development	\$16,000.00
Construction Documents	\$20,000.00
Bidding and Negotiating	\$2,500.00
Construction Administration	\$5,500.00



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

Agenda Item Number: 4

Meeting Date: December 8, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: December 15, 2014

- Approved Denied
- Amended Tabled
- Other

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of Change Order to the Willmar City Auditorium Remediation Contract with CornerStone of Willmar Inc.

Recommended Action: Introduce a Resolution Authorizing Change Order No. 2 in the Amount of \$3,200

Background/Summary:

During the abatement process it was noticed that the glass wall between the Gun Range staging room and the training room was unsecured mainly due to a design of having the glass wall held up by the hanging ceiling tees. This wobbly scenario resulted in a broken section of glass. The remedy of this design failure is to construct a soffit over the wall and secure the top aluminum mullion. This soffit will close off the ceiling space and stabilize the glass wall at a cost of \$3,200.00.

Alternatives:

Financial Considerations: \$3,200.00

Preparer: City Clerk-Treasurer

Signature:

Comments:

RESOLUTION NO. __

BE IT RESOLVED by the City Council of the City of Willmar that the agreement with CornerStone of Willmar, Inc., of Willmar, Minnesota, for the Willmar Auditorium Renovation project, be amended with Change Order No. 2 as follows:

Construct a soffit over the glass wall and secure the top aluminum mullion, increasing the total project cost by \$3,200.

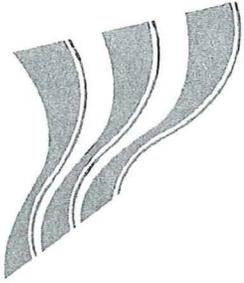
BE IT FURTHER RESOLVED that the Mayor and City Administrator be authorized to execute the necessary documents on behalf of the City for this Change Order No. 2.

Dated this 15th day of December, 2014.

MAYOR

Attest:

CITY CLERK-TREASURER



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 5

Meeting Date: 12/8/2014

Attachments: Yes No

CITY COUNCIL ACTION

Date:

- Approved Denied
 Amended Tabled
 Other

Originating Department: CER-Civic Center

Agenda Item: Water Heater/Locker Room Furnace Replacement

Recommended Action: Approve a transfer of funds from the 2013 Capital Budget to the 2014 CIP Budget to replace the Water Heater and Locker Room Furnace at the Civic Center.

We propose entering into an agreement with Magnuson Sheet Metal in the amount of \$18,225.00 and to use money budgeted in the 2013 CIP allocation to replace the cedar shakes at the Civic Center. We previously allocated \$19,000.00 from the \$60,000.00 budgeted in 2013 leaving about \$40,000 to complete this work. The cedar shake product will need to be revisited upon completion of the facility study.

Approve replacing the water heater at the Civic Center at a cost of \$15,500.00 and the Locker Room Furnace at a cost of \$2,725.00 from Magnuson Sheet Metal, INC. Rebates may reduce the cost by \$400-800.00.

Background/Summary: The water heater at the Civic Center recently went down and it is imperative to get this equipment replaced. The resources to cover this expense were not in the 2014 budget for the Civic Center, thus we are requesting to use unused 2013 Capital dollars to complete this work.

Alternatives: Chappell Central submitted a bid of \$33,136.00.

Financial Considerations: \$15,500.00 + \$2,725.00 Total\$18,225.00

Preparer: Steve Brisendine/Troy Ciernia

Signature: *Steve Brisendine*

Comments:

Magnuson SHEET METAL, INC.

HEATING - AIR CONDITIONING - VENTILATING

Shop Phone (320) 222-HEAT (4328)

132-25th Street SE

Fax (320) 222-COOL (2665)

Willmar, MN 56201

Email: magnusonsheetmetal@gmail.com

PROPOSAL SHEET

Date December 2, 2014

Name: Willmar Civic Center
Address: 2707 Arena Drive
Willmar, MN 56201

Troy Ciernia
tciernia@willmarmn.gov
Ph: 235-1454

RE: Water Heater Replacement

Equipment:

- Lochinvar WHN399 Boiler, 399,000 BTU, 95% Efficient.
- LB31-40DWR Double Wall Plate Heat Exchanger.
- (2) Grundfoss pumps and flanges.
- Necessary piping and trim.

Installation:

- Remove and recycle the existing water heater.
- Mount boiler on the wall.
- Sealed combustion venting up the existing chimney.
- Labor, material, wiring, gas piping and controls included.
- Existing pump for the storage tank will remain.

Price: \$ 15,500.00

Centerpoint Rebates may apply.

Please contact me with any questions. Thank you for the opportunity to make this proposal.

Craig Aurand
Magnuson Sheet Metal
222-HEAT(4328)

Magnuson SHEET METAL, INC.

HEATING - AIR CONDITIONING - VENTILATING

Shop Phone (320) 222-HEAT (4328)

132-25th Street SE

Fax (320) 222-COOL (2665)

Willmar, MN 56201

Email: magnusonsheetmetal@gmail.com

PROPOSAL SHEET

Date December 2, 2014

Name: Willmar Civic Center
Address: 2707 Arena Drive
Willmar, MN 56201

Troy Ciernia
tciernia@willmarmn.gov
Ph: 235-1454

RE: Locker Room Furnace Replacement

Replace failed Furnace

Equipment:

- Bryant 925T Furnace, 100,000 BTU/Hr. , 96% Efficient.

Installation:

- Remove and Recycle the existing Furnace.
- Labor, Material, Wiring, Piping included.

Price: \$ 2,725.00

Centerpoint Gas Rebate: - \$400.00 (sent to you, not in price).

Please contact me with any questions.

Regards,
Craig Aurand
Magnuson Sheet Metal
222-HEAT(4328)



Chappell Central, Inc.

2101 Gorton Ave. NW PO Box 916 Willmar, MN 56201 320-235-2151

Fax: Commercial/Residential 320-235-8992 Manufacturing/Shop 320-235-8995 Office 320-235-5874
December 3, 2014 www.chappellcentral.com

Willmar Civic Ctr Arena
2707 Arena Avenue
Willmar, Mn 56201

Dear TROY:

This proposal is in regard to the replacement of your boiler for hot water heating. The following is a breakdown of the materials we are offering for your consideration for an HVAC system.

EQUIPMENT

Heating

Option1 (this would be the closest direct replacement) 3 week lead time plus factory start up

A. O. Smith Genesis 85% efficient hot water heater, Model GWH-750, 750,000btu's input, 1year parts, labor and 5 year heat exchanger

This appliance comes installed complete with the materials listed below for \$21,906.00.

Option2

(2) AO Smith 100 gallon 399,000btu Model BTR-399 natural draft Commercial water heater, 1 year parts, labor and 3 year tank warranty

This appliance comes installed complete with the materials listed below for \$29,791.00.

- Gas piping for hot water heater
- Electrical work as need to reconnect hot water heater
- Disposal/removal of old water heater
- Boiler venting (galv.) to existing stack
- Copper fittings as needed
- New draft inducer
- Reuse circulation pump
- Freight
- Plumbing permit
- Taxes and installation labor

Option3

(2) Lochinvar 96% efficient Condensing Commercial gas water heater, Model AWN286PM, 285,000btu's,
1 year parts, labor and 5 year heat exchanger warranty

This appliance comes installed complete with the materials listed below for \$34,791.00.

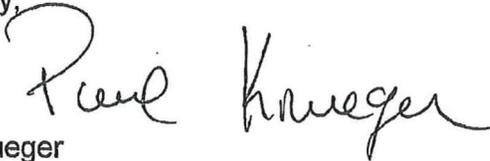
- Gas piping for hot water heaters
- Electrical work as need to connect hot water heaters
- Disposal/removal of old water heater
- Boiler venting (PVC) Thru existing stack and fresh air intake
- Copper fittings as needed
- Reuse circulation pump
- Condensate drains (PVC)
- Freight
- Plumbing permit
- Taxes and installation labor

A rebate from Center Point Energy of up to \$800.00

Thank you for the opportunity to offer this proposal.

Please contact me if I can be of additional assistance or for scheduling this installation.

Sincerely,



Paul Krueger



Chappell Central, Inc.

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

December 3, 2014

Willmar Civic Center Arena
2707 Arena Avenue
Willmar, MN 56201

Dear Troy:

This proposal is in regard to the replacement of the locker room furnace. The following is a breakdown of the equipment and materials we are offering for your consideration.

EQUIPMENT

Heating

Payne/Carrier high efficiency single-stage gas furnace, model PG95SAS60100C. Heating capacity of 100,000 BTU and a seasonal efficiency rating of 95.5% AFUE with a multi-speed PSC blower motor and 4 way multipoise. One year labor, ten year parts and twenty year heat exchanger warranty. This system would be completed for the sum of \$3,345.00, less a \$300.00 rebate from Center Point Energy.

MATERIALS

Gas piping for furnace.
Thermostat (programmable).
Thermostat remote sensor.
Furnace vibration pads.
Furnace venting (PVC) back through roof.
Condensate drain materials.
Sheet metal.
Disposal of old furnace.
Taxes and installation labor.

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

Sincerely,

Paul Krueger

State Budget Forecast Projects \$372 Million Surplus

Although the budget appears to be healthy, the forecast report includes a few notes of caution.

(Published Dec 8, 2014)

The state will end the current fiscal year (FY) 2014-2015 biennium with a surplus of \$372.7 million as well as a \$183.3 million increase in the general fund budget reserve to \$994.3 million, according to the state's November 2014 Budget & Economic Forecast, released Dec. 4 by Minnesota Management & Budget (MMB).

The semi-annual state budget forecast provides budget estimates for the balance of the current fiscal year, and projections for the upcoming FY 2016-2017 biennium. Although this forecast will give the governor and lawmakers an early idea of the parameters of the state budget, the forecast released in February will be the final revenue and expenditure estimates used for the state's budget.

According to the November forecast, for the upcoming FY 2016-2017 biennium, the projected general fund surplus will grow to \$1.037 billion, which is based on revised revenue and expenditure estimates as well as an assumption that the million surplus from the current biennium is carried forward to the FY 2016-2017 biennium.

Points of caution

Although the state general fund budget appears to be healthy, there are a few items to observe with caution in the forecast. First, the surplus is less than 3 percent of biennial state revenues, and unforeseen future economic circumstances could quickly erode the projections.

In addition, the projections for the FY 2016-2017 biennium are based on a slightly weaker economic outlook for Minnesota and the nation, with gross domestic product growth estimates and wage growth projections softer than previous estimates. Finally, the forecast does not include inflation factors in the projections.

Despite these cautions, it is expected that many competing legislative proposals, such as increased K-12 and higher education funding and tax cuts, will be introduced in the 2015 legislative session.

FY 2014-2015 biennium

The November state budget forecast is based on the final FY 2014 revenues and expenditures and updated projections for the remainder of FY 2015, which ends on June 30, 2015. According to the forecast, final state general fund revenue and expenditures for FY 2014, combined with revised forecasts for FY 2015, have increased the projected state general fund balance for the current 2014-2015 biennium from \$32.2 million at the end of the 2014 legislative session to \$556 million. A new state law passed early in the 2014 legislative session directs that one-third, or \$183.4 million of this surplus, be deposited into the state's budget reserve, leaving a \$372.7 million positive budgetary balance for the remaining six months of the FY 2014-2015 biennium.

Revenues and expenditures

Tax revenues for the current biennium are now projected to be \$268.1 million higher than projected in last February's state budget forecast as adjusted for 2014 legislative actions. This increase is due to two main factors:

Stronger individual income tax collections, which are now expected to be \$289.1 million, or 1.5 percent, higher than previously forecast.

Sales tax collections are also slightly higher (up \$46.4 million).

However, corporate franchise tax collections are now expected to be \$72.2 million lower than previously forecast.

Expenditures for FY 2014-2015 are now projected to be \$249.5 million lower than previously forecast with the largest reduction, \$247.6 million, in the broad area of health and human services spending.

FY 2016-2017 biennium

The forecast for FY 2016-2017 is a set of revenue and expenditure projections largely based on current law. Although revenue estimates include projected growth, the expenditure projections, by law, only include changes due to enrollment and caseload changes. They do not include inflationary pressure on spending programs. According to the forecast, inflation would add roughly \$916 million to FY 2016-2017 expenditures.

Contact Gary Carlson

IGR Director

(651) 281-1255 or (800) 925-1122

gcarlson@lmc.org (*Link to: <mailto:gcarlson@lmc.org>*)

Contact Heather Corcoran

IGR Liaison

(651) 281-1256 or (800) 925-1122

hcorcoran@lmc.org (*Link to: <mailto:hcorcoran@lmc.org>*)

PUBLIC WORKS/SAFETY COMMITTEE

MINUTES

The Public Works/Safety Committee of the Willmar City Council met on Tuesday, December 9, 2014, in Conference Room No. 1 at the City Office Building.

Present: Ron Christianson Chair
Audrey Nelsen Vice Chair
Steve Ahmann Member
Bruce DeBlieck Member

Others present: Director of Public Works, Sean Christensen; Chief of Police, Jim Felt; Fire Chief Gary Hendrickson; Marv Calvin; David Little, "West Central Tribune".

Item No. 1 Call to Order

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

Item No. 2 Public Comments

There were no public comments.

Item No. 3 Police and Fire Update

Police Chief Felt noted the jail census for December 9, 2014, was 118; 82 from Kandiyohi County, 28 from the Department of Corrections, 4 from Swift County, and 4 from Big Stone County. The calls for service for the previous two weeks totaled 614. The majority of the calls are for traffic stops, followed by public assists and crashes. The inmates from neighboring counties are due to smaller jails at their facilities or to house women inmates. The new Police canine will be arriving tentatively on Sunday, a month earlier than expected, to Officer Chris Flatten. The Public Works Department set up a kennel for the dog at Officer Flatten's home with pavers donated by Duininck, Inc. A naming contest will take place at Willmar Public School and Community Christian School for students to vote on the dog's name.

Fire Chief Gary Hendrickson noted there have been 275 calls for the year so far compared to 225 at this time last year. The increase of calls is primarily due to unintentional activation of fire alarms and malfunction of commercial building fire alarms along with calls for burnt food.

Item No. 4 Receive Improvement Report and Order Improvement Hearing (Resolution)

Public Works Director Christensen brought forth, for approval, the Engineering Improvement Report for 2015 and ordering the Improvement Hearing for February 17, 2015 at 7:01 p.m. It was questioned if the City is keeping up on crack seal and seal coating to achieve the maximum life out of the street. The Pavement Management Program process needs to be followed to get the streets up to date with maintenance. An exact date is difficult to determine when the street condition will be caught up because of multiple variables such as funding, traffic patterns, utility changes, State Aid, and expectations of the Council and the public. There was discussion about moving the bid process earlier in the year and notifying citizens earlier about the potential projects affecting them. The Council discussed the impact of the reconstruction of Park Avenue and 9th Street NW on the Kandiyohi County Fair next August, and the possibility of turning Woodland Avenue NW over to the Fair Board. The effect of the reconstruction of the Block 50 parking lot downtown was noted, as it is heavily used. The project can potentially be done in phases to accommodate parking and will be discussed with the contractor before construction begins.

A motion was made by Council Member Ahmann and seconded by Council Member DeBlieck to receive the Improvement Report and order the Improvement Hearing. The motion carried.

Item No. 5 Old Business

Council Member Ahmann requested an update on the Stormwater issues, and Public Works Director Christensen stated he is in the process of reviewing the integrated plans and how they may be included in the Capital Improvement Plan. The Council discussed the review of the City's ordinance for snow emergencies, with removal of parked vehicles along City streets to allow plows to clean the streets properly and efficiently.

Item No. 6 New Business

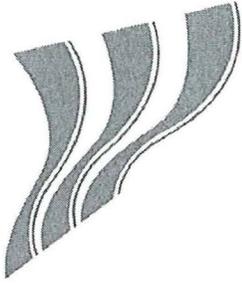
There were no items for new business.

There being no further business to come before the Committee, the meeting was adjourned at 5:24 p.m. by Chair Christianson.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sean E. Christensen', is written over the typed name and title.

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



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4

Meeting Date: December 9, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: December 15, 2014

- Approved Denied
 Amended Tabled
 Other

Originating Department: Engineering

Agenda Item: Receive Improvement Report and Order Improvement Hearing

Recommended Action: Approve the Resolution receiving the Improvement Report and order the Improvement Hearing. Said Hearing to be held by the City Council on February 17, 2015 at 7:01 p.m. in accordance with the requirements of Chapter 429, State of Minnesota Statutes. Authorize the Engineer to prepare plans and specifications for the 2015 Improvements.

Background/Summary: The 2015 Improvements include street and utility construction in several locations throughout the city. The areas were selected based on the 5-year CIP as well as input from Engineering Staff and Municipal Utility Commission Staff. The City Council is required to order the Improvement Hearing explaining the proposed improvements and receive public comment.

Alternatives: 1. Set the Improvement Hearing for 7:01 p.m., February 17, 2015
2. Delay execution until a further date

Financial Considerations: The funding associated with the project includes Special Assessments, Local Funds, and State Aid Funds.

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

Signature: 

Comments:



CITY OF WILLMAR

Preliminary Engineering Report

Preliminary Engineering Report

2015 Improvement Projects

City of Willmar, MN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By:



Sean E. Christensen, P.E.

License No. 51631

Date:

12.4.14

TABLE OF CONTENTS

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II.	PROPOSED IMPROVEMENTS	1
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	B. OVERLAY AREAS	2
III.	ESTIMATED COST SUMMARY	2
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V.	PROJECT SCHEDULE	4
VI.	RECOMMENDATION	5

APPENDICES

Appendix A: Cost Summary

Appendix B: Project Location Map

Appendix C: Project History Data

I. PROJECT INTRODUCTION

This Preliminary Engineering Report has been prepared at the request of the Willmar City Council to discuss street and utility improvements for the 2015 construction season. The project areas were selected based on the 5-year CIP as well as input from Engineering and Municipal Utility Commission Staff. The project areas are identified in Appendix B.

The project scope consists of reconstruction areas and overlay areas. Improvements in the reconstruction areas include surface improvements and the installation and/or replacement of watermain, storm sewer, and sanitary sewer mains. Improvements in overlay areas include placing bituminous surfacing and concrete curb & gutter replacement.

The project areas proposed for construction include:

Reconstruction Areas:

- 7 1/2 Street SW: 19th Avenue SW to Willmar Avenue SW
- Carolina Avenue SW: 11th Street SW to 13th Street SW
- 9th Street NW: Ella Avenue NW to Park Avenue NW
- Park Avenue NW: Woodland Avenue NW to 7th Street NW
- 21st Street SW: 225' South of 22nd Avenue to 19th Avenue

Overlay Areas:

- 23rd Street SW: Trott Avenue SW to 320' North Trott Ave
- Kandiyohi Avenue SW: 7th Street SW to 11th Street SW
- 7th Street SE: Willmar Avenue SE to Waste Water Treatment Plant
- 25th Street SE: 7th Avenue SE to 4th Avenue SE
- Trott Avenue SE: 1st Street to Julii Street SE

II. PROPOSED IMPROVEMENTS

A. RECONSTRUCTION AREAS

Street: The proposed street improvements consist of constructing new urban section streets with bituminous surfacing. The proposed construction methods include removing the existing bituminous street surface to allow for utility installation. Following utility construction the streets will then be excavated to remove unsuitable subgrade material. Surfacing improvements will follow, including the installation of aggregate base, concrete curb and gutter, and bituminous surfacing. All street widths will remain the consistent with the current City of Willmar Standard Specifications.

Storm Sewer: The proposed storm sewer improvements include the construction of new storm sewer networks consisting of manholes, catch basins, and storm sewer pipes. Surface drainage will be collected by catch basins and conveyed through a network of pipes sized to accommodate a 10-year, 24-hour storm event. Catch basins will be installed at strategic locations to adequately and efficiently collect stormwater runoff.

Watermain: The proposed watermain improvements include the replacement of existing mains with new plastic watermains. New valves will also be installed at various locations throughout the project area. Water service pipes will be replaced from the main to the property line where existing water service materials are determined to be deficient. Existing copper water service pipes will be left in place and reconnected to the

watermain. New water services will consist primarily of 1-inch diameter water service pipe. New curb stops will be installed at the right-of-way.

Sanitary Sewer: The existing sanitary sewer mains and services will be replaced with new plastic pipe in selected project areas. New precast concrete manholes will be constructed at street intersections and at other locations throughout the project areas such that manhole spacing will not exceed 400 feet. . The properties within the project area consist of both commercial lots and residential lots. Existing sanitary sewer services will be replaced from the main to 2' behind the existing curb if service materials are determined to be deficient. All existing services will be reconnected to the new sanitary sewer system.

1. 7 ½ Street SW
2. Carolina Avenue SW
3. 9th Street NW
4. Park Avenue NW
5. 21st Street SW

B. OVERLAY AREAS

The improvements within the overlay areas consist of milling and installation of new bituminous surfacing over the existing roadways. The areas adjacent to curb and gutter will be milled to allow the new surfacing to match the existing curb elevation for several of the streets. The entire street width is proposed to be milled along 23rd Street SW and 7th Street SE. The existing manholes and gate valves will be adjusted to match the elevation of the roadway following the improvements.

1. 23rd Street SW
2. Kandiyohi Avenue SW
3. 7th Street SE
4. 25th Street SE
5. Trott Avenue SE

III. ESTIMATED COST SUMMARY

The following table summarizes the estimated project costs based on the improvements proposed. A Cost Summary is included in Appendix A. The costs identified are based on projects similar in nature and are subject to change due to construction items not included and variances in unit prices.

TYPE OF IMPROVEMENT	TOTAL COST
RECONSTRUCTION AREAS	\$2,218,450.00
OVERLAY AREAS	\$487,724.00
OVERLAY AREAS- PATHS	\$142,400.00
MISCELLANEOUS IMPROVEMENTS	\$223,240.00
TOTAL	\$3,071,814.00

IV. FUNDING

Funding for the proposed improvements consists of a variety of sources. These sources include local funds, State Aid Funds, and assessments to benefitting properties.

Project costs including street, storm sewer, watermain, and sanitary sewer will be assessed to the benefitting properties according to the City’s Comprehensive Assessment Policy. A preliminary assessment roll will be prepared to determine individual property assessments. The City must follow the Minnesota State Statute Chapter 429 process to notify property owners and conduct meetings on the proposed assessments.

V. PROJECT SCHEDULE

A summary of the proposed schedule for the project is identified in the table below.

PROPOSED SCHEDULE	
Present Preliminary Engineering Report to Council for Consideration	December 15, 2014
Council Call for Public Hearing for the Project	December 15, 2014
Publish Notice for Hearing	February 7; February 14, 2015
Mail Notice for Hearing	February 6, 2015
Hold Public Hearing for the Project	February 17, 2015
Council Authorize Preparation of Plans and Specifications	February 17, 2015
Present Plans and Specifications to Council for Authorization to Advertise	March 2, 2015
Advertise for Bids	March 17, 2015
Open Bids	April 7, 2015
Declare Costs to be Assessed	April 20, 2015
Call for Assessment Hearing	April 20, 2015

Publish Notice of Assessment Hearing	May 2, 2015
Mail Notice of Assessment Hearing	May 1, 2015
Assessment Hearing	May 18, 2015
Award Contract and Adopt Assessment Roll	May 18, 2015
Begin Construction	June 2015
Construction Substantially Complete	October, 2015
Complete Construction	June, 2016

VI. RECOMMENDATION

Based on the findings presented in this report, the proposed improvements are feasible from an engineering perspective and are practical for meeting the needs of the City. The proposed improvements will benefit adjacent properties and the City of Willmar by improving the existing street and/or utilities within the project areas. It is recommended that the projects be constructed as proposed, and that a Public Hearing be held by the City Council in accordance with the requirements of Chapter 429, State of Minnesota Statutes. Furthermore, it is recommended that if these improvements are determined to be financially feasible, the City Council approve this report and order the preparation of final plans and specifications.

APPENDIX A

Cost Summary

2015 IMPROVEMENT PROJECTS

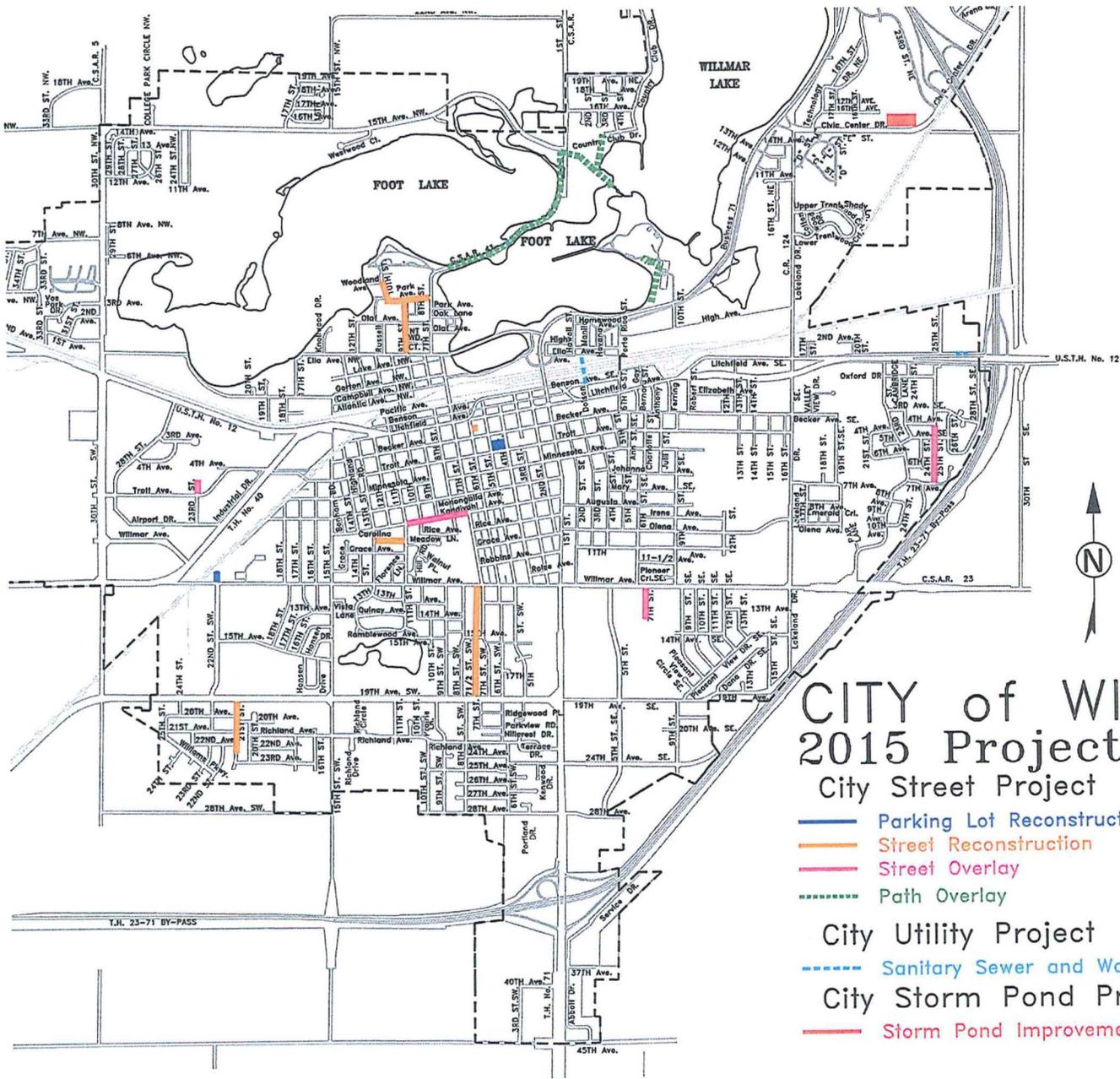
STREET	IMPROVEMENT	LENGTH	TOTAL COST	CITY (\$400,000)	COUNTY	MnDOT	MUC	WTP (\$50,000)	UTILITY (\$400,000)	LOST (\$1,500,000)	STATE AID (\$1,000,000)	LOCAL SHARE (\$72.00/LF) (\$32.00/LF)	CITY SHARE	OTHERS	ASSESSMENTS
Alley Between Auditorium And City Hall (CITY OWNED)	Reconstruction	165	\$22,300.00										\$360.00	\$2,500.00	\$19,440.00
	street		\$19,800.00	\$360.00											
	water						\$-		\$-						
	sewer							\$-	\$-						
	storm		\$2,500.00						\$2,500.00						
	Actual assess footage		270.0									\$19,440.00			
North Swansson Field Green Parking Lot	Reconstruction		\$75,000.00										\$75,0.00	\$-	\$-
	street		\$75,000.00	\$75,000.00					\$-						
	water		\$-				\$-		\$-						
	sewer		\$-					\$-	\$-						
	storm		\$-						\$-						
										\$-					
Block 50 Parking Lot (Bethel Lot)	Reconstruction		\$250,000.00										\$250,000.00	\$-	\$-
	street		\$250,000.00	\$250,000.00					\$-						
	water		\$-				\$-		\$-						
	sewer		\$-					\$-	\$-						
	storm		\$-						\$-						
										\$-					

2015 IMPROVEMENT PROJECTS

STREET	IMPROVEMENT	LENGTH	TOTAL COST	CITY (\$400,000)	COUNTY	MnDOT	MUC	WTP (\$50,000)	UTILITY (\$400,000)	LOST (\$1,500,000)	STATE AID (\$1,000,000)	LOCAL SHARE (\$72.00/LF) (\$32.00/LF)	CITY SHARE	OTHERS	ASSESSMENTS
North 7th Street Path - Fairgrounds to 15th Avenue NW	Overlay	4500											\$60,000.00		
	street		\$60,000.00												
	water						\$		\$						
	sewer							\$	\$						
	storm								\$						
Hedin Park Path - 7th Street NW to Country Club Drive and Robbins Island	Overlay	2500	\$60,000.00										\$60,000.00		\$
	street		\$60,000.00												
	water		\$				\$		\$						
	sewer		\$					\$	\$						
	storm		\$						\$						
Robbins Island Beach Path	Overlay	1400	\$22,400.00										\$22,400.00		\$
	street		\$22,400.00							\$22,400.00					
	water		\$				\$		\$						
	sewer		\$					\$	\$						
	storm		\$						\$						
Benson Avenue to Sperryville Sanitary Sewer Lining	Sanitary Sewer Lining	684	\$75,240.00										\$	\$75,240.00	\$
	street														
	water		\$				\$		\$						
	sewer		\$75,240.00					\$18,810.00	\$56,430.00						
	storm		\$						\$						
Civic Center Storm Pond Improvements	Storm Pond Improvements		\$130,000.00										\$130,000.00	\$	\$
	street		\$	\$					\$						
	water		\$				\$		\$						
	sewer		\$					\$	\$						
	storm		\$	\$130,000.00					\$						
East Th No. 12 MUC Watermain Relocation	Watermain Relocation	265	\$18,000.00										\$	\$18,000.00	\$
	street														
	water		\$18,000.00				\$18,000.00		\$	\$					
	sewer		\$					\$	\$						
	storm		\$						\$						

APPENDIX B

Project Location Map



CITY of WILLMAR 2015 Project Areas

City Street Project

- Parking Lot Reconstruction
- Street Reconstruction
- Street Overlay
- - - - - Path Overlay

City Utility Project

- - - - - Sanitary Sewer and Watermain Improvements

City Storm Pond Project

- Storm Pond Improvements

APPENDIX C

Project History Data

Project History Data

Code	<input type="text" value="2015"/>	Project	<input type="text" value="1501"/>	Priority	<input type="text"/>	Rating	<input type="text" value="60"/>			
Type Of Work	<input type="text" value="Reconstruction/Underground Utilities"/>						St/Ave	<input type="text" value="S"/>		
Street	<input type="text" value="7-1/2 St SW (Haley St)"/>						Quadrant	<input type="text" value="SW"/>		
From	<input type="text" value="19th Ave SW"/>						Requested By	<input type="text"/>		
To	<input type="text" value="Willmar Ave SW"/>									
Length: Miles	<input type="text" value="0.5"/>	Meters	<input type="text" value="2640"/>							
Coordinator	<input type="text" value="City Engineer"/>									
Designer	<input type="text" value="City"/>									
Consultant	<input type="text"/>									
Roadway Lighting	<input type="text"/>			Lighting Cost	<input type="text" value="\$0.00"/>					
Proposed Letting	<input type="text"/>									
Engineers Estimate	<input type="text" value="\$725,000.00"/>		Actual Bid Amount	<input type="text" value="\$0.00"/>						
Orig Year Built	<input type="text" value="1923"/>		ROW Width	<input type="text" value="50"/>						
Year Reconstructed	<input type="text" value="1987"/>		Street Width	<input type="text" value="36"/>						
Year Overlayed	<input type="text" value="0"/>		Functional Class	<input type="text" value="C"/>						
Year Sealcoat	<input type="text" value="0"/>		Type	<input type="text"/>						
Year Crack Sealed	<input type="text" value="0"/>									
Bituminous Depth	<input type="text" value="4"/>		Sidewalk	<input type="text" value="None"/>			Sanitary Sewer	<input type="text" value="1964"/>		
Aggregate Depth	<input type="text" value="6"/>		Curb Gutter Type	<input type="text" value="B-624"/>			Water Main	<input type="text" value="1964"/>		
Overlay Depth	<input type="text"/>		Assessable Footage	<input type="text" value="3621.7"/>			Sanitary Televised	<input type="text"/>		
Tot Bit. Dpth (in)	<input type="text" value="4"/>		Load Limit (Tons)	<input type="text" value="5"/>			Road Design Insp	<input type="text" value="6/25/2010"/>		
							Public Hearing	<input type="text"/>		

Status: Formerly Haley Street
 Transverse cracking common. Some alligator cracking and pavement surface failure. Numerous potholing, but isolated.

** ROW and Street Width from 15th Ave. to 19th Ave. is 55' and 34', respectfully.
 (2007) From 100' North of 15th Ave to 525' South extensive surface decay due to subsurface moisture, unable to patch due to constant standing water. Surface very uneven in this area.
 (2010) Depressed transverse cracking, rough ride from settling/patching, gravel cut at #1503
 (2011) Water main breaks south of 15th Ave in 1989, 1993, 1994, 1994, 2003, 2005, 2009
 (2012) Water main breaks

Project History Data

Code	<input type="text" value="2015"/>			
Project	<input type="text" value="1501"/>	Priority	<input type="text"/>	Rating
				<input type="text" value="20"/>
Type Of Work	<input type="text" value="Reconstruction"/>			St/Ave
				<input type="text" value="A"/>
Street	<input type="text" value="Carolina Ave SW"/>			Quadrant
				<input type="text" value="SW"/>
From	<input type="text" value="13th St SW"/>			Requested By
				<input type="text"/>
To	<input type="text" value="11th St SW"/>			
Length: Miles	<input type="text" value="0.13"/>	Meters	<input type="text" value="686.4"/>	
Coordinator	<input type="text" value="City Engineer"/>			
Designer	<input type="text" value="City"/>			
Consultant	<input type="text"/>			
Roadway Lighting	<input type="text"/>	Lighting Cost	<input type="text" value="\$0.00"/>	
Proposed Letting	<input type="text"/>			
Engineers Estimate	<input type="text" value="\$202,750.00"/>	Actual Bid Amount	<input type="text" value="\$0.00"/>	
Orig Year Built	<input type="text" value="1964"/>	ROW Width	<input type="text" value="50"/>	
Year Reconstructed	<input type="text" value="0"/>	Street Width	<input type="text" value="32"/>	
Year Overlayed	<input type="text" value="0"/>	Functional Class	<input type="text" value="C"/>	
Year Sealcoat	<input type="text" value="1971"/>	Type	<input type="text"/>	
Year Crack Sealed	<input type="text" value="0"/>			
Bituminous Depth	<input type="text" value="1.5"/>	Sidewalk	<input type="text" value="None"/>	Sanitary Sewer
				<input type="text" value="1960"/>
Aggregate Depth	<input type="text" value="6.5"/>	Curb Gutter Type	<input type="text" value="B-624"/>	Water Main
				<input type="text" value="1960"/>
Overlay Depth	<input type="text"/>	Assessable Footage	<input type="text" value="544"/>	Sanitary Televised
				<input type="text"/>
Tot Bit. Dpth (in)	<input type="text" value="1.5"/>	Load Limit (Tons)	<input type="text" value="5"/>	Road Design Insp
				<input type="text" value="6/25/2010"/>
				Public Hearing
				<input type="text"/>

Status: Weathered, worn surface. Advanced block and alligator cracking. Patching has been done in the past.
Holes in water main 1997, 2005

Project History Data

Code	<input type="text" value="2015"/>					
Project	<input type="text" value="1501"/>	Priority	<input type="text" value="39"/>	Rating	<input type="text" value="20"/>	
Type Of Work	<input type="text" value="Reconstruction/Underground Utilities"/>				St/Ave	<input type="text" value="S"/>
Street	<input type="text" value="9th St NW"/>				Quadrant	<input type="text" value="NW"/>
From	<input type="text" value="Ella Ave NW"/>				Requested By	<input type="text"/>
To	<input type="text" value="Park Ave NW"/>					
Length: Miles	<input type="text" value="0.23"/>	Meters	<input type="text" value="1214.4"/>			
Coordinator	<input type="text" value="City Engineer"/>					
Designer	<input type="text" value="City"/>					
Consultant	<input type="text"/>					
Roadway Lighting	<input type="text"/>	Lighting Cost	<input type="text" value="\$0.00"/>			
Proposed Letting	<input type="text"/>					
Engineers Estimate	<input type="text" value="\$334,000.00"/>	Actual Bid Amount	<input type="text" value="\$0.00"/>			
Orig Year Built	<input type="text" value="1963"/>	ROW Width	<input type="text" value="70"/>			
Year Reconstructed	<input type="text" value="0"/>	Street Width	<input type="text" value="42"/>			
Year Overlaid	<input type="text" value="1974"/>	Functional Class	<input type="text" value="C"/>			
Year Sealcoat	<input type="text" value="0"/>	Type	<input type="text"/>			
Year Crack Sealed	<input type="text" value="0"/>					
Bituminous Depth	<input type="text" value="1.5"/>	Sidewalk	<input type="text" value="4'"/>		Sanitary Sewer	<input type="text" value="1940"/>
Aggregate Depth	<input type="text" value="6.5"/>	Curb Gutter Type	<input type="text" value="B-624"/>		Water Main	<input type="text" value="1940"/>
Overlay Depth	<input type="text"/>	Assessable Footage	<input type="text" value="1563"/>		Sanitary Televised	<input type="text" value="11/5/2013"/>
Tot Bit. Dpth (in)	<input type="text" value="1.5"/>	Load Limit (Tons)	<input type="text" value="5"/>		Road Design Insp	<input type="text" value="6/25/2010"/>
					Public Hearing	<input type="text"/>

Status: Surface shows advanced signs of weather and wear. There are large areas of alligator cracking, as well as large areas of patching, which have made the surface uneven and rough. Some potholes exist, there is raveling, and rutting is common. Overall, poor condition.
 Requires surface patching yearly.
 (2008) WMU. Needs water main replacement from Ella Ave to Park Ave (1300' of 4")
 (2011) Frost Boils in 500 block

Project History Data

Code	<input type="text" value="2015"/>					
Project	<input type="text" value="1501"/>	Priority	<input type="text" value="3"/>	Rating	<input type="text" value="40"/>	
Type Of Work	<input type="text" value="Reconstruction/Underground Utilities"/>				St/Ave	<input type="text" value="A"/>
Street	<input type="text" value="Park Ave NW"/>				Quadrant	<input type="text" value="NW"/>
From	<input type="text" value="11th St NW"/>				Requested By	<input type="text"/>
To	<input type="text" value="7th St NW"/>					
Length: Miles	<input type="text" value="0.16"/>	Meters	<input type="text" value="844.8"/>			
Coordinator	<input type="text" value="City Engineer"/>					
Designer	<input type="text" value="City"/>					
Consultant	<input type="text"/>					
Roadway Lighting	<input type="text"/>	Lighting Cost	<input type="text" value="\$0.00"/>			
Proposed Letting	<input type="text"/>					
Engineers Estimate	<input type="text" value="\$377,200.00"/>	Actual Bid Amount	<input type="text" value="\$0.00"/>			
Orig Year Built	<input type="text" value="1963"/>	ROW Width	<input type="text" value="66"/>			
Year Reconstructed	<input type="text" value="0"/>	Street Width	<input type="text" value="38"/>			
Year Overlaid	<input type="text" value="0"/>	Functional Class	<input type="text" value="C"/>			
Year Sealcoat	<input type="text" value="0"/>	Type	<input type="text"/>			
Year Crack Sealed	<input type="text" value="0"/>					
Bituminous Depth	<input type="text" value="1.5"/>	Sidewalk	<input type="text" value="4'"/>	Sanitary Sewer	<input type="text" value="1963"/>	
Aggregate Depth	<input type="text" value="6.5"/>	Curb Gutter Type	<input type="text" value="B-624"/>	Water Main	<input type="text" value="1963"/>	
Overlay Depth	<input type="text"/>	Assessable Footage	<input type="text" value="1226.3"/>	Sanitary Televised	<input type="text" value="11/5/2013"/>	
Tot Bit. Dpth (in)	<input type="text" value="1.5"/>	Load Limit (Tons)	<input type="text" value="5"/>	Road Design Insp	<input type="text" value="7/2/2010"/>	
				Public Hearing	<input type="text"/>	

Status: Pavement surface shows advanced weathering. Rutting and wear is also advanced. Block cracking is common, along with large patches of alligator cracking. Patching has been done along the edge (pavement deterioration and standing water, after rain, at the intersection of Park Ave and 8th St. Patching has made surface uneven. Some areas of subsurface failure. Requires surface patching yearly.
 (2000) Sanitary televised from 10th St to west
 (2008) Recommend Water Main Replacement (500' of 4") 500' of 6"can stay
 (2013) Repaired water main @ #700, Sanitary televised from 10th St to 7th St

Project History Data

Code	<input type="text" value="2015"/>	Project	<input type="text" value="1501"/>	Priority	<input type="text" value="9"/>	Rating	<input type="text" value="45"/>			
Type Of Work	<input type="text" value="Reconstruction"/>							St/Ave	<input type="text" value="S"/>	
Street	<input type="text" value="21st St SW"/>							Quadrant	<input type="text" value="SW"/>	
From	<input type="text" value="160 ft N of 23rd Ave SW"/>							Requested By	<input type="text"/>	
To	<input type="text" value="19th Ave SW"/>									
Length: Miles	<input type="text" value="0.12"/>	Meters	<input type="text" value="633.6"/>							
Coordinator	<input type="text" value="City Engineer"/>									
Designer	<input type="text" value="City"/>									
Consultant	<input type="text"/>									
Roadway Lighting	<input type="text"/>			Lighting Cost	<input type="text" value="\$0.00"/>					
Proposed Letting	<input type="text"/>									
Engineers Estimate	<input type="text" value="\$232,200.00"/>			Actual Bid Amount	<input type="text" value="\$0.00"/>					
Orig Year Built	<input type="text" value="1983"/>			ROW Width	<input type="text" value="70"/>					
Year Reconstructed	<input type="text" value="0"/>			Street Width	<input type="text" value="40"/>					
Year Overlaid	<input type="text" value="0"/>			Functional Class	<input type="text" value="C"/>					
Year Sealcoat	<input type="text" value="0"/>			Type	<input type="text"/>					
Year Crack Sealed	<input type="text" value="0"/>									
Bituminous Depth	<input type="text" value="3"/>			Sidewalk	<input type="text" value="None"/>				Sanitary Sewer	<input type="text" value="1980"/>
Aggregate Depth	<input type="text" value="4"/>			Curb Gutter Type	<input type="text" value="D"/>				Water Main	<input type="text" value="1980"/>
Overlay Depth	<input type="text"/>			Assessable Footage	<input type="text" value="1641.08"/>				Sanitary Televised	<input type="text"/>
Tot Bit. Dpth (in)	<input type="text" value="3"/>			Load Limit (Tons)	<input type="text" value="5"/>				Road Design Insp	<input type="text" value="6/25/2010"/>
									Public Hearing	<input type="text"/>

Status: Extensive alligator cracking. Advanced transverse cracking and block cracks. Several large areas have been repaired.

- (2008) Repair 2 Frost Boils
- (2010) Surface is uneven, large patches from yearly frost boil repairs
- (2011) Repair Frost Boils @ #2005, #2105, Removed Lift Station
- (2014) Eliminated from project list

Project History Data

Code	<input type="text" value="2015"/>					
Project	<input type="text" value="1503"/>	Priority	<input type="text"/>	Rating	<input type="text" value="65"/>	
Type Of Work	<input type="text" value="Overlay"/>				St/Ave	<input type="text" value="S"/>
Street	<input type="text" value="23rd St SW (Enterprise St)"/>				Quadrant	<input type="text" value="SW"/>
From	<input type="text" value="Trott Ave SW"/>				Requested By	<input type="text"/>
To	<input type="text" value="the North end"/>					
Length: Miles	<input type="text" value="0.06"/>	Meters	<input type="text" value="316.8"/>			
Coordinator	<input type="text" value="City Engineer"/>					
Designer	<input type="text" value="City"/>					
Consultant	<input type="text"/>					
Roadway Lighting	<input type="text"/>	Lighting Cost	<input type="text" value="\$0.00"/>			
Proposed Letting	<input type="text"/>					
Engineers Estimate	<input type="text" value="\$22,400.00"/>	Actual Bid Amount	<input type="text" value="\$0.00"/>			
Orig Year Built	<input type="text" value="1966"/>	ROW Width	<input type="text" value="70"/>			
Year Reconstructed	<input type="text" value="0"/>	Street Width	<input type="text" value="44"/>			
Year Overlayed	<input type="text" value="1989"/>	Functional Class	<input type="text" value="C"/>			
Year Sealcoat	<input type="text" value="0"/>	Type	<input type="text"/>			
Year Crack Sealed	<input type="text" value="0"/>					
Bituminous Depth	<input type="text" value="4"/>	Sidewalk	<input type="text" value="None"/>		Sanitary Sewer	<input type="text" value="0"/>
Aggregate Depth	<input type="text" value="15"/>	Curb Gutter Type	<input type="text" value="B-624"/>		Water Main	<input type="text" value="0"/>
Overlay Depth	<input type="text" value="1.5"/>	Assessable Footage	<input type="text" value="651.54"/>		Sanitary Televised	<input type="text"/>
Tot Bit. Dpth (in)	<input type="text" value="5.5"/>	Load Limit (Tons)	<input type="text" value="5"/>		Road Design Insp	<input type="text" value="6/25/2010"/>
					Public Hearing	<input type="text" value="4/7/2014"/>

Status: Advanced transverse and longitudinal cracking some alligator cracking with break ups.
 (2014) Assessment role denied due to resident opposition (9th & 10th Sts) - project 1403 pulled.

Project History Data

Code	<input type="text" value="2015"/>	Project	<input type="text" value="1503"/>	Priority	<input type="text"/>	Rating	<input type="text" value="70"/>		
Type Of Work	<input type="text" value="Overlay"/>						St/Ave	<input type="text" value="A"/>	
Street	<input type="text" value="Kandiyohi Ave SW"/>						Quadrant	<input type="text" value="SW"/>	
From	<input type="text" value="11th St SW"/>						Requested By	<input type="text" value="M"/>	
To	<input type="text" value="7th St SW"/>								
Length: Miles	<input type="text" value="0.28"/>	Meters	<input type="text" value="1478.4"/>						
Coordinator	<input type="text" value="City Engineer"/>								
Designer	<input type="text" value="MSAS # 175-122-10"/>								
Consultant	<input type="text"/>								
Roadway Lighting	<input type="text"/>		Lighting Cost	<input type="text" value="\$0.00"/>					
Proposed Letting	<input type="text"/>								
Engineers Estimate	<input type="text" value="\$127,142.40"/>		Actual Bid Amount	<input type="text" value="\$0.00"/>					
Orig Year Built	<input type="text" value="1948"/>		ROW Width	<input type="text" value="70"/>					
Year Reconstructed	<input type="text" value="1992"/>		Street Width	<input type="text" value="40"/>					
Year Overlayed	<input type="text" value="0"/>		Functional Class	<input type="text" value="MSA"/>					
Year Sealcoat	<input type="text" value="1999"/>		Type	<input type="text"/>					
Year Crack Sealed	<input type="text" value="0"/>								
Bituminous Depth	<input type="text" value="6"/>		Sidewalk	<input type="text" value="None"/>				Sanitary Sewer	<input type="text" value="1937"/>
Aggregate Depth	<input type="text" value="10"/>		Curb Gutter Type	<input type="text" value="B-624"/>				Water Main	<input type="text" value="1992"/>
Overlay Depth	<input type="text"/>		Assessable Footage	<input type="text" value="1270"/>				Sanitary Televised	<input type="text"/>
Tot Bit. Dpth (in)	<input type="text" value="6"/>		Load Limit (Tons)	<input type="text" value="7"/>				Road Design Insp	<input type="text" value="6/25/2010"/>
								Public Hearing	<input type="text"/>

Status: MSAS # 175-122-10
 Minimal transverse cracking. Some longitudinal cracking.
 (2007) Showing some wear. Cracking becoming more prominent. Needs crack sealing.
 (2010) Cracks are widening, some have been patched
 (2012) Councilman Ahmann request - seal coat 7th St to 10th St

Project History Data

Code	<input type="text" value="2015"/>				
Project	<input type="text" value="1503"/>	Priority	<input type="text"/>	Rating	<input type="text" value="65"/>
Type Of Work	<input type="text" value="Overlay"/>				St/Ave
Street	<input type="text" value="7th St SE"/>				<input type="text" value="S"/>
From	<input type="text" value="806' south of Willmar Ave SE"/>				Quadrant
To	<input type="text" value="Willmar Ave SE"/>				<input type="text" value="SE"/>
Length: Miles	<input type="text" value="0.14"/>	Meters	<input type="text" value="806"/>	Requested By	
Coordinator	<input type="text" value="City Engineer"/>				
Designer	<input type="text" value="City"/>				
Consultant	<input type="text"/>				
Roadway Lighting	<input type="text"/>	Lighting Cost	<input type="text" value="\$0.00"/>		
Proposed Letting	<input type="text"/>				
Engineers Estimate	<input type="text" value="\$52,500.00"/>	Actual Bid Amount	<input type="text" value="\$0.00"/>		
Orig Year Built	<input type="text" value="1979"/>	ROW Width	<input type="text" value="50"/>		
Year Reconstructed	<input type="text" value="0"/>	Street Width	<input type="text" value="32"/>		
Year Overlayed	<input type="text" value="0"/>	Functional Class	<input type="text" value="C"/>		
Year Sealcoat	<input type="text" value="0"/>	Type	<input type="text"/>		
Year Crack Sealed	<input type="text" value="0"/>				
Bituminous Depth	<input type="text" value="1.5"/>	Sidewalk	<input type="text" value="None"/>		Sanitary Sewer
Aggregate Depth	<input type="text" value="5"/>	Curb Gutter Type	<input type="text" value="B-624"/>		<input type="text" value="1958"/>
Overlay Depth	<input type="text" value="0"/>	Assessable Footage	<input type="text" value="1463.3"/>		Water Main
Tot Bit. Dpth (in)	<input type="text" value="1.5"/>	Load Limit (Tons)	<input type="text" value="5"/>		<input type="text" value="1959"/>
					Sanitary Televised
					<input type="text"/>
					Road Design Insp
					<input type="text" value="7/21/2010"/>
					Public Hearing
					<input type="text" value="4/7/2014"/>

Status: Transverse and longitudinal cracks are common. Surface shows signs of wear.
 (2012) Water main valve repair @ #1308
 (2014) Assessment role denied due to resident opposition (9th & 10th Sts) - project 1403 pulled.

Project History Data

Code	<input type="text" value="2015"/>				
Project	<input type="text" value="1503"/>	Priority	<input type="text"/>	Rating	<input type="text" value="65"/>
Type Of Work	<input type="text" value="Overlay"/>				St/Ave
Street	<input type="text" value="25th St SE"/>				Quadrant
From	<input type="text" value="7th Ave SE"/>				Requested By
To	<input type="text" value="5th Ave SE"/>				<input type="text" value="M"/>
Length: Miles	<input type="text" value="0.2"/>	Meters	<input type="text" value="1056"/>		
Coordinator	<input type="text" value="City Engineer"/>				
Designer	<input type="text" value="City"/>				
Consultant	<input type="text"/>				
Roadway Lighting	<input type="text"/>	Lighting Cost	<input type="text" value="\$0.00"/>		
Proposed Letting	<input type="text"/>				
Engineers Estimate	<input type="text" value="\$75,081.26"/>	Actual Bid Amount	<input type="text" value="\$0.00"/>		
Orig Year Built	<input type="text" value="1993"/>	ROW Width	<input type="text" value="0"/>		
Year Reconstructed	<input type="text" value="0"/>	Street Width	<input type="text" value="0"/>		
Year Overlaid	<input type="text" value="0"/>	Functional Class	<input type="text" value="C"/>		
Year Sealcoat	<input type="text" value="2003"/>	Type	<input type="text"/>		
Year Crack Sealed	<input type="text" value="2000"/>				
Bituminous Depth	<input type="text" value="0"/>	Sidewalk	<input type="text" value="None"/>	Sanitary Sewer	<input type="text" value="0"/>
Aggregate Depth	<input type="text" value="0"/>	Curb Gutter Type	<input type="text" value="D"/>	Water Main	<input type="text" value="0"/>
Overlay Depth	<input type="text" value="0"/>	Assessable Footage	<input type="text" value="1839.4"/>	Sanitary Televised	<input type="text"/>
Tot Bit. Dpth (in)	<input type="text" value="0"/>	Load Limit (Tons)	<input type="text" value="5"/>	Road Design Insp	<input type="text" value="7/20/2010"/>
				Public Hearing	<input type="text" value="4/7/2014"/>

Status: Transverse and longitudinal cracking are common. Recent crack filling and seal coating makes road surface good but it is a little uneven.
 (2012) Councilman Ahmann request - 4th Ave to # 604 4th Ave - replace street
 (2014) Assessment role denied due to resident opposition (9th & 10th Sts) - project 1403 pulled.

Project History Data

Code	<input type="text" value="2015"/>					
Project	<input type="text" value="1503"/>	Priority	<input type="text" value="9"/>	Rating	<input type="text" value="45"/>	
Type Of Work	<input type="text" value="Overlay"/>				St/Ave	<input type="text" value="S"/>
Street	<input type="text" value="25th St SE"/>				Quadrant	<input type="text" value="SE"/>
From	<input type="text" value="5th Ave SE"/>				Requested By	<input type="text" value="M"/>
To	<input type="text" value="4th Ave SE"/>					
Length: Miles	<input type="text" value="0.08"/>	Meters	<input type="text" value="420.8"/>			
Coordinator	<input type="text" value="City Engineer"/>					
Designer	<input type="text" value="City"/>					
Consultant	<input type="text"/>					
Roadway Lighting	<input type="text"/>	Lighting Cost	<input type="text" value="\$0.00"/>			
Proposed Letting	<input type="text"/>					
Engineers Estimate	<input type="text" value="\$29,918.74"/>	Actual Bid Amount	<input type="text" value="\$0.00"/>			
Orig Year Built	<input type="text" value="1983"/>	ROW Width	<input type="text" value="70"/>			
Year Reconstructed	<input type="text" value="0"/>	Street Width	<input type="text" value="41"/>			
Year Overlaid	<input type="text" value="0"/>	Functional Class	<input type="text" value="C"/>			
Year Sealcoat	<input type="text" value="2003"/>	Type	<input type="text"/>			
Year Crack Sealed	<input type="text" value="2000"/>					
Bituminous Depth	<input type="text" value="3"/>	Sidewalk	<input type="text" value="None"/>		Sanitary Sewer	<input type="text" value="1982"/>
Aggregate Depth	<input type="text" value="4"/>	Curb Gutter Type	<input type="text" value="D"/>		Water Main	<input type="text" value="1982"/>
Overlay Depth	<input type="text"/>	Assessable Footage	<input type="text" value="460"/>		Sanitary Televised	<input type="text"/>
Tot Bit. Dpth (in)	<input type="text" value="3"/>	Load Limit (Tons)	<input type="text" value="5"/>		Road Design Insp	<input type="text" value="7/20/2010"/>
					Public Hearing	<input type="text" value="4/7/2014"/>

Status: Alligator and block cracks are common. Rutting is present.
 North half of road shows sustantial subsurface failure, alligator cracking.
 (2008) Repair Frost Boil
 (2010) Repair 3 Frost Boils @ 401, 405, & int with 5th Ave
 (2011) Frost Boils between 4th & 5th, Large Repair Area
 (2012) Councilman Ahmann request - 4th ave to #604 4th ave - replace street
 (2014) Assessment role denied due to resident opposition (9th & 10th Sts) - project 1403 pulled.

Project History Data

Code	<input type="text" value="2015"/>				
Project	<input type="text" value="1503"/>	Priority	<input type="text"/>		
		Rating	<input type="text" value="80"/>		
Type Of Work	<input type="text" value="Overlay"/>		St/Ave	<input type="text" value="A"/>	
Street	<input type="text" value="Trott Ave SE"/>		Quadrant	<input type="text" value="SE"/>	
From	<input type="text" value="5th St SE"/>		Requested By	<input type="text"/>	
To	<input type="text" value="Julii St SE"/>				
Length: Miles	<input type="text" value="0.2"/>	Meters	<input type="text" value="1056"/>		
Coordinator	<input type="text" value="City Engineer"/>				
Designer	<input type="text" value="City"/>				
Consultant	<input type="text" value="MSAS # 175-104-60"/>				
Roadway Lighting	<input type="text"/>	Lighting Cost	<input type="text" value="\$0.00"/>		
Proposed Letting	<input type="text"/>				
Engineers Estimate	<input type="text" value="\$90,816.00"/>	Actual Bid Amount	<input type="text" value="\$0.00"/>		
Orig Year Built	<input type="text" value="1942"/>	ROW Width	<input type="text" value="70"/>		
Year Reconstructed	<input type="text" value="1995"/>	Street Width	<input type="text" value="38"/>		
Year Overlayed	<input type="text" value="0"/>	Functional Class	<input type="text" value="MSA"/>		
Year Sealcoat	<input type="text" value="2001"/>	Type	<input type="text"/>		
Year Crack Sealed	<input type="text" value="1999"/>				
Bituminous Depth	<input type="text" value="6"/>	Sidewalk	<input type="text" value="None"/>	Sanitary Sewer	<input type="text" value="1995"/>
Aggregate Depth	<input type="text" value="13"/>	Curb Gutter Type	<input type="text" value="B-624"/>	Water Main	<input type="text" value="1995"/>
Overlay Depth	<input type="text"/>	Assessable Footage	<input type="text" value="1624.62"/>	Sanitary Televised	<input type="text"/>
Tot Bit. Dpth (in)	<input type="text" value="6"/>	Load Limit (Tons)	<input type="text" value="7"/>	Road Design Insp	<input type="text" value="8/2/2010"/>
				Public Hearing	<input type="text"/>

Status: MSAS # 175-104-60
 Excellent surface condition. Transverse and longitudinal cracks were sealed in 1999. Minimal wear and weathering.
 Some new transverse & longitudinal cracks appearing.
 (2012) Removed from Project list

Project History Data

Code	<input type="text" value="2015"/>				
Project	<input type="text" value="1503"/>	Priority	<input type="text"/>	Rating	<input type="text" value="80"/>
Type Of Work	<input type="text" value="Overlay"/>				St/Ave
Street	<input type="text" value="Trott Ave SE"/>				<input type="text" value="A"/>
From	<input type="text" value="1st St SE"/>				Quadrant
To	<input type="text" value="5th St SE"/>				<input type="text" value="SE"/>
Length: Miles	<input type="text" value="0.25"/>	Meters	<input type="text" value="1320"/>		
Coordinator	<input type="text" value="City Engineer"/>				
Designer	<input type="text" value="City"/>				
Consultant	<input type="text" value="MSAS # 175-104-50"/>				
Roadway Lighting	<input type="text"/>	Lighting Cost	<input type="text" value="\$0.00"/>		
Proposed Letting	<input type="text"/>				
Engineers Estimate	<input type="text" value="\$113,520.00"/>	Actual Bid Amount	<input type="text" value="\$0.00"/>		
Orig Year Built	<input type="text" value="1942"/>	ROW Width	<input type="text" value="70"/>		
Year Reconstructed	<input type="text" value="1995"/>	Street Width	<input type="text" value="38"/>		
Year Overlaid	<input type="text" value="0"/>	Functional Class	<input type="text" value="MSA"/>		
Year Sealcoat	<input type="text" value="2001"/>	Type	<input type="text"/>		
Year Crack Sealed	<input type="text" value="1999"/>				
Bituminous Depth	<input type="text" value="6"/>	Sidewalk	<input type="text" value="None"/>		Sanitary Sewer
Aggregate Depth	<input type="text" value="13"/>	Curb Gutter Type	<input type="text" value="B-624"/>		<input type="text" value="1995"/>
Overlay Depth	<input type="text"/>	Assessable Footage	<input type="text" value="2030.78"/>		Water Main
Tot Bit. Dpth (in)	<input type="text" value="6"/>	Load Limit (Tons)	<input type="text" value="7"/>		<input type="text" value="1995"/>
					Sanitary Televised
					<input type="text"/>
					Road Design Insp
					<input type="text" value="8/2/2010"/>
					Public Hearing
					<input type="text"/>

Status: MSAS # 175-104-50
 Excellent surface condition. Transverse and longitudinal cracks were sealed in 1999. Minimal wear and weathering.
 Some new transverse & longitudinal cracks appearing.
 (2012) Removed from Project list

Project History Data

Code	<input type="text" value="2015"/>				
Project	<input type="text" value="1501"/>	Priority	<input type="text" value="15"/>	Rating	<input type="text" value="0"/>
Type Of Work	<input type="text" value="Reconstruction"/>			St/Ave	<input type="text" value="O"/>
Street	<input type="text" value="City Parking Lot #4 (Block 50)"/>			Quadrant	<input type="text" value="SW"/>
From	<input type="text" value="5th St & Trott"/>			Requested By	<input type="text"/>
To	<input type="text" value="4th St & Becker"/>				
Length: Miles	<input type="text"/>	Meters	<input type="text"/>		
Coordinator	<input type="text" value="City Engineer"/>				
Designer	<input type="text" value="City"/>				
Consultant	<input type="text"/>				
Roadway Lighting	<input type="text"/>	Lighting Cost	<input type="text" value="\$0.00"/>		
Proposed Letting	<input type="text"/>				
Engineers Estimate	<input type="text" value="\$70,630.52"/>	Actual Bid Amount	<input type="text" value="\$0.00"/>		
Orig Year Built	<input type="text" value="1960"/>	ROW Width	<input type="text" value="0"/>		
Year Reconstructed	<input type="text" value="0"/>	Street Width	<input type="text" value="0"/>		
Year Overlayed	<input type="text" value="0"/>	Functional Class	<input type="text" value="PL"/>		
Year Sealcoat	<input type="text" value="0"/>	Type	<input type="text"/>		
Year Crack Sealed	<input type="text" value="0"/>				
Bituminous Depth	<input type="text" value="0"/>	Sidewalk	<input type="text"/>	Sanitary Sewer	<input type="text" value="0"/>
Aggregate Depth	<input type="text" value="0"/>	Curb Gutter Type	<input type="text" value="None"/>	Water Main	<input type="text" value="0"/>
Overlay Depth	<input type="text" value="0"/>	Assessable Footage	<input type="text" value="0"/>	Sanitary Televised	<input type="text"/>
Tot Bit. Dpth (in)	<input type="text" value="0"/>	Load Limit (Tons)	<input type="text"/>	Road Design Insp	<input type="text"/>
				Public Hearing	<input type="text"/>

Status: South of Bethel
 72,000 sqft , 7,999.2 sqyd, 208 spaces
 Paved - 1962

Project History Data

Code	<input type="text" value="2015"/>				
Project	<input type="text" value="1501"/>	Priority	<input type="text" value="15"/>	Rating	<input type="text" value="0"/>
Type Of Work	<input type="text" value="Reconstruction"/>			St/Ave	<input type="text" value="O"/>
Street	<input type="text" value="City Parking Lot #30 (North Swanson)"/>			Quadrant	<input type="text" value="SW"/>
From	<input type="text" value="Green Field"/>			Requested By	<input type="text"/>
To	<input type="text" value="Willmar Ave"/>				
Length: Miles	<input type="text"/>	Meters	<input type="text"/>		
Coordinator	<input type="text" value="City Engineer"/>				
Designer	<input type="text" value="City"/>				
Consultant	<input type="text"/>				
Roadway Lighting	<input type="text"/>	Lighting Cost	<input type="text" value="\$0.00"/>		
Proposed Letting	<input type="text"/>				
Engineers Estimate	<input type="text" value="\$0.00"/>	Actual Bid Amount	<input type="text" value="\$0.00"/>		
Orig Year Built	<input type="text" value="1975"/>	ROW Width	<input type="text" value="0"/>		
Year Reconstructed	<input type="text" value="0"/>	Street Width	<input type="text" value="0"/>		
Year Overlayed	<input type="text" value="0"/>	Functional Class	<input type="text" value="PL"/>		
Year Sealcoat	<input type="text" value="0"/>	Type	<input type="text"/>		
Year Crack Sealed	<input type="text" value="0"/>				
Bituminous Depth	<input type="text" value="0"/>	Sidewalk	<input type="text"/>	Sanitary Sewer	<input type="text" value="0"/>
Aggregate Depth	<input type="text" value="0"/>	Curb Gutter Type	<input type="text" value="None"/>	Water Main	<input type="text" value="0"/>
Overlay Depth	<input type="text" value="0"/>	Assessable Footage	<input type="text" value="0"/>	Sanitary Televised	<input type="text"/>
Tot Bit. Dpth (in)	<input type="text" value="0"/>	Load Limit (Tons)	<input type="text"/>	Road Design Insp	<input type="text"/>
				Public Hearing	<input type="text"/>

Status: (2008) Lot #30 (Green Field) 15,180 sqft lot, 1,900 sqft drive (17,080 sqft total)

LABOR RELATIONS COMMITTEE

MINUTES

The Labor Relations Committee of the Willmar City Council met on Wednesday, December 10, 2014, in Conference Room No. 1 at the City Office Building.

Present:	Steve Ahmann	.....	Chair
	Jim Dokken	.....	Vice Chair
	Denis Anderson	.....	Member
	Tim Johnson	.....	Member

Others present: City Administrator Charlene Stevens

Item No. 1 Call to Order

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

Item No. 2 Public Comment

There was no one from the public present to comment.

Closed Session Pursuant to Minn. Stat. §13D.03

Council Member Anderson made a motion, seconded by Council Member Christianson to go into closed session pursuant to Minn. Stat. §13D.03 to discuss labor negotiation strategies. The meeting was closed at 4:47 p.m.

The meeting was reopened at 5:20 p.m. on a motion by Council Member Anderson, seconded by Council Member Dokken.

Item No. 3 Consideration of Contract with Law Enforcement Labor Services (LELS) for 2015

Chair Ahmann reviewed the tentative agreement with Law Enforcement Labor Services (LELS) (see attached document), summarizing the agreement for 2015. Chair Ahmann highlighted the annual wage increases of 2.0% and all other conditions remaining the same.

Council Member Anderson made a motion, seconded by Council Member Dokken to approve the contract with LELS for 2015 as described and attached. The motion carried.

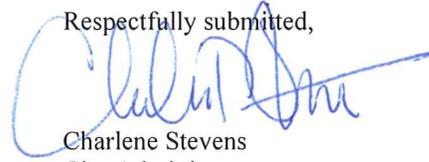
Item No. 4 Old Business

Succession Planning: Chair Ahmann raised the issue of the importance of succession planning in the organization, specifically the transfer of institutional knowledge in the organization. Ms. Stevens explained what the City has done to date to try to prepare individuals for future promotional opportunities and noted in some cases it is difficult to find internal candidates. Council Member Anderson noted that it is important to have a balance of internal promotions and new ideas. Council Member Christianson stated it was important to develop internal candidates.

Appointments to Boards and Committees: Chair Ahmann raised the concern of individuals serving on multiple boards and commissions and potential conflicts of interest. Other members expressed concerns that it can be difficult to find individuals willing to serve. It was agreed to have further discussion after the new Mayor Elect took office in January.

There being no further business, the meeting was adjourned at 5:50 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Charlene Stevens', with a long horizontal flourish extending to the right.

Charlene Stevens
City Administrator

TENTATIVE AGREEMENT
CITY OF WILLMAR
and
LAW ENFORCEMENT LABOR SERVICES, INC.

1. Article 34 – Duration

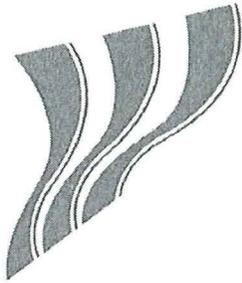
One year agreement – January 1, 2015 through December 31, 2015.

2. Wages - Exhibit A

2.0% general wage increase.

3. Article 18 – Insurance

18.1 Update language per current formula.



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 17

Meeting Date:

Attachments: Yes No

CITY COUNCIL ACTION

Date: December 15, 2014

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

Originating Department: Engineering

Agenda Item: Lease Agreement with Willmar Trap Club

Recommended Action: To approve the lease with the Willmar Trap Club for use of the Trap Shooting Range.

Background/Summary: The previous lease held with the Willmar Trap Club originated on June 1st, 1994 and was scheduled to terminate on October 31, 2014. The lease, drafted by the City attorney and staff with WTC, allows the use of approximately 20 acres of land located in Section 23 of St. John's Township to use as a trap range for a fee of \$100.00 per year. The new lease will be effective till October 31, 2034, stating a \$100.00 per year rent charge and specifying the Willmar Trap Club is responsible for all mowing, garbage removal, range improvements, range management, insurance coverage and lead reclamation and removal activities. The WTC Board approved the lease at the end of November.

Alternatives: Do not renew the lease with the Willmar Trap Club.

Financial Considerations: N/A

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

Signature:

Comments:

**LEASE AGREEMENT BETWEEN THE CITY OF WILLMAR
AND THE WILLMAR TRAP CLUB**

This Agreement is made as of the _____ day of _____, 2014, by and between the City of Willmar, a Minnesota municipal corporation (“City”), and the Willmar Trap Club (“WTC”) (collectively, the City and WTC are referred to herein as the “Parties”), a Minnesota nonprofit corporation.

WHEREAS, the City owns certain real property located in Section 23 of St. Johns Township, Kandiyohi County, Minnesota; and

WHEREAS, the City has formally leased such real property as depicted on Appendix B (the “Premises”) to WTC for the purposes of operating a trap shooting range (“Range”) thereon pursuant to a lease agreement dated June 1, 1994; and,

WHEREAS, the current lease will expire on October 31, 2014; and,

WHEREAS, WTC will to continue to lease the Premises from City and to continue to operate the Range thereon; and

WHEREAS, the City desires to enter into a new lease with WTC that will further the public interest by ensuring public access to the Range and establishing new requirements for the management thereof that will protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, WTC and the City agree as follows:

The City, for and in consideration of the covenants and agreements hereinafter contained to be kept and performed by WTC, does hereby demise and lease to WTC and WTC does hereby hire and take from the City the Premises, owned by the City, together with improvements thereon (hereinafter the Premises), located in St. Johns Township, County of Kandiyohi, state of Minnesota, a legal description of which is attached as Appendix A and incorporated herein by reference, and a depiction of which is attached as Appendix B and incorporated herein by reference.

To have and hold the Premises hereby demised together with the rights, easements, and appurtenances thereto belonging to WRPC, its successors, and its assigns, on the following terms and conditions:

1. **TERM OF AGREEMENT.** This Agreement shall commence on the date of the latest signature affixed hereto and continue in effect until October 31, 2034, and may be renewed on terms mutually agreed upon by the Parties in writing.
2. **CONSIDERATION.** As consideration for this Agreement, WRPC shall pay to the City \$100.00 per year as rent for the use of the Premises on or before June 1 each year, and perform such required maintenance of the Premises as detailed in Paragraph 3 herein and management of the Range as detailed in Paragraph 9 herein, and additionally the City upon the termination of this

Agreement shall compensate at a fair market value WTC for real property improvements the city gains as benefits at contract termination including buildings, power sources, equipment and facilities. In the event of early termination of this Agreement by the City pursuant to Paragraph 17 herein, the City shall refund WTC a proportionate amount of any annual rent paid by WTC for that year and any remaining years of the lease at that time.

3. **REQUIRED MAINTENANCE AND UPKEEP BY WTC.** WTC shall keep the Premises in a neat and clean condition and shall be responsible for the routine maintenance of the Range, including without limitation, performance of the following:
 - a. Mowing;
 - b. Removal of cardboard, paper and any other refuse generated by the Range;

4. **IMPROVEMENTS.** WTC may construct improvements to the Premises and/or the Range thereon, provided that plans for such improvements be approved in advance in writing or e-mail by the City. All such improvements shall be at WTC's expense. No work may begin on any approved project until all necessary building permits and other required approvals are secured. All construction shall conform to state law and the Willmar City Code. WTC agrees that not less than thirty days prior to commencement of any construction, it will provide the City with sufficient proof of required insurance, which must be approved by the City before WTC may commence construction of any approved project.

5. **POSSESSION.** Except as herein provided, the City shall deliver possession of the Premises in the condition required by this Agreement on or before the date hereinabove specified for the commencement of the term, but delivery of possession prior to such commencement date shall not affect the expiration date of this Agreement. The taking of possession of the Premises by WTC shall be conclusive evidence that the Premises are in the agreed condition at the commencement of the lease term.

6. **ACCEPTANCE OF PROPERTY.** WTC acknowledges that it has inspected the Premises and, accepts the Premises in an "as is" condition.

7. **INSURANCE.** WTC shall maintain insurance coverage as follows:
 - a. Workers Compensation coverage in statutorily required amounts and Employees' Liability coverage in limits of \$100,000 per employee, if applicable.
 - b. Comprehensive General Liability coverage in limits of not less than \$1,500,000 per occurrence for personal bodily injury and death, and limits of \$1,500,000 for leased premises damages liability. Such liability insurance shall additionally cover:
 - i. Public liability, including premises and operations coverage;
 - ii. Personal injury;
 - iii. Owned, non-owned and hired vehicles; and
 - iv. Contractual liability covering the indemnity obligations set forth herein.

- c. All policies required herein shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable) and shall apply on a “per occurrence” basis.
 - d. With the exception of the Worker’s Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by WTC under this Agreement,
 - e. All policies listed above shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without 30 days’ prior written notice to the City.
 - f. Certificates evidencing all required coverages in this Paragraph shall be provided to the City prior to the commencement date of this Agreement.
8. **CITY’S ACCESS.** The City, its employees, and its agents shall have the right to enter the buildings and interior structures at all reasonable times with 24 hour notice provided to WTC board of directors for the purpose of inspecting, cleaning, repairing, altering, or improving the premises, except for emergencies. Nothing in this section shall be interpreted as requiring the City to perform any such acts independent of the requirements of the other provisions of this Agreement. The City shall also be permitted to enter the Premises for the purpose of posting notices of non-responsibility for alterations, additions, and repairs.
9. **MANAGEMENT OF RANGE.** During the term of this lease, WTC shall assume all managerial responsibilities and duties with respect to the Premises and the Range thereon, and shall keep the Range open for use by the general public without requirement of becoming a member of WTC and without any charges to non-WTC members in excess of charges to WTC members for shooting of trap. WTC shall not permit shooting at the Range except during times when the Range is open and supervised by the manager of the Range or his/her designated assistant. Further, WTC agrees that only low base shotgun shells of 12-gauge or smaller bore will be used at the Range and that no shot larger than size 7 ½ shall be used at any time. WTC shall strictly enforce these provisions.
10. **HOURS OF OPERATION.** WTC agrees that all shooting will cease by 10:00 p.m. on each date that the Range is open. [4:00 PM through 10:pm]
11. **HAZARDOUS SUBSTANCES; LEAD REMOVAL.** WTC may use or otherwise handle only those hazardous substances typically used or handled in the prudent and safe operation of a trap shooting range. WTC shall refrain from causing or allowing hazardous substances, other than lead, to be spilled, leaked, disposed of, or otherwise released on or under the Premises. WTC may store such hazardous substances on the Premises only in quantities necessary to satisfy WTC’s reasonably anticipated needs. WTC shall comply with all environmental laws and regulations and exercise the highest degree of care in the use, handling and storage of hazardous substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on the Premises.
- a. WTC shall follow established best practices for the management of outdoor shooting ranges as outlined in EPA-902-F-00-001 to minimize and manage lead contamination of the Premises

WTC shall conduct its lead reclamation and removal activities at regular intervals not less frequently than every 1,000,000 targets, ten years or termination of lease, whichever is financially feasible and is current with EPA guidelines of best practices for lead removal. WTC shall continue a record keeping procedure to track the number of rounds fired at the Range, by maintaining log books of rounds fired.

WTC shall be responsible for obtaining permits, licenses or other authorizations from the Minnesota Pollution Control Agency (MPCA) for disposal of hazardous substances, including lead, as applicable. WTC shall be responsible for disposing of all lead removed from the Range consistent with best practices and all applicable laws, regulations, and MPCA permits, licenses or other authorizations, as applicable, and shall keep records documenting the date, time, location and quantities of all lead from the Range that it removes and/or disposes of.

For the purposes of this Paragraph the term hazardous substances is defined to mean any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any applicable environmental law and shall include, without limitation, any lead, petroleum oil and its fractions.

12. **UTILITIES.** WTC shall be responsible for arranging and paying all costs associated with its own utilities and phone services incurred at the Premises.
13. **TAXES.** In the event that the Premises is no longer tax exempt, WTC shall be responsible for paying all assessed value property taxes levied on the Premises, excluding any portions thereof leased by the City for agricultural purposes.
14. **MECHANIC'S LIENS.** WTC hereby covenants and agrees that WTC will not permit or allow any mechanic's or material man's liens to be placed on the City's interest in the Premises during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, WTC shall take all steps necessary to see that it is removed within 30 days of its being filed; provided, however, that WTC may contest any such lien provided WTC first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.
15. **INDEMNIFICATION.** WTC shall indemnify, protect, save, hold harmless and insure 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 WTC or its agents, employees, contractors, or subcontractors with respect to WTC's use of or presence on the Premises or its operation of the Range thereon. WTC shall defend City against the foregoing, or litigation in connection with the foregoing, at WTC's expense, with counsel reasonably acceptable to City. City, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.
16. **DEFAULT.** WTC's failure to comply with any term or condition or fulfill any obligation of this Agreement within 60 days after written notice from the City specifying the nature of the failure

shall constitute a default of this Agreement, except that if such failure is such that it cannot be completely remedied within the 60-day period, then WTC shall not be found in default as long as it begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

17. **TERMINATION.** This Agreement may be immediately terminated by City, for cause, upon the occurrence of a default pursuant to Paragraph 16, upon legal written notice to WTC's board of directors. This Agreement may be terminated by either party for matters of just cause upon 180 days' written notice to the other Party. Upon termination of this Agreement, WTC shall remove all lead from the Premises that exceeds permissible levels under current EPA guidelines at its own expense. Upon termination or non-renewal of this Agreement, the City shall allow WTC to remove its property from the Premises within 180 days after the last effective day of this Agreement. Failure of the WTC to remove its property within 180 days of written notification shall constitute a waiver of their right and the items may then be disposed of at the discretion of the City.
18. **EMERGENCY TERMINATION.** The City may not immediately terminate this Agreement without written notice to WTC as necessary in the case of an emergency involving any human caused or natural event or circumstances causing or threatening loss of life, injury to person or property, human suffering or financial loss, including but not limited to fire, explosion, flood, severe weather, drought, earthquake, spills or releases of oil or hazardous material, contamination, disease, blight, infestation, civil disturbance or riot. In the event of such emergency termination, the City shall provide actual and written notice thereof to WTC board of directors as soon as reasonably possible, and WTC shall have no post-termination obligations under this Agreement.
19. **GENERAL TERMS:**
 - a. **Voluntary and Knowing Action.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
 - b. **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
 - c. **Notices.** The parties' representatives for notification for all purposes are:

CITY:

Sean Christensen
Public Works Director
333 South Sixth Street
Willmar, MN 56201

Phone: 320-235-4913
Email: schristensen@willmarmn.gov

WRPC:

Name: _____
Position: _____
Address: _____

Phone: _____
Email: _____

- d. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other party.
- e. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and WTC.
- f. **No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and WTC, it being understood that the sole relationship created hereby is one of landlord and tenant.
- g. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, WTC agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of WTC and involve transactions relating to this Agreement. WTC agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- h. **Force Majeure.** The parties shall each be excused from performance under this Agreement 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 Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- i. **Compliance with Laws.** WTC shall, at its own expense, abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which WTC is responsible. This Agreement does not authorize any use of the Premises in violation of applicable land use laws and regulations.

- j. **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 Agreement or the proceeds thereof.
- k. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- l. **Data Practices.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- m. **No Waiver.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- n. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- o. **Entire Agreement.** These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- p. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- q. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and WTC arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- r. **Execution.** This Agreement 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 Agreement, 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.

In witness whereof, the parties have caused these presents to be signed as of the date first above mentioned.

CITY OF WILLMAR, MINNESOTA

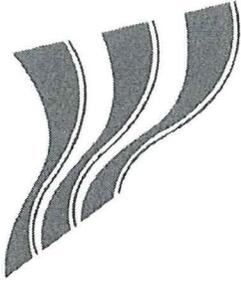
By: _____
Its: Mayor

By: _____
Its: City Administrator

WILLMAR TRAP CLUB

By: _____
Its: President

By: _____
Its: Board Members



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE
ACTION

Agenda Item Number: 18

Meeting Date:

Attachments: X Yes No

CITY COUNCIL ACTION

Date: December 15, 2014

- | | |
|-----------------------------------|---------------------------------|
| <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 new Premise Permit for the Willmar Elks Lodge #952

Recommended Action: Introduce a Resolution to approve the Premise Permit and direct the City Clerk-Treasurer to forward same to the Gambling Control Board

Background/Summary:

The Willmar Elks Lodge #952 is making application to the Gambling Control Board to obtain a Premise Permit for a Gambling License at their new location of 222 SE 20th Street.

The local unit of government must sign the premise's permit application and the City Council must vote on the application. If the premise permit is approved, the resolution of approval is submitted with the application to the Gambling Control Board.

Alternatives: Do not allow gambling at this establishment

Financial Considerations: N/A

Preparer: City Clerk-Treasurer

Signature:

Comments:

LG214 Premises Permit Application**Annual Fee \$150 (NON REFUNDABLE)****Required Attachments to LG214**

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non refundable).
Make check payable to "State of Minnesota."

Mail the application and required attachments to:
 Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

Organization Information

1. Organization name WILLMAR ELKS LODGE #952 License number 00398
2. Chief executive officer (CEO) TIMOTHY HANSON Daytime phone (320) 894-2796
3. Gambling manager STACEY RYAN Daytime phone (320) 295-2032

Gambling Premises Information

4. Current name of site where gambling will be conducted WILLMAR ELKS LODGE
5. List any previous names for this location WINDSTREAM ENTEL
6. Street address where premises is located 222 20TH ST SE, WILLMAR MN 56201
Do not use a P.O. box number or mailing address.

- | | | | | | |
|----|---------|-----------|----------|-----------|----------|
| 7. | City | OR | Township | County | Zip code |
| | WILLMAR | | | KANDIYOHI | 56201 |

8. Does your organization own the building where the gambling will be conducted?

Yes **No** **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.

9. Is any other organization conducting gambling at this site? Yes No Don't know
10. Has your organization previously conducted gambling at this site? Yes No Don't know

Gambling Bank Account Information. Must be in Minnesota.

- | | | | |
|-------------------------|---------------------|-------|----------|
| 11. Bank name | Bank account number | | |
| HERITAGE BANK NA | | | |
| 12. Bank street address | City | State | Zip code |
| 310 1ST ST S | WILLMAR | MN | 56201 |

All Temporary and Permanent Off-site Storage Spaces

- | | | | |
|--|---------|-------|----------|
| 13. Address (Do not use a P.O. box number) | City | State | Zip code |
| 426 LITCHFIELD AVE SW | WILLMAR | MN | 56201 |
| 14. Address (Do not use a P.O. box number) | City | State | Zip code |
| | | MN | |

Acknowledgment by Local Unit of Government: Approval by Resolution

<p>CITY APPROVAL for a gambling premises located within city limits</p>	<p>Local unit of government must sign</p>	<p>COUNTY APPROVAL for a gambling premises located in a township</p>
City name _____		County name _____
Date approved by city council _____		Date approved by county board _____
Resolution number _____		Resolution number _____
Signature of city personnel _____		Signature of county personnel _____
Title _____ Date signed _____		Title _____ Date signed _____
		TOWNSHIP NAME _____
		Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. [A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.]
		Print township name _____
		Signature of township officer _____
		Title _____ Date _____

Acknowledgment and Oath

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than 10 days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is nonrefundable regardless of license approval/denial. |
|---|---|

Signature of Chief Executive Officer (designee may not sign) _____

Date _____

Print name TIMOTHY HANSON

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the

Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public

Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

RESOLUTION NO. _____

REQUESTING THAT THE MINNESOTA GAMBLING
CONTROL BOARD APPROVE THE APPLICATION FOR A
PREMISE PERMIT FOR THE WILLMAR ELKS LODGE #952

WHEREAS, the Willmar Elks Lodge #952 has applied to the Minnesota Gambling Control Board to obtain a Premise Permit for a Gambling License at Willmar Elks Lodge #952, 222 SE 20th Street, Willmar, Minnesota;

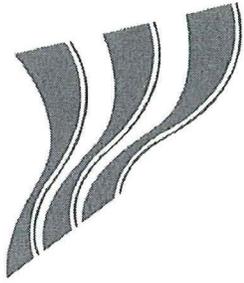
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the City approves of the Premise Permit for the Willmar Elks Lodge #952 and respectfully requests that the State of Minnesota Gambling Control Board approve the Premise Permit to the Willmar Elks Lodge #952.

Dated this 15th day of December, 2014.

Mayor

Attest:

City Clerk-Treasurer



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

Agenda Item Number: 19

Meeting Date:

Attachments: Yes No

CITY COUNCIL ACTION

Date: December 15, 2014

- | | |
|-----------------------------------|---------------------------------|
| <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 On-Sale, Club On-Sale 2015 Sunday Liquor Licenses Renewals

Recommended Action: Motion to Approve the Applications on a Roll Call Vote

Background/Summary:

The following establishments are requesting renewal of their current Sunday Liquor Licenses:

On-Sale

Club On-Sale

Applebee's Neighborhood Grill & Bar

Willmar Frat. Order of Eagles

Austin F. Hanscom Post 167

El Tapatio Mexican Restaurant

Finstad-Week Post 1639

Green Mill Willmar

Grizzly's Grill N' Saloon

Peps Sports Bar

Ruff's Wings & Sports Bar

The Oaks at Eagle Creek

Alternatives: Deny

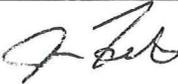
Financial Considerations: \$200 per establishment

Preparer: City Clerk-Treasurer

Signature:

Comments:

INTEROFFICE MEMORANDUM

TO: Chief Jim Felt 

FROM: Detective Dustin Van der Hagen 

DATE: December 09, 2014

SUBJECT: SUNDAY LIQUOR LICENSE RENEWALS

The Willmar Police Department has conducted checks on the following businesses regarding their Sunday liquor license application renewals:

Ronald S. Igarashi, c/o Apple Minnesota LLC, doing business as Applebee's Neighborhood Grill & Bar, 2901 South First Street, Willmar, MN. A check revealed on time and no outstanding utility bills or property taxes for this property. There were 12 calls for police service to this address during the license year. The criminal history on this applicant is clear. There were no alcohol compliance check violations in 2014.

Christopher Dennis Minor, c/o Ringneck Restaurants, Inc., doing business as Grizzly's Grill 'N Saloon, 2207 S First Street, Willmar, MN. A check revealed on time and no outstanding property taxes for this property. A check revealed the utilities were current. There were 15 calls for police service to this address during the license year. The criminal history on this applicant is clear. There was no alcohol compliance check violation in 2014.

Thomas R. Torgerson, c/o TPI Core, Inc., doing business as Green Mill Restaurant, 2100 E Highway 12, Willmar, MN. A check revealed on time and no outstanding utility bills or property taxes for this property. There were 40 calls for police service to this address in the license year. The criminal history on this applicant is clear. There were no alcohol compliance check violations in 2014.

David Baker, c/o Baker's Eatery LLC, doing business as The Oaks at Eagle Creek, 1000 26th Avenue NE, Willmar, MN. A check revealed on time and no outstanding utility bills or property taxes for this property. There were 14 calls for police service to this address during the license year. The criminal history on this applicant is clear. There were no alcohol compliance check violations in 2014.

Ruth A. Otto, c/o American Legion Post 167, 220 19th Avenue SW, Willmar, MN. A check revealed no outstanding utility bills or property taxes for this property. There were 18 calls for police service to this address during the license year. The criminal history on this applicant is clear. There were no alcohol compliance check violations in 2014.

Debra Zeiner, c/o Finstad-Week VFW Post 1639, doing business as Willmar VFW, 1108 E Highway 12, Willmar, MN. A check revealed on time and no outstanding property taxes for this property. A check revealed the utilities were current. There were 23 calls for police service to this address during the license year. The criminal history on this applicant is clear. There was 1 alcohol compliance check violation in 2014.

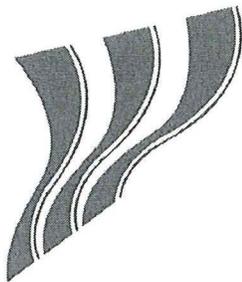
Pamela Hanson, c/o Willmar Aerie 2334, Fraternal Order of Eagles, doing business as The Fraternal Order of Eagles, 136 SW 6th Street, Willmar, MN. A check revealed on time and no outstanding utility bills or property taxes for this property. There were 7 calls for police service to this address during the license year. The criminal history on this applicant is clear. There were no alcohol compliance check violations in 2014.

Stephen J. Peppin, c/o Sophi Jade LLC, doing business as Pep's Sports Bar, 1312 Lakeland Drive SE, Suite B, Willmar, MN. A check revealed on time and no outstanding utility bills or property taxes for this property. There were 53 calls for police service to this address during the license year. The criminal history on this applicant has been reviewed and addressed previously. There were no alcohol compliance check violations in 2014.

Thomas R. Torgerson, c/o TPI Core, Inc., doing business as Ruff's Wings & Sports Bar, 2100 E Highway 12, Willmar, MN. A check revealed on time and no outstanding utility bills or property taxes for this property. There were 0 calls for police service to this address in the license year. The criminal history on this applicant is clear. There were no alcohol compliance check violations in 2014.

Jose R. Gomez, c/o El Tapatio Mexican Restaurant, 1111 S First Street, Willmar, MN. A check revealed no outstanding property taxes for this property. A check revealed the utilities were current for 2014. There were 32 calls for police service to this address during the license year. The criminal history on this applicant is clear. There was 1 alcohol compliance check violation in 2014.

DMV



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

Agenda Item Number: 20
Meeting Date:
Attachments: Yes No

CITY COUNCIL ACTION

Date: December 15, 2014

- Approved Denied
 Amended Tabled
 Other

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of On-Sale 2015 Sunday Liquor License Renewal

Recommended Action: Motion to Approve the Application on a Roll Call Vote Subject to the Approval of the City Clerk-Treasurer

Background/Summary:

The following establishment has requested renewal of their current Sunday Liquor License. In the review, it was discovered that the Real Estate Tax (Special Assessments and Penalties) for 2014 are not paid in full (second half tax remain outstanding plus penalty and special assessment due) and utility payments are past due. With the remaining criteria found to be in conformance with Ordinance 1058 requirements, staff is recommending approval of the application upon payment of the remaining balance due for Kandiyohi County and Willmar Municipal Utilities with proof of payments submitted to the Willmar City Clerk-Treasurer.

On-Sale

Kandi Entertainment Center

Alternatives:

Financial Considerations: \$200 per establishment

Preparer: City Clerk-Treasurer

Signature:

Comments:

Date: December 9, 2014

To: Kevin Halliday
Willmar City Clerk

From: Chief Jim Felt
Willmar Police



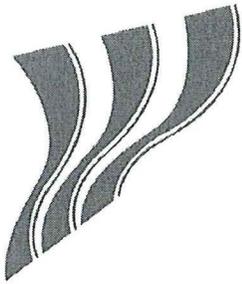
Subject: SUNDAY LIQUOR LICENSE RENEWAL
KANDI ENTERTAINMENT CENTER

The Willmar Police Department received and processed the background check by the Kandi Entertainment Center in Willmar for Sunday liquor license renewal.

In reviewing the Kandi Entertainment Center background check, we found that only the first half taxes were paid and were short the penalties from late payment. Taxes are outstanding for the second half of the year for this property.

Utilities were also found to be delinquent and in addition showed five late payments in 2014.

I would recommend that the city council only approve the license renewal for the Kandi Entertainment Center if taxes and fees, along with outstanding utility payments, are satisfied to date.



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

Agenda Item Number: 21

Meeting Date:

Attachments: Yes No

CITY COUNCIL ACTION

Date: December 15, 2014

- | | |
|-----------------------------------|---------------------------------|
| <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 Civic Center Arena Special Event by On-Sale Liquor License Holder Permit

Recommended Action: Motion for Approval on a Role Call Vote

Background/Summary:

The Civic Center has rented space to the Willmar Curling Club who will hold a 3 day Curling Bonspiel. On January 9, 10 and 11, 2015, the Willmar Curling Club has plans to serve alcohol. A Civic Center Arena Special Event Permit is required to distribute or consume alcohol on the Civic Center grounds. Kandi Entertainment Center Inc. dba Kandi Entertainment Center has applied for this permit with on-site employee listed as Keith Pattison.

Alternatives: Deny Permit and Hold a Non-Alcoholic Event

Financial Considerations: \$100 Application Fee

Preparer: City Clerk-Treasurer

Signature:

Comments: Pending Approval of the Community Education & Recreation Board on December 12, 2014

Date: December 11, 2014

To: Kevin Halliday
Willmar City Clerk

From: Chief Jim Felt 
Willmar Police

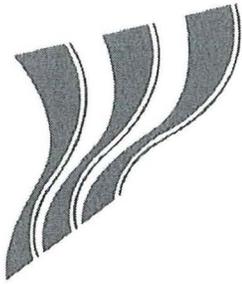
Subject: SPECIAL EVENT PERMIT APPLICATION – January 9 to 11, 2015
KANDI ENTERTAINMENT CENTER

The Willmar Police Department received and processed the background check by the Kandi Entertainment Center in Willmar for a special event on-sale liquor permit at the Willmar Civic Center taking place from January 9 to 11, 2015.

In reviewing the Kandi Entertainment Center background check, we found the Kandi Entertainment Center is delinquent on 2014 property taxes.

Utilities were also found to delinquent including a history of several late payments.

I would recommend that the city council only approve the special event permit of the Kandi Entertainment Center (for the January 9 to 11, 2015 request) if taxes and fees, along with outstanding utility payments and fees are satisfied to date.



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

Agenda Item Number: 22

Meeting Date:

Attachments: Yes No

CITY COUNCIL ACTION

Date: November 15, 2014

- Approved Denied
- Amended Tabled
- Other

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of Club On-Sale Liquor License

Recommended Action: Approve the Club On-Sale Liquor License through the year ending April 25, 2015

Background/Summary:

On December 9, 2014, Police Chief Jim Felt recommended application approval to BPOE Lodge 952 dba Willmar Elks Lodge to hold a Club On-Sale Liquor License located at 222 SE 20th Street. The Willmar Elks Lodge currently is located at 426 Litchfield Avenue SW and must obtain a new license due to the change in their location. The Willmar Police Department has completed a background check, criminal history check, driving record check. Mr. William Andrew Schindele will be listed as the Resident Manager for this establishment.

Alternatives: Deny

Financial Considerations: \$300 Investigation Fee

Preparer: City Clerk-Treasurer

Signature:

Comments:

MEMORANDUM

TO: Police Chief Jim Felt



FROM: Det. Dustin Van der Hagen

DATE: December 9, 2014

SUBJECT: WILLMAR ELKS LODGE #952 LIQUOR LICENSE APPLICATION

On December 9, 2014, I reviewed the Intoxicating Liquor License Application applied for by William Andrew Schindele DOB: [REDACTED] on behalf of the Willmar Elks Lodge, #952 at the address of 222 20th Street SE in Willmar.

William Schindele's criminal history came back clear.

The listed on-site manager will be William Andrew Schindele, who resides at 508 SW 10th Street, Willmar.

A check of the property taxes and utilities showed that they were current and paid on time.

Please see the attached Certificate of Liability Insurance, diagram and business references for further details.

DMV:sae

Attachments