

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

March 16, 2015  
7:00 p.m.

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

Also present were City Administrator Charlene Stevens, City Clerk Kevin Halliday, Police Chief Jim Felt, Finance Director Steve Okins, Fire Chief Gary Hendrickson, Community Education and Recreation Director Steve Brisendine, Planning and Development Director, Bruce Peterson, Public Works Director Sean Christensen, City Attorney Robert Scott, Police Captain Michael Anderson and Police Sergeant Vincent King.

Mayor Calvin stated No. 5. J. of the Consent Items will be placed on a future agenda for discussion with Windstream and Charter. Council Member Ahmann requested the addition of negotiations between City Attorney Robert Scott and an attorney representing City Administrator Charlene Stevens. Council Member Fagerlie asked for the addition of a fundraiser for Willmar Downtown Development.

Council Member Fagerlie offered a motion adopting the Consent Agenda as amended which included the following: City Council Minutes of March 2, Municipal Utilities Commission Minutes of March 9, Application for Exempt Permit – Pheasants Forever (June), Application for Exempt Permit – Pheasants Forever (September), Planning Commission Minutes of March 11, Building Inspection Report of February, 2015, Willmar Community and Activity Center Council Minutes of February 13, CER Joint Powers Board Minutes of February 27, 2015. Council Member Anderson seconded the motion, which carried.

Mayor Calvin announced that they have made every attempt possible to accommodate the large crowd in attendance so that those who came to speak during the Open Forum would be able to. In an attempt to move the meeting along, he asked that only those who had new comments not heard before would come forward. Support in favor of the comments made will be asked by a show of hands.

Mayor Calvin acknowledged Donovan Kuehl, 712 SW 24<sup>th</sup> Avenue, who wished to speak at Open Forum. He came forward to address the Indoor Range and the rates that were brought before the Finance Committee and approved by the Council noting that these rates were approved without any input from the Willmar Rifle and Pistol Club or the public. Since that meeting, they club has met with staff and the consensus was that the increase in public rates was quite substantial and \$5 per half hour would be a reasonable fee. The instructor rate, which is proposed to increase from \$27 per hour to \$75, seems high as there are only one or two instructors who would be willing to come back at that rate. He requested consideration of a smaller increase and after one year, review the expenses to see if an increase is needed.

Jonathon Dahl, 1501 SW 7<sup>th</sup> Street, stated that it has been a great privilege to know and work with Charlene Stevens and her family. Her work as City Administrator is outstanding in his opinion. She brings talent, intelligence, wisdom, great ethic, compassion and caring and wants to move Willmar ahead. He believes in the work she is doing, and if we lose her, Willmar is much worse off. He wanted to voice his support and he believes 110% in Charlene.

Chris Newcomer, 3406 Eagle Ridge Drive West, expressed her and her husband's support for Ms. Stevens. They think she is doing a very good job. They feel very fortunate to have her as the leader for their City. She voiced her concern about what effects the Council's actions may have on the future of the

community and truly hope they are listening and have respect for people who are so proud to call Charlene Stevens their City Administrator.

The next speaker for Open Forum was Kathy Schwantes, 1503 Country Club Drive NE, who addressed all present to show support for City Administrator Stevens. She brought forth a petition which read "I, the undersigned, support City Administrator Charlene Stevens and the exemplary job she is doing for our community." The petition then went on to suggest that people contact their City Council Members. The petition was signed by almost 100 people representing a cross-section of the community. Ms. Schwantes urged the Council to listen to the unprecedented outpour of support for Charlene and step outside and see all those who support her but were unable to get into the building. This petition was presented to the Clerk for the record.

Kelly Gardner, 245 SW 19<sup>th</sup> Avenue, expressed her support for City Administrator Charlene Stevens and concerns for any legal ramifications if there were to be a law suit against the City.

Rachel and John Skretvedt, 1504 NE 2<sup>nd</sup> Street, spoke in support of Charlene Stevens as City Administrator. As new residents of Willmar, they expressed interests for more youth opportunities and park improvements. Rachel is a member of the CER Joint Powers Board and has worked with Ms. Stevens in various groups in the community that are moving Willmar forward. John stated his is deeply troubled by the news of her resignation and the concerned for the leadership of the Council.

Carol Myers, 1400 Willmar Avenue SE, expressed her support for the City Administrator and commented on her respect by her peers. She asked the Council to be open in their decision making.

Beverly Dougherty, 1010 SW 14<sup>th</sup> Street, spoke at the Open Forum stating she was appalled by the treatment of Charlene Stevens.

Christine Lindgren, 1105 Florence Lane SW, commented on Charlene's professionalism and of the loss to the community if she decided to leave.

Melissa VanBuren-Sorenson, 1225 SW 16<sup>th</sup> Street, spoke in support of Charlene and her work with Vision 2040, Leadership 2040, and WeLEAD. She finds Charlene professional, forward thinking and community minded. She urged the Council to move the community forward.

Amy Engle, 813 SW 18<sup>th</sup> Street, expressed support for Charlene Stevens.

Sue Quist, 1451 Hansen Drive SW, came forward, but not to show support for City Administrator Charlene Stevens, but as she stated to "shed some light." First and most important are the citizens of Willmar, noting the City Charter was established by the citizens to empower the City Council. The Council is elected by the citizens of Willmar and democracy says majority rules. She feels the Council is making the right decision.

Doug Reese, 941 Mary Avenue SE, finds Charlene Stevens to be very visionary and recalls when the City Council conducted interviews and the consensus was that a second interview was not necessary. He spoke in high support of Charlene Stevens.

Warren Haugen, 306 Becker Avenue SW, local businessman and 100% in support of Charlene.

Joe Ridler, 1912 SW 20<sup>th</sup> Avenue, raised his questions in relation to storm water. He stated the Storm Water Task Force addressed some issues and concerns with water discharge going out of Ditch 23-A and noted the culverts are currently half full. He expressed his concern about the E.coli fecal count in Lake Wakanda and stated the SWTF asked for testing in case there is some leach of our water system in the City and questioned what actions have been done? Mr. Ridler also stated he was appalled at letters written in the "West Central Tribune" always putting the City down, never talking about positive things.

Nancy Johnson, 240 NE 60<sup>th</sup> Avenue, volunteers in Willmar and has witnessed Charlene in her leadership role, which has been exemplary and an asset to the City. She expressed her support of Ms. Stevens.

Bob Haines, 1909 Country Club Drive NE, strongly opposed any action to terminate City Administrator Charlene Stevens. He questioned what good outcome could come from such action for the City of Willmar and requested the Council not move forward with such action.

George Hulstrand, 201 SW 4<sup>th</sup> Street, quoting Helen Skye "wait and don't move too fast." Asked the Council to take a step back and reconsider any action. He stated people have contacted him asking "what is wrong with the City of Willmar?"

Scott Johnson, 3326 Eagle Ridge Drive West, thanked the City staff and street sweeper for coming through this week. Didn't come to say anything pro or con against City staff. Likes his City Council and loves his City. He is tired of the "West Central Tribune" bad mouthing the City. He thanked the Council and stated he trusted them and this is why they were voted in. He stated he was behind them 100% on any decision.

Dion Warne, 1058 NW 75<sup>th</sup> Street, Pennock, expressed although he is not a resident of the City, he spent nine years on the Willmar School Board. He stated his reason for being there is his family and partners own property in Willmar and have a vested interest. In all his dealings with Charlene, she has been professional, knowledgeable and she has the best interests of Willmar at heart and passionate about Willmar. He supports Charlene and thought she had done a fine job in the time she has been here.

Pat Solheid, 4739 NE 141<sup>st</sup> Avenue NE, Spicer, expressed her support for City Administrator Charlene Stevens. She has spent a considerable amount of time working with Charlene on a variety of committees, stating Charlene is professional, competent and an excellent representative of the City of Willmar.

Wayne Nelson, 1505 Hansen Drive SW, asked those in the Council Chambers in support of Charlene Stevens to stand up so show their support and stated there are an additional 65 people standing outside who were not able to come in due to fire code issues. Others are driving by honking in support. As part of the record he presented five pages of signatures of supporters. He stated a number of critical community projects have begun under Charlene's tenure that offer great promise for the community. Those projects need her.

Richard O. Arne, 525 SW 6<sup>th</sup> Street, voiced that when Charlene Stevens was hired, the contract that was entered into with her likely spelled out her duties and responsibilities. When this all started did the City, the Mayor, ever sit down with her and analyze what objections they had about her stating he felt it's important to talk to an employee when there is a problem.

Jessica Rohloff, 3501 SE 15<sup>th</sup> Avenue, stated through her experience with the League of MN Voters, a moderator from outside was brought in for the City Council forum and that moderator expressed great concern for the City and expressed that one of the League's priorities should be to help facilitate some type of process for the City Council to work better together. The citizens' concerns didn't always match up with what was being addressed in the answers. Personally at times she has felt disrespected by some members of the City Council. She questioned the environment under which the City Administrator has had to work urging them to take a step back and see how the Council was being perceived and try to work together.

Mayor Calvin closed the Open Forum after hearing from all citizens who signed in.

Council Member Christianson asked City Attorney Robert Scott to explain to the public why they are not allowed to make comments on the situation. City Attorney Robert Scott addressed the Mayor, Council and members of the public, stating he has advised the Mayor and Council not to make public comments about the situation. The reason for that is to protect the City from disclosing any data that is defined as private personnel data as defined in the Data Practices Act. Beyond that he urged them to save any comments they may have for tonight's meeting in order to comply with the Open Meeting Law.

Council Member Johnson made a motion to approve the Separation Agreement as negotiated by the parties and their respective attorneys. Council Member Christianson seconded the motion.

City Attorney Robert Scott then addressed the Council with introductory comments for the discussion. He stated the summary of the terms of the separation agreement that had been emailed to them pertain to the agreement they had before them, which is an agreement in which the City Administrator does voluntarily resign her employment. If this agreement does not pass, the City Administrator will willingly continue her employment. He urged them to be cautious in discussing the terms and be wary of disclosing private personnel data which would include any data about the City Administrator's performance.

Council Member Anderson questioned why this separation agreement has been brought before the Council as there were no performance issues. He asked that someone explain to him and the public why we are where we are. He thanked the public for the unprecedented outpouring. He stated the Council needs to listen to the residents and that he is absolutely dumbfounded.

Council Member Plowman spoke of being the "new guy at the seat and it being in a very hot seat at this time." In his campaigning efforts he promised to offer well-informed decisions and he is fearful he is not well informed enough to make a knowledgeable decision. Doing so would be a disservice and he asked for facts, data or specifics so he can make a well-informed decision on behalf of his constituents.

Council Member Ahmann thanked the public noting it's not often that many people from the public are in attendance.

Mayor Calvin relinquished his seat to the Mayor Pro Tempore at this time. Mayor Pro Tempore Christianson then reminded the Council of what the Parliamentary Procedure Standard Code states on debate of motion and members conduct during debate. Council Member Christianson read the code stating debate must be directed to the proposition, not the proposer.

Mayor Calvin thanked those in attendance and read a statement whereby he specified he met with Ms. Stevens on Wednesday after considerable consult with the City Attorney in an attempt not to have Ms. Stevens blindsided. Three weeks prior he stated he had heard there might be a discussion of the employment of Ms. Stevens by the Council. At this point Mayor Pro Tempore found Mayor Calvin's comments to be out of order and not relevant to the motion on the floor of approving the separation agreement. Mayor Calvin could not continue. Mayor Calvin took the gavel back and assumed his duties as Mayor.

Mayor Calvin recognized City Administrator Charlene Stevens allowing her to speak. She clarified that the agreement before them was prepared upon request from the City. She had no choice but to protect herself and her family in this process. It is her preference to continue to work for the City of Willmar.

Council Member Anderson felt the public needs to know what is in the agreement and what it will cost, which is in excess of over \$100,000. Mayor Calvin stated he was advised by legal counsel that what is in the document is privileged to the Council until all the signatures are executed as defined by private personnel data. At this point City Attorney Robert Scott explained the document terms can be discussed by the terms of the Open Meeting Law if deemed necessary. One of the terms of the agreement is a release of all claims by both parties.

Council Member Nelsen felt there was no business reason to do this or some sort of performance issue. Why was this document drawn up and who authorized the attorneys to negotiate an agreement? How did we get here and the community is asking these questions. She urged someone to help everyone understand.

Mayor Calvin made an attempt to clarify the reasoning again stating he was contacted three weeks ago about a concern in regard to the Council Retreat and was made aware there may be a vote in the near

future to terminate the contract of the City Administrator. This was discussed with the City Attorney and following his lead, it was agreed he could meet with the City Administrator in regards to that.

Council Member Nelsen questioned how this was not in violation of the Open Meeting Law. Mayor Calvin assured Ms. Nelsen he did not violate the law and did what he felt was due diligence. He can only speak with four council members, and that is what he did.

Council Member Anderson spoke on openness and transparency and stated there is some type of closed loop here. Why? Feels like this is a railroad job and he is disgusted

Council Member Nelsen asked why this is the right thing to do. This separation agreement will cost the City of Willmar in excess of \$150,000 and we are looking for money to fix streets, parks and City buildings. This is not necessary and the Council needs to look forward and find a way to get along. The community is speaking loud and clear.

Council Member Plowman asked if there is a possibility there is information on record that we legally unable to discuss that may have bearing on the issue on hand. City Attorney Robert Scott stated he is not aware of any information that exists that you are not able to discuss tonight. Mayor Calvin stated the only items they were cautioned not to talk about are performance reviews, but to his knowledge these would have no effect on this item.

Council Member Johnson commented that this is a difficult situation but there is a difference between employment relationships and social relationships.

The motion was read again and passed by simple motion. Council Member Plowman asked for division of the votes essentially meaning a roll call vote. The motion passed on a roll call vote of Ayes 5, Noes 3 with Council Members Nelsen, Anderson and Plowman casting the "no" votes.

Mayor Calvin called a recess to the meeting at 8:30 p.m. At 8:39 p.m. the Council reconvened.

The Finance Committee Report for March 9, 2015 was presented to the Mayor and Council by Council Member Anderson. There were five items for consideration.

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

Item No. 2 Mike Schramm and Bill Fenske, of Rice Hospital, presented the committee with the 12/31/14 Financial Report which reflects a year-to-date net loss of \$1,664,533. The Hospital's 01/31/15 Financial Report was also presented which reflects a year-to-date net income of \$552,839. It was noted that both December and January were positive months in terms of actual financial performance generating a gain on operations. Discussion included efforts to recruit more specialized physicians for the hospital, particularly orthopedists. This matter was received for information.

Item No. 3 Willmar Municipal Utilities (MUC) Finance Director Tim Hunstad presented to the Committee the 2014 Financial Report which reflects year-to-date net earnings of \$861,732. Discussion included electricity transmission revenue and costs, the MUC's strong cash reserves, and future capital expenditure requirements. This matter was for information only.

Item No. 4 Staff reviewed with the Committee the proposed Fire Protection Contract with Willmar Township. The state-wide formula used to calculate the amount due from the Township is based on information from the previous year, which includes operating costs of the Fire Department, depreciation of the fire station and equipment, the number of firefighter hours used and market values of the area covered in Willmar Township. It was noted that the amount of the contract is down substantially from last year due to the reduced number of fire calls.

The Committee was recommending the Council authorize the Mayor and the City Administrator to execute the agreement as presented in the amount of \$20,245.64.

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

Resolution No. 1

WHEREAS Willmar Township annually contracts with the City of Willmar Fire Department for fire protection services; and

WHEREAS it is the established practice of the City of Willmar to use a statewide formula to calculate the Township cost sharing proposal;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar that the Mayor and City Administrator be authorized to execute the fire protection agreement with Willmar Township for the period 04/01/15 - 03/31/16 in the amount of \$20,245.64.

Dated this 16th day of March, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No. 5 Chair Anderson informed the Committee that the Payment In Lieu Of Taxes Agreements with Rice Hospital and Willmar Municipal Utilities expired 12/31/14. He noted that the Finance Committee Chair, City staff and representatives from both entities will be conferring to develop new agreements for 2015. This was received by the Council for information only.

The Finance Committee Report for March 9, 2015, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Member Anderson, seconded by Council Member Christianson, and carried.

The Public Works/Safety Committee Report for March 10, 2015 was presented to the Mayor and Council by Council Member Christianson. There were six items for consideration.

Item No. 1 There were no public comments.

Item No. 2 Police Chief Jim Felt noted the jail census for March 10, 2015 was 150; 72 inmates from the Department of Corrections, 76 inmates from Kandiyohi County, 1 inmate from Stearns County, and 1 inmate from Swift County. The calls for service for the previous two weeks totaled 655. The majority of the calls was for traffic stops, followed by public assists and abandoned vehicles. There have been a total of 3,030 calls for service in 2015 so far. It was discussed there are no foot patrol Officers unless designated for a short period of their shift. The process of towing abandoned vehicles was also discussed. This was received for information only.

Item No. 3 Staff presented a recommendation to construct an entrance sign at the Airport. Quotes were solicited, with one quote received from Quick Signs of Willmar. The quote details a double lighted sign with brick and block construction on a base pad to be provided by the Public Works Department. The total cost of the sign is quoted at \$15,417.00. The Committee questioned if the sign would include L.E.D. lighting, if there would be footings dug for the concrete pad, and the possibility of adding in the Willmar logo or advertising at a later date.

The Committee was recommending the Council approve the construction of an entrance sign at the Airport by Quick Signs of Willmar in the amount of \$16,217.00.

Resolution No. 2 was introduced by Council Member Christianson, seconded by Council Member Dokken, reviewed by Mayor Calvin, 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, a Municipal Corporation of the State of Minnesota, that the quote of Quick Signs of Willmar, Minnesota for the construction of the Willmar Municipal Airport sign is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the contractor for the terms and consideration of the contract in the amount of \$16,217.00.

Dated this 16th day of March, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Item No.4 Staff presented, for information purposes, the February report of the Willmar Municipal Airport Operations. The report details the operations and traffic through the facility, as compiled by the Airport Operations Supervisor. It was noted the Governor flew into the airport on Friday, March 6<sup>th</sup> and the Airport did a great job preparing for his arrival. The Council received this for information only.

Item No. 5 Staff brought forth, for information purposes, the Public Works Department update. With the warmer weather upon us, the ice rinks have been discontinued for the season and Public Works staff has transitioned to spring cleanup. The aerators have been turned off on Willmar and Foot Lakes. The Council received the Public Works update for information only.

Item No.6 The Snow Emergency Ordinance was discussed for improvement on City efficiencies. The possibilities of a stop or yield sign in the intersections of 9<sup>th</sup> Street SW and Becker Avenue and Monongalia Avenue were discussed. The Committee requested the salt and sand usage for this winter season and overtime paid for snow removal. Road restrictions were discussed, with the effective date of March 11<sup>th</sup>. The Committee discussed preventing traffic driving in Robbin’s Island on the grass as the snow melts. The request for a grand opening ceremony for the Auditorium was noted, with the request to be given to the Project Manager. This was received for information only.

The Public Works/Safety Committee Report for March 10, 2015, was approved as presented and ordered placed on file in the City Clerk’s Office upon motion by Council Member Christianson, seconded by Council Member Anderson, and carried.

City Clerk Kevin Halliday presented for consideration a Civic Center Arena Special Event by On-Sale Liquor License. The Civic Center has rented spaced to the West Central Builders Association who will hold a two-day show on March 28-29, 2015. On March 28<sup>th</sup>, the West Central Builders Association plans to offer free alcohol to their members after closing hours and all the patrons have gone home. The Baker’s Eagle Creek Eatery LLC has applied for this permit with on-site employee listed as Jenna Chapin. The request has been approved by the CER Joint Powers Board in February. Staff is recommending approval. A motion to approve the Special Event by On-Sale Liquor License at the Civic Center as presented was made by Council Member Anderson. Council Member Christianson seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Clerk Kevin Halliday then presented for consideration the On-Sale, On-Sale Club, On-Sale Wine, On-Sale 3.2% Intoxicating Malt and Off-Sale Liquor License Renewals. The term of the licenses is from

April 25, 2015 to April 25, 2016. The Council reviewed the list of establishments for each license type. It was staff's recommendation to approve and submit to the State of Minnesota. A motion was made by Council Member Fagerlie to approve the renewals. Council Member Johnson seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Announcements for Council Committee meeting dates were as follows: Finance, 4:45 p.m. at City Hall, March 23; Public Works/Safety, 4:45 p.m. at City Hall, March 24; Labor Relations, 4:45 p.m. at City Hall, March 25, and Community Development, 4:45 p.m. at City Hall, March 26, 2015.

Council Member Fagerlie announced a fundraiser for the Willmar Downtown Development on March 26<sup>th</sup> called Hidden Treasures Downtown 2<sup>nd</sup> Floor Dinner Tour. Tickets can be purchased at the Goodness Coffee House or online at willmardowntowndevelopment.com. Proceeds go to supporting the Historic 313 Hub Renovation Project.

There being no further business to come before the Council, the meeting adjourned at 8:54 p.m. upon motion by Council Member Ahmann and second by Council Member Christianson.

Attest:

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MAYOR

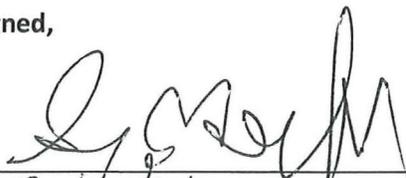
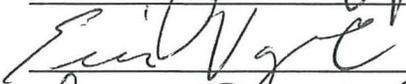
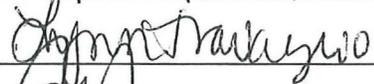
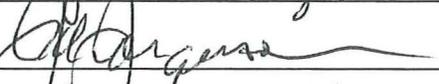
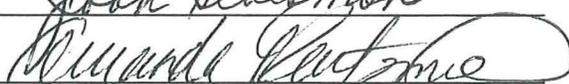
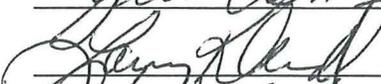
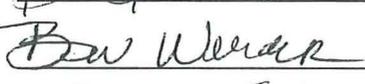
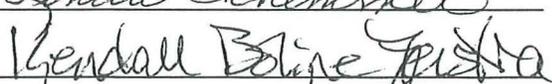
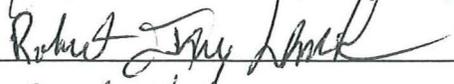
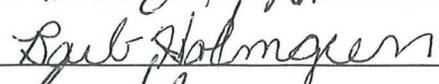
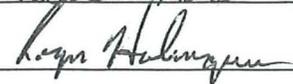
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SECRETARY TO THE COUNCIL

Mr. Mayor and Members of the Council, I came to the Council Chambers tonight to express my support for our City Administrator Charlene Stevens. However, due to a lack of seating room, I am unable to be present. I wish for my voice to be heard.

I support Charlene Stevens and thank her for all she does for our community.

Signed,

Printed (legibly)

  
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 Chad Roschick  
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 Steve Pirsch  
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 Suzanne Wilson  
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 Joan Glaesman  
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GEORGE HUESTON JR.  
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 Eric Vogel  
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 Chad Roschick  
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 Steve Pirsch  
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 Lynn Travaglio  
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 Joe Jorgenson  
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 Suzanne Wilson  
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 Joan Glaesman  
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 Amanda Raetzman  
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~~Julie Asmus~~ Jean Clark  
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 Linda Schemmel  
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 Kendall Boline Feestra  
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 Robert Jay Lawton  
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 Barbara Holmgren  
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 Roger Holmgren  
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Signed,

Printed (legibly)

Lahelle Mahler Koenig  
Jerry Koenig  
Nancy Johnson  
Liz VanDerBilt  
Jacque Jensen  
Sandra East  
Andrea Etterman  
Howard Carlson  
Linda Bredehoeft  
Mark Bredehoeft  
Maki Thorkelson  
Pat Foley  
Wendy Wifert  
Joey Wifert  
Nancy Skalla  
Sandra East  
Dore East  
Mary Sawatzky  
Doug Sawatzky  
Ken Skalla

LaNell Mahler Koenig  
Jerry Koenig  
Nancy E Johnson  
Liz VanDerBilt  
Jacque Jensen  
Sandy Schow  
Andrea Etterman  
Howard Carlson  
Linda Bredehoeft  
Mark Bredehoeft  
MAKI THORKELOSON  
PATRICK FOLEY  
Wendy Wifert  
Joey Wifert  
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Ken SKALLA

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Printed (legibly)

Rebecca West  
~~Patricia A. Solheid~~  
WILLMAR  
DION WATSON  
Charles O. Miller  
Ralph. Guterson  
~~Eric E. Weiberg~~  
Josiah D. Olson  
JAN DAHL  
Nancy Geiger  
Patricia Hagen  
Ronald K. Hagen  
Douglas A. Fenster  
JOE GATEWOOD  
Lynn Gatewood  
John Haines  
Marlys D. Walter  
Jamin S. Johnson  
Tori Leitch  
ANGELA J HOUM.

Rebecca West  
Patricia A. Solheid  
WILLMAR  
DION WATSON  
Charles O. Miller  
Rolf A. Peterson  
Eric E. Weiberg  
Josiah D. Olson  
JAN DAHL  
Nancy Geiger  
Patricia Hagen  
Ronald K HAGEN  
Douglas A. Fenster  
JOE GATEWOOD  
Lynn Gatewood  
John Haines  
Marlys D. Walter  
Jamin S. Johnson  
Tori Leitch  
ANGELA J HOUM.

Kathryn Voss  
Gary Geiger  
John H Barnes  
Donald Cole  
Sharon Groen  
Brant Green  
Dana Rucker  
Chris Peterson  
Ritch Myler  
Lyle Mangen  
Paul Oswald  
Dana Rucker  
Annelle Benson  
Jill James

Kathryn Voss  
Gary Geiger  
John H Barnes  
GLENN LEMM  
Donald Cole  
Sharon Groen  
Brant Green  
Dana Rucker  
Chris Peterson  
Ritch Myler  
Lyle Mangen  
Paul Oswald  
Dana Rucker  
Tim Daniels  
Annelle Benson  
Jill James

Mary Hussong  
Loren Schultz  
Keith Voss  
Corinne Dahl  
Kevin Dahl  
~~Rick~~  
Mike Miller  
Claudia Miller  
Fran Hussong  
John M. Gilbertson  
Dianne M. O. Parker  
Jeremy W. Parker  
A. Fehlich

Mary Hussong  
LOREN SCHULTZ  
Keith Voss  
Corinne Dahl  
Kevin Dahl  
Rick Norsten  
Mike Miller  
Claudia Miller  
Fran Hussong  
John Gilbertson  
Dianne M. O. Parker  
Jeremy W. Parker  
Ann-Kathrin Fehlich

Rice Memorial Hospital  
Board of Directors

March 18, 2015

**PRESENT:** Dr. Douglas Allen, Vice President; Dr. Michael Gardner, Treasurer; Eric Weiberg, Secretary; and Directors Andrea Carruthers and Jon Saunders

**EXCUSED:** David Anfinson, President; Director Dr. Lachlan Smith

**ADMINISTRATIVE STAFF:** Michael Schramm, Chief Executive Officer; Bill Fenske, Wendy Ulferts, Sandy Roelofs and Dr. Fred Hund, Chief of Staff

**GUESTS:** Audrey Nelsen, Shirley Carter, Carnie Alex, and Dr. Stan Vanderwerf

**Call to Order/Minutes:** Vice President Allen called the meeting to order at 5:31 pm. **ACTION:** A motion was made by Director Gardner, seconded by Director Carruthers and carried to approve the Rice Memorial Hospital Board meeting minutes from February 18, 2015; as well as the January 31, 2015 Financial Statements, the March 12, 2015 Finance Committee meeting minutes; the December 18, 2014 Rice Health Foundation Board meeting minutes, and the February 24, 2015 Medical Staff Executive and Credentials Committee meeting minutes.

**Medical Staff Report:** A) Dr. Fred Hund reviewed the Executive Committee and Credentials Committee summary reports from February 24, 2015 in regard to the following: 1) Dr. Bhatti will be leaving in approximately one month and as a result, coverage has been arranged for three days a week from CentraCare, which will include performing ERCP procedures. The equipment for this procedure has been located at the Willmar Surgery Center and will now be relocated back to the Hospital and once again available for inpatients. **ACTION:** A motion was made by Director Gardner, seconded by Director Carruthers and carried that the Medical Staff appointments for the month of February, 2015 be approved as presented and recommended: **INITIAL APPLICATIONS:** **Active Staff:** Laamy Tiadjeri, M.D. – Obstetrics & Gynecology/Department of Obstetrics & Gynecology. Affiliated Community Medical Center, Willmar, MN. **Locum Tenens Staff:** Adedapo Oduye, M.D. – Emergency Medicine/Department of Emergency Medicine. D & Y Staffing, Huntsville, AL. Patrick Schweiger, M.D. – Hospitalist/Department of Internal Medicine. The Best Hospitalists, PA, Allen, TX. Temporary privileges previously granted for start date: 12/31/2014. Musa Suleiman, M.D. – Hospitalist/Department of Internal Medicine. Eagle Hospital Physicians, Atlanta, GA. Temporary privileges previously granted for start date: 1/19/2015. **Allied Health Staff:** Sean Stafford, RN – Surgical Assistant/Department of Surgery. Affiliated Community Medical Center, Willmar. Responsible Physician: Michael Lee, M.D. Temporary privileges previously granted for start date: 12/1/2014. Lori Waldera, FNP – Nurse Practitioner/Department of Emergency Services. Rice Memorial Hospital, Willmar, MN. Responsible Physician: Ken Flowe, M.D. Temporary privileges previously granted for start date: 12/25/2014. **Temporary Privileges for Non-Staff Physician:** Nicole Brouyette, D.P.M. – Podiatry Resident/Department of Surgery. Heartland Orthopedic Specialists, Alexandria, MN. Privileges to assist preceptor Russell Sticha, D.P.M. Expected dates: February 4 – 27, 2015. **Updated Nurse Practitioner Privileges (forms revised--no changes in requests):** Jennifer Freitag, CNP – Nurse Practitioner/Department of Internal Medicine. Affiliated Community Medical Center, Willmar, MN. Responsible Physician: Kendall Bos, M.D. Suzanne Keuseman, APRN-BC, CWOCN – Wound Ostomy Clinical Nurse Specialist-PICC Line Insertion Specialist. Rice Memorial Hospital, Willmar, MN. Responsible Physician: Ken Flowe, M.D. Jolene Schlegel, FNP – Nurse Practitioner/Department of Family Practice. Family Practice Medical Center, Willmar, MN. Responsible Physician: Mary Amon, M.D. Tanya Smith, GNP-BC – Nurse Practitioner/Department of Emergency Medicine. Affiliated Community Medical Center, Willmar, MN. Responsible Physician: Kenneth Flowe, M.D. Aimee TeBrake, CCNS – Clinical Nurse Specialist/Department of Family Medicine. Family Practice Medical Center, Willmar, MN. Responsible Physician: Rachel Tollefsrud, M.D. **REAPPOINTMENT APPLICATIONS:** **Active Staff:** Robert Boyd, D.O. – Internal Medicine/Department of Internal Medicine. Affiliated Community Medical Center, Willmar, MN. Amy Ellingson, M.D. – Allergy & Immunology/Department of Internal Medicine. Allergy & Asthma Clinic, Willmar, MN. Cindy Firkins Smith, M.D. – Dermatology/Department of Internal Medicine. Affiliated Community Medical Center, Willmar, MN. **Affiliate Staff:** Richard Backes, M.D. – Cardiology/Department of Internal Medicine. CentraCare Clinic, St. Cloud, MN.

**Quality Report – Failure Mode Effects Analysis (FMEA):** A) Carnie Alex and Dr. Steve Vanderwerf presented information to the Board on work done in late 2014 – early 2015 in regard to the Morgue FMEA project. Information reviewed included: 1) What is FMEA? 2) Why use FMEA? a) To evaluate a new process. b) To improve an existing process such as: i) hand hygiene. ii) Drug Diversion. iii) Medication Allergies. iv) Morgue. 3) Who was involved in this process: a) Staff from Registration, Lab, Nursing Services Technician (NST), Pathology, and Pharmacy as well as a local Funeral Home Director. 4) The morgue FMEA has several steps and variations in the process. 5) The FMEA evaluation and the Hazard analysis were completed. Actions and outcomes were then identified. 6) Dr. Vanderwerf, Rice Hospital Pathologist/Kandiyohi County Coroner, reviewed the Coroner qualifications as well as work/responsibilities. 7) FMEA Actions: a) Coroner education and develop orientation. b) Checklist revision recommendations and follow-up. c) Central phone number for morgue calls. d) Change badge access to morgue. e) NST education/review coverage.

**CEO Report – Mike Schramm:**

- A) Survey Visit Update: 1) We have submitted our corrective action plans as a result of the Hospital's Joint Commission survey held in December. 2) Rice also received a State validation survey visit in early February but we have not yet received a report of findings from the State. 3) Rice Care Center also had a follow-up survey visit from the Minnesota Department of Health and did receive a favorable response from the State as a result.
- B) Legislative Update: We are currently in the process of setting up meetings with Representative Baker and Senator Koenen in order to review a number of healthcare bills/issues that are being discussed. Mental health, staffing, violence in the workplace, telemedicine and long term care are all areas where legislation has been introduced. Rice Hospital does have a task force in place that is working on an organizational-wide plan to prevent violence in the workplace.
- C) Willmar Medical Services (WMS): 1) Willmar Regional Cancer Center: Amy Mugge has been hired as the new Manger of the Cancer Center. 2) Surgery Center: A meeting was held recently in order to review and discuss the Consultant's report and future direction of the Ambulatory Surgical Center (ASC). Goals were reviewed and discussed for both APMC and Rice Hospital in an effort to continue to provide quality surgical services in our community and determine a plan for the future ASC. 3) Imaging Center: The WMS Board has approved the purchase of a new PET/CT Scanner in 2015. Work continues on plans to institute the Scanner into space at Rice. PET/CT Scanning and Nuclear Medicine are both part of a phase 4 remodeling plan for the imaging space at the Hospital. 4) Anesthesia Services: Work also continues on a plan to transition the CRNA's to WMS effective January 1, 2016. 5) Discussions also continue on performance across all service lines in WMS and we will continue to review and discuss ways in which to improve our overall performance in the future.
- D) Recruitment: Recruitment efforts continue in the areas of Psychiatry, Hospitalists, Orthopedics, General Surgery, OB/GYN, and Neurology. Both APMC and FPMC continue to actively recruit for Primary Care physicians.
- E) Facility Planning: Construction continues on the mental health bed expansion. The acuity adaptable room project will begin sometime in April. Work continues on the Rice Rehab Center project with the plan to bring further information/details of the project to the Board for review and discussion at the April meeting.
- F) The Hospital's Telestroke program, in partnership with CentraCare Health, was recently instituted and has had two patients diagnosed and treated since the program began. Rice is using telemedicine in order to provide Medical Oncology services to Granite Falls and Benson. We have also utilized telemedicine in other areas such as in our Wound, Ostomy & Continence (WOC) program/services.
- G) Representatives from Rice recently attended a meeting at CentraCare Health in regard to forming a Clinically Integrated Network. As a result, this would provide Rice with new opportunities to pursue/consider in the future.
- H) Financial Report: Rice Hospital's volumes and activity continue to be fairly strong and steady across the organization. February's revenue and volumes were strong but we did see a similar payer mix as we did in January.
- I) Swift County Benson Hospital (SCBH): Kurt Waldbillig has been hired as the new Chief Executive Officer for the SCBH and will begin his duties there effective March 23, 2015. He is replacing CEO Frank Lawatsch who retired on March 17, 2015. The SCBH CEO is an employee of Rice Hospital through its management contract with them.

**New Business:**

- A. Rice Health Foundation (RHF): Shirley Carter reviewed the proposed RHF Board nomination for the Hospital Board's discussion/approval. **ACTION: A motion was made by Director Gardner, seconded by Director Carruthers and carried that Keri Johnson be approved for appointment to the Rice Health Foundation Board of Directors as recommended.** Keri Johnson is replacing Barb Abrams on the RHF Board who resigned this past Fall. The Foundation Board currently has 13 members, but their Bylaws allow for up to 15 members.

**Other:**

- A. Finance Committee: It was announced that the Board's April Finance Committee meeting will be held prior to the April Hospital Board Meeting, at 5:00 pm on April 15 in the Hospital Board Room.
- B. City Council Report: Council Member Audrey Nelsen stated that she recently met with CEO Mike Schramm in regard to the Hospital's payment in lieu of taxes agreement with the City of Willmar. The agreement expires on December 31, 2015.

**Adjournment:** There being no further business, the meeting was adjourned at 6:41 pm.

Submitted by:

Eric E. Weiberg  
Secretary

**WILLMAR MUNICIPAL UTILITIES MINUTES**  
**MUNICIPAL UTILITIES AUDITORIUM**  
**MARCH 23, 2015**

The Municipal Utilities Commission met in its regular meeting on Monday, March 23, 2015 at 11:45 a.m. in the Municipal Utilities Auditorium with the following Commissioners present: Matt Schrupp, Dan Holtz, Carol Laumer, Jeff Nagel, Joe Gimse, Justin Mattern, and Abdirizak (Zack) Mahboub.

Others present at the meeting were: General Manager Wesley Hompe, Director of Operations John Harren, Director of Finance Tim Hunstad, Power Production Supervisor Jon Folkedahl, Power Supply Manager Chris Carlson, Customer Service Supervisor Stacy Stien, Administrative Secretary Beth Mattheisen, Water/Heating Supervisor Joel Braegelman, Energy Services Rep Dave Opsahl, City Attorney Robert Scott (via teleconference), City Councilman Jim Dokken, West Central Tribune Journalist David Little, and Consultant Vincent Hart of Carollo Engineers, Inc.

Commissioner Schrupp opened the meeting by requesting a resolution to approve the Consent Agenda. Following review and discussion, Commissioner Gimse offered a resolution to approve the Consent Agenda with a minor correction to the presented minutes. Commissioner Holtz seconded.

**RESOLUTION NO. 13**

“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 March 9, 2015 Commission meeting; and,
- ❖ Bills represented by vouchers No. 142901 to No. 142995 inclusive in the amount of \$2,523,884.76 with a MISO credit in the amount of \$33,216.61

Dated this 23<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

At this time, Vincent Hart of Carollo Engineers, Inc., presented the Commission with a Water Systems Improvements Report. Carollo Engineers is an environmental consulting firm that specializes in the planning, design and construction of water and wastewater facilities. Carollo assists in navigating through complex water projects in the most cost-effective manner while protecting both the public health and environment, and meeting all regulatory requirements. In 2012, WMU authorized Carollo to perform consulting services for a Water Plant Life Extension Project. Following months of water testing and analyses performed through pilot plants at WMU's treatment facilities, a final report was compiled with recommendations for the future plans for WMU's water treatment plants. Hart informed the Commission of the current status of Willmar's water system with recommendations for the path to follow to sustain and improve Willmar's future water supply. Hart noted that due to the proactive diligence of WMU's Water Department personnel, Willmar has been able to meet all regulatory standards, but as the challenges increase with time, this will prove to be increasingly more difficult to

achieve with the current system as is. Illustrations were presented for both short and long-term phases for the water system project. Implementation of gradual stages of the project is being recommended to assist in containing costs which would be reflected on to the citizens of Willmar. Following considerable discussion, Commissioner Laumer offered a resolution to approve the agreement for engineering services with Carollo Engineers to perform the water system improvements as approved as a continuation of the Water Plant Life Extension Project. Individual payments will to be established in each of the Task Order for Services Agreements which will become a portion of this agreement. Commissioner Gimse seconded.

**RESOLUTION NO. 14**

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Agreement for Professional Services with Carollo Engineers, Inc., to furnish engineering services as needed to perform the water system improvements required to continue the Water Plant Life Extension Project be approved with payment to be established for individual Task Order for Service Agreements which will become a supplement of this Service Agreement.”

Dated this 23<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

Following the approval of the Service Agreement with Carollo Engineers (Resolution No. 14), Commissioner Holtz offered a resolution to approve Task Order No. 1 for the Southwest Water Treatment Plant Manganese Greensand Replacement. The scope for this portion of the project will consist of designing the removal and replacement of the existing manganese greensand and media at the SW Treatment Plant. The total cost for engineering services for Task Order No. 1 would be in an amount not to exceed \$75,793. Commissioner Mattern seconded.

**RESOLUTION NO. 15**

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the agreement with Carollo Engineers, Inc., to provide engineering services for Task Order No. 1 for the Southwest Water Treatment Plant Manganese Greensand Replacement in an amount not to exceed \$75,793 be approved.”

Dated this 23<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

Director of Operations Harren reviewed with the Commission three personnel policies being recommended for approval. Harren noted that of the policies under consideration, two were pre-existing policies (FMLA and Workers' Compensation) with one newly created policy (PDO Donation). Following a review by the WMU Labor Committee, the policies were next forwarded to Willmar's Labor Attorney Frank Madden, and subsequently on to the League of Minnesota Cities for their review and comments. Following review and discussion of each individual policy, Commissioner Nagel offered a resolution to approve the three personnel policies to be included in the WMU Personnel Policy Manual as presented. Commissioner Laumer seconded.

**RESOLUTION NO. 16**

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the FMLA Policy, the Workers' Compensation Policy, and the PDO Donation Policy all be approved as presented with inclusion of these policies in the WMU Personnel Policy Manual."

Dated this 23<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

Director of Operations Harren requested the Commission to approve revisions to WMU's current Distributed Generation Policy. This policy outlines the process and technical requirements involved to interconnect a generation system with the Willmar Municipal Utilities' Distribution System. The revisions proposed include generation interconnection application fees and the inclusion of the section entitled "*Uniform Statewide Contract for Cogeneration and Small Power Production Facilities*". Following discussion, Commissioner Holtz offered a resolution to approve the revisions to WMU's Distributed Generation Policy as presented, Commissioner Nagel seconded.

**RESOLUTION NO. 17**

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the proposed revisions (generation interconnection application fee adjustments and inclusion of "*Uniform Statewide Contract for Cogeneration and Small Power Production Facilities*" section) to the Willmar Municipal Utilities Distributed Generation Policy be approved as presented.

Dated this 23<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

At this time, a Utility-related reports were presented by Staff for review and discussion. These informational reports and analyses included:

1. February 2015 Sales & Revenue Report (Customer Service Supervisor Stien)
2. January 2015 Power Supply Report (Power Supply Manager Carlson)

Energy Services Rep Opsahl presented the Commission with a presentation of the WMU's Energy Services Department which was created in 2002. The presentation included a historic outline of the Energy Services Department including a listing of past and current energy saving programs available to the citizens of Willmar. Along with a review of individual programs, data illustrating the actual energy savings to WMU was presented. Throughout the years, Opsahl has been instrumental in educating school-age children on the beneficial impact that energy conservation can have both at home and throughout the community.

Commissioner Laumer and General Manager Hompe recapped for the Commission their recent attendance at the 2015 APPA Legislative Rally held in Washington, DC, and reiterated the importance of attending these national (and state-sponsored) events. They offer the opportunity to exchange ideas and express concerns related to various issues facing Willmar and the utility industry. Meeting with our elected Congressional representatives, their Staff, and various lobbyists (i.e. David Turch & Associates) has proven invaluable to WMU in the past and for the planning & preparation of future projects (i.e. availability of grants). Among the topics of interest discussed at the APPA Legislative Rally were: 1) EPA requirements related to power plants (i.e. carbon emissions); 2) tax-free municipal bonds; 3) railroad transportation issues; 4) physical & cyber security of the electric grid; and, 5) energy efficiency.

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

- WMU Planning Committee Meeting – April 7<sup>th</sup> @ 11:30 a.m. (main topic: Local Generation Study)
- WMU Facilities Tour/Commission Meeting – April 13<sup>th</sup> beginning @ 4:00 p.m. with the regular Commission to be held immediately after (approx. 6:15 p.m.)
- APPA National Conference (Minneapolis) – 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 Laumer made a motion to adjourn the meeting. Commissioner Nagel seconded the motion, and the meeting was adjourned at 1:33 p.m. by a vote of seven ayes and zero nays

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

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Beth Mattheisen  
Administrative Secretary

ATTEST:

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Carol Laumer, Secretary

**WILLMAR PLANNING COMMISSION  
CITY OF WILLMAR, MN  
WEDNESDAY, MARCH 25, 2015**

**MINUTES**

1. The Willmar Planning Commission met on Wednesday, March 25, 2015, at 7:00 p.m. at the Willmar City Offices Conference Room #2.

**Members Present:** Gary Geiger, Andrew Engan, Aaron Larson, Rolf Standfuss, Randy Czarnetzki, Steve Gardner

**Members Absent:** Scott Thaden, Margaret Fleck, and Bob Poe

**Others Present:** Bruce Peterson – Director of Planning and Development Services, Brian & Theresa Erdelt, Tracy & Beverly Olson, John Christianson, Dennis & Karen Sportel, Ione Ingebretson, Kathy Vruink, and Ron Christianson.

2. MINUTES: The minutes of the March 11, 2015 meeting were approved as submitted.

3. CHRISTIANSON (WOODBERRY ADDITION) PUD AMENDMENT CONDITIONAL USE PERMIT – FILE NO. 15-02

The public hearing convened at 7:02 p.m. The applicant was Christianson Properties, LLC. Being requested was a conditional use permit to allow rental twin homes on each lot on property described as Lots 1-20, Block 4, Woodberry Addition.

Staff gave a brief introduction to the project. Developer Ron Christianson stated that he intended to do a high density twin-home project. He said it was a good fit with the neighborhood, and the density of development was anticipated by a 2006 variance that allowed 15 foot front yard setbacks due to the presence of a 45 foot wide stormwater easement along the back of the lots. Mr. Christianson said that the style of the homes would match that of the surrounding neighborhood.

Public comments were solicited, Ione Ingebretson asked how many units would be constructed, Mr. Christianson said there would be a maximum of 40 units (20 twin-homes). He said it would be work force housing with \$1,200-\$1,400 monthly rents. Kathy Vruink expressed concern about traffic and parking. It was mentioned that the PUD provides the required off-street parking for the residential units to be constructed. Due to the density, parking on the east side of 28<sup>th</sup> Street Southeast will in all likelihood be prohibited. Tracy Olson asked about the difference between this development and the Westwind Project. Also, who would be responsible for the maintenance, and if there would be any negative impact on property values. Mr. Christianson said that both his project and Westwind are twin home projects, and

that maintenance responsibility for the Woodberry twin-homes will lie with Christianson Properties, LLC. Staff indicated that there was no evidence of property value impacts from other twin home projects within the City.

The public hearing closed at 7:10 p.m.

The Planning Commission reviewed the staff comments (see attachment A). It was noted that the front yard setback concerns raised by staff had been addressed by the 2006 variance granting 15 foot front yard setbacks. The Commission discussed site drainage and the size and function of the drainage easement that exists. It was asked if the potential was there for some of the units to be owner occupied. Mr. Christianson said that was not his plan and that it would require re-platting to do so.

Following discussion, a motion was made by Mr. Gardner, seconded by Mr. Czarnetzki to approve the PUD Amendment Conditional Use Permit with two conditions:

- Storm water calculations shall be submitted for review and approval by the Public Works Director prior to the issuance of any building permits. The storm water ordinance shall be met at all times.
- The use at all times shall meet all applicable local, state, and federal laws and regulations.

The motion carried on a unanimous roll call vote.

4. WASTEWATER TREATMENT SITE DEVELOPMENT

The Commission discussed the possibility of future industrial development at the Waste Water Treatment Facility west of Willmar. There was general support for that type of development.

5. There being no further business to come before the Commission, the meeting adjourned at 7:30 p.m.

Respectfully submitted,



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

**PLANNING COMMISSION —MARCH 25, 2015**

**STAFF COMMENTS**

1. Woodberry PUD Amendment Conditional Use Permit — File 15-02

The applicant is Christianson Properties, LLC

Being requested is a CUP to allow rental twin homes on each lot (2 units/lot) on property described as Lots 1-20, Block 4, Woodberry Addition.

Woodberry Addition was originally platted approximately ten years ago as a PUD with a mix of single family housing types.

The property is zoned R-2 so duplexes/twin homes are a permitted use. The CUP amendment is to allow the increased density, smaller lot sizes, and reduced street setbacks.

The existing lots meet ordinance minimums for density and lot size under the PUD standards.

The front setback, as proposed, does not meet the PUD standard that calls for exterior setbacks to be maintained, but allows interior setbacks to be reduced. Because the front yard abuts a public street the front of line is considered to be an exterior lot line.

All utilities are available to the lots.

A storm water easement runs parallel to the rear of the lots, presumably to serve as storm water storage and infiltration.

Building elevations show a style that is compatible with the neighborhood.

**RECOMMENDATION:** To approve the PUD amendment conditional use permit with the following conditions:

- Storm water calculations shall be submitted for review and approval by the Public Works Director prior to the issuance of any building permits. The storm water ordinance shall be met at all times.
- Front yard setbacks shall be increased to the Zoning Ordinance standard for the R-2 District or to match neighboring homes.
- The use shall at all times meet all applicable local, state, and federal laws and regulations.

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        |
|--------------------------|--------|----------|------------------------|----------|-------|----------------|-----|---|---|---|----|---|------------------|----------------|
| AFFORDABLE PUMPING SERVI |        |          | 002404                 |          |       |                |     |   |   |   |    |   |                  |                |
|                          | 42248  | 04/02/15 | SEPTIC PUMPING         | 330.00   |       | 27771          |     | D | N |   |    |   | CLEANING AND WAS | 230.43430.0338 |
| AMERICAN SOLUTIONS FOR B |        |          | 000046                 |          |       |                |     |   |   |   |    |   |                  |                |
|                          | 42249  | 04/02/15 | ACCTS PAYABLE CHECKS   | 454.62   |       | INV02076012    |     | D | N |   |    |   | OFFICE SUPPLIES  | 101.41403.0220 |
| AMERICAN WELDING & GAS I |        |          | 000057                 |          |       |                |     |   |   |   |    |   |                  |                |
|                          | 42250  | 04/02/15 | WELDING GAS            | 38.40    |       | 03060771       |     | D | N |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                          | 42250  | 04/02/15 | CYLINDER RETEST        | 88.00    |       | 03113536       |     | D | N |   |    |   | PROFESSIONAL SER | 101.42412.0446 |
|                          | 42250  | 04/02/15 | FIRE EXT. SPRING CLIPS | 125.63   |       | 03123074       |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                          |        |          | VENDOR TOTAL           | 252.03   |       | *CHECK TOTAL   |     |   |   |   |    |   |                  |                |
| APPERT'S FOOD SERVICE    |        |          | 002526                 |          |       |                |     |   |   |   |    |   |                  |                |
|                          | 42251  | 04/02/15 | CONCESSION SUPPLIES    | 558.52   |       | 503250262      |     | D | N |   |    |   | GENERAL SUPPLIES | 101.45433.0229 |
| ARENDS/LU JEAN           |        |          | .02237                 |          |       |                |     |   |   |   |    |   |                  |                |
|                          | 42252  | 04/02/15 | REFUND-CANCELLED CLASS | 15.00    |       | 032015         |     | D | N |   |    |   | REFUNDS AND REIM | 101.41428.0882 |
| ASCAP                    |        |          | 001253                 |          |       |                |     |   |   |   |    |   |                  |                |
|                          | 42253  | 04/02/15 | 2015 MUSIC LICENSE FEE | 352.85   |       | 500578878/15   |     | D | N |   |    |   | LICENSES AND TAX | 101.45433.0445 |
| AVERA MEDICAL GROUP MARS |        |          | 003158                 |          |       |                |     |   |   |   |    |   |                  |                |
|                          | 42254  | 04/02/15 | PSYCH DIAGNOSTIC EVAL. | 597.00   |       | ST2150590006YG |     | D | N |   |    |   | PROFESSIONAL SER | 101.42411.0446 |
| BATTERY WHOLESALE INC    |        |          | 002860                 |          |       |                |     |   |   |   |    |   |                  |                |
|                          | 42255  | 04/02/15 | BATTERY CHARGER        | 169.99   |       | 2008WIL        |     | D | N |   |    |   | SMALL TOOLS      | 651.48486.0221 |
|                          | 42255  | 04/02/15 | CREDIT FOR DOUBLE PYMT | 202.00   | CR    | 25205          |     | D | N |   |    |   | SMALL TOOLS      | 651.48484.0221 |
|                          | 42255  | 04/02/15 | BATTERY                | 229.05   |       | 2777WIL        |     | D | N |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          |        |          | VENDOR TOTAL           | 197.04   |       | *CHECK TOTAL   |     |   |   |   |    |   |                  |                |
| BEACON ATHLETICS         |        |          | 000096                 |          |       |                |     |   |   |   |    |   |                  |                |
|                          | 42256  | 04/02/15 | BASES/BASE PLUGS       | 687.00   |       | 0443267-IN     |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                          | 42256  | 04/02/15 | BASE ANCHORS           | 90.00    |       | 0443387        |     | D | N |   |    |   | SMALL TOOLS      | 101.43425.0221 |
|                          |        |          | VENDOR TOTAL           | 777.00   |       | *CHECK TOTAL   |     |   |   |   |    |   |                  |                |
| BENNETT OFFICE TECHNOLOG |        |          | 000099                 |          |       |                |     |   |   |   |    |   |                  |                |
|                          | 42257  | 04/02/15 | OFFICE SUPPLIES        | 121.70   |       | 218563         |     | D | N |   |    |   | OFFICE SUPPLIES  | 651.48484.0220 |
|                          | 42257  | 04/02/15 | OFFICE SUPPLIES        | 57.18    |       | 218651         |     | D | N |   |    |   | OFFICE SUPPLIES  | 651.48484.0220 |
|                          |        |          | VENDOR TOTAL           | 178.88   |       | *CHECK TOTAL   |     |   |   |   |    |   |                  |                |
| BEST WESTERN KELLY INN   |        |          | 000106                 |          |       |                |     |   |   |   |    |   |                  |                |
|                          | 42258  | 04/02/15 | GAUER-LODGING EXPENSE  | 204.52   |       | 489893         |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 651.48484.0333 |
| BOLTON & MENK INC        |        |          | 001010                 |          |       |                |     |   |   |   |    |   |                  |                |
|                          | 42259  | 04/02/15 | WILLMAR AVE IMPROVEMEN | 5,200.00 |       | 0172407        |     | D | N |   |    |   | PROFESSIONAL SER | 413.48452.0446 |



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        |
|--------------------------|--------|----------|--------------------------|--------|-------|-----------|-----|---|---|---|----|---|------------------|----------------|
| BUTTERFIELD/JIM          |        |          | .02114                   |        |       |           |     |   |   |   |    |   |                  |                |
|                          | 42264  | 04/02/15 | SIOUX FALLS SPORTS SHOW  | 578.60 |       | 033115    |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 208.45006.0333 |
| CALVIN/MARVIN B          |        |          | 001998                   |        |       |           |     |   |   |   |    |   |                  |                |
|                          | 42265  | 04/02/15 | GOVERNOR'S PRESS CONF.   | 118.45 |       | 031315    |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.41401.0333 |
| CANON FINANCIAL SERVICES |        |          | 002336                   |        |       |           |     |   |   |   |    |   |                  |                |
|                          | 42266  | 04/02/15 | COPIER LEASE AGRMT       | 24.88  |       | 14710076  |     | D | N |   |    |   | RENTS            | 101.43425.0440 |
| CARD SERVICES            |        |          | 002552                   |        |       |           |     |   |   |   |    |   |                  |                |
|                          | 42267  | 04/02/15 | PROMOTION COFFEE         | 37.75  |       | 012013    |     | D | N |   |    |   | SUBSISTENCE OF P | 101.42411.0227 |
|                          | 42267  | 04/02/15 | PLANT-WITTMAN FUNERAL    | 74.81  |       | 012210    |     | D | N |   |    |   | GENERAL SUPPLIES | 101.43417.0229 |
|                          | 42267  | 04/02/15 | LATE FEE                 | 12.50  |       | 50609451  |     | D | N |   |    |   | OTHER CHARGES    | 101.43417.0449 |
|                          |        |          | VENDOR TOTAL             | 125.06 |       |           |     |   |   |   |    |   |                  |                |
|                          |        |          |                          | 125.06 |       |           |     |   |   |   |    |   | *CHECK TOTAL     |                |
| CARDMEMBER SERVICE       |        |          | 002365                   |        |       |           |     |   |   |   |    |   |                  |                |
|                          | 42236  | 03/19/15 | WE LEAD CONF REGIS.      | 22.00  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.41400.0333 |
|                          | 42236  | 03/19/15 | WE LEAD CONF REGIS.      | 11.00  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.41402.0333 |
|                          | 42236  | 03/19/15 | KARDELL-SEMINAR REGIS.   | 85.00  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.41402.0333 |
|                          | 42236  | 03/19/15 | ROSEMEIER-SEMINAR REGIS. | 85.00  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.41402.0333 |
|                          | 42236  | 03/19/15 | WE LEAD CONF REGIS.      | 11.00  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.41405.0333 |
|                          | 42236  | 03/19/15 | AUDIO CABLES             | 5.06   |       | STMT/2-15 |     | D | N |   |    |   | SMALL TOOLS      | 101.41409.0221 |
|                          | 42236  | 03/19/15 | IPAD KEYBOARD            | 45.88  |       | STMT/2-15 |     | D | N |   |    |   | SMALL TOOLS      | 101.41409.0221 |
|                          | 42236  | 03/19/15 | DVD RECORDER             | 317.91 |       | STMT/2-15 |     | D | N |   |    |   | SMALL TOOLS      | 101.41409.0221 |
|                          | 42236  | 03/19/15 | CZECH-SCHWANDT IT TRNG   | 99.00  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.41409.0333 |
|                          | 42236  | 03/19/15 | BROADCASTER SUBSCRIP.    | 49.00  |       | STMT/2-15 |     | D | N |   |    |   | SUBSCRIPTIONS AN | 101.41409.0443 |
|                          | 42236  | 03/19/15 | WEBSITE HOSTING FEE      | 87.34  |       | STMT/2-15 |     | D | N |   |    |   | PROFESSIONAL SER | 101.41409.0446 |
|                          | 42236  | 03/19/15 | GLOCK SPARE PARTS        | 40.94  |       | STMT/2-15 |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.42411.0224 |
|                          | 42236  | 03/19/15 | EXPLORER SHIRTS          | 494.45 |       | STMT/2-15 |     | D | N |   |    |   | SUBSISTENCE OF P | 101.42411.0227 |
|                          | 42236  | 03/19/15 | NEUBAUER-LODGING EXPENSE | 404.48 |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42411.0333 |
|                          | 42236  | 03/19/15 | FLATTEN-LODGING EXPENSE  | 215.04 |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42411.0333 |
|                          | 42236  | 03/19/15 | FELT-SEMINAR REGIS.      | 35.00  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42411.0333 |
|                          | 42236  | 03/19/15 | ANDERSON-SEMINAR REGIS.  | 35.00  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42411.0333 |
|                          | 42236  | 03/19/15 | FLATTEN-LODGING EXPENSE  | 286.72 |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42411.0333 |
|                          | 42236  | 03/19/15 | FLATTEN-LODGING EXPENSE  | 286.72 |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42411.0333 |
|                          | 42236  | 03/19/15 | MEALS-FIRE OFFICER SCHL  | 72.00  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42412.0333 |
|                          | 42236  | 03/19/15 | HENDRICKSON-LODGING EXP. | 234.06 |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42412.0333 |
|                          | 42236  | 03/19/15 | MCGILLIVRAY-LODGING EXP. | 234.06 |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42412.0333 |
|                          | 42236  | 03/19/15 | WASIK-LODGING EXPENSE    | 234.08 |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42412.0333 |
|                          | 42236  | 03/19/15 | HANSON-LODGING EXPENSE   | 234.08 |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42412.0333 |
|                          | 42236  | 03/19/15 | COOL-LODGING EXPENSE     | 117.03 |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42412.0333 |
|                          | 42236  | 03/19/15 | PETERSON-SEMINAR REGIS.  | 22.00  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42412.0333 |
|                          | 42236  | 03/19/15 | MEALS-FIRE OFFICER SCHL  | 15.55  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42412.0333 |
|                          | 42236  | 03/19/15 | HSEM GOVERNOR'S CONF.    | 23.00  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42412.0333 |
|                          | 42236  | 03/19/15 | HSEM GOVERNOR'S CONF.    | 16.09  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42412.0333 |
|                          | 42236  | 03/19/15 | BRIDGE SFTY INSP. COURSE | 85.00  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.43417.0333 |
|                          | 42236  | 03/19/15 | LANGNER-LODGING EXPENSE  | 122.91 |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.43417.0333 |
|                          | 42236  | 03/19/15 | SEAN-STATE TRANSP. MTG   | 10.96  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.43417.0333 |
|                          | 42236  | 03/19/15 | WE LEAD CONF REGIS.      | 11.00  |       | STMT/2-15 |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.43425.0333 |



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        |
|--------------------------|--------|----------|-------------------------|-----------|-------|------------|-----|---|---|---|----|---|------------------|----------------|
| CHESTER CONTRACTING INC  |        |          | 002506                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42273  | 04/02/15 | REPL. LOCKER ROOM DOO   | 23,738.00 |       | 1218       |     | D | N |   |    |   | BUILDINGS AND ST | 450.45433.0551 |
| CITY OF WILLMAR-GENERAL  |        |          | 000292                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42274  | 04/02/15 | BLDG PERMIT #22861      | 30.34     |       | 2015-22861 |     | D | N |   |    |   | LICENSES AND TAX | 101.43425.0445 |
| CLARKE MOSQUITO CONTROL  |        |          | 002157                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42275  | 04/02/15 | MOSQUITO CNTL CHEMICAL  | 1,826.86  |       | 5064623    |     | D | N |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |
| COLEPAPERS INC           |        |          | 000170                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42276  | 04/02/15 | CLEANING SUPPLIES       | 301.51    |       | 9071108    |     | D | N |   |    |   | CLEANING AND WAS | 101.41408.0228 |
|                          | 42276  | 04/02/15 | AIR FRESHENER           | 196.30    |       | 9071108    |     | D | N |   |    |   | GENERAL SUPPLIES | 101.41408.0229 |
|                          | 42276  | 04/02/15 | PLASTIC CUPS            | 56.68     |       | 9071108    |     | D | N |   |    |   | GENERAL SUPPLIES | 101.41408.0229 |
|                          | 42276  | 04/02/15 | CLEANING SUPPLIES       | 319.23    |       | 9071108    |     | D | N |   |    |   | CLEANING AND WAS | 101.45427.0228 |
|                          | 42276  | 04/02/15 | AIR FRESHENER           | 196.30    |       | 9071108    |     | D | N |   |    |   | GENERAL SUPPLIES | 101.45427.0229 |
|                          | 42276  | 04/02/15 | CLEANING SUPPLIES       | 78.52     |       | 9073323    |     | D | N |   |    |   | CLEANING AND WAS | 101.41408.0228 |
|                          | 42276  | 04/02/15 | TOILET TISSUE/HAND TWLS | 139.41    |       | 9075555    |     | D | N |   |    |   | GENERAL SUPPLIES | 101.45435.0229 |
|                          |        |          |                         | 1,287.95  |       |            |     |   |   |   |    |   |                  |                |
|                          |        |          | VENDOR TOTAL            | 1,287.95  |       |            |     |   |   |   |    |   |                  |                |
|                          |        |          |                         |           |       |            |     |   |   |   |    |   |                  | *CHECK TOTAL   |
| COMPASS MINERALS AMERICA |        |          | 003116                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42277  | 04/02/15 | ROAD SALT               | 2,057.27  |       | 71317306   |     | D | N |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          | 42277  | 04/02/15 | ROAD SALT               | 2,014.73  |       | 71317786   |     | D | N |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          | 42277  | 04/02/15 | ROAD SALT               | 2,070.36  |       | 71318460   |     | D | N |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          |        |          |                         | 6,142.36  |       |            |     |   |   |   |    |   |                  |                |
|                          |        |          | VENDOR TOTAL            | 6,142.36  |       |            |     |   |   |   |    |   |                  |                |
|                          |        |          |                         |           |       |            |     |   |   |   |    |   |                  | *CHECK TOTAL   |
| COMPUTER PROF. UNLIMITED |        |          | 000065                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42278  | 04/02/15 | CAMA MOTHLY SUPPORT-APR | 156.00    |       | STMT/4-15  |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.41404.0334 |
| CORNERSTONE OF WILLMAR I |        |          | 002164                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42279  | 04/02/15 | BLDG REPAIRS/REPL. DOO  | 6,375.00  |       | 2313       |     | D | N |   |    |   | CONTRACTS PAYABL | 101.207000     |
| CROW CHEMICAL & LIGHTING |        |          | 000186                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42280  | 04/02/15 | CLEANING SUPPLIES       | 106.60    |       | 5141       |     | D | N |   |    |   | CLEANING AND WAS | 101.43425.0228 |
|                          | 42280  | 04/02/15 | LAB TOWELS              | 173.90    |       | 5149       |     | D | N |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                          | 42280  | 04/02/15 | BRUSHES-TRUCK WASHING   | 133.50    |       | 5163       |     | D | N |   |    |   | GENERAL SUPPLIES | 101.42412.0229 |
|                          | 42280  | 04/02/15 | DISPOSABLE GLOVES       | 89.00     |       | 5176       |     | D | N |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          | 42280  | 04/02/15 | CLEANING SUPPLIES       | 54.20     |       | 5182       |     | D | N |   |    |   | CLEANING AND WAS | 651.48484.0228 |
|                          |        |          |                         | 557.20    |       |            |     |   |   |   |    |   |                  |                |
|                          |        |          | VENDOR TOTAL            | 557.20    |       |            |     |   |   |   |    |   |                  |                |
|                          |        |          |                         |           |       |            |     |   |   |   |    |   |                  | *CHECK TOTAL   |
| CUB FOODS                |        |          | 000189                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42281  | 04/02/15 | FIRE CALL-921 6TH ST SW | 30.56     |       | 020615     |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42412.0333 |
| CZECH-SCHWANDT/DENISE    |        |          | 003137                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42282  | 04/02/15 | MILEAGE 1/2-2/25/15     | 234.60    |       | 031715     |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.41409.0333 |



Vendor Payments History Report  
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| VENDOR NAME AND NUMBER   | CHECK# | DATE     | DESCRIPTION              | AMOUNT | CLAIM | INVOICE      | PO# | F | S | 9  | BX | M | ACCOUNT NAME     | ACCOUNT        |
|--------------------------|--------|----------|--------------------------|--------|-------|--------------|-----|---|---|----|----|---|------------------|----------------|
| FARM-RITE EQUIPMENT      |        |          | 003002                   |        |       |              |     |   |   |    |    |   |                  |                |
|                          | 42294  | 04/02/15 | #080492-BROOM BRISTLES   | 873.18 |       | P04595       |     | D | N |    |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                          | 42294  | 04/02/15 | #080492-BROOM BRISTLES   | 55.44  |       | P04599       |     | D | N |    |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                          |        |          | VENDOR TOTAL             | 928.62 |       | *CHECK TOTAL |     |   |   |    |    |   |                  |                |
| FASTENAL COMPANY         |        |          | 001188                   |        |       |              |     |   |   |    |    |   |                  |                |
|                          | 42295  | 04/02/15 | UTILITY KNIFE BLADES     | 17.76  |       | MNWIL123811  |     | D | N |    |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                          | 42295  | 04/02/15 | FIRST AID KIT SUPPLIES   | 18.04  |       | MNWIL130187  |     | D | N |    |    |   | SUBSISTENCE OF P | 101.43425.0227 |
|                          | 42295  | 04/02/15 | L.S. PLUGS               | 0.98   |       | MNWIL130238  |     | D | N |    |    |   | MTCE. OF EQUIPME | 651.48485.0224 |
|                          | 42295  | 04/02/15 | DUCT TAPE/SUPPLIES       | 29.42  |       | MNWIL130392  |     | D | N |    |    |   | GENERAL SUPPLIES | 101.42412.0229 |
|                          | 42295  | 04/02/15 | SHOP SUPPLIES            | 16.40  |       | MNWIL130649  |     | D | N |    |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                          | 42295  | 04/02/15 | KEY STOCK                | 21.30  |       | MNWIL130701  |     | D | N |    |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 42295  | 04/02/15 | SHOP SUPPLIES            | 4.35   |       | MNWIL130926  |     | D | N |    |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                          |        |          | VENDOR TOTAL             | 108.25 |       | *CHECK TOTAL |     |   |   |    |    |   |                  |                |
| FERGUSON ENTERPRISES INC |        |          | 000810                   |        |       |              |     |   |   |    |    |   |                  |                |
|                          | 42296  | 04/02/15 | PLUMBING PARTS           | 18.76  |       | 3476217      |     | D | N |    |    |   | MTCE. OF STRUCTU | 101.43425.0225 |
| FINANCE AND COMMERCE     |        |          | 002809                   |        |       |              |     |   |   |    |    |   |                  |                |
|                          | 42297  | 04/02/15 | AD FOR BIDS-PROJ. 1501A  | 84.46  |       | 742071076    |     | D | N |    |    |   | ADVERTISING      | 415.48451.0447 |
|                          | 42297  | 04/02/15 | AD FOR BIDS-PROJ. 1502   | 85.87  |       | 742071077    |     | D | N |    |    |   | ADVERTISING      | 415.48451.0447 |
|                          | 42297  | 04/02/15 | AD FOR BIDS-PROJ. 1503A  | 81.63  |       | 742071078    |     | D | N |    |    |   | ADVERTISING      | 415.48451.0447 |
|                          | 42297  | 04/02/15 | AD FOR BIDS-PROJ. 1503B  | 80.22  |       | 742071080    |     | D | N |    |    |   | ADVERTISING      | 415.48451.0447 |
|                          |        |          | VENDOR TOTAL             | 332.18 |       | *CHECK TOTAL |     |   |   |    |    |   |                  |                |
| FIRE EQUIPMENT SPECIALTI |        |          | 002109                   |        |       |              |     |   |   |    |    |   |                  |                |
|                          | 42298  | 04/02/15 | FIRE GEAR REPAIR-LABOR   | 70.75  |       | 8690         |     | D | N |    |    |   | SUBSISTENCE OF P | 101.42412.0337 |
| FISCHER/BETH             |        |          | 002484                   |        |       |              |     |   |   |    |    |   |                  |                |
|                          | 42299  | 04/02/15 | PUBLIC POLICY MEETING    | 11.99  |       | 032615       |     | D | M | 07 |    |   | TRAVEL-CONF.-SCH | 208.45005.0333 |
| G & K SERVICES           |        |          | 002465                   |        |       |              |     |   |   |    |    |   |                  |                |
|                          | 42300  | 04/02/15 | CLEANING SERVICES        | 59.18  |       | 1043102015   |     | D | N |    |    |   | CLEANING AND WAS | 230.43430.0338 |
|                          | 42300  | 04/02/15 | CLEANING SERVICES        | 59.18  |       | 1043112827   |     | D | N |    |    |   | CLEANING AND WAS | 230.43430.0338 |
|                          | 42300  | 04/02/15 | CLEANING SERVICES        | 59.18  |       | 1043123668   |     | D | N |    |    |   | CLEANING AND WAS | 230.43430.0338 |
|                          | 42300  | 04/02/15 | CLEANING SERVICES        | 59.18  |       | 1043134521   |     | D | N |    |    |   | CLEANING AND WAS | 230.43430.0338 |
|                          | 42300  | 04/02/15 | CLEANING SERVICES        | 59.18  |       | 1043145407   |     | D | N |    |    |   | CLEANING AND WAS | 230.43430.0338 |
|                          | 42300  | 04/02/15 | CLEANING SERVICES        | 59.18  |       | 1043891158   |     | D | N |    |    |   | CLEANING AND WAS | 230.43430.0338 |
|                          |        |          | VENDOR TOTAL             | 355.08 |       | *CHECK TOTAL |     |   |   |    |    |   |                  |                |
| GAUER/JIM                |        |          | 000989                   |        |       |              |     |   |   |    |    |   |                  |                |
|                          | 42301  | 04/02/15 | MRWA CONFERENCE          | 72.46  |       | 460          |     | D | N |    |    |   | TRAVEL-CONF.-SCH | 651.48484.0333 |
| GENERAL MAILING SERVICES |        |          | 000293                   |        |       |              |     |   |   |    |    |   |                  |                |
|                          | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 0.59   |       | 14727        |     | D | N |    |    |   | POSTAGE          | 101.41400.0223 |
|                          | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 4.04   |       | 14727        |     | D | N |    |    |   | POSTAGE          | 101.41401.0223 |

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        |
|---------------------------------|--------|----------|--------------------------|--------|-------|---------|-----|---|---|---|----|---|------------------|----------------|
| GENERAL MAILING SERVICES 000293 |        |          |                          |        |       |         |     |   |   |   |    |   |                  |                |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 16.19  |       | 14727   |     | D | N |   |    |   | POSTAGE          | 101.41402.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 48.24  |       | 14727   |     | D | N |   |    |   | POSTAGE          | 101.41403.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 3.54   |       | 14727   |     | D | N |   |    |   | POSTAGE          | 101.41404.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 4.13   |       | 14727   |     | D | N |   |    |   | POSTAGE          | 101.41405.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 15.00  |       | 14727   |     | D | N |   |    |   | POSTAGE          | 101.41408.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 1.18   |       | 14727   |     | D | N |   |    |   | POSTAGE          | 101.41409.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 1.77   |       | 14727   |     | D | N |   |    |   | POSTAGE          | 101.42411.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 1.77   |       | 14727   |     | D | N |   |    |   | POSTAGE          | 101.42412.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 1.65   |       | 14727   |     | D | N |   |    |   | POSTAGE          | 101.43417.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 25.07  |       | 14727   |     | D | N |   |    |   | POSTAGE          | 101.43425.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 1.65   |       | 14727   |     | D | N |   |    |   | POSTAGE          | 101.45432.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 2.95   |       | 14727   |     | D | N |   |    |   | POSTAGE          | 101.45433.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 10.55  |       | 14727   |     | D | N |   |    |   | POSTAGE          | 208.45005.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 10.62  |       | 14727   |     | D | N |   |    |   | POSTAGE          | 230.43430.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/02 - 03/06/15 | 4.39   |       | 14727   |     | D | N |   |    |   | POSTAGE          | 651.48484.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 2.36   |       | 14767   |     | D | N |   |    |   | POSTAGE          | 101.41400.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 6.39   |       | 14767   |     | D | N |   |    |   | POSTAGE          | 101.41401.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 43.66  |       | 14767   |     | D | N |   |    |   | POSTAGE          | 101.41402.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 4.72   |       | 14767   |     | D | N |   |    |   | POSTAGE          | 101.41403.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 0.59   |       | 14767   |     | D | N |   |    |   | POSTAGE          | 101.41404.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 6.49   |       | 14767   |     | D | N |   |    |   | POSTAGE          | 101.41405.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 15.00  |       | 14767   |     | D | N |   |    |   | POSTAGE          | 101.41408.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 0.59   |       | 14767   |     | D | N |   |    |   | POSTAGE          | 101.42411.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 4.13   |       | 14767   |     | D | N |   |    |   | POSTAGE          | 101.42412.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 5.17   |       | 14767   |     | D | N |   |    |   | POSTAGE          | 101.43417.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 11.11  |       | 14767   |     | D | N |   |    |   | POSTAGE          | 101.43425.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 0.85   |       | 14767   |     | D | N |   |    |   | POSTAGE          | 101.45432.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 3.54   |       | 14767   |     | D | N |   |    |   | POSTAGE          | 208.45005.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 1.44   |       | 14767   |     | D | N |   |    |   | POSTAGE          | 230.43430.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/09 - 03/13/15 | 171.10 |       | 14767   |     | D | N |   |    |   | POSTAGE          | 651.48484.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/16 - 03/20/15 | 4.50   |       | 14810   |     | D | N |   |    |   | POSTAGE          | 101.41400.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/16 - 03/20/15 | 6.14   |       | 14810   |     | D | N |   |    |   | POSTAGE          | 101.41401.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/16 - 03/20/15 | 22.42  |       | 14810   |     | D | N |   |    |   | POSTAGE          | 101.41402.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/16 - 03/20/15 | 109.86 |       | 14810   |     | D | N |   |    |   | POSTAGE          | 101.41403.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/16 - 03/20/15 | 1.77   |       | 14810   |     | D | N |   |    |   | POSTAGE          | 101.41405.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/16 - 03/20/15 | 15.00  |       | 14810   |     | D | N |   |    |   | POSTAGE          | 101.41408.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/16 - 03/20/15 | 0.59   |       | 14810   |     | D | N |   |    |   | POSTAGE          | 101.42411.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/16 - 03/20/15 | 0.59   |       | 14810   |     | D | N |   |    |   | POSTAGE          | 101.43417.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/16 - 03/20/15 | 10.30  |       | 14810   |     | D | N |   |    |   | POSTAGE          | 101.43425.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/16 - 03/20/15 | 2.57   |       | 14810   |     | D | N |   |    |   | POSTAGE          | 101.45432.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/16 - 03/20/15 | 2.36   |       | 14810   |     | D | N |   |    |   | POSTAGE          | 101.45433.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/16 - 03/20/15 | 1.97   |       | 14810   |     | D | N |   |    |   | POSTAGE          | 230.43430.0223 |
|                                 | 42302  | 04/02/15 | POSTAGE 03/16 - 03/20/15 | 2.36   |       | 14810   |     | D | N |   |    |   | POSTAGE          | 651.48484.0223 |
|                                 |        |          | VENDOR TOTAL             | 610.90 |       |         |     |   |   |   |    |   |                  |                |
|                                 |        |          |                          | 610.90 |       |         |     |   |   |   |    |   |                  |                |
|                                 |        |          |                          |        |       |         |     |   |   |   |    |   |                  | *CHECK TOTAL   |
| GILLUND ENTERPRISES             |        |          | 002425                   |        |       |         |     |   |   |   |    |   |                  |                |
|                                 | 42303  | 04/02/15 | OIL/FUEL ADDITIVE        | 419.72 |       | 804788  |     | D | N |   |    |   | INVENTORIES-MDSE | 101.125000     |

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        |
|--------------------------|--------|----------|-------------------------|-----------|-------|------------|-----|---|---|---|----|---|------------------|----------------|
| GREENSPRING MEDIA GROUP  |        |          | 001504                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42304  | 04/02/15 | BIKING GUIDE            | 2,050.00  |       | 2015-21274 |     | D | N |   |    |   | OTHER CHARGES    | 208.45010.0449 |
| HACH COMPANY             |        |          | 000316                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42305  | 04/02/15 | LAB SUPPLIES            | 30.54     |       | 9257648    |     | D | N |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                          | 42305  | 04/02/15 | LAB SUPPLIES            | 736.07    |       | 9279648    |     | D | N |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                          |        |          |                         | 766.61    |       |            |     |   |   |   |    |   |                  |                |
|                          |        |          | VENDOR TOTAL            | 766.61    |       |            |     |   |   |   |    |   |                  |                |
| HALLIDAY/KEVIN           |        |          | 000931                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42306  | 04/02/15 | MCFOA CONFERENCE        | 241.78    |       | 040115     |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.41403.0333 |
| HAUG IMPLEMENT CO - JOHN |        |          | 000324                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42307  | 04/02/15 | #101303-MOWER BLADES    | 20.70     |       | 188967     |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                          | 42307  | 04/02/15 | #101303-MOWER BLADES    | 144.90    |       | 188978     |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                          | 42307  | 04/02/15 | #006586-WTR PUMP REPAIR | 243.14    |       | 189303     |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                          | 42307  | 04/02/15 | TRACTOR PARTS           | 173.06    |       | 189531     |     | D | N |   |    |   | MTCE. OF EQUIPME | 651.48486.0224 |
|                          |        |          |                         | 581.80    |       |            |     |   |   |   |    |   |                  |                |
|                          |        |          | VENDOR TOTAL            | 581.80    |       |            |     |   |   |   |    |   |                  |                |
| HAUG-KUBOTA LLC          |        |          | 002609                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42308  | 04/02/15 | KUBOTA SNOW BLWR PARTS  | 118.74    |       | 5784       |     | D | N |   |    |   | MTCE. OF EQUIPME | 651.48484.0224 |
| HAWKINS INC              |        |          | 000325                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42309  | 04/02/15 | FERRIC CHLORIDE         | 4,579.75  |       | 3705429 RI |     | D | N |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
| HEGLUND CATERING         |        |          | 002036                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42310  | 04/02/15 | CVB BOARD LUNCHESES     | 11.38     |       | 8212       |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.41401.0333 |
|                          | 42310  | 04/02/15 | CVB BOARD LUNCHESES     | 11.38     |       | 8212       |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.41403.0333 |
|                          | 42310  | 04/02/15 | CVB BOARD LUNCHESES     | 11.38     |       | 8212       |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.45433.0333 |
|                          | 42310  | 04/02/15 | CVB BOARD LUNCHESES     | 111.21    |       | 8212       |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 208.45005.0333 |
|                          |        |          |                         | 145.35    |       |            |     |   |   |   |    |   |                  |                |
|                          |        |          | VENDOR TOTAL            | 145.35    |       |            |     |   |   |   |    |   |                  |                |
| HENDRICKSON/GARY         |        |          | 003006                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42311  | 04/02/15 | FDIC CONFERENCE REGIS.  | 2,380.00  |       | 269        |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.42412.0333 |
| HIGH POINT NETWORKS INC  |        |          | 002299                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42312  | 04/02/15 | 16 DESKTOP COMPUTERS    | 13,760.00 |       | 71904      |     | D | N |   |    |   | SMALL TOOLS      | 101.41409.0221 |
|                          | 42312  | 04/02/15 | 5 LAPTOP COMPUTERS      | 6,747.00  |       | 71904      |     | D | N |   |    |   | SMALL TOOLS      | 101.41409.0221 |
|                          | 42312  | 04/02/15 | PHONE BUTTON BOX        | 251.85    |       | 73109      |     | D | N |   |    |   | SMALL TOOLS      | 101.41409.0221 |
|                          |        |          |                         | 20,758.85 |       |            |     |   |   |   |    |   |                  |                |
|                          |        |          | VENDOR TOTAL            | 20,758.85 |       |            |     |   |   |   |    |   |                  |                |
| HILLYARD FLOOR CARE SUPP |        |          | 000333                  |           |       |            |     |   |   |   |    |   |                  |                |
|                          | 42313  | 04/02/15 | CLEANING SUPPLIES       | 105.61    |       | 601514978  |     | D | N |   |    |   | CLEANING AND WAS | 101.41408.0228 |
|                          | 42313  | 04/02/15 | CLEANING SUPPLIES       | 505.53    |       | 601514978  |     | D | N |   |    |   | CLEANING AND WAS | 101.45427.0228 |
|                          | 42313  | 04/02/15 | RUGS FOR THE AUDITORIUM | 1,645.00  |       | 601516496  |     | D | N |   |    |   | SMALL TOOLS      | 101.45427.0221 |



Vendor Payments History Report  
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| VENDOR NAME AND NUMBER  | CHECK# | DATE     | DESCRIPTION             | AMOUNT   | CLAIM | INVOICE | PO# | F | S | 9  | BX | M | ACCOUNT NAME     | ACCOUNT        |
|-------------------------|--------|----------|-------------------------|----------|-------|---------|-----|---|---|----|----|---|------------------|----------------|
| KENT'S AUTO BODY        |        |          | 002764                  |          |       |         |     |   |   |    |    |   |                  |                |
|                         | 42242  | 03/25/15 | #115439 REPAIR          | 1,428.59 |       | 032515  |     | D | N |    |    |   | REFUNDS AND REIM | 101.42428.0882 |
| KING/CHRISTOPHER        |        |          | 002379                  |          |       |         |     |   |   |    |    |   |                  |                |
|                         | 42321  | 04/02/15 | CLASS B WASTEWATER EXAM | 147.56   |       | 082014  |     | D | N |    |    |   | TRAVEL-CONF.-SCH | 651.48484.0333 |
| KING'S ELECTRIC LLC     |        |          | 003138                  |          |       |         |     |   |   |    |    |   |                  |                |
|                         | 42322  | 04/02/15 | REPL. BALLAST-PARTS     | 37.03    |       | 107     |     | D | M | 07 |    |   | MTCE. OF STRUCTU | 101.45435.0225 |
|                         | 42322  | 04/02/15 | REPL. BALLAST-LABOR     | 122.00   |       | 107     |     | D | M | 07 |    |   | MTCE. OF STRUCTU | 101.45435.0335 |
|                         |        |          | VENDOR TOTAL            | 159.03   |       |         |     |   |   |    |    |   |                  |                |
|                         |        |          |                         | 159.03   |       |         |     |   |   |    |    |   |                  |                |
| KVO INDUSTRIES INC      |        |          | .02238                  |          |       |         |     |   |   |    |    |   |                  |                |
|                         | 42323  | 04/02/15 | HISTORICAL AIRPORT SIG  | 1,300.00 |       | 4789    |     | D | N |    |    |   | PROFESSIONAL SER | 205.43451.0446 |
| LAKESIDE PRESS          |        |          | 001646                  |          |       |         |     |   |   |    |    |   |                  |                |
|                         | 42324  | 04/02/15 | WILLMAR WALK MAPS ART   | 35.00    |       | 4919    |     | D | N |    |    |   | PRINTING AND PUB | 101.41400.0331 |
|                         | 42324  | 04/02/15 | WILLMAR WALKS MAPS      | 233.70   |       | 4919    |     | D | N |    |    |   | PRINTING AND PUB | 101.41400.0331 |
|                         |        |          | VENDOR TOTAL            | 268.70   |       |         |     |   |   |    |    |   |                  |                |
|                         |        |          |                         | 268.70   |       |         |     |   |   |    |    |   |                  |                |
| LINCOLN FINANCIAL GROUP |        |          | 002789                  |          |       |         |     |   |   |    |    |   |                  |                |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 17.33    |       | M285    |     | D | N |    |    |   | COBRA INS PREMIU | 101.120001     |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 66.80    |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.41400.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 62.50    |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.41402.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 20.83    |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.41403.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 25.00    |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.41404.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 37.50    |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.41405.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 12.50    |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.41408.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 50.00    |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.41409.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 4.17     |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.41424.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 1,536.00 |       | M285    |     | D | N |    |    |   | INS. PASS THROUG | 101.41428.0819 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 462.50   |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.42411.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 37.50    |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.42412.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 56.25    |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.43417.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 252.50   |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.43425.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 12.50    |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.45432.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 50.00    |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.45433.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 7.50     |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.45435.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 6.25     |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 101.45437.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 115.00   |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 651.48484.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 12.50    |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 651.48485.0114 |
|                         | 42325  | 04/02/15 | LIFE INSURANCE-APRIL    | 12.50    |       | M285    |     | D | N |    |    |   | EMPLOYER INSUR.  | 651.48486.0114 |
|                         |        |          | VENDOR TOTAL            | 2,857.63 |       |         |     |   |   |    |    |   |                  |                |
|                         |        |          |                         | 2,857.63 |       |         |     |   |   |    |    |   |                  |                |
| LINDAHL/JASON           |        |          | 001400                  |          |       |         |     |   |   |    |    |   |                  |                |
|                         | 42326  | 04/02/15 | MRWA CONFERENCE         | 180.60   |       | 460     |     | D | N |    |    |   | TRAVEL-CONF.-SCH | 651.48484.0333 |



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        |
|---------------------------------------|--------|----------|------------------------|----------|-------|--------------|-----|---|---|---|----|---|------------------|----------------|
| <b>MAXIMUM SOLUTIONS INC 001201</b>   |        |          |                        |          |       |              |     |   |   |   |    |   |                  |                |
|                                       | 42333  | 04/02/15 | POS HARDWARE           | 2,166.00 |       | 16821        |     | D | N |   |    |   | SMALL TOOLS      | 101.41409.0221 |
|                                       | 42333  | 04/02/15 | POOL MEMBERSHIP CARDS  | 385.92   |       | 16832        |     | D | N |   |    |   | GENERAL SUPPLIES | 101.45437.0229 |
|                                       | 42333  | 04/02/15 | ONE-TIME SETUP CHARGE  | 50.00    |       | 16832        |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.45437.0334 |
|                                       |        |          |                        | 5,601.92 |       |              |     |   |   |   |    |   |                  |                |
|                                       |        |          | VENDOR TOTAL           | 5,601.92 |       |              |     |   |   |   |    |   |                  |                |
| <b>MENARDS 000449</b>                 |        |          |                        |          |       |              |     |   |   |   |    |   |                  |                |
|                                       | 42334  | 04/02/15 | ICE MELT               | 8.39     |       | 69413        |     | D | N |   |    |   | GENERAL SUPPLIES | 101.45435.0229 |
|                                       | 42334  | 04/02/15 | ELEC PARTS FOR BLDG    | 24.70    |       | 70161        |     | D | N |   |    |   | MTCE. OF STRUCTU | 101.45427.0225 |
|                                       | 42334  | 04/02/15 | LIGHT BULBS            | 11.98    |       | 70228        |     | D | N |   |    |   | MTCE. OF STRUCTU | 101.45427.0225 |
|                                       | 42334  | 04/02/15 | CLOCK/TARP FOR GARAGE  | 39.97    |       | 70319        |     | D | N |   |    |   | GENERAL SUPPLIES | 101.42412.0229 |
|                                       | 42334  | 04/02/15 | PLUMBING PARTS         | 11.04    |       | 70719        |     | D | N |   |    |   | MTCE. OF STRUCTU | 101.43425.0225 |
|                                       | 42334  | 04/02/15 | SMALL TOOLS            | 40.01    |       | 70780        |     | D | N |   |    |   | SMALL TOOLS      | 101.43425.0221 |
|                                       | 42334  | 04/02/15 | PVC CAPS               | 29.75    |       | 71175        |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.45433.0224 |
|                                       |        |          |                        | 165.84   |       |              |     |   |   |   |    |   |                  |                |
|                                       |        |          | VENDOR TOTAL           | 165.84   |       |              |     |   |   |   |    |   |                  |                |
| <b>MES - MIDAM 002918</b>             |        |          |                        |          |       |              |     |   |   |   |    |   |                  |                |
|                                       | 42335  | 04/02/15 | FREIGHT CHARGES        | 16.31    |       | 00599343 SNV |     | D | N |   |    |   | POSTAGE          | 101.42412.0223 |
| <b>METRO SALES INC 003016</b>         |        |          |                        |          |       |              |     |   |   |   |    |   |                  |                |
|                                       | 42336  | 04/02/15 | COPIER MTCE CHARGE     | 211.14   |       | INV213805    |     | D | N |   |    |   | MTCE. OF EQUIPME | 741.48001.0334 |
| <b>MIDWEST ENV. CONSULTING 003097</b> |        |          |                        |          |       |              |     |   |   |   |    |   |                  |                |
|                                       | 42244  | 03/27/15 | LEAD CLEARANCE         | 4,416.53 |       | 091443       |     | D | N |   |    |   | BUILDINGS AND ST | 450.45427.0551 |
|                                       | 42244  | 03/27/15 | ASBESTOS AIR MONITORIN | 1,297.21 |       | 121457       |     | D | N |   |    |   | BUILDINGS AND ST | 450.45427.0551 |
|                                       |        |          |                        | 5,713.74 |       |              |     |   |   |   |    |   |                  |                |
|                                       |        |          | VENDOR TOTAL           | 5,713.74 |       |              |     |   |   |   |    |   |                  |                |
| <b>MILLER SANITATION 002936</b>       |        |          |                        |          |       |              |     |   |   |   |    |   |                  |                |
|                                       | 42337  | 04/02/15 | GARBAGE SERVICE-APRIL  | 64.74    |       | STMT/4-15    |     | D | N |   |    |   | CLEANING AND WAS | 101.41408.0338 |
|                                       | 42337  | 04/02/15 | GARBAGE SERVICE-APRIL  | 52.70    |       | STMT/4-15    |     | D | N |   |    |   | CLEANING AND WAS | 101.42412.0338 |
|                                       | 42337  | 04/02/15 | GARBAGE SERVICE-APRIL  | 251.31   |       | STMT/4-15    |     | D | N |   |    |   | CLEANING AND WAS | 101.43425.0338 |
|                                       | 42337  | 04/02/15 | GARBAGE SERVICE-APRIL  | 58.64    |       | STMT/4-15    |     | D | N |   |    |   | CLEANING AND WAS | 101.43425.0338 |
|                                       | 42337  | 04/02/15 | GARBAGE SERVICE-APRIL  | 251.60   |       | STMT/4-15    |     | D | N |   |    |   | CLEANING AND WAS | 101.43425.0338 |
|                                       | 42337  | 04/02/15 | GARBAGE SERVICE-APRIL  | 64.74    |       | STMT/4-15    |     | D | N |   |    |   | CLEANING AND WAS | 101.45427.0338 |
|                                       | 42337  | 04/02/15 | GARBAGE SERVICE-APRIL  | 187.80   |       | STMT/4-15    |     | D | N |   |    |   | CLEANING AND WAS | 101.45433.0338 |
|                                       | 42337  | 04/02/15 | GARBAGE SERVICE-APRIL  | 34.50    |       | STMT/4-15    |     | D | N |   |    |   | CLEANING AND WAS | 101.45433.0338 |
|                                       | 42337  | 04/02/15 | GARBAGE SERVICE-APRIL  | 49.67    |       | STMT/4-15    |     | D | N |   |    |   | CLEANING AND WAS | 101.45435.0338 |
|                                       | 42337  | 04/02/15 | GARBAGE SERVICE-APRIL  | 24.34    |       | STMT/4-15    |     | D | N |   |    |   | CLEANING AND WAS | 651.48484.0338 |
|                                       | 42337  | 04/02/15 | GARBAGE SERVICE-APRIL  | 48.67    |       | STMT/4-15    |     | D | N |   |    |   | CLEANING AND WAS | 651.48484.0338 |
|                                       | 42337  | 04/02/15 | GARBAGE SERVICE-APRIL  | 161.04   |       | STMT/4-15    |     | D | N |   |    |   | CLEANING AND WAS | 651.48484.0338 |
|                                       |        |          |                        | 1,249.75 |       |              |     |   |   |   |    |   |                  |                |
|                                       |        |          | VENDOR TOTAL           | 1,249.75 |       |              |     |   |   |   |    |   |                  |                |
| <b>MILLS AUTOMOTIVE GROUP 000432</b>  |        |          |                        |          |       |              |     |   |   |   |    |   |                  |                |
|                                       | 42338  | 04/02/15 | WHEEL BEARING ASSY.    | 122.05   |       | 3221335      |     | D | N |   |    |   | INVENTORIES-MDSE | 101.125000     |

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|--------------------------|--------|----------|--------------------------|----------|-------|--------------|-----|---|---|---|----|---|------------------|----------------|
| MILLS AUTOMOTIVE GROUP   |        |          | 000432                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 42338  | 04/02/15 | WHEEL LUG NUTS           | 83.80    |       | 3225131      |     | D | N |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 42338  | 04/02/15 | OIL LINE                 | 26.81    |       | 3237024      |     | D | N |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 42338  | 04/02/15 | OIL LINE                 | 31.64    |       | 3238320      |     | D | N |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          |        |          |                          | 264.30   |       |              |     |   |   |   |    |   |                  |                |
|                          |        |          | VENDOR TOTAL             | 264.30   |       |              |     |   |   |   |    |   |                  |                |
|                          |        |          |                          |          |       |              |     |   |   |   |    |   |                  | *CHECK TOTAL   |
| MINNEAPOLIS FINANCE DEPA |        |          | 000466                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 42339  | 04/02/15 | AUTO PAWN TRANS FEE      | 75.60    |       | 400413005900 |     | D | N |   |    |   | PROFESSIONAL SER | 101.42411.0446 |
| MN BOARD OF WATER & SOIL |        |          | 003141                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 42240  | 03/19/15 | WETLAND BANK TRANS. FE   | 1,381.10 |       | 031815       |     | D | N |   |    |   | PROFESSIONAL SER | 205.43451.0446 |
| MN DEPT OF HEALTH        |        |          | 000488                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 42245  | 03/27/15 | PLAN REVIEW FEE-1501A    | 150.00   |       | 032715       |     | D | N |   |    |   | LICENSES AND TAX | 415.48451.0445 |
| MN DEPT OF HEALTH        |        |          | 002797                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 42246  | 03/27/15 | PLAN REVIEW FEE-1502     | 150.00   |       | 032715       |     | D | N |   |    |   | LICENSES AND TAX | 415.48451.0445 |
| MN DEPT OF PUBLIC SAFETY |        |          | 002085                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 42340  | 04/02/15 | DANGEROUS DOG TAGS       | 12.00    |       | 032315       |     | D | N |   |    |   | GENERAL SUPPLIES | 101.42411.0229 |
| MN DEPT OF REVENUE       |        |          | 000492                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 210    | 03/19/15 | SALES TAX-FEBRUARY       | 1,267.00 |       | STMT/2-15    |     | M | N |   |    |   | SALES TAX PAYABL | 101.206000     |
|                          | 210    | 03/19/15 | USE TAX-FEBRUARY         | 142.79   |       | STMT/2-15    |     | M | N |   |    |   | SALES TAX PAYABL | 101.206000     |
|                          | 210    | 03/19/15 | USE TAX-FEBRUARY         | 8.94CR   |       | STMT/2-15    |     | M | N |   |    |   | MTCE. OF EQUIPME | 101.41409.0224 |
|                          | 210    | 03/19/15 | USE TAX-FEBRUARY         | 3.86CR   |       | STMT/2-15    |     | M | N |   |    |   | GENERAL SUPPLIES | 101.41409.0229 |
|                          | 210    | 03/19/15 | DIESEL FUEL TAX-FEBRUARY | 7.26     |       | STMT/2-15    |     | M | N |   |    |   | MOTOR FUELS AND  | 101.42411.0222 |
|                          | 210    | 03/19/15 | USE TAX-FEBRUARY         | 0.70CR   |       | STMT/2-15    |     | M | N |   |    |   | GENERAL SUPPLIES | 101.42411.0229 |
|                          | 210    | 03/19/15 | DIESEL FUEL TAX-FEBRUARY | 292.81   |       | STMT/2-15    |     | M | N |   |    |   | MOTOR FUELS AND  | 101.43425.0222 |
|                          | 210    | 03/19/15 | USE TAX-FEBRUARY         | 98.10    |       | STMT/2-15    |     | M | N |   |    |   | MOTOR FUELS AND  | 101.43425.0222 |
|                          | 210    | 03/19/15 | USE TAX-FEBRUARY         | 11.64CR  |       | STMT/2-15    |     | M | N |   |    |   | OFFICE SUPPLIES  | 101.45433.0220 |
|                          | 210    | 03/19/15 | USE TAX-FEBRUARY         | 3.11     |       | STMT/2-15    |     | M | N |   |    |   | MOTOR FUELS AND  | 101.45433.0222 |
|                          | 210    | 03/19/15 | USE TAX-FEBRUARY         | 10.86CR  |       | STMT/2-15    |     | M | N |   |    |   | GENERAL SUPPLIES | 101.45433.0229 |
|                          | 210    | 03/19/15 | DIESEL FUEL TAX-FEBRUARY | 24.26    |       | STMT/2-15    |     | M | N |   |    |   | MOTOR FUELS AND  | 651.48485.0222 |
|                          |        |          |                          | 1,799.33 |       |              |     |   |   |   |    |   |                  |                |
|                          |        |          | VENDOR TOTAL             | 1,799.33 |       |              |     |   |   |   |    |   |                  | *CHECK TOTAL   |
| MN ELEVATOR INC          |        |          | 000499                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 42341  | 04/02/15 | ELEVATOR SERVICE         | 528.00   |       | 616573       |     | D | N |   |    |   | MTCE. OF STRUCTU | 101.41408.0335 |
| MN GFOA                  |        |          | 001324                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 42342  | 04/02/15 | 2015 MEMBERSHIP DUES     | 60.00    |       | 032315       |     | D | N |   |    |   | SUBSCRIPTIONS AN | 101.41405.0443 |
| MN MUNICIPAL UTILITIES A |        |          | 001257                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 42343  | 04/02/15 | DRUG TESTING CONSORTIUM  | 837.00   |       | 44928        |     | D | N |   |    |   | STATE MANDATES/D | 101.43428.0337 |
| MN POLLUTION CONTROL AGE |        |          | 001064                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 42247  | 03/27/15 | PERMIT APPLICATION FEE   | 310.00   |       | 032715       |     | D | N |   |    |   | LICENSES AND TAX | 651.48484.0445 |

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|--------------------------|--------|----------|-------------------------|-----------|-------|---------------|-----|---|---|---|----|---|------------------|----------------|
| MN POLLUTION CONTROL AGE |        |          | 001064                  |           |       |               |     |   |   |   |    |   |                  |                |
|                          | 42344  | 04/02/15 | NPDES PERMIT FEE        | 14,350.00 |       | 4400126909    |     | D | N |   |    |   | LICENSES AND TAX | 651.48484.0445 |
|                          |        |          | VENDOR TOTAL            | 14,660.00 |       |               |     |   |   |   |    |   |                  |                |
| MN STATE PATROL - CMV SE |        |          | 002787                  |           |       |               |     |   |   |   |    |   |                  |                |
|                          | 42345  | 04/02/15 | INSPECTION PRGRM DECALS | 40.00     |       | 031915        |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
| MOSS & BARNETT           |        |          | 001655                  |           |       |               |     |   |   |   |    |   |                  |                |
|                          | 42346  | 04/02/15 | CATV LEGAL SERVICES     | 135.00    |       | 622605        |     | D | N |   |    |   | PROFESSIONAL SER | 101.41406.0446 |
| MUNICIPAL CODE CORPORATI |        |          | 000540                  |           |       |               |     |   |   |   |    |   |                  |                |
|                          | 42347  | 04/02/15 | TABS FOR CODE BOOKS     | 36.78     |       | 00253397      |     | D | N |   |    |   | OFFICE SUPPLIES  | 101.41401.0220 |
| MVTL LABORATORIES INC    |        |          | 000544                  |           |       |               |     |   |   |   |    |   |                  |                |
|                          | 42348  | 04/02/15 | WASTEWATER TESTING      | 45.00     |       | 743339        |     | D | N |   |    |   | PROFESSIONAL SER | 651.48484.0446 |
|                          | 42348  | 04/02/15 | WASTEWATER TESTING      | 45.00     |       | 743898        |     | D | N |   |    |   | PROFESSIONAL SER | 651.48484.0446 |
|                          | 42348  | 04/02/15 | WASTEWATER TESTING      | 381.00    |       | 744270        |     | D | N |   |    |   | PROFESSIONAL SER | 651.48484.0446 |
|                          | 42348  | 04/02/15 | WASTEWATER TESTING      | 45.00     |       | 745217        |     | D | N |   |    |   | PROFESSIONAL SER | 651.48484.0446 |
|                          | 42348  | 04/02/15 | WASTEWATER TESTING      | 439.00    |       | 746619        |     | D | N |   |    |   | PROFESSIONAL SER | 651.48484.0446 |
|                          | 42348  | 04/02/15 | WASTEWATER TESTING      | 45.00     |       | 746719        |     | D | N |   |    |   | PROFESSIONAL SER | 651.48484.0446 |
|                          | 42348  | 04/02/15 | WASTEWATER TESTING      | 45.00     |       | 747682        |     | D | N |   |    |   | PROFESSIONAL SER | 651.48484.0446 |
|                          | 42348  | 04/02/15 | WASTEWATER TESTING      | 439.75    |       | 748233        |     | D | N |   |    |   | PROFESSIONAL SER | 651.48484.0446 |
|                          |        |          | VENDOR TOTAL            | 1,484.75  |       | *CHECK TOTAL  |     |   |   |   |    |   |                  |                |
|                          |        |          |                         | 1,484.75  |       |               |     |   |   |   |    |   |                  |                |
| NCL OF WISCONSIN INC     |        |          | 001627                  |           |       |               |     |   |   |   |    |   |                  |                |
|                          | 42349  | 04/02/15 | LAB SUPPLIES            | 373.01    |       | 352527        |     | D | N |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
| NEW LIFE COMMUNICATIONS  |        |          | 000574                  |           |       |               |     |   |   |   |    |   |                  |                |
|                          | 42350  | 04/02/15 | GAFFERS TAPE            | 239.28    |       | 105071        |     | D | N |   |    |   | GENERAL SUPPLIES | 101.45433.0229 |
|                          | 42350  | 04/02/15 | AV EQUIP MTCE-PARTS     | 1,274.43  |       | 105080        |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.41409.0224 |
|                          | 42350  | 04/02/15 | AV EQUIP MTCE-LABOR     | 420.00    |       | 105080        |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.41409.0334 |
|                          |        |          | VENDOR TOTAL            | 1,933.71  |       | *CHECK TOTAL  |     |   |   |   |    |   |                  |                |
|                          |        |          |                         | 1,933.71  |       |               |     |   |   |   |    |   |                  |                |
| NEXTEL COMMUNICATION     |        |          | 000578                  |           |       |               |     |   |   |   |    |   |                  |                |
|                          | 42351  | 04/02/15 | CELLULAR PHONE USAGE    | 1,843.93  |       | 317498885-082 |     | D | N |   |    |   | COMMUNICATIONS   | 101.41409.0330 |
|                          | 42351  | 04/02/15 | REPL. 2 GET PHONES      | 39.98     |       | 317498885-082 |     | D | N |   |    |   | SMALL TOOLS      | 101.42411.0221 |
|                          |        |          | VENDOR TOTAL            | 1,883.91  |       | *CHECK TOTAL  |     |   |   |   |    |   |                  |                |
|                          |        |          |                         | 1,883.91  |       |               |     |   |   |   |    |   |                  |                |
| NORTH CENTRAL MCA        |        |          | .02236                  |           |       |               |     |   |   |   |    |   |                  |                |
|                          | 42352  | 04/02/15 | SEMINAR REGISTRATIONS   | 200.00    |       | 031915        |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.43425.0333 |
| OFFICE SERVICES          |        |          | 000589                  |           |       |               |     |   |   |   |    |   |                  |                |
|                          | 42353  | 04/02/15 | PHOTO COPIES-MAR        | 14.65     |       | STMT/3-15     |     | D | N |   |    |   | OFFICE SUPPLIES  | 101.41401.0220 |
|                          | 42353  | 04/02/15 | PHOTO COPIES-MAR        | 22.13     |       | STMT/3-15     |     | D | N |   |    |   | OFFICE SUPPLIES  | 101.41401.0220 |
|                          | 42353  | 04/02/15 | PHOTO COPIES-MAR        | 8.03      |       | STMT/3-15     |     | D | N |   |    |   | OFFICE SUPPLIES  | 101.41402.0220 |
|                          | 42353  | 04/02/15 | PHOTO COPIES-MAR        | 24.23     |       | STMT/3-15     |     | D | N |   |    |   | OFFICE SUPPLIES  | 101.41402.0220 |
|                          | 42353  | 04/02/15 | PHOTO COPIES-MAR        | 29.06     |       | STMT/3-15     |     | D | N |   |    |   | OFFICE SUPPLIES  | 101.41403.0220 |



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|--------------------------|--------|----------|-------------------------|-----------|-------|----------------|-----|---|---|---|----|---|------------------|----------------|
| R & R EXCAVATING INC     |        |          | 002098                  |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42243  | 03/25/15 | IND. PARK 4TH ADDITIO   | 98,154.94 |       | 1405/EST. 1    |     | D | N |   |    |   | MTCE. OF OTHER I | 414.48455.0336 |
| RECYCLING ASSOCIATION OF |        |          | 003157                  |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42241  | 03/19/15 | 6 RECYCLING BINS W/SIGN | 840.00    |       | 3375           |     | D | N |   |    |   | CLEANING AND WAS | 101.43425.0228 |
| RICE HOSPITAL            |        |          | 001166                  |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42360  | 04/02/15 | AMBULANCE STANDBY SERV  | 552.00    |       | 5353           |     | D | N |   |    |   | PROFESSIONAL SER | 101.42412.0446 |
| RICE HOSPITAL            |        |          | 002761                  |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42361  | 04/02/15 | BACK SCREEN             | 226.60    |       | 500184360/3-15 |     | D | N |   |    |   | SUBSISTENCE OF P | 651.48484.0227 |
| RICOH USA INC            |        |          | 002101                  |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42362  | 04/02/15 | COPIER LEASE AGRMT      | 632.00    |       | 2101           |     | D | N |   |    |   | RENTS            | 741.48001.0440 |
| ROSENBAUER MINNESOTA LLC |        |          | 003062                  |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42363  | 04/02/15 | #022446-REPL. LIGHT     | 23.40     |       | 0000015940     |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.42412.0224 |
| RULE TIRE SHOP           |        |          | 000665                  |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42364  | 04/02/15 | FLAT REPAIR-LABOR       | 20.00     |       | 1-4155         |     | D | N |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 42364  | 04/02/15 | TIRE PRESSURE SENSOR    | 80.00     |       | 1-4155         |     | D | N |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          |        |          | VENDOR TOTAL            | 100.00    |       | *CHECK TOTAL   |     |   |   |   |    |   |                  |                |
|                          |        |          |                         | 100.00    |       |                |     |   |   |   |    |   |                  |                |
| RUNNING'S SUPPLY INC     |        |          | 001418                  |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42365  | 04/02/15 | FLASHLIGHT              | 15.98     |       | 3622131        |     | D | N |   |    |   | SMALL TOOLS      | 101.43425.0221 |
|                          | 42365  | 04/02/15 | BATTERIES               | 6.57      |       | 3622131        |     | D | N |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          | 42365  | 04/02/15 | TARP STRAPS             | 17.72     |       | 3622237        |     | D | N |   |    |   | SMALL TOOLS      | 101.45433.0221 |
|                          | 42365  | 04/02/15 | TIRES FOR L-SCREEN      | 69.98     |       | 3624445        |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                          | 42365  | 04/02/15 | FILTER FOR SHOP VAC     | 13.99     |       | 3627568        |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.42411.0224 |
|                          | 42365  | 04/02/15 | WHEEL FOR CART          | 69.98     |       | 3628179        |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                          | 42365  | 04/02/15 | BOOTS/GLOVES            | 26.48     |       | 3628533        |     | D | N |   |    |   | SUBSISTENCE OF P | 651.48484.0227 |
|                          | 42365  | 04/02/15 | OFFICE SUPPLIES         | 8.96      |       | 3629519        |     | D | N |   |    |   | OFFICE SUPPLIES  | 651.48484.0220 |
|                          | 42365  | 04/02/15 | SPRING SNAP             | 17.98     |       | 3629519        |     | D | N |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                          | 42365  | 04/02/15 | MARKERS FOR LAB         | 1.79      |       | 3629521        |     | D | N |   |    |   | OFFICE SUPPLIES  | 651.48484.0220 |
|                          |        |          | VENDOR TOTAL            | 249.43    |       | *CHECK TOTAL   |     |   |   |   |    |   |                  |                |
|                          |        |          |                         | 249.43    |       |                |     |   |   |   |    |   |                  |                |
| SCHUELER/ALLEN           |        |          | 002142                  |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42366  | 04/02/15 | MPCA WASTEWATER CONF.   | 187.65    |       | 460            |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 651.48484.0333 |
| SERVICE CENTER/CITY OF W |        |          | 000685                  |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42367  | 04/02/15 | GAS-45.30 GALLONS       | 95.13     |       | STMT/2-15      |     | D | N |   |    |   | MOTOR FUELS AND  | 101.41402.0222 |
|                          | 42367  | 04/02/15 | GAS-12.37 GALLONS       | 25.98     |       | STMT/2-15      |     | D | N |   |    |   | MOTOR FUELS AND  | 101.41408.0222 |
|                          | 42367  | 04/02/15 | DIESEL-22.52 GALLONS    | 47.29     |       | STMT/2-15      |     | D | N |   |    |   | MOTOR FUELS AND  | 101.42411.0222 |
|                          | 42367  | 04/02/15 | GAS-2162.42 GALLONS     | 4,484.96  |       | STMT/2-15      |     | D | N |   |    |   | MOTOR FUELS AND  | 101.42411.0222 |
|                          | 42367  | 04/02/15 | DIESEL-85.86 GALLONS    | 183.53    |       | STMT/2-15      |     | D | N |   |    |   | MOTOR FUELS AND  | 101.42412.0222 |
|                          | 42367  | 04/02/15 | GAS-98.63 GALLONS       | 199.50    |       | STMT/2-15      |     | D | N |   |    |   | MOTOR FUELS AND  | 101.42412.0222 |
|                          | 42367  | 04/02/15 | GAS-72.01 GALLONS       | 154.03    |       | STMT/2-15      |     | D | N |   |    |   | MOTOR FUELS AND  | 101.43417.0222 |
|                          | 42367  | 04/02/15 | DIESEL-2481.28 GALLONS  | 5,170.34  |       | STMT/2-15      |     | D | N |   |    |   | MOTOR FUELS AND  | 101.43425.0222 |

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        |
|--------------------------|--------|----------|------------------------|-----------|-------|--------------|-----|---|---|---|----|---|------------------|----------------|
| SERVICE CENTER/CITY OF W |        |          | 000685                 |           |       |              |     |   |   |   |    |   |                  |                |
|                          | 42367  | 04/02/15 | GAS-892.51 GALLONS     | 1,844.46  |       | STMT/2-15    |     | D | N |   |    |   | MOTOR FUELS AND  | 101.43425.0222 |
|                          | 42367  | 04/02/15 | DIESEL-39.97 GALLONS   | 80.19     |       | STMT/2-15    |     | D | N |   |    |   | MOTOR FUELS AND  | 101.45433.0222 |
|                          | 42367  | 04/02/15 | GAS-81.2 GALLONS       | 157.36    |       | STMT/2-15    |     | D | N |   |    |   | MOTOR FUELS AND  | 101.45433.0222 |
|                          | 42367  | 04/02/15 | DIESEL-85.96 GALLONS   | 176.45    |       | STMT/2-15    |     | D | N |   |    |   | MOTOR FUELS AND  | 651.48485.0222 |
|                          |        |          | VENDOR TOTAL           | 12,619.22 |       | *CHECK TOTAL |     |   |   |   |    |   |                  |                |
|                          |        |          |                        | 12,619.22 |       |              |     |   |   |   |    |   |                  |                |
| SHERWIN WILLIAMS CO      |        |          | 000690                 |           |       |              |     |   |   |   |    |   |                  |                |
|                          | 42368  | 04/02/15 | PAINT FOR SHOP DOORS   | 53.19     |       | 5201-2       |     | D | N |   |    |   | MTCE. OF STRUCTU | 101.43425.0225 |
|                          | 42368  | 04/02/15 | PAINTING SUPPLIES      | 10.18     |       | 5201-2       |     | D | N |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          | 42368  | 04/02/15 | PAINT FOR SHOP DOORS   | 23.09     |       | 5247-5       |     | D | N |   |    |   | MTCE. OF STRUCTU | 101.43425.0225 |
|                          | 42368  | 04/02/15 | PAINT FOR BLDG         | 78.00     |       | 8834-7       |     | D | N |   |    |   | MTCE. OF STRUCTU | 101.45427.0225 |
|                          | 42368  | 04/02/15 | PAINT FOR BLDG         | 188.30    |       | 8904-8       |     | D | N |   |    |   | MTCE. OF STRUCTU | 101.45427.0225 |
|                          | 42368  | 04/02/15 | PAINT FOR SHOP DOORS   | 26.59     |       | 8979-0       |     | D | N |   |    |   | MTCE. OF STRUCTU | 101.43425.0225 |
|                          | 42368  | 04/02/15 | PAINT FOR BLDG         | 78.00     |       | 9043-4       |     | D | N |   |    |   | MTCE. OF STRUCTU | 101.45427.0225 |
|                          | 42368  | 04/02/15 | PAINT FOR BLDG         | 86.24     |       | 9411-3       |     | D | N |   |    |   | MTCE. OF STRUCTU | 101.45427.0225 |
|                          |        |          | VENDOR TOTAL           | 543.59    |       | *CHECK TOTAL |     |   |   |   |    |   |                  |                |
|                          |        |          |                        | 543.59    |       |              |     |   |   |   |    |   |                  |                |
| SHI CORP                 |        |          | 000275                 |           |       |              |     |   |   |   |    |   |                  |                |
|                          | 42369  | 04/02/15 | MICROSOFT SQL SRVR LIC | 1,271.00  |       | B03217329    |     | D | N |   |    |   | OTHER IMPROVEMEN | 101.41409.0554 |
| SMEBY/ROSS               |        |          | 002570                 |           |       |              |     |   |   |   |    |   |                  |                |
|                          | 42370  | 04/02/15 | MILEAGE 3/1-3/31/15    | 132.25    |       | 040215       |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 101.41409.0333 |
| SRF CONSULTING GROUP INC |        |          | 003049                 |           |       |              |     |   |   |   |    |   |                  |                |
|                          | 42371  | 04/02/15 | PARK & REC MASTER PLAN | 1,997.97  |       | 08539.00-7   |     | D | N |   |    |   | PROFESSIONAL SER | 101.45432.0446 |
| STATEWIDE DISTRIBUTING I |        |          | 000718                 |           |       |              |     |   |   |   |    |   |                  |                |
|                          | 42372  | 04/02/15 | CONCESSION SUPPLIES    | 59.40     |       | 099230       |     | D | N |   |    |   | GENERAL SUPPLIES | 101.45433.0229 |
|                          | 42372  | 04/02/15 | CONCESSION SUPPLIES    | 75.00     |       | 099243       |     | D | N |   |    |   | GENERAL SUPPLIES | 101.45433.0229 |
|                          |        |          | VENDOR TOTAL           | 134.40    |       | *CHECK TOTAL |     |   |   |   |    |   |                  |                |
|                          |        |          |                        | 134.40    |       |              |     |   |   |   |    |   |                  |                |
| STEVENS ENGINEERS INC    |        |          | 003126                 |           |       |              |     |   |   |   |    |   |                  |                |
|                          | 42373  | 04/02/15 | MECH. SYSTEM EVAL STU  | 11,130.00 |       | 9942         |     | D | N |   |    |   | BUILDINGS AND ST | 450.45433.0551 |
|                          | 42373  | 04/02/15 | REIMBURSABLE EXPENSES  | 150.68    |       | 9942         |     | D | N |   |    |   | BUILDINGS AND ST | 450.45433.0551 |
|                          |        |          | VENDOR TOTAL           | 11,280.68 |       | *CHECK TOTAL |     |   |   |   |    |   |                  |                |
|                          |        |          |                        | 11,280.68 |       |              |     |   |   |   |    |   |                  |                |
| SURPLUS SERVICES         |        |          | 000717                 |           |       |              |     |   |   |   |    |   |                  |                |
|                          | 42374  | 04/02/15 | TIRES/SPINDLES         | 311.92    |       | 031115       |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                          | 42374  | 04/02/15 | TIRES/SPINDLES         | 311.92    |       | 031815       |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                          |        |          | VENDOR TOTAL           | 623.84    |       | *CHECK TOTAL |     |   |   |   |    |   |                  |                |
|                          |        |          |                        | 623.84    |       |              |     |   |   |   |    |   |                  |                |
| SW - WEST CNTRL SERVICES |        |          | 000892                 |           |       |              |     |   |   |   |    |   |                  |                |
|                          | 42235  | 03/16/15 | HEALTH INSURANCE-APRIL | 720.00    |       | C284         |     | D | N |   |    |   | COBRA INS PREMIU | 101.120001     |
|                          | 42235  | 03/16/15 | HEALTH INSURANCE-APRIL | 3,849.00  |       | C284         |     | D | N |   |    |   | EMPLOYER INSUR.  | 101.41400.0114 |





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        |
|--------------------------|--------|----------|--------------------------|-----------|-------|----------------|-----|---|---|---|----|---|------------------|----------------|
| WILLMAR AUTO VALUE       |        |          | 002689                   |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42388  | 04/02/15 | ENGINE OIL FILTER        | 2.49      |       | 22124980       |     | D | N |   |    |   | MTCE. OF EQUIPME | 651.48486.0224 |
|                          | 42388  | 04/02/15 | WIPER BLADES/PARTS       | 29.96     |       | 22125043       |     | D | N |   |    |   | MTCE. OF EQUIPME | 651.48486.0224 |
|                          | 42388  | 04/02/15 | CAR WASH SUPPLIES        | 42.45     |       | 22125740       |     | D | N |   |    |   | GENERAL SUPPLIES | 101.45433.0229 |
|                          | 42388  | 04/02/15 | CAR WASH SUPPLIES        | 10.18     |       | 22125741       |     | D | N |   |    |   | GENERAL SUPPLIES | 101.45433.0229 |
|                          | 42388  | 04/02/15 | TRUCK HITCH              | 20.98     |       | 22125743       |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.45433.0224 |
|                          |        |          |                          | 364.65    |       |                |     |   |   |   |    |   |                  |                |
|                          |        |          | VENDOR TOTAL             | 364.65    |       |                |     |   |   |   |    |   |                  |                |
|                          |        |          |                          |           |       |                |     |   |   |   |    |   | *CHECK TOTAL     |                |
| WILLMAR CHAMBER OF COMME |        |          | 000812                   |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42389  | 04/02/15 | OFFICE SUPPLIES          | 114.38    |       | CC STMT/2-15   |     | D | N |   |    |   | OFFICE SUPPLIES  | 208.45005.0220 |
|                          | 42389  | 04/02/15 | POSTAGE STAMPS           | 49.00     |       | CC STMT/2-15   |     | D | N |   |    |   | POSTAGE          | 208.45005.0223 |
|                          | 42389  | 04/02/15 | SPACE HEATER             | 42.94     |       | CC STMT/2-15   |     | D | N |   |    |   | GENERAL SUPPLIES | 208.45005.0229 |
|                          | 42389  | 04/02/15 | TOURISM CONF.-PARKING    | 10.00     |       | CC STMT/2-15   |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 208.45005.0333 |
|                          | 42389  | 04/02/15 | TOURISM CONF.-LODGING    | 388.41    |       | CC STMT/2-15   |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 208.45005.0333 |
|                          | 42389  | 04/02/15 | POP FOR COMMITTEE LNCHES | 23.62     |       | CC STMT/2-15   |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 208.45005.0333 |
|                          | 42389  | 04/02/15 | LEISURE COMMITTEE MTG    | 19.03     |       | CC STMT/2-15   |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 208.45005.0333 |
|                          | 42389  | 04/02/15 | LEISURE COMMITTEE MTG    | 25.08     |       | CC STMT/2-15   |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 208.45005.0333 |
|                          | 42389  | 04/02/15 | TABLE FOR SPORTS SHOW    | 226.79    |       | CC STMT/2-15   |     | D | N |   |    |   | TRAVEL-CONF.-SCH | 208.45006.0333 |
|                          | 42389  | 04/02/15 | DIRECTOR SALARY          | 4,207.50  |       | STMT/3-15      |     | D | N |   |    |   | SALARIES-REG. EM | 208.45005.0110 |
|                          | 42389  | 04/02/15 | ASSISTANT SALARY         | 2,288.00  |       | STMT/3-15      |     | D | N |   |    |   | SALARIES-REG. EM | 208.45005.0110 |
|                          | 42389  | 04/02/15 | FICA & INSURANCE         | 1,423.09  |       | STMT/3-15      |     | D | N |   |    |   | EMPLOYER PENSION | 208.45005.0113 |
|                          | 42389  | 04/02/15 | IRA CONTRIBUTION         | 194.86    |       | STMT/3-15      |     | D | N |   |    |   | EMPLOYER PENSION | 208.45005.0113 |
|                          | 42389  | 04/02/15 | STATE UNEMPLOYMENT TAX   | 20.28     |       | STMT/3-15      |     | D | N |   |    |   | EMPLOYER PENSION | 208.45005.0113 |
|                          | 42389  | 04/02/15 | FEDERAL UNEMPLOYMENT TAX | 84.00     |       | STMT/3-15      |     | D | N |   |    |   | EMPLOYER PENSION | 208.45005.0113 |
|                          | 42389  | 04/02/15 | MN WORKFORCE FEE         | 20.28     |       | STMT/3-15      |     | D | N |   |    |   | EMPLOYER PENSION | 208.45005.0113 |
|                          | 42389  | 04/02/15 | PHOTO COPIES-MARCH       | 27.60     |       | STMT/3-15      |     | D | N |   |    |   | OFFICE SUPPLIES  | 208.45005.0220 |
|                          | 42389  | 04/02/15 | PAYROLL/FLEX FEE         | 39.93     |       | STMT/3-15      |     | D | N |   |    |   | OTHER SERVICES   | 208.45005.0339 |
|                          | 42389  | 04/02/15 | OFFICE RENT-MARCH        | 626.61    |       | STMT/3-15      |     | D | N |   |    |   | RENTS            | 208.45005.0440 |
|                          | 42389  | 04/02/15 | WORKER'S COMP PREMIUM    | 153.96    |       | 42052          |     | D | N |   |    |   | PREPAID EXPENSES | 208.128000     |
|                          | 42389  | 04/02/15 | WORKER'S COMP PREMIUM    | 308.08    |       | 42052          |     | D | N |   |    |   | EMPLOYER INSUR.  | 208.45005.0114 |
|                          |        |          |                          | 10,293.44 |       |                |     |   |   |   |    |   |                  |                |
|                          |        |          | VENDOR TOTAL             | 10,293.44 |       |                |     |   |   |   |    |   |                  |                |
|                          |        |          |                          |           |       |                |     |   |   |   |    |   | *CHECK TOTAL     |                |
| WILLMAR DOWNTOWN DEVELOP |        |          | 002348                   |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42390  | 04/02/15 | EXPENSE REIMBURSEMENT    | 2,025.00  |       | 02/20-03/26/15 |     | D | N |   |    |   | CIVIC PROMOTION  | 101.45428.0812 |
| WILLMAR WATER & SPAS     |        |          | 000831                   |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42391  | 04/02/15 | LAB WATER                | 25.00     |       | E27762         |     | D | N |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                          | 42391  | 04/02/15 | LAB WATER                | 36.75     |       | E28119         |     | D | N |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                          | 42391  | 04/02/15 | LAB WATER                | 40.25     |       | E28240         |     | D | N |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                          |        |          |                          | 102.00    |       |                |     |   |   |   |    |   |                  |                |
|                          |        |          | VENDOR TOTAL             | 102.00    |       |                |     |   |   |   |    |   |                  |                |
|                          |        |          |                          |           |       |                |     |   |   |   |    |   | *CHECK TOTAL     |                |
| WINDSTREAM               |        |          | 002100                   |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42392  | 04/02/15 | MONTHLY PHONE SERV-FEB   | 763.19    |       | STMT/2-15      |     | D | N |   |    |   | COMMUNICATIONS   | 101.41409.0330 |
| XEROX BUSINESS SERVICES  |        |          | 000131                   |           |       |                |     |   |   |   |    |   |                  |                |
|                          | 42393  | 04/02/15 | NETWORK SERVICES SUPPORT | 175.00    |       | 1130270        |     | D | N |   |    |   | MTCE. OF EQUIPME | 101.41409.0334 |

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04/02/2015 10:29:33

Vendor Payments History Report  
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR  
GL540R-V07.27 PAGE 22

| VENDOR NAME AND NUMBER | CHECK# | DATE     | DESCRIPTION         | AMOUNT | CLAIM | INVOICE | PO# | F | S | 9 | BX | M | ACCOUNT NAME  | ACCOUNT        |
|------------------------|--------|----------|---------------------|--------|-------|---------|-----|---|---|---|----|---|---------------|----------------|
| YELLOW BIKE PROGRAM    |        |          |                     |        |       |         |     |   |   |   |    |   |               |                |
|                        | 42394  | 04/02/15 | YELLOW BIKE PROGRAM | 500.00 |       | 033115  |     | D | N |   |    |   | OTHER CHARGES | 208.45011.0449 |

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04/02/2015 10:29:33

Vendor Payments History Report  
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR  
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| VENDOR NAME AND NUMBER | CHECK# | DATE | DESCRIPTION | AMOUNT     | CLAIM | INVOICE | PO# | F | S | 9 | BX | M | ACCOUNT NAME | ACCOUNT |
|------------------------|--------|------|-------------|------------|-------|---------|-----|---|---|---|----|---|--------------|---------|
| REPORT TOTALS:         |        |      |             | 584,494.89 |       |         |     |   |   |   |    |   |              |         |

RECORDS PRINTED - 000579

Vendor Payments History Report

FUND RECAP:

| FUND            | DESCRIPTION                  | DISBURSEMENTS |
|-----------------|------------------------------|---------------|
| 101             | GENERAL FUND                 | 283,592.49    |
| 205             | INDUSTRIAL DEVELOPMENT       | 2,977.90      |
| 208             | CONVENTION & VISITORS BUREAU | 14,455.50     |
| 212             | COMMUNITY DEVELOPMENT        | 3,810.38      |
| 230             | WILLMAR MUNICIPAL AIRPORT    | 1,815.30      |
| 350             | RICE HOSPITAL DEBT SERVICE   | 450.00        |
| 413             | S.A.B.F. - #2013             | 6,965.00      |
| 414             | S.A.B.F. - #2014             | 164,512.70    |
| 415             | S.A.B.F. - #2015             | 1,086.41      |
| 450             | CAPITAL IMPROVEMENT FUND     | 41,832.42     |
| 651             | WASTE TREATMENT              | 62,153.65     |
| 741             | OFFICE SERVICES              | 843.14        |
| TOTAL ALL FUNDS |                              | 584,494.89    |

BANK RECAP:

| BANK            | NAME          | DISBURSEMENTS |
|-----------------|---------------|---------------|
| HERT            | HERITAGE BANK | 584,494.89    |
| TOTAL ALL BANKS |               | 584,494.89    |

# City of Willmar, Minnesota Building Inspection Report

From 03/01/2015 To 03/31/2015

| No.   | Date      | Owner and Address   | Legal Description  | Use   | Permit For                                    | Value           | Total Fee   |
|-------|-----------|---|--|---|---|-----------------|-------------|
| 22784 | 3/9/2015  | FILIBERTO GONZALES<br>401 30TH Street NW A-30                 | 95-980-0300<br>L LOT # A-30; B 0<br>WILLMAR REGENCY WEST M | Move/Raze<br>Demolition                         | DEMOLISH 1966<br>MARSHFIELD,12<br>X 68, #6421 | \$0.00          | \$25.00     |
| 22785 | 3/9/2015  | LORIE ENGLUND<br>401 30TH Street NW E-10                      | 95-980-0750<br>L LOT # E-10; B 0<br>WILLMAR REGENCY WEST M | Move/Raze<br>Demolition                         | DEMOLISH,1966,<br>BUDDY,12 X<br>55,BE1230     | \$0.00          | \$25.00     |
| 22806 | 3/27/2015 | STATE OF MINNESOTA<br>MN. DOT<br>2505 TRANSPORTATION Drive NE | 95-901-0300<br>L ; B<br>N 1/2 1/4; S 1; T 119n; R 35w      | Commercial Add/Alter<br>Commercial/Alteration   | MAJOR<br>REMODEL AND<br>EXPANSION             | \$10,323,300.00 | \$55,739.51 |
| 22811 | 3/11/2015 | RIDGEWATER COLLEGE<br>STATE OF MINN.<br>2101 15TH Avenue NW   | 95-909-0093<br>L ; B<br>S 9; T 119N; R 35W                 | Commercial Add/Alter<br>Commercial/Alteration   | MAJOR<br>HYDRONIC<br>REPLACEMENT              | \$868,800.00    | \$7,785.98  |
| 22815 | 3/9/2015  | STEVE WOEHLER<br>1204 PLEASANTVIEW Drive SE                   | 95-672-0230<br>L 3; B 3<br>PLEASANT VIEW 3RD ADDN          | New Single-Family Dwelling<br>New Residence     | NEW HOME<br>AND GARAGE                        | \$243,371.52    | \$2,371.84  |
| 22816 | 3/11/2015 | DICK HALTERMAN<br>1308 ELLA Avenue NW                         | 95-820-1400<br>L pt of 2; B 7<br>THORPE & LIEN'S ADDITION  | Residential Add/Alter<br>Residential/Alteration | REBUILD FLAT<br>ROOF AREA                     | \$6,000.00      | \$160.15    |

| No.   | Date      | Owner and Address   | Legal Description                                    | Use   | Permit For                             | Value        | Total Fee  |
|-------|-----------|---|--|---|--|--------------|------------|
| 22820 | 3/9/2015  | STEVE WOehler<br>1205 PLEASANTVIEW Drive SE                     | 95-672-0400<br>L 10; B 4<br>PLEASANT VIEW 3RD ADDN   | New Single-Family Dwelling<br>New Residence   | NEW HOME<br>AND GARAGE                 | \$243,371.52 | \$2,130.75 |
| 22823 | 3/9/2015  | STEVE WOehler<br>1212 PLEASANTVIEW Drive SE                     | 95-672-0250<br>L 5; B 3<br>PLEASANT VIEW 3RD ADDN    | New Single-Family Dwelling<br>New Residence   | NEW HOME<br>AND GARAGE                 | \$243,371.52 | \$2,130.75 |
| 22838 | 3/11/2015 | LES CHERMAK<br>1701 2ND Avenue SE                               | 95-182-1570<br>L 17; B 10<br>ERICKSON'S 2ND ADDITION | Commercial Add/Alter<br>Commercial/Alteration | REPAIRS TO<br>ROOF AND<br>WALLS        | \$85,000.00  | \$1,351.78 |
| 22839 | 3/11/2015 | HANSEN ADVERTISING<br>BERT HANSEN<br>1030 BUSINESS HIGHWAY 71 N | 95-911-0470<br>L ; B<br>S 11; T 119; R 35            | Commercial Add/Alter<br>Commercial/Alteration | CONSTRUCT<br>BSMT. ACCESS<br>ENCLOSURE | \$12,000.00  | \$314.96   |
| 22842 | 3/11/2015 | STEVEN B & JANE F GAHLON<br>828 PLEASANTVIEW Drive SE           | 95-671-0900<br>L 10; B 5<br>PLEASANT VIEW 2ND ADDN   | Residential Add/Alter<br>Reroofing            | RESIDENTIAL<br>REROOF                  | \$4,052.00   | \$32.03    |
| 22843 | 3/11/2015 | DONALD NELSON<br>824 PLEASANTVIEW Drive SE                      | 95-671-0910<br>L 11; B 5<br>PLEASANT VIEW 2ND ADDN   | Residential Add/Alter<br>Reroofing            | RESIDENTIAL<br>REROOF                  | \$2,700.00   | \$31.35    |
| 22844 | 3/11/2015 | ROLF RASMUSSEN<br>829 PLEASANTVIEW Drive SE                     | 95-671-0620<br>L 12; B 4<br>PLEASANT VIEW 2ND ADDN   | Residential Add/Alter<br>Reroofing            | RESIDENTIAL<br>REROOF                  | \$2,800.00   | \$31.40    |

| No.   | Date      | Owner and Address                                     | Legal Description   | Use   | Permit For   | Value       | Total Fee |
|-------|-----------|---|---|---|--|-------------|-----------|
| 22845 | 3/11/2015 | EVELYNN SANDBERG<br>617 17TH Street SW                | 95-040-0510<br>L 12; B 5<br>BARNSTAD'S ADDITION             | Residential Add/Alter<br>Reroofing              | RESIDENTIAL<br>REROOF                                  | \$3,200.00  | \$31.60   |
| 22846 | 3/27/2015 | KFC<br>929 1ST Street S                               | 95-250-2030<br>L 11-13 & pt of 14; B 9<br>GLARUM'S ADDITION | Commercial Add/Alter<br>Commercial/Alteration   | KITCHEN<br>REMODEL/<br>INTERIOR<br>REMODEL             | \$40,040.00 | \$834.71  |
| 22847 | 3/17/2015 | R & S PROPERTIES<br>SCOTT OUREN<br>707 18TH Street SW | 95-760-0080<br>L 8; B 0<br>SUMMIT ADDITION                  | Residential Add/Alter<br>Residential/Alteration | INSTALL<br>EGRESS<br>WINDOW/<br>FINISH BSMT<br>BEDROOM | \$3,300.00  | \$123.80  |
| 22851 | 3/19/2015 | AEHD LLC<br>921 6TH Street SW                         | 95-090-1100<br>L 10; B H<br>BOOTH'S ADDITION                | Residential Add/Alter<br>Repair                 | REPLACE<br>BURNED ROOF,<br>REPAIR FIRE<br>DAMAGE       | \$40,000.00 | \$698.65  |
| 22853 | 3/17/2015 | PAUL DANIELSON<br>108 RICE Avenue SW                  | 95-280-2890<br>L PT OF 5-6; B 16<br>HANSON'S ADDITION       | Residential Add/Alter<br>Reroofing              | RESIDENTIAL<br>REROOF                                  | \$3,500.00  | \$31.75   |
| 22856 | 3/19/2015 | TOMMY & AMY MOLASH<br>716 ELLA Avenue NW              | 95-540-0370<br>L PT OF 3,4,12; B 3<br>NELSON'S ADDITION     | Residential Add/Alter<br>Reroofing              | RESIDENTIAL<br>REROOF                                  | \$2,000.00  | \$31.00   |
| 22859 | 3/23/2015 | DAIRY QUEEN RESTAURANT<br>2020 HIGHWAY 12 E           | 95-913-1270<br>L ; B<br>S 13; T 119N; R 35W                 | Commercial Add/Alter<br>Fire Sprinkler          | INSTALL ANSUL<br>R-120 SYSTEM                          | \$1,800.00  | \$94.54   |

| No.   | Date      | Owner and Address  | Legal Description  | Use                                    | Permit For                             | Value      | Total Fee |
|-------|-----------|--|--|--|--|------------|-----------|
| 22860 | 3/30/2015 | RICE HOSPITAL<br>CITY OF WILLMAR<br>301 BECKER Avenue SW | 95-003-5970<br>L 0; B 0<br>ORIGINAL CITY                       | Commercial Add/Alter<br>Fire Sprinkler | FIRE<br>SPRINKLER<br>INSTALLATION      | \$8,824.00 | \$251.50  |
| 22864 | 3/23/2015 | JULIE MICHELLE MESSENBRINK<br><br>1100 DANA Drive SE     | 95-143-0010<br>L 1; B 1<br>DANA HEIGHTS 2ND                    | Residential Add/Alter<br>Reroofing     | RESIDENTIAL<br>REROOF                  | \$8,200.00 | \$34.10   |
| 22871 | 3/30/2015 | JERAMY SIETSEMA<br><br>701 18TH Street SW                | 95-760-0090<br>L 9-10; B 0<br>SUMMIT ADDITION                  | Residential Add/Alter<br>Reroofing     | RESIDENTIAL<br>REROOFING               | \$2,500.00 | \$31.25   |
| 22872 | 3/27/2015 | TERRY QUAM<br><br>921 MEADOW Lane SW                     | 95-600-0150<br>L 15 & PT OF 16; B 2<br>ORCHARD HILL, NURSERY A | Residential Add/Alter<br>Deck          | CONSTRUCT<br>12'X10' & 8'X24'<br>DECKS | \$3,120.00 | \$123.71  |
| 22873 | 3/30/2015 | HARLAN ROHNER<br><br>2987 HIGHWAY 12 W                   | 95-916-5340<br>L ; B<br>S 16; T 119N; R 35W                    | Commercial Add/Alter<br>Reroofing      | REROOF BLDG<br>WITH NEW<br>STEEL       | \$3,300.00 | \$145.61  |
| 22877 | 3/31/2015 | WALTER FREIBORG<br><br>281 23RD Street SE                | 95-668-0010<br>L 1; B 1<br>PHEASANT RUN                        | Residential Add/Alter<br>Reroofing     | RESIDENTIAL<br>REROOF                  | \$2,500.00 | \$31.25   |

| No.   | Date | Owner and Address | Legal Description | Use | Permit For | Value           | Total Fee   |
|---|------|-------------------|-------------------|-----|------------|-----------------|-------------|
| Current Year Current Month Totals                   |      |                   |                   | 26  |            | \$12,157,050.56 | \$74,593.97 |
| Previous Year Current Month Valuation               |      |                   |                   |     |            | \$751,860.41    |             |
| Current YTD Valuation From 01/01/2015 To 03/31/2015 |      |                   |                   |     |            | \$18,550,088.37 |             |
| Previous YTD Valuation                              |      |                   |                   |     |            | \$1,510,686.30  |             |

MINUTES  
WILLMAR POLICE COMMISSION  
Monday, February 2, 2015

The annual mandatory meeting of the Willmar Police Civil Service Commission was held on Monday, February 2, 2015, at 3:45 p.m., at the Law Enforcement Center in Willmar.

Present were Police Civil Service Commission members Dennis Anfinson, Cassie Akerson and Kathy Schwantes. Police Chief Jim Felt and Administrative Assistant Sue Edwards were also present.

The meeting was called to order by President Anfinson at 3:48 p.m.

A motion was made by Commissioner Akerson, seconded by Commissioner Schwantes, to approve the December 11, 2014 minutes, as written. **Motion carried.**

Election of officers was held, with the positions rotating as follows: President – Cassie Akerson; Vice President – Kathy Schwantes; and Secretary – Dennis Anfinson. A motion was made by Commissioner Schwantes, seconded by Commissioner Akerson, to approve the elections as stated. **Motion carried.**

The Commission reviewed the current Police Civil Service Rules and Regulations. Discussion on whether promotional positions should require a six-month probationary period (which would coincide with the Department Heads, Supervisors and Confidential Employees contract) or a one-year probationary period. The Commission felt it should remain a one-year probationary period.

After discussion, Commissioner Schwantes made a motion, seconded by Commissioner Akerson, that the Rules and Regulations remain as stated, with the exception of updating the Chief's signature on the job descriptions. **Motion carried.**

Miscellaneous

Chief Felt informed the Commission that Samuel Schaeffbauer, previously a Community Service Officer for the Police Department, had started today as a full-time police officer. He explained that this brings the PD up to full authorized staff of 32.

Chief Felt explained that he received permission from City Administrator Stevens to hire another CSO to replace Schaeffbauer. Interviews had previously been completed with law enforcement students from Ridgewater College who were interested in the Community Service Officer position. Lucas Gronli has been hired as the new CSO and will begin on February 4<sup>th</sup>.

On January 18<sup>th</sup>, Michael Anderson started as Captain and Chad Nelson as Patrol Sergeant. Nelson had been filling in for the Detective unit due to vacations and training, so his first day on the road was February 1<sup>st</sup>. He will take over Sgt. Lange's patrol shift until Lange is cleared to come back from his arm injury, which may be another 4-6 weeks. The

Community Resource Sergeant position will not be filled until that time. Captain Anderson is picking up some of those duties in the interim.

K-9 Axel has been getting acclimated to Officer Flatten and his family. They will be attending narcotics training for four weeks in February in Maple Grove, MN.

Officer Sam Neubauer will complete a two-week DARE training program this week, at which time he will be able to teach DARE classes, when needed, to help out the School Resource Officers.

Chief Felt updated the Commission on the Police Explorer program. There are currently 15 members; 7 females and 8 males. Sgt. Jahnke, Detective Van der Hagen, and Officer Hay are overseeing the program. They meet the second and fourth Monday of every month.

Discussion on whether the Police Department will ever get back up to 34 officers, enabling them to resume some of the programs that were cut due to a shortage of officers. Chief Felt informed the Commission that the department recently re-organized the patrol unit, going from 4-person teams with an overlap car, to 5-person teams without an overlap car. Hopefully this will cut back on overtime and shifts having to be changed for coverage. He also explained the department receives numerous requests for public speaking and/or presentations, which he tries to rotate among the officers. He informed the Commission that the Police Department had received 18,082 calls for service in 2014, indicating the department handles approximately 50 calls a day.

Chief Felt thanked Commission members for giving their time to the Police Civil Service Commission.

Commissioner Akerson turned over all documentation relating to matters with a previous PD employee, which will be filed with the Police Commission archives.

There being no further business, President Anfinson adjourned the meeting at 4:25 p.m.

/sae

WILLMAR COMMUNITY & ACTIVITY CENTER COUNCIL

Friday March 13, 2015

Members Present: Diane Shuck, Tim Johnson, Claudia Cederstrom, Darlene Schroeder, Phyllis Williams and Ernie Carlson  
Staff: Jena Tollefson, Tammy Rudningen, Rob Baumgarn, Pam Vruwink and Steve Brisendine  
Guests: George Davies and Larry Nelson

The meeting was called to order at 9:00am by Chair Claudia Cederstrom

1. **Welcome and Introduction:**

2. **WCAC Facility Use Policy/Fee Schedule-**Rob Baumgarn gave updates as to the scheduling of the facility and the proposed policy and fee schedule to follow for 2015. Brisendine informed the council that the scheduling of the facility on days the clubs holds it events/dances (Wednesday/Friday) had some conflicts for 2015. Going forward staff will not schedule use of the areas that the club needs to operate their programs during the times of usage. That would not impact morning use of the facility on either Wednesday or Friday.

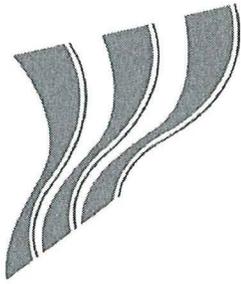
Darlene Schroeder requested more information as to the uses of the facility as it was just given in lump sum vs broken out by users, days of the week and whether it was during normal operating hours or after hours. Staff will provide more information at future meetings around the use of the facility. Members also asked to break out costs on actual expenses and revenues collected for events. There was also discussion about the value of the facility (\$413,600 taxable) and how do you bring that information into the equation of usage.

There was a question regarding the policy of a two day notice for cancellation and whether or not that is fair to those that have reserved the facility. Staff will review that information and most likely bring back different language in the next draft of this policy. There was also a question about the use of the kitchen and what is and is not allowed when using the kitchen. It is basically a catering kitchen and would not be used for prep of food. Bringing in crockpots should be an allowable option but if the dishwasher is to be used a staff member should be on site to assist with the use of that equipment. All renters are responsible for having all the necessary permits to operate the kitchen as per county requirements.

3. **Facility Use:** Baumgarn provided information about the number of rentals and programs offered at the WCAC this past month. Staff will break down this information for future reports allowing the council to have more information regarding the different uses and users of the facility.
4. **Program Update:** Tammy Rudningen offered up some program updates including the “Last Keeper of the Lighthouse” program that was held recently. She also asked for assistance in planning upcoming programs and how it is very helpful if anyone has program ideas that if they had a leader in mind for the program it would be even better.
5. **Senior Club Update:** Phyllis Williams asked about the extra coffee carafes and pots and whether or not they could be disposed of. After talking this over with staff at City Hall it was determined that the club could discard any of these items no longer needed. Ernie Carlson mentioned conflicts with other users during club events and what areas of the building the club needs for its events. Staff will minimize the use of the facility in the future during club events, although it was agreed to that some programs compliment the clubs usage and thus could take place during the clubs events.
6. **Other:** Recognized visitors Larry Nelson and George Davies to see if they had anything to comment upon. They just mentioned that the committee covered some important issues and the conversation was important to the operation of the facility.

Next meeting will be April 10, 9:00am in the Sunshine Room-WCAC

Submitted by Steve Brisendine-WCER Director



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

**Agenda Item Number:** 7

**Meeting Date:** April 6, 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:** Public Hearing on the Adoption of the 2015 Building Code

**Recommended Action:** Recommend that the Ordinance be adopted, assigned a number, and published.

**Background/Summary:** The State of Minnesota has finalized the 2015 Building Code. The next step in the process is for governmental units to adopt the Code. It is proposed that only the mandatory Code sections be adopted.

**Alternatives:** To delay adoption

**Financial Considerations:** No fee changes are proposed

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

**Signature:**

**Comments:**

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

**AN ORDINANCE ADOPTING THE MINNESOTA STATE BUILDING CODE**

This Ordinance: provides for the application, administration, and enforcement of the Minnesota State Building Code by regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of all buildings and/or structures in the Municipality; provides for the issuance of permits and collection of fees thereof; provides penalties for violation thereof; repeals all Ordinances and parts of Ordinances that conflict therewith. This Ordinance shall perpetually include the most current edition of the Minnesota State Building Code with the exception of the optional appendix chapters. Optional appendix chapters shall not apply unless specifically adopted.

The City Council of the City of Willmar does ordain as follows:

Section 1. Codes Adopted by Reference. The Minnesota State Building Code, as adopted by the Commissioner of Labor and Industry pursuant to Minnesota Statutes chapter 16B.59 to 16B.75, including all of the amendments, rules and regulations established, adopted and published from time to time by the Minnesota Commissioner of Labor and Industry, through the Building Codes and Standards Unit, is hereby adopted by reference with the exception of the optional chapters, unless specifically adopted in this ordinance.

Section 2. Application, Administration and Enforcement. The application, administration, and enforcement of the code shall be in accordance with Minnesota State Building Code. The code shall be enforced within the extraterritorial limits permitted by Minnesota Statutes, 16B.62, subdivision 1, when so established by this ordinance.

This code enforcement agency of this municipality is called the Department of Planning and Development Services. This code shall be enforced by the Minnesota Certified Building Official designated by this Municipality to administer the code (Minnesota statute 16.B.70) subdivision 1.

Section 3. Permits and Fees. The issuance of permits and the collection of fees shall be as authorized in Minnesota Statutes, 16B.62, subdivision 1. Permit fees shall be assessed for work governed by this code in accordance with the fee schedule adopted by the municipality in Appendix A. In addition, a surcharge fee shall be collected on all permits issued for work governed by this code in accordance with Minnesota statute 16B.70.

Section 4. Violations and Penalties. A violation of the code is a misdemeanor (Minnesota statutes 16B.69).

Section 5. Building Code Optional Chapters. The Minnesota State Building Code, established pursuant to Minnesota Statutes 16B.59 to 16B.75 allows the Municipality to adopt by reference and enforce certain optional chapters of the most current edition of the Minnesota State Building Code.

Section 6. Repeals. Ordinance No. 1265 adopted August 6, 2007 is hereby repealed in its entirety.

Section 7. Effective Date. This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance was introduced by Councilmember: Fagerlie

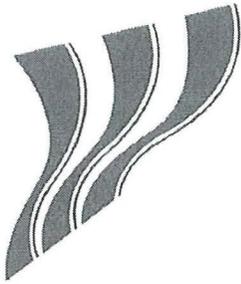
This Ordinance was introduced on: February 17, 2015

This Ordinance was published on: March 16, 2015

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

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

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



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

**Agenda Item Number:** 9

**Meeting Date:**

**Attachments:** Yes X No

**CITY COUNCIL ACTION**

**Date:** April 6, 2015

- Approved       Denied  
 Amended       Tabled  
 Other

**Originating Department:** Administration

**Agenda Item:** Update on 2015 Legislative Session

**Recommended Action:** Receive for Information

**Background/Summary:**

Representative Dave Baker will be present to provide an update on the 2015 House Legislative Session.

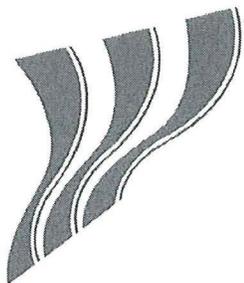
**Alternatives:** N/A

**Financial Considerations:** N/A

**Preparer:** C. Stevens

**Signature:**

**Comments:**



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 10

Meeting Date: April 6, 2015

Attachments: Yes  No

CITY COUNCIL ACTION

Date: April 6, 2015

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

Originating Department: Information Systems

Agenda Item: Repeal the Resolution for addition of a Fourth Channel to the Willmar Regional Access Channels

Recommended Action: Repeal the resolution adding a fourth channel addition to the Willmar Regional Access Channels

Background/Summary: On January 12, 2015 a resolution on the addition of the fourth channel for the Willmar Regional Access Channels was passed prior to Charter Communications and Windstream receiving the notification letter on the resolution. Pursuant to the Cable Franchise Ordinance, Charter and Windstream need to be given the opportunity to be heard before the council on the need for a fourth channel. Representatives from Charter will be present at a later council meeting date to discuss the need for a fourth channel to the City Council before the resolution is re-introduced.

Alternatives:

Financial Considerations: None

Preparer: Ross Smeby

Signature: 

Comments:

## PUBLIC WORKS/SAFETY COMMITTEE

### MINUTES

The Public Works/Safety Committee of the Willmar City Council met on Tuesday, March 24, 2015, in Conference Room No. 1 at the City Office Building.

|          |                  |       |            |
|----------|------------------|-------|------------|
| Present: | Ron Christianson | ..... | Chair      |
|          | Audrey Nelsen    | ..... | Vice Chair |
|          | Rick Fagerlie    | ..... | Member     |
|          | Denis Anderson   | ..... | Member     |

Others present: Council Member Jim Dokken, Director of Public Works Sean Christensen; Chief of Police Jim Felt; Paul Jurek, Bollig Engineering, 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 Update (Information)

Police Chief Jim Felt noted the jail census for March 24, 2015 was 151; 80 inmates from the Department of Corrections, and 71 inmates from Kandiyohi County. The calls for service for the previous two weeks totaled 729. The majority of the calls were for traffic stops, followed by public assists and traffic crashes. It was noted public assist calls include various situations such as debris on the street, individuals walking on the road, as well as bats in a house. The total calls for service so far this year totals 3,733, which is about 80 calls ahead of 2014.

#### Item No. 4      MinnWest Lift Station/Lakeland Drive Improvements Project Update (Motion)

Paul Jurek, of Bollig Engineering, presented the MinnWest Lift Station/Lakeland Drive improvements project update and requested approval of the Certificate of Substantial Completion. The City Council entered into an agreement with Duininck, Inc. on June 16, 2014 for the construction of the lift station. Successful startup of the lift station occurred on February 12, 2015 and a walk through was completed at that time, with a punchlist created of minimal items needing attention by the Contractor. Mr. Jurek noted the building is approximately a 20x20 size and is heated, with the previous building demolition is scheduled for this spring. The lift station can also be controlled remotely at the Wastewater Treatment Facility via a computer. Overall the project is slightly under budget, including two Change Orders and a five percent contingency.

A motion was made by Council Member Anderson, seconded by Council Member Nelsen to approve the Certificate of Substantial Completion of the project and authorize signatures. The motion carried.

#### Item No. 5      Request to Purchase/Replace Floor Scrubber (Motion)

Staff presented, for approval, the purchase and replacement of a riding floor scrubber at the Civic Center from Hillyard in the amount of \$15,872.00. Two quotes were solicited for an Avenger Floor Scrubber; one noted from Hillyard, and one from Nilfisk-Advance, Inc. in the amount of \$17,779.00. The current floor scrubber unit is 11 years old and in poor condition. The 2015 CIP includes \$13,500 for the purchase and Hillyard is giving a \$1,750 trade allowance for the current unit, with the remaining \$622 being paid from the Civic Center operating budget.

A motion was made by Council Member Anderson, seconded by Council Member Nelsen to approve the purchase of an Avenger Floor Scrubber for the Civic Center from Hillyard in the amount of \$15,872.00. The motion carried.

Item No. 6      1407 Project Final (Resolution)

Staff brought forth, for approval, the acceptance of Project No. 1407 and to authorize final payment to Zenergy, LLC in the amount of \$3,174.45. The project was awarded on June 16, 2014 to Zenergy, LLC for the street lighting of Willmar Avenue SW from 22<sup>nd</sup> Street to 30<sup>th</sup> Street. The funding associated with the project is from Local Option Sales Tax and is within the project budget.

A motion was made by Council Member Fagerlie, seconded by Council Member Anderson to accept Project No. 1407 and authorize final payment to Zenergy, LLC in the amount of \$3,174.45. The motion carried.

Item No. 7      Request to Purchase/Replace One Ton Truck (Resolution)

Staff brought forth, for approval, the purchase/replacement of a one ton Ford F-350 truck with dump body. The total cost of the truck totals \$40,668.76; \$26,665.76 from Nelsen Auto Center through Southwest West Central Service Cooperative for the F-350 truck chassis, and \$14,003.00 from Tow Master, Inc. to replace the dump body through State Contract #84884. The current 2003 Ford F-350 has reached its useful life with the engine using oil and the interior in poor condition and will be sold at the City Auction. The 2015 CIP incudes \$47,000 for the replacement of the equipment, and tax and license will be added at a later date for the truck chassis portion.

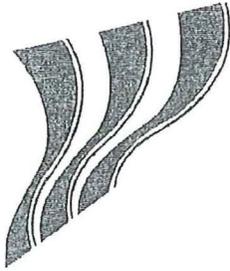
A motion was made by Council Member Nelsen, seconded by Council Member Anderson to approve the purchase/replacement of the Ford F-350 truck with dump body in the amount of \$40,668.76. The motion carried.

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

Respectfully submitted,



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



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4

Meeting Date: March 24, 2015

Attachments:  Yes  No

CITY COUNCIL ACTION

Date:

- Approved  Denied  
 Amended  Tabled  
 Other

Originating Department: Engineering

**Agenda Item:** Receive MinnWest Lift Station/Lakeland Drive Improvements Project Status/Budget Update and Approve Substantial Completion

**Recommended Action:** Receive for information and approve substantial completion

**Background/Summary:** The City Council entered into an agreement with Duinick, Inc. on June 16, 2014, for the construction of the MinnWest Lift Station/Lakeland Drive Improvements Project. Successful start-up of the Lift Station occurred on February 12, 2015. A walk-through inspection was completed at that time, and a punchlist was created with minimal items needing attention by the Contractor. It is Bollig Inc's recommendation to grant substantial completion on the project.

**Alternatives:** N/A

**Financial Considerations:** N/A

**Preparer:** Paul Jurek, P.E., Project Engineer  
Bollig Inc

**Signature:** 

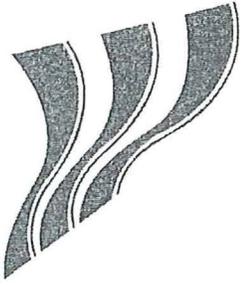
**Comments:**

**Total Project Costs**  
**Lakeland Drive Interceptor/MinnWest Lift Station Project**  
**March 3, 2014**

| Item   | Total Project Costs | Interceptor/Lift Station (PFA Eligible) | City Funds Municipal State Aid | City Funds (LOST) |
|--|---------------------|---|--------------------------------|-------------------|
| Total Base Bid + Alternative A + Alternative B (Duninck Inc)                         | \$2,421,172.50      | \$2,421,172.50                          |                                |                   |
| Engineering (Original Contract)  | \$320,261.00        | \$110,000.00                            | \$170,261.00                   | \$40,000.00       |
| Amendment No. 1 (Investigation of Elimination of MinnWest Lift Station)              | \$27,000.00         | \$27,000.00                             |                                |                   |
| Amendment No. 2 (Scope Revision to Mill and Overlay)                                 | \$66,651.96         | \$36,651.96                             | \$28,000.00                    | \$2,000.00        |
| Proposed Amendment No. 3 (Separate Lift Station from Mill & Overlay/Add CIPP Lining) | \$28,716.00         | \$16,716.00                             | \$12,000.00                    |                   |
| Proposed Amendment No. 4 (Construction Related Services)                             | \$185,800.00        | \$185,800.00                            |                                |                   |
| Televising July 2013   | \$5,504.94          | \$5,504.94                              |                                |                   |
| Cleaning and Televising December 2013  | \$19,027.70         | \$19,027.70                             |                                |                   |
| Administration   | \$5,000.00          | \$5,000.00                              |                                |                   |
| Finance  | \$30,000.00         | \$30,000.00                             |                                |                   |
| Subtotal   | \$3,109,134.10      | \$2,856,873.10                          | \$210,261.00                   | \$42,000.00       |
| Contingency @ 5%   | \$142,843.66        | \$142,843.66                            | \$0.00                         | \$0.00            |
| Total  | \$3,251,977.76      | \$2,999,716.76                          | \$210,261.00                   | \$42,000.00       |

Total Project Costs  
Lakeland Drive Interceptor/MinnWest Lift Station Project  
March 24, 2015

| Item  | Total Project Costs | Interceptor/Lift Station (PFA Eligible) | City Funds Municipal State Aid | City Funds (LOST) |
|---|---------------------|---|--------------------------------|-------------------|
| Original Total Base Bid + Alternative A + Alternative B (Duininck Inc)      | \$2,421,173         | \$2,421,173                             |                                |                   |
| Change Order No. 1  | (\$34,020)          | (\$34,020)                              |                                |                   |
| Change Order No. 2  | \$18,659            | \$18,659                                |                                |                   |
| Engineering (Original Contract)   | \$320,261           | \$110,000                               | \$170,261                      | \$40,000          |
| Amendment No. 1 (Investigation of Elimination of MinnWest Lift Station)     | \$27,000            | \$27,000                                |                                |                   |
| Amendment No. 2 (Scope Revision to Mill and Overlay)                        | \$66,652            | \$36,652                                | \$28,000                       | \$2,000           |
| Amendment No. 3 (Separate Lift Station from Mill & Overlay/Add CIPP Lining) | \$28,716            | \$16,716                                | \$12,000                       |                   |
| Amendment No. 4 (Construction Related Services)                             | \$185,800           | \$185,800                               |                                |                   |
| Televising July 2013  | \$5,505             | \$5,505                                 |                                |                   |
| Cleaning and Televising December 2013                                       | \$19,028            | \$19,028                                |                                |                   |
| Administration  | \$5,000             | \$5,000                                 |                                |                   |
| Legal/Finance   | \$12,165            | \$12,165                                |                                |                   |
| Subtotal  | \$3,075,938         | \$2,823,677                             | \$210,261                      | \$42,000          |
| Contingency   | \$176,323           | \$176,323                               | \$0                            | \$0               |
| Total   | \$3,252,261         | \$3,000,000                             | \$210,261                      | \$42,000          |



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 5

Meeting Date: March 24, 2015

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: April 6, 2015

Approved  Denied  
 Amended  Tabled  
 Other

Originating Department: Civic Center

Agenda Item: Request to Purchase/Replace a Riding Floor Scrubber

Recommended Action: Approve the purchase/replacement for a riding floor scrubber at the Civic Center from Hillyard in the amount of \$15,872.00.

Background/Summary: Two quotes were solicited for the purchase/replacement of an Avenger Floor Scrubber at the Civic Center; one from Hillyard in the amount of \$15,872.00, and one from Nilfisk-Advance, Inc. in the amount of \$17,779.00. The current floor scrubber unit is 11 years old and is in poor condition.

Alternatives: 1. Keep the current floor scrubber.  
2. Purchase the floor scrubber at a later date.

Financial Considerations: The 2015 Capital Outlay Program has included \$13,500.00 for the purchase and replacement of the floor scrubber. Hillyard is giving a \$1,750.00 trade allowance for the current floor scrubber, and the remaining \$622.00 will be paid from the Civic Center operating budget.

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

Signature: 

Comments: Vehicle/Equipment Replacement Policy objective is to reduce annual maintenance and replacement costs of all City equipment. These objectives will be met through the systematic maintenance, upgrade, and/or replacement of equipment.



**WILLMAR**

**PUBLIC WORKS**

# Memorandum

**DIRECTOR/CITY ENGINEER**  
City Office Building  
Box 755 320-235-4202  
**STREET/PARK SUPERINTENDENT**  
801 W. Hwy. 40 320-235-3827  
**WASTEWATER TREATMENT**  
3000 75th St. SW 320-235-4760  
Willmar, Minnesota 56201  
Fax 320-235-4917  
www.ci.willmar.mn.us

**To: Charlene Stevens, City Administrator**

**From: Sean E. Christensen, Public Works Director**

**Date: March 18, 2015**

**RE: Purchase of a Floor Scrubber**



Staff is in the process of proceeding with the purchase and replacement of a riding floor scrubber for the Civic Center in accordance with the 2015 Capital Outlay Program.

I am requesting approval to replace the current unit for \$15,872.00 from Hillyard for an Avenger X2805C riding floor scrubber. Please be advised the 2015 Capital Outlay Program has included \$13,500 for replacement of the above stated equipment. The remainder of the balance will be covered with the trade in allowance from Hillyard in the amount of \$1,750 for the current unit and \$622 to be paid out of the Civic Center operating budget.

Please let me know if you concur with this submittal.

kd

Approval: \_\_\_\_\_





HILLYARD / HUTCHINSON  
 26 MICHIGAN STREET SE  
 HUTCHINSON MN 55350

Phone: 800 423 3550  
 Fax: 320 234 6452

# Quotation

**Sold-to Party Address**  
 WILLMAR CIVIC CENTER  
 2707 ARENA AVENUE  
 WILLMAR MN 56201  
  
 Customer Phone: (320) 235-1454

[www.hillyard.com](http://www.hillyard.com)

**Information**  
 Quotation No. 100319622  
 Valid from 02/02/2015 to 03/19/2015  
 Document Date 02/02/2015  
 Customer No. 200641  
 Customer P.O.  
 Sales Rep Chris Braun  
 Phone 800-423-3550  
 Extension  
 Ship By Ground Standard

Entered By: GRGI

Page 1 of 1

**Quotation Details**

| Item | Material Description  | Quantity | Unit Price | Amount    |
|------|---|----------|------------|-----------|
| 0010 | ADV601635<br>ADVENGER X2805C 310AH SHELF CHGR BRUSHS<br>Trade in 2003 rider scrubber = \$1,000<br>Grand total due = \$14,872.00<br><br>Applicable taxes may be applied. | 1 EA     | 15,872.00  | 15,872.00 |

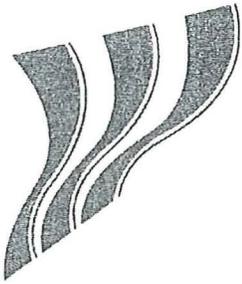
NILFISK-ADVANCE, INC. QUOTATION

#

|             |   |                     |  |
|-------------|---|---------------------|--|
| <b>FOR</b>  | <b>wilmar Civic Center</b><br>Wilmar, Mn. | <b>SUBMITTED BY</b> | Nilfisk-Advance, Inc.<br>(Formerly - Advance Machine Company)<br>14600 21st Avenue North<br>Plymouth, MN 55447 |
| <b>ATTN</b> | Troy Ciernia                              |                     |  |

| QTY | DESCRIPTION  | ORDER NO. | UNIT COST | TOTAL COST  |
|-----|--|-----------|-----------|-------------|
| 1   | <b>Advenger Scrubber</b><br><br>Part Number 56601635 |           |           | \$17,779.00 |
|     | <b>Total</b>   |           |           |             |

|                             |                              |                    |                   |
|-----------------------------|------------------------------|--------------------|-------------------|
| <b>EQUIPMENT AS ABOVE</b>   | FOB Destination<br>48 States | <b>PREPARED BY</b> | D.K. Hamel<br>By: |
| <b>TERMS</b>                | Net 30                       | <b>ACCEPTED BY</b> |                   |
| <b>SUBJECT TO STATE TAX</b> | Yes                          | <b>DATE</b>        |                   |
| <b>DELIVERY DATE</b>        | 30 Days ARO                  |                    |                   |



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 10

Meeting Date: March 24, 2015

Attachments:  Yes No

CITY COUNCIL ACTION

Date: April 6, 2015

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

Originating Department: Engineering

Agenda Item: Accept Project and Authorize Final Payment Project No. 1407

Recommended Action: Accept Project No. 1407 and authorize final payment to Zenergy, LLC in the amount of \$3,174.45.

Background/Summary: Project No. 1407 was awarded on June 16th, 2014 to Zenergy, LLC and included the street lighting of Willmar Avenue SW from 22<sup>nd</sup> Street to 30<sup>th</sup> Street. The final pay request is hereby submitted for consideration.

Alternatives: NA

Financial Considerations: The funding associated with the project is from Local Option Sales Tax and is within the project budget.

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

Signature:

Comments:

CONTRACTOR'S ESTIMATE NO. 2 FINAL

2014 STREET LIGHTING PROJECT NO. 1407

CONTRACTOR: ZENERGY LLC., 308 FRONTAGE ROAD, P.O. BOX 304  
SEBEKA, MN 56477

CONSTRUCTION OF: STREET LIGHTS

LOCATION: WILLMAR AVENUE SW

DATE: MARCH 3, 2015

HONORABLE MAYOR AND CITY COUNCIL  
CITY OF WILLMAR, MINNESOTA

IN ACCORDANCE WITH THE CONTRACT WITH ZENERGY LLC,  
I HEREWITH PRESENT THE FOLLOWING ESTIMATE:

|              |             |
|--------------|-------------|
| LUMP SUM BID | \$63,489.00 |
|--------------|-------------|

|        |             |
|--------|-------------|
| TOTAL: | \$63,489.00 |
|--------|-------------|

|                           |             |
|---------------------------|-------------|
| LESS PREVIOUS ESTIMATE #1 | \$60,314.55 |
|---------------------------|-------------|

|                           |  |
|---------------------------|--|
| LESS PREVIOUS ESTIMATE #2 |  |
|---------------------------|--|

|           |            |
|-----------|------------|
| SUBTOTAL: | \$3,174.45 |
|-----------|------------|

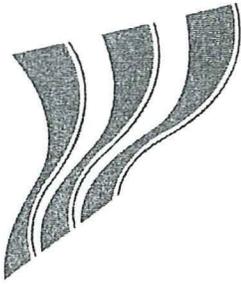
|                        |            |
|------------------------|------------|
| AMOUNT DUE CONTRACTOR: | \$3,174.45 |
|------------------------|------------|

Approved:   
Contractor

Approved:   
City Engineer

Contract Amount: \$63,489.00

Budget No. 414.48457.0336



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 1  
Meeting Date: March 24, 2015  
Attachments:  Yes  No

CITY COUNCIL ACTION

Date: April 6, 2015

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

Originating Department: Public Works

Agenda Item: Request to Purchase/Replace a One Ton Truck

Recommended Action: Approve the purchase/replacement of a one ton Ford F-350 truck with dump body.

Background/Summary: The total cost for the above equipment amounts to \$40,668.76; \$26,665.76 from Nelsen Auto Center through Southwest West Central Service Cooperative for the F-350 truck chassis, and \$14,003.00 from Tow Master Inc. to replace the dump body through State Contract #84884. The current 2003 Ford F-350 has reached its useful life, with the engine using oil and the interior in poor shape.

Alternatives: 1. Replace the truck at a later date.  
2. Do not replace the truck.

Financial Considerations: The 2015 Capital Outlay Program has included \$47,000.00 for replacement of the above stated equipment. Tax and license would be added at a later date for the truck chassis portion.

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

Signature:

Comments:



**WILLMAR**

**PUBLIC WORKS**

**DIRECTOR/CITY ENGINEER**  
City Office Building  
Box 755 320-235-4202  
**STREET/PARK SUPERINTENDENT**  
801 W. Hwy. 40 320-235-3827  
**WASTEWATER TREATMENT**  
3000 75th St. SW 320-235-4760  
Willmar, Minnesota 56201  
Fax 320-235-4917  
www.ci.willmar.mn.us

# Memorandum

**TO:** Charlene Stevens, City Administrator  
**FROM:** Sean Christensen, Public Works Director  
**DATE:** March 11, 2015  
**RE:** Purchase of a One Ton Truck

.....  
Staff is in the process of proceeding with the purchase and replacement of a One Ton Truck in accordance with the 2015 Capital Outlay Program.

I am requesting approval to replace Unit #030074 for \$26,665.76 from Nelson Auto Center, through Southwest West Central Service Cooperative for an F-350 truck chassis, and \$14,003.00 from Tow Master Inc. to replace the dump body, through State Contract # 84884. Please be advised that the 2015 Capital Outlay Program has included \$47,000.00 for replacement of above stated equipment. Please note that tax and license would be added later on the truck chassis portion.

Please let me know if you concur with this submittal.

gm

Approval: \_\_\_\_\_



VEHICLE/EQUIPMENT CHANGE REQUEST FORM

74444.5  
3-16-15  
MILES

*RR* Department Head - I am requesting the following to occur:

Check Applicable Box

|  |            |                          |             |
|--|------------|--------------------------|-------------|
| Addition - (To the overall number of vehicles in our fleet):                           |            |                          |             |
| Deletion - (From the overall number of vehicles in our fleet and not to be replaced):  |            |                          |             |
| Replacement - (To be replaced by another vehicle):                                     |            | 2015                     |             |
| Replacement Adjustment - (Move a budgeted vehicle to a different year in the schedule) |            |                          |             |
| Re-assignment - (Transfer to another City Dept.):                                      |            |                          |             |
| Fixed Asset Number:  | 3015.00043 | Reminder to Attach Photo |             |
| Vehicle Number:  | 030079     | Replacement Cost:        | \$47,000.00 |

2003 Ford F-350

(Comments): The F-350 has reached its useful life and should be replaced as scheduled.

Initial *D.D.*

Operator or Supervisor (comments if applicable):

This vehicle is in need of replacement. Uses oil, interior seat cushions in bad shape.

Initial *T.L. 1-13-14*

Mechanic (comments if applicable):

74,151 miles Underside of box has rust, repair for rusted sides done in Sept. 2012. Engine has been run with oil fill up missing. Exhaust manifold has on engine has been repaired once already.

Initial *mDS 1/10/14*

APPROVED       DENIED  
 APPROVED       DENIED

*D. Woffel*  
Vehicle/Equipment Committee      02-19-14  
Date  
*[Signature]*  
City Administrator      4-10-14  
Date



2003 Ford F-350 # 030074

71,151 MILES

## Annual Contract Renewal

This CONTRACT EXTENSION AGREEMENT ("Extension") is made this 1<sup>st</sup> day of October 2014, for the purpose of extending the contract known as contract #13.5 - NAC dated October 1, 2013, ("Original Contract"), by and between Nelson Auto Center, Inc., located at 2228 College Way, Fergus Falls, MN 56537, and the Minnesota Service Cooperatives, marketed and promoted as the Cooperative Purchasing Connection, located at 1001 E. Mount Faith Avenue, Fergus Falls, MN 56537, (collectively, the "Parties").

The Parties hereby agree to extend the term of the Original Contract for an additional period, which will begin immediately upon the expiration of the previous time period and will end on September 31, 2015.

Under the terms of the contract agreement, Nelson Auto Center, Inc., will provide discounted pricing on passenger automobiles, passenger vans, cargo vans, SUVs, light trucks, medium duty trucks, chassis cabs and severe duty (law enforcement) vehicles, available to participating service cooperatives and their members.

This Extension binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

**Nelson Auto Center, Inc.**

Gerry Norner, CFM  
Authorized Signature

Gerry Norner, Commercial & Fleet Mgr.  
Name/Title (Print)

10/1/2014  
Date

**Minnesota Service Cooperatives  
Cooperative Purchasing Connection**

Jeremy N. Kovash  
Authorized Signature

Jeremy Kovash, Executive Director  
Name/Title (Print)

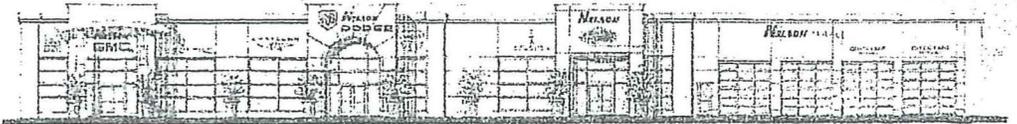
10/1/2014  
Date

**North Dakota Educators Service Cooperative**

Rodney Scherbanke  
Authorized Signature

Rodney Scherbanke, Board President  
Name/Title (Print)

10/1/2014  
Date



**Fleet Department**

2228 College Way • PO Box 338 • Fergus Falls, MN 56538-0338  
218-998-8865 • 800-477-3013 • melissa.fleet@ymail.com • www.nelsonfergusfalls.com

**VEHICLE INVOICE NUMBER F Willmar F3G**

Sold To: Willmar, City of  
Attn: Gary Manzer  
Address: 801 W Hwy 40  
Willmar, MN 56201

Date: 02/27/2015  
Phone: 320-235-3827  
FAX: 320-235-3980  
Salesperson: Melissa Larson

Key Code: Ignition/Door:

| Stock No.   | Year | Make              | Model                    | New/Used | Vehicle ID Number |
|-------------|------|-------------------|--------------------------|----------|-------------------|
| Willmar F3G | 2016 | Ford F-350 XL 2wd | Reg Cab 60" CA           | New      |                   |
|             |      | Color:            | Blue Jean Met/Gray cloth |          |                   |

Price of Vehicle \$26,665.76

Options & Extras  
Includes All Standard Equipment for F-350 XL Reg. Cab, Plus  
6.2 L V8, 6 spd ATOD, 4.30 lim. slip axle, spare tires, cruise  
control, trailer brake controller

Equipped like your 2012s

Delivery Charge FOB Towmaster, Litchfield, MN

Subtotal \$26,665.76

Trade - In

Total Cash Price \$44,182.00 for 2 each: \$26,665.76  
less 0.1% for payment at delivery; net 30 days; add daily interest at 1.5%/mo. for later payment

Your Purchase Order #

Project #

**Thanks for your business!**

Ship To / Lessee / End User: Willmar, City of  
Gary Manzer  
Public Works  
801 W Hwy 40  
Willmar, MN 56201

Phone: 320-235-3827  
FAX: 320-235-3980

Signed \_\_\_\_\_ and initialed \_\_\_\_\_

Printed Name \_\_\_\_\_ and Date \_\_\_\_\_

Willmar F3G.123 02/27/2015

**Prepared For:**  
Willmar, City of  
Gary Manzer  
Email: Willmar F3G

**Prepared By:**  
Melissa Larson  
MELISSA LARSON  
2228 COLLEGE WAY/PO BOX 338  
FERGUS FALLS, MN 565380338  
Phone: (218) 998-8865  
Fax: (218) 998-8813  
Email: melissa.fleet@ymail.com

**2015 Ford Super Duty F-350 DRW**  
F3G 2WD Reg Cab 141" WB 60" CA XL



Photo may not represent exact vehicle or selected equipment.

## **STANDARD EQUIPMENT**

---

### **STANDARD EQUIPMENT - 2015 Fleet/Non-Retail F3G 2WD Reg Cab 141" WB 60" CA XL**

---

#### *ENTERTAINMENT*

- Radio: AM/FM Stereo w/Digital Clock -inc: 2 speakers
- Fixed Antenna

#### *EXTERIOR*

- Wheels: 17" Argent Painted Steel -inc: Hub covers and center ornaments not included
- Tires: LT245/75Rx17E BSW AS
- Clearcoat Paint
- Black Front Bumper w/2 Tow Hooks
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Manual Side Mirrors w/Manual Folding
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Fully Galvanized Steel Panels
- Black Grille
- Front License Plate Bracket
- Aero-Composite Halogen Headlamps
- Cab Clearance Lights

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 375.0, Data updated 2/24/2015  
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Customer File: Willmar F3G

## STANDARD EQUIPMENT

### STANDARD EQUIPMENT - 2015 Fleet/Non-Retail F3G 2WD Reg Cab 141" WB 60" CA XL

#### INTERIOR

- Front Seats w/Manual Driver Lumbar
- 4-Way Driver Seat -inc: Manual Recline, Fore/Aft Movement and Manual Lumbar Support
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer
- 3 Person Seating Capacity
- Front Cupholder
- Manual Air Conditioning
- Glove Box
- Interior Trim -inc: Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shift Knob
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- 2 12V DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Underhood Lights
- Instrument Panel Bin and Dashboard Storage
- Manual 1st Row Windows
- Systems Monitor
- Outside Temp Gauge
- Analog Display
- Manual Adjustable Front Head Restraints

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 375.0, Data updated 2/24/2015  
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Customer File: Willmar F3G

## STANDARD EQUIPMENT

### STANDARD EQUIPMENT - 2015 Fleet/Non-Retail F3G 2WD Reg Cab 141" WB 60" CA XL

#### MECHANICAL

- Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel)
- Transmission: TorqShift 6-Speed Automatic -inc: SelectShift, range select and tow/haul feature
- 3.73 Axle Ratio
- GVWR: 13,700 lb Payload Package
- Transmission w/Oil Cooler
- Rear-Wheel Drive
- 72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
- 157 Amp Alternator
- Towing w/Harness
- 7872# Maximum Payload
- HD Shock Absorbers
- Front And Rear Anti-Roll Bars
- Firm Suspension
- Hydraulic Power-Assist Steering
- 40 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Front Suspension w/Coil Springs
- Leaf Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs
- Upfitter Switches

#### SAFETY

- Driveline Traction Control
- Side Impact Beams
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
- Curtain 1st Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 375.0, Data updated 2/24/2015  
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Customer File: Willmar F3G

# WINDOW STICKER

|  |  |   |
|--|--|---|
| 2015 Ford Super Duty F-350 DRW 2WD Reg Cab 141" WB 60" CA XL |  | Interior: - No color has been selected.   |
| 6.2 L/379 CID Regular Unleaded V-8                           |  | Exterior 1: - No color has been selected. |
| 6-Speed Automatic w/OD                                       |  | Exterior 2: - No color has been selected. |
| <b>CODE</b>  | <b>MODEL</b>   | <b>MSRP</b>                               |
| F3G  | 2015 Ford Super Duty F-350 DRW 2WD Reg Cab 141" WB 60" CA XL | \$32,195.00                               |
| <b>OPTIONS</b>   |  |   |
| 996  | ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 (FLEX-FUEL)              | \$0.00                                    |
| 44P  | TRANSMISSION: TORQSHIFT 6-SPEED AUTOMATIC                    | \$0.00                                    |
| 640A   | ORDER CODE 640A  | \$0.00                                    |
| X4L  | LIMITED SLIP W/4.30 AXLE RATIO                               | \$350.00                                  |
| 64K  | WHEELS: 17" ARGENT PAINTED STEEL                             | \$0.00                                    |
| TBK  | TIRES: LT245/75RX17E BSW AS                                  | \$0.00                                    |
| N1   | BLUE JEANS METALLIC  | \$0.00                                    |
| —  | STANDARD PAINT   | \$0.00                                    |
| 1S   | STEEL, CLOTH 40/20/40 SPLIT BENCH SEAT                       | \$100.00                                  |
| 17F  | XL DECOR GROUP   | \$155.00                                  |
| 41H  | ENGINE BLOCK HEATER  | \$0.00                                    |
| 52B  | TRAILER BRAKE CONTROLLER                                     | \$270.00                                  |
| 61J  | 4-TON HYDRAULIC JACK   | \$55.00                                   |
| C09  | PRICED DORA  | \$0.00                                    |
| 525  | CRUISE CONTROL   | \$235.00                                  |
| <b>SUBTOTAL</b>  |  | <b>\$33,360.00</b>                        |
| Advert/Adjustments   |  | \$0.00                                    |
| Destination Charge   |  | \$1,195.00                                |
| <b>TOTAL PRICE</b>   |  | <b>\$34,555.00</b>                        |
| Est City: mpg  |  |   |
| Est Highway: mpg   |  |   |
| Est Highway Cruising Range: mi                               |  |   |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 375.0, Data updated 2/24/2015  
 © Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.  
 Customer File: Willmar F3G



*"Where Craftsmanship, Service, & Expertise Equals Value For You!"*

## Equipment Specifications

Ref: Estimate #13087-TGG  
[CITY OF WILLMAR]

**MODEL: 096-EDGE-FSC**

### **DIMENSIONS:**

9'6" long x 96" wide O.D.

### **FRONT PANEL:**

40" high, 10ga Gr50 steel construction, with reinforced top edge, including a slotted (full-width) viewing window. Provisions for Oblong (rubber mounted) Brake-Tail-Turn lights included on backside of front panel. Conduits installed for warning and B-T-T lights. LH trip lever installed for linkage system.

### **SIDES:**

15" high, 12ga Gr50 steel construction, boxed (tubular) top rail, side board pockets, 180° drop with greasable hinges at floor line, rubber bumpers by end hinges, and sloped (boxed) self-cleaning rubrails.

### **TAILGATE:**

21" high, 10ga Gr50 steel construction, reinforced top edge, 1/2" upper hinges, 1-1/4" dia top & bottom pins, Lever top-pin release system, 3/8" alloy spreader chains, & Forged steel latches. Center horizontal reinforcing capped flush and welded continuously.

### **FLOOR:**

3/16" HARDOX-450 steel, 1 piece construction, with 4" x 2" tubing side rails.

### **UNDERSTRUCTURE:**

C6" x 8.2#/ft structural channel longills, cross-member-less design, with gussets welded to front and rear aprons.

### **REAR BOLSTER:**

Full depth and width, 7ga Gr50 steel construction, with provisions for OEM stop/tail/turn lights and rubber mount clearance lights.

### **PREP/PAINT:**

Exterior industrially steel shot-blasted, and Urethane primed, Finish coated with "BLUE" Polyurethane Enamel to Match cab. Underside blasted, Urethane primed and painted w/Gloss black Polyurethane.

### **LIGHTS/WIRE: (Basic)**

FMVSS 108 compliant, rubber mounted LED clearance lights, LED Cluster of 3, w/Factory sealed wire harness, Ground strap, Oblong rubber mounted L.E.D. Brake-Tail-Turn lights (at front panel), Installed with OEM tail lights provided by chassis.

### **MUD FLAPS:**

Rear of rear tires, attached to mounts. SEE FENDERS

### **FENDERS:**

Minimizer M1600B black poly fenders with mounting brackets, installed over rear wheels.

### **CABSHIELD: (Weld-on)**

1/4 type, 12" cabshield, "Weld-on" style, Attached to body front panel, blasted, primed and painted. [SEE ALSO STROBE SYSTEM]

61381 US Hwy 12 • Litchfield, MN 55355  
Toll Free: 888.805.5971  
Ph: 320.693.7900 • Fax: 320.693.7921  
www.towmaster.com



*"Where Craftsmanship, Service, & Expertise Equals Value For You!"*

**HOIST:**

OMAHA Model: 515-SF Overhang: (see truck layout form), Dump angle: 45°, Single acting, W/rear hinge point & OSHA approved safety prop.

**PUMP:**

12 volt.

**CONTROLS: (Electronic)**

**BACKUP ALARM:**

Preco Model 1020 Electronic backup alarm, installed w/wiring to reverse circuit

**REAR HITCH:**

12" x 5/8" Formed, steel pull plate w/bracing to truck frame, Safety chain D-rings, COMBO 2 5/16 PINTAL BALL w/addition of 7 RV contact female electrical socket, to rear plate.

**WARRANTY:**

- **24 Months** (from In-Service/Invoice Date), on all components, equipment, and services sold by and installed by **TOWMASTER**. This includes: Hydraulic System, Telescopic Hoist, Controls, & Snow Fighting Equipment.
- Whelen All L.E.D. light systems carry a **5 year warranty** (with the exception for breakage or water damage due to breakage).
- Towmaster's Dump Body carries a **5 year structural warranty** (excludes paint).
- Palfinger Scissor Hoists carry a **3 year warranty**.

Specifications Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_



Towmaster, Inc.  
 61381 US Hwy. 12, Litchfield, MN  
 Phone: 800-462-4517 / 320-693-7900



**Truck Equipment - Cutting Edges - Asphalt Repair Equipment**

FX: 320-693-7921

**STATE CONTRACT 84884**

Parts FX: 320-593-5703

|   |                    |  |   |  |
|---|--------------------|--|---|--|
| <b>Bill To:</b><br>WILLMAR, CITY OF<br>801 W HWY #40<br>WILLMAR, MN 56201 | <b>Cust#:</b> 2990 | <b>Phone:</b><br>320-235-1251<br><b>FAX:</b><br>320-235-4917 | <b>Ship To:</b><br>WILLMAR, CITY OF<br>801 W HWY #40<br>WILLMAR, MN 56201 | <b>Phone:</b><br>320-235-1251<br><b>FAX:</b><br>320-235-4917 |
|---|--------------------|--|---|--|

**Contact:**

**Contact:**

| PO#                   | QUOTE No. | Terms               | Created Date | Latest Rev Date | Appx. Ship Date |
|-----------------------|-----------|---------------------|--------------|-----------------|-----------------|
|                       | 13087-TGG | NET 30 DAYS         | 02/16/2015   | 2/16/2015       |                 |
| Trk VIN               |           | MO #                |              | CO #            | Salesman        |
| Freight Instructions: |           | Build Instructions: |              | Other Credit:   | Other Charge:   |

**ATTENTION:**

**84884**

| Qty | Part No. | Description  | Discount Rate: | 0.00% | Price Each | Net Amt  |
|-----|----------|--|----------------|-------|------------|----------|
| 1   | 9900261  | Backup Alarm, PRECO model 1020, installed  |                |       | 235.00     | 235.00   |
| 1   | 9902494  | Hitch 7 contact RV socket installed  |                |       | 153.00     | 153.00   |
| 1   | 9900775  | Hitch TMTE Medium Duty Hitch Plate assembly  |                |       | 194.00     | 194.00   |
| 1   | 9901172  | Hitch Installation of med duty hitch (Weld On)   |                |       | 174.00     | 174.00   |
| 1   | 9900778  | Hitch Combo Pintle/Ball (2-5/16"). NOTE: DERATES Hitch to 3,000 lbs vertical & 16,000 lbs GTW, installed   |                |       | 156.00     | 156.00   |
| 1   | WARRANTY | TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 3 yr Palfinger Hoists; 2 yr Hyd, Snow Equip, Tele Hoists, and all other items  |                |       | 0.00       | 0.00     |
| 1   | 9901559  | Body 096-FSC 40-15-21-H450 w/15" high 12 ga Fold-Down Sides, 21" high 10 ga Lever Top Pin release Tailgate, 40" high 10 ga Front, & 3/16" Hardox-450 floor. S-T-T light on Front Headboard & Blasted, Primed & Painted. Cabshield & rear mudflaps included |                |       | 8,040.00   | 8,040.00 |
| 1   | 9901438  | HOIST OSP 9' 515SF HOIST W/SUB FRAME, ELECTRIC PUMP, Dump angle: 45°, DOUBLE acting, W/rear hinge point & OSHA approved safety prop.   |                |       | 2,250.00   | 2,250.00 |
| 1   | 9901454  | INSTALLATION OF DUMP BODY & ELECTRIC HOIST   |                |       | 1,203.00   | 1,203.00 |
| 1   | 9901110  | FMVSS LIGHT PKG  |                |       | 180.00     | 180.00   |
| 1   | 9904756  | LABOR TO INSTALL FMVSS WITH LIGHTS IN HEAD BOARD   |                |       | 510.00     | 510.00   |
| 1   | 9901112  | ICC BUMPER   |                |       | 129.00     | 129.00   |
| 1   | 9901113  | INSTALLATION OF ICC BUMPER   |                |       | 192.00     | 192.00   |
| 1   | 9901171  | Fenders M1900 W/Brkts for 19.5" Installed  |                |       | 587.00     | 587.00   |



Towmaster, Inc.  
 61381 US Hwy. 12, Litchfield, MN  
 Phone: 800-462-4517 / 320-693-7900



**Truck Equipment - Cutting Edges - Asphalt Repair Equipment**

NOTE: If changes are made to an order after a P.O. has been issued, a FEE may be assessed and a revised or new P.O. MUST BE submitted to reflect changes.

Visit us online at [www.towmastertruck.com](http://www.towmastertruck.com)

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

|                           |                    |
|---------------------------|--------------------|
| Price:                    | \$14,003.00        |
| Discount:                 | \$0.00             |
| Other Credit (see above): | \$0.00             |
| <b>Net Cost:</b>          | <b>\$14,003.00</b> |
| Sales Tax:                | \$0.00             |
| Other Charge (see         | \$0.00             |
| Freight                   | \$0.00             |
| <b>Total:</b>             | <b>\$14,003.00</b> |

# Admin Minnesota

## Materials Management Division

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996  
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

### CONTRACT RELEASE: T-765(5)

DATE: OCTOBER 20, 2014

PRODUCT/SERVICE: TRUCK BODY COMPONENTS AND CUSTOM BODIES

CONTRACT PERIOD: OCTOBER 20, 2014, THROUGH, SEPTEMBER 30, 2015

EXTENSION OPTIONS: UP TO 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST /BUYER MARK EVANGELIST

PHONE: 651.201.2450 E-MAIL: [mark.evangelist@state.mn.us](mailto:mark.evangelist@state.mn.us) WEB SITE: [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us)

#### NOTIFICATION OF MULTIPLE AWARDS

THIS RELEASE CONTAINS MULTIPLE AWARDS FOR SIMILAR OR LIKE ITEMS. STATE AGENCIES AND CPV MEMBERS SHOULD REVIEW AND COMPARE ALL MULTIPLE AWARD CONTRACT VENDORS IN ORDER TO ENSURE THE BEST VALUE FOR THEIR POTENTIAL PURCHASE. FACTORS SUCH AS, BUT NOT LIMITED TO, COST, EQUIPMENT WARRANTY TERMS, VENDOR LOCATION, DELIVERY LEAD TIMES, AVAILABLE SUBSTITUTES, SELECTED OPTIONS AND CURRENT FLEET AND EQUIPMENT OR PARTS INVENTORY LEVELS ALL MAY CONTRIBUTE TO THE TOTAL COST/VALUE OF AN INDIVIDUAL PURCHASE. MULTIPLE VENDORS MAY BE ABLE TO SATISFY THE REQUIREMENTS OF THE PURCHASER AND THEREFORE IT IS IMPORTANT FOR THE PURCHASER TO REVIEW ALL CONTRACTS AND CONTRACT PRICES BEFORE EXECUTING AN ORDER.

| <u>CONTRACT VENDOR</u>   | <u>CONTRACT NO.</u> | <u>TERMS</u> | <u>DELIVERY</u> |
|--|---------------------|--------------|-----------------|
| ABM EQUIPMENT AND SUPPLY<br>333 2 <sup>nd</sup> Street NE<br>Hopkins, MN 55343 | 84870               | NET 30       | 90 DAYS ARO     |

CONTACT: Sam Fahey  
EMAIL: [samf@abm-highway.com](mailto:samf@abm-highway.com)

PHONE: 952.938.5451  
FAX: 952.938.0159

VENDOR NO.: 0000281821

PRICE PER LOADED MILE: \$2.75, Hopkins, MN

\*\*\*\*\*  
ASPEN EQUIPMENT, CO.  
9150 Pillsbury Ave. S  
Bloomington, MN 55420

84878  
CONTACT: Mark Lundeen  
EMAIL: [mlundeen@aspeneq.com](mailto:mlundeen@aspeneq.com)

NET 30 30 - 180 DAYS ARO  
PHONE: 952.888.2525  
FAX: 952.656.7159

VENDOR NO.: 0000207536

PRICE PER LOADED MILE: \$2.50, Bloomington, MN  
\*\*\*\*\*

| <u>CONTRACT VENDOR</u>  | <u>CONTRACT NO.</u>  | <u>TERMS</u>  | <u>DELIVERY</u>          |
|---|--|---|--------------------------|
| <b>BERT'S TRUCK EQUIPMENT, INC.</b><br>2506 Business Hwy 2<br>East Grand Forks, MN 56721  | <b>84880</b><br><br><b>CONTACT:</b> Travis McDonald<br><b>EMAIL:</b> <a href="mailto:travis@bertstruck.com">travis@bertstruck.com</a>          | <b>NET 30</b><br><br><b>PHONE:</b> 218.773.1194<br><b>FAX:</b> 218.773.1840 | <b>60 - 90 DAYS ARO</b>  |
| <b>VENDOR NO.:</b> 0000196047<br><b>PRICE PER LOADED MILE:</b> \$2.00 - \$2.25, East Grand Forks, MN, Waseca, MN<br>*****   |  |   |                          |
| <b>BERT'S TRUCK EQUIPMENT, INC.</b><br>3804 Hwy 75 N<br>PO Box 336<br>Moorhead, MN 56561-0336   | <b>84874</b><br><br><b>CONTACT:</b> Jim McLaughlin<br><b>EMAIL:</b> <a href="mailto:jimmc@bertsonline.com">jimmc@bertsonline.com</a>           | <b>NET 30</b><br><br><b>PHONE:</b> 218.233.8681<br><b>FAX:</b> 218.233.9548 | <b>30 - 90 DAYS ARO</b>  |
| <b>VENDOR NO.:</b> 0000221519<br><b>PRICE PER LOADED MILE:</b> \$2.00 - \$2.25, Moorhead, MN, Waseca, MN<br>*****   |  |   |                          |
| <b>CRYTEEL TRUCK EQUIPMENT</b><br>1130 73 <sup>rd</sup> Ave. NE<br>Fridley, MN 55432  | <b>84877</b><br><br><b>CONTACT:</b> Jim Wyatt<br><b>EMAIL:</b> <a href="mailto:jwyatt@crysteeltruck.com">jwyatt@crysteeltruck.com</a>          | <b>NET 30</b><br><br><b>PHONE:</b> 763.571.1902<br><b>FAX:</b> 763.571.5091 | <b>120 DAYS ARO</b>      |
| <b>VENDOR NO.:</b> 0000210054<br><b>PRICE PER LOADED MILE:</b> \$2.25, Council Bluffs IA, Wooster OH, Waseca, MN, Fridley MN, Chariton IA, Stewartville MN., Garner IA, Litchfield MN,<br>***** |  |   |                          |
| <b>NORTH CENTRAL TRUCK EQUIPMENT</b><br>2629 Clearwater Road<br>St. Cloud, MN 56301   | <b>84873</b><br><br><b>CONTACT:</b> Dan St. Sauver<br><b>EMAIL:</b> <a href="mailto:dans@northcentralinc.com">dans@northcentralinc.com</a>     | <b>NET 30</b><br><br><b>PHONE:</b> 320.251.7252<br><b>FAX:</b> 320.252.3561 | <b>30 - 60 DAYS ARO</b>  |
| <b>VENDOR NO.:</b> 0000234132<br><b>PRICE PER LOADED MILE:</b> \$2.00 St. Cloud, or Minneapolis, MN<br>*****  |  |   |                          |
| <b>STONEBROOKE EQUIPMENT, INC.</b><br>14311 Ewing Avenue<br>Burnsville, MN 55306  | <b>84875</b><br><br><b>CONTACT:</b> Loren Holman<br><b>EMAIL:</b> <a href="mailto:loren.holman@stonebrooke.co">loren.holman@stonebrooke.co</a> | <b>NET 30</b><br><br><b>PHONE:</b> 952.224.4440<br><b>FAX:</b> 952.224.4444 | <b>7 - 60 DAYS ARO</b>   |
| <b>VENDOR NO.:</b> 0000213532<br><b>PRICE PER LOADED MILE:</b> \$1.95, Burnsville, MN<br>*****  |  |   |                          |
| <b>TOWMASTER, INC.</b><br>61381 US Hwy 12<br>Litchfield, MN 55355   | <b>84884</b><br><br><b>CONTACT:</b> Tim Erickson<br><b>EMAIL:</b> <a href="mailto:terickson@towmaster.com">terickson@towmaster.com</a>         | <b>NET 30</b><br><br><b>PHONE:</b> 320.693.7900<br><b>FAX:</b> 320.693.7291 | <b>90 - 120 DAYS ARO</b> |
| <b>VENDOR NO.:</b> 0000194186<br><b>PRICE PER LOADED MILE:</b> \$2.00, Litchfield, MN<br>*****  |  |   |                          |
| <b>TRUCK UTILITIES, INC.</b><br>2370 English Street<br>St. Paul, MN 55109   | <b>84882</b><br><br><b>CONTACT:</b> Paul Warner<br><b>EMAIL:</b> <a href="mailto:paulw@truckutilities.com">paulw@truckutilities.com</a>        | <b>NET 30</b><br><br><b>PHONE:</b> 651.393.2274<br><b>FAX:</b> 651.484.0076 | <b>90 - 120 DAYS ARO</b> |
| <b>VENDOR NO.:</b> 0000194309<br><b>PRICE PER LOADED MILE:</b> \$2.00, St. Paul, MN, Janesville, WI<br>*****  |  |   |                          |
| <b>UNITED TRUCK BODY CO.</b><br>5219 Miller Trunk Highway<br>Duluth, MN 55311   | <b>84879</b><br><br><b>CONTACT:</b> Heidi Herstad<br><b>EMAIL:</b> <a href="mailto:utb@unitedtruckbody.com">utb@unitedtruckbody.com</a>        | <b>NET 30</b><br><br><b>PHONE:</b> 800.232.0719<br><b>FAX:</b> 218.729.6001 | <b>VARIES</b>            |
| <b>VENDOR NO.:</b> 0000204972<br><b>PRICE PER LOADED MILE:</b> \$1.95 Duluth, MN  |  |   |                          |

**CONTRACT USERS.** This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members

**STATE AGENCY CONTRACT USE.** This Contract must be used by State agencies unless a specific exception is granted in writing by the AMS listed above.

**STATE AGENCY ORDERING INSTRUCTIONS.** Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

**CONTRACT FEEDBACK.** If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV), please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

## **SPECIAL TERMS AND CONDITIONS**

**SCOPE.** The purpose of this contract is to have various vendors provide Truck Body Components & Custom Bodies.

**PRICES.** Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

**SALES TAX.** Prices offered do not include State Sales Tax. The Contract Vendor will confirm tax payment with the purchaser at the time an order is placed.

**SHIPPING REQUIREMENTS.** All deliveries are to be FOB Destination. The Contract Vendor has stated the delivery charge per loaded mile and the delivery starting point. Mileage distance will be the distance from the delivery starting point to the purchaser's delivery point only. Mileage distances will be determined from maps.yahoo.com. The ordering agency may use the Contract Vendor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses.

**DELIVERY REQUIREMENTS.** The Contract Vendor must notify the receiving agency at least 72 hours before delivery to allow for inspection and compliance. No delivery can be made on State holidays, Saturday or Sunday or after 4:00 p.m. on weekdays without prior approval by the agency to which the equipment is being delivered. The Contract Vendor must confirm delivery locations and requirements with the purchaser.

**BILLING REQUIREMENTS.** The Contract Vendor must submit separate detailed invoices (one original and two copies) for each purchase order to the "bill-to" address as shown on the purchase order.

If requested, the Contract Vendor must submit one copy of the original purchase order issued from the State agency or CPV member and one copy of the final invoice for each transaction against the Contract to the AMS. The invoice must be itemized per the detail in the Manufacturer's Vendor Price Schedule that is submitted with the RFP. The State intends that the final invoice is generated only after the equipment has been delivered, inspected, approved and accepted.

**EQUIPMENT TRAINING.** The cost of the equipment includes training to the purchaser that includes, but is not limited to, equipment operating instructions, mounting, removal, operation and safety instructions. The Contract Vendor should provide the training before the purchase of equipment will be considered complete. No additional training fees may be charged to the purchaser.

**EQUIPMENT WARRANTY.** The equipment offered must include the manufacturer's standard warranty. The Contract Vendor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery charges that are a result of equipment failure(s) during the warranty period. This shall be performed immediately without any delay. This warranty shall commence when the unit is put into service.

**EQUIPMENT LITERATURE.** Upon request by a State agency or CPV member, the Contract Vendor shall provide literature at no cost for the equipment offered in its response.

**MISCELLANEOUS ITEMS.** State agencies may purchase incidental miscellaneous parts, accessories and labor that is directly related to a specific item(s) included on the Contract. The total purchase order issued by a State agency for these types of items may not exceed \$5,000.00 for an individual purchase order. If the Customer's entity requires a lower threshold for competitive bidding other than \$5,000.00, they must follow their local entity's requirements. Any purchase order must be issued to the Contract Vendor.

| <u>PRODUCT OR SERVICE</u>               | <u>UNSPSC</u> |
|---|---------------|
| Truck Body Components and Custom Bodies | 25101601      |
| Installation                            | 78181507      |

**Detailed Pricing information is available on the MnDOT web page  
[www.dot.state.mn.us/equipment](http://www.dot.state.mn.us/equipment). Click on "New Equipment Contracts."**

**REVISIONS:**

\*\*\*\*\*

**ABM Equipment  
Service Bodies**

|                                  |                             |
|----------------------------------|-----------------------------|
| Brand FX                         | Mechanical Work \$110 Pr Hr |
| <b>Dump Bodies</b>               | Body Shop Rate \$110 Pr Hr  |
| Scott Alum Landscaper            |                             |
| Scott Magnum Aluminum Contractor |                             |
| Scott Steel Contractor           |                             |

**Hydraulics & Controls**

**Options**

Buyers Products

**Aspen Equipment**

**Service Bodies**

Reading

Autocrane

Dakota

|          |                            |
|----------|----------------------------|
| Brand FX | Mechanical Work \$95 Pr Hr |
|          | Body Shop Rate \$95 Pr Hr  |

**Van Body**

Delta Waseca  
Reading

# COMMUNITY DEVELOPMENT COMMITTEE

## MINUTES

The Community Development Committee of the Willmar City Council met on Thursday, March 26, 2015, in Conference Room No. 1 at the City Office Building.

Present: Rick Fagerlie ..... Chair  
Andrew Plowman ..... Vice Chair  
Audrey Nelsen ..... Member  
Denis Anderson ..... Member

Others present: Bruce Peterson, Director of Planning and Development Services; Kevin Halliday, City Clerk-Treasurer.

Item No. 1      Call to Order

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

Item No. 2      Public Comments

There were no public comments.

Item No. 3      Habitat for Humanity Tax Abatement Request (For Information Only)

Kevin Halliday, City Clerk, told the Committee that Kandiyohi County had given the City notice that Habitat for Humanity had requested tax abatement for the tax year 2014, payable 2015. The City portion of the abatement is calculated at \$7,257. By statute, the County has to hold a hearing and notification of the City was required. If the City does not challenge the abatement and the County grants the full abatement, the City portion of the abatement will be approved. Contrary to media reports, City staff had numerous contacts with Habitat for Humanity to assist them through the tax exemption process. Habitat staff did not follow through in a timely manner, thereby creating the tax issue. It was noted that the cost to the City would be \$7,257, but that it is a very small part of the City's \$15 million general fund budget. The Committee discussed the request and took no action to contest the proposed abatement. The matter was received for information only.

Item No. 4      Willmar Wye Project (For Information Only)

Staff updated the Committee on the status of the Willmar Wye project. The application is nearing completion and will be submitted by mid-April. Lobbying efforts are under way with the Minnesota Congressional delegation, as well as representatives from US DOT and the Federal Railway Administration. The Governor has indicated that he wanted to include it in a bonding request for the 2015 legislative session. Staff said that the City is submitting a request that the spur track portion of the project be included in the 2016 bonding bill. Contact has been made with both Senator Koenen and Representative Baker on this matter. Due to bonding projects requiring a match, staff suggested that the Council consider selling the 80 acres west of County Road 55 and the 60 acres south of Highway 40 as soon as the final airport land release is received.

Item No. 5      Airport Terminal Building Purchase Agreement (For Information Only)

The Committee reviewed a purchase agreement provided to the City for the purchase of the former airport terminal building. Along with an offer of \$140,000 for the property, the purchaser was requesting that the City conduct significant amounts of environmental review, including a Phase II Environmental Study. The Committee felt that it was more appropriate for the buyer to do the environmental due diligence. The Committee also discussed options for pricing the property either with the building demolished or with the

building in place. Staff was directed to further negotiate with the property owners and to submit a counter offer. It is understood that any final action on the sale of the property is at the discretion of the City Council.

Item No. 6.                      Waste Water Treatment Facility Proposal (Motion)

Staff presented a proposal by an unnamed business to develop an industrial facility on property the City owns adjacent to the Waste Water Treatment Facility west of Willmar. The site is attractive to this business for several reasons. There is some odor generated by their process, and although they want access to municipal sewer, their process is better served by a well rather than municipal water. The Committee inquired about the type of use, whether or not the odor generated would be offensive or would exceed that generated by the Waste Treatment Plant. Also if there would be any impact on adjacent properties and what the impact might be on the operations and employees of the WWTF. Staff responded that the use would be a good fit and, because of its agricultural nature, would be consistent with other uses in the area.

A motion was made by Council Member Anderson, seconded by Council Member Plowman, and passed to authorize staff to negotiate the possible sale of excess Waste Water Treatment Facility property with the business and to bring a firm proposal or offer back to Committee.

Item No. 7                      DEED Grant (For Information Only)

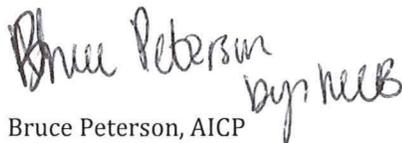
Staff informed the Committee that the application for a business development infrastructure grant at the MinnWest Campus had been approved. A road will be widened on the campus and approximately 200 parking spaces will be created to better serve development on the campus. All matching funds are being provided by MinnWest and the City will not have any financial liability for the project.

Item No. 8                      Project Updates (For Information Only)

Staff presented updates on a variety of industrial, office, commercial, residential, and institutional projects.

There being no further business to come before the Committee, the meeting was adjourned at 5:40 p.m. by Chair Fagerlie.

Respectfully submitted,

 Bruce Peterson  
by: KLB

Bruce Peterson, AICP  
Director of Planning and Development Services

KANDIYOHI COUNTY AUD.-TREAS  
 PO BOX 896  
 WILLMAR, MN 56201-0896  
 320-231-6202  
 www.co.kandiyohi.mn.us

2014

PROPERTY TAX STATEMENT

WILLMAR CITY

PRCL# 95-922-7840 RCPT# 26816

TC

Property ID Number: 95-922-7840  
 Property Description: SECT-22 TWP-119 RANG-35  
 S 231' OF N 1824.75' OF E 405' OF  
 SE1/4 EXC TH R-O-W .00  
 2424 1ST ST S  
 QUAD C.D. 28811-O  
 HABITAT FOR HUMANITY -WC MN 25724-T  
 P O BOX 1171  
 WILLMAR MN 56201

|        |  | Values and Classification |              |
|--------|--|---------------------------|--------------|
|        |  | Taxes Payable Year        | 2013 2014    |
| Step 1 | Estimated Market Value:                |                           | 1,093,900    |
|        | Homestead Exclusion:                   |                           |              |
|        | Taxable Market Value:                  |                           | 1,093,900    |
|        | New Improve/Expired Excls:             |                           |              |
|        | Property Class:                        | EXEMPT                    | COMM NON-HST |
|        | Sent in March 2013                     |                           |              |
| Step 2 | Proposed Tax                           |                           |              |
|        | * Does Not Include Special Assessments |                           | 35,138.00    |
|        | Sent in November 2013                  |                           |              |
| Step 3 | Property Tax Statement                 |                           |              |
|        | First half Taxes:                      |                           | 17,575.00    |
|        | Second half Taxes:                     |                           | 17,575.00    |
|        | Total Taxes Due in 2014:               |                           | 35,150.00    |

\$\$\$  
REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

| Taxes Payable Year:   | 2013                     | 2014      |
|---|--------------------------|-----------|
| 1. Use this amount on Form M1PR to see if you are eligible for a property tax refund<br>File by August 15th. IF BOX IS CHECKED, YOU OWE DELINQUENT TAXES AND ARE NOT ELIGIBLE | <input type="checkbox"/> | .00       |
| 2. Use these amounts on Form M1PR to see if you are eligible for a special refund   |                          | .00       |
| Property Tax and Credits  |                          |           |
| 3. Property taxes before credits  | .00                      | 34,999.00 |
| 4. A. Agricultural market value credits to reduce your property tax   | .00                      | .00       |
| B. Other credits to reduce your property tax  | .00                      | .00       |
| 5. Property taxes after credits   | .00                      | 34,999.00 |
| Property Tax by Jurisdiction  |                          |           |
| 6. County   | .00                      | 11,916.23 |
| 7. City or Town   | .00                      | 7,256.83  |
| 8. State General Tax  | .00                      | 11,020.36 |
| 9. School District: 347   | .00                      | 1,728.08  |
| A. Voter approved levies  | .00                      | 2,548.24  |
| B. Other local levies   | .00                      | 295.16    |
| 10. Special Taxing Districts:   |                          | 234.10    |
| A. KANDIYOHI COUNTY HRA   |                          |           |
| B. MID MN DEV COMM  |                          |           |
| C.  |                          |           |
| D.  |                          |           |
| 11. Non-school voter approved referenda levies  |                          | .00       |
| 12. Total property tax before special assessments   | .00                      | 34,999.00 |
| Special Assessments on Your Property  |                          |           |
| 13 A. 2014 SOLID WASTE FEE  |                          | 151.00    |
| B.  |                          |           |
| PRIN 151.00 C.  |                          |           |
| INT D.  |                          |           |
| TOT 151.00 E.   |                          |           |
| 14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS   | 151.00                   | 35,150.00 |

2nd Half Pay Stub 2014 DETACH AND RETURN THIS STUB WITH YOUR SECOND HALF PAYMENT MAKE CHECKS PAYABLE TO:  
 IF YOU PAY YOUR TAXES LATE, YOU WILL BE CHARGED A PENALTY. SEE BACK FOR RATE  
 PRCL# 95-922-7840 RCPT# 26816  
 COMM NON-HSTD

1st Half Pay Stub 2014 DETACH AND RETURN THIS STUB WITH YOUR FIRST HALF PAYMENT MAKE CHECKS PAYABLE TO:  
 IF YOU PAY YOUR TAXES LATE, YOU WILL BE CHARGED A PENALTY. SEE BACK FOR RATE  
 PRCL# 95-922-7840 RCPT# 26816  
 COMM NON-HSTD

|                  |              |           |
|------------------|--------------|-----------|
| AMOUNT DUE       |              |           |
| OCTOBER 15, 2014 | 2ND HALF TAX | 17,575.00 |
|                  | PENALTY      |           |
|                  | TOTAL        |           |

|              |              |           |
|--------------|--------------|-----------|
| AMOUNT DUE   | TOTAL TAX    | 35,150.00 |
| MAY 15, 2014 | 1ST HALF TAX | 17,575.00 |
|              | PENALTY      |           |
|              | TOTAL        |           |

NO RECEIPT SENT UNLESS REQUESTED. YOUR CANCELLED CHECK IS YOUR RECEIPT.  
 HABITAT FOR HUMANITY -WC MN 25724-T  
 P O BOX 1171  
 WILLMAR MN 56201

TAXES OF \$100.00 OR LESS MUST BE PAID IN FULL.  
 HABITAT FOR HUMANITY -WC MN 25724-T  
 P O BOX 1171  
 WILLMAR MN 56201

KANDIYOHI COUNTY AUD.-TREAS  
 LIST ADDRESS CORRECTION ON BACK OF STUB.  
 CHECK  CASH

KANDIYOHI COUNTY AUD.-TREAS  
 LIST ADDRESS CORRECTION ON BACK OF STUB.  
 CHECK  CASH

**PROPERTY TAX LISTS: 1ST BUSINESS DAY IN JANUARY**  
(Continued)

**SECTION 6120**  
(Page 3)

### **REDUCTION OR ABATEMENT OF TAXES**

Upon written application by the owner, the county board may grant the reduction or abatement of estimated market values or taxes and of any penalties, interest, or costs on them as the county board determines to be just and equitable. The county board may refund all or any part of the taxes, penalties, interest, or costs that were erroneously or unjustly paid. (M.S. 375.192, Subd. 2)

In 1993, the county board's authority was restricted to taxes payable in the current year and the two prior years. Any reductions or abatements for the two prior years must be considered or granted only for (1) clerical errors, or (2) when the taxpayer fails to file for a reduction or an adjustment due to hardship, as determined by the county board.

All applications for the reduction or abatement of estimated market value, taxes, or costs must be approved by the following county officials: (1) the county assessor (or city assessor of a first or second class city), (2) the county auditor, and (3) the county board.

All applications for the reduction or abatement of penalties or interest must be approved by the following county officials: (1) the county treasurer, (2) the county auditor, and (3) the county board. Approval of the county or city assessor is not required for abatements of penalties or interest.

No reduction, abatement, or refund of any special assessments that were levied by any municipality for local improvements can be made unless it is also approved by the board of review or similar taxing authority of the municipality.

Before acting on any reduction or abatement of more than \$10,000, the county board must give a 20-day notice to the school board and municipality in which the property is located. If the school board and municipality do not respond, the county board may take final action after the 20-day period has expired. If the school board or municipality object to the abatement, the county board must submit the reduction or abatement to the Property Tax Division of the Department of Revenue for final approval or denial.



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

**Agenda Item Number:** 4

**Meeting Date:** March 26, 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:** Willmar Wye Project

**Recommended Action:** N/A

**Background/Summary:** Staff will provide a status report on the Willmar Wye Project as it relates to the solicitation of a TIGER Grant. Also, to be discussed is the State bonding bill as it relates to the Wye Project and the future spur track to the Industrial Park.

**Alternatives:** N/A

**Financial Considerations:** Council has previously agreed to contribute right-of-way to the project.

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

**Signature:**

**Comments:**

# Willmar Rail Connector & Industrial Access Project

## Project Overview

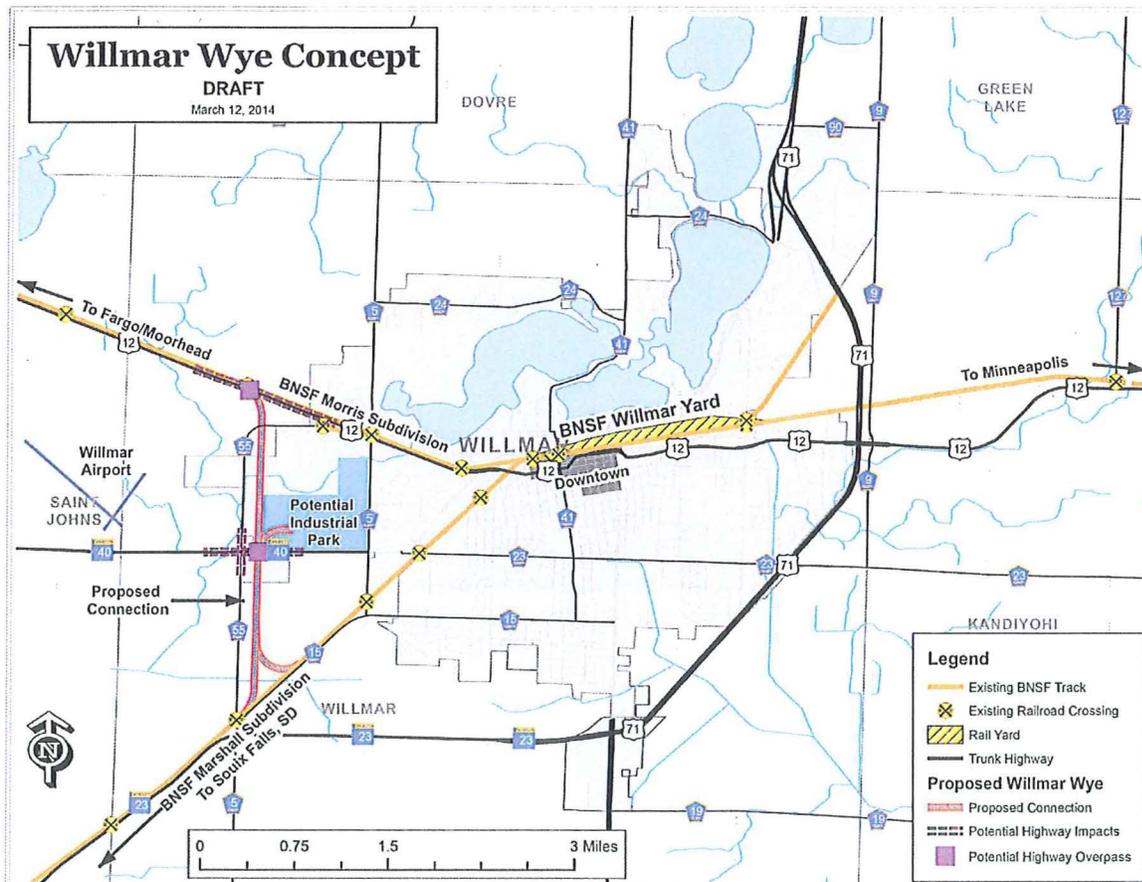
The Willmar Wye project is a proposal to construct a new rail alignment and industrial park access on the west side of the city of Willmar. The proposed project would also include the construction of two new highway bridges on Highway 12 and Highway 40, over the proposed new rail line, along with other associated local road modifications.

The existing local rail configuration impedes local traffic and train service. Currently, trains entering Willmar from the northwest or southwest destined for locations on the other subdivision must first travel into the yard over several at-grade intersections and stop in the yard to reverse direction by reallocating power. The engines are moved from the front of the train to the back of the trains then travel back out of the yard to connect with the other subdivision. This movement creates excess emissions, blocks crossings in Willmar and consumes yard and mainline capacity that would otherwise be used for switching local business and handling through trains. This movement results in trains blocking intersections in Willmar's Central Business District for up to 30 minutes at a time.

## Location

The project would create a direct connection for BNSF rail movements between two existing main track subdivisions, the Morris subdivision that parallels Highway 12 west of Willmar and the Marshall subdivision that parallels Kandiyohi County Road 55/County Road 15 and Highway 23 to the southwest.

These subdivisions serve local, regional and national rail customers in the Northwest, Midwest, and southern United States.



## Benefits

A public private partnership including the city of Willmar, Kandiyohi County, Kandiyohi/Willmar Economic Development Commission, MnDOT and BNSF Railway is proposing a rail connection between two existing rail lines in the city of Willmar designed to:

- Reduce the number of train trips that cause traffic delays at rail crossings in Willmar
- Improve local and regional rail system operational efficiency, fluidity, optionality and connectivity
- Alleviate increasing congestion and accommodate additional projected growth on the local and regional rail network
- Facilitate rail-served development in the Willmar Industrial Park and enable local economic development

The project would create a direct connection for BNSF rail movements between two existing main track subdivisions.

The project would remove approximately 7 – 10 trains per day from the yard and city, thereby eliminate 14- 20 trips per day into, or out of, Willmar and from the at-grand crossing where travelers experience delays.

Associated quality of life improvements would also result such as decreased noise, vibration, trip delays, improved air quality, emergency response and traveler accessibility and mobility.

## Regional Demands

Rail shipments of oil have grown sharply in regions--such as North Dakota's Bakken energy fields--that lack sufficient pipelines as alternatives. Investments in the network are needed to allow network capacity to "catch up" with the new demand. Production is reported to be approaching 1 million barrels a day with roughly 72 percent of that fuel transported by rail. These trains are bound for refineries in the Gulf and locally within the Midwest region, while coal cars are bound for export terminals located both in the Great Lakes and on the West Coast.

Grain trains are also frequently delayed reducing farmer's ability to manage market fluctuations and tempering profit margins. By easing this chokepoint in Willmar, the project would add much needed capacity in this portion of the rail network.

The Minnesota Comprehensive Statewide Freight and Passenger Rail Plan (MnDOT, 2012) identified the Marshall Subdivision as a corridor that will need investment due to volume and capacity issues.

### Project Partners - Contributions/Commitments\*

|                       |               |
|-----------------------|---------------|
| BNSF Railway          | \$16 million  |
| MnDOT                 | \$15 million  |
| Kandiyohi County      | \$459,000     |
| City of Willmar       | \$336,000     |
| Kandiyohi/Willmar EDC | \$35,000      |
| TIGER Grant Request   | \$18 million* |

### Estimated Project Costs

|               |                       |
|---------------|-----------------------|
| Roadway work  | \$28.4 million        |
| Railroad work | \$21.5 million        |
| <b>TOTAL</b>  | <b>\$49.9 million</b> |

*\*Contributions reflect TIGER fund request in 2014; project was not selected for TIGER funding in 2014. Negotiations underway between project partners for possible TIGER funding request in 2015.*

## Project Contacts

Peter Dahlberg, OFCVO, 651-366-3693, [peter.dahlberg@state.mn.us](mailto:peter.dahlberg@state.mn.us)

Susann Karnowski, District 8, 320-214-6370, [susann.karnowski@state.mn.us](mailto:susann.karnowski@state.mn.us)

<http://www.dot.state.mn.us/d8/projects/willmarwye/>



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

**Agenda Item Number:** 5

**Meeting Date:** March 26, 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:** Airport Terminal Building Purchase Agreement

**Recommended Action:** To be determined

**Background/Summary:** The Committee will discuss the general terms of a purchase agreement received for the former airport terminal building/site. Staff will seek direction for a counter offer.

**Alternatives:** N/A

**Financial Considerations:** To be determined

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

**Signature:**

**Comments:**

New London Real Estate  
PO Box 360  
New London, MN 56273  
(320)-354-5494 • Fax (320)354-5032  
nlre@tds.net

**COMMERCIAL PURCHASE AGREEMENT**  
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and the Minnesota Commercial Association of REALTORS®, which  
disclaims any liability arising out of use or misuse of this form.  
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COPY (CB)

1. Date 1/26/2015

2. Page 1 of \_\_\_\_\_ pages

3. BUYER (S): Bergis Fabricating, Inc.

4. \_\_\_\_\_

5. Buyer's earnest money in the amount of Five Thousand

6. \_\_\_\_\_ DOLLARS

7. (\$ 5,000.00 ) shall be delivered no later than two (2) Business Days after

8. Final Acceptance Date of this Purchase Agreement to be deposited in the trust account of (check one):

9.  listing broker; or

10.  TBD,  
(Name of Title Company)

11. within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase

12. Agreement, whichever is later.

13. Said earnest money is part payment for the purchase of property at \_\_\_\_\_

14. SW Airport Drive located in the

15. City/Township of Willmar County of Kandiyohi,

16. State of Minnesota, PID # (s) \_\_\_\_\_

17. \_\_\_\_\_

18. and legally described as follows Lot 5, Block Two, Willmar Industrial Park Third Addition.

19. \_\_\_\_\_

20. \_\_\_\_\_ (collectively the "Property")

21. together with the personal property as described in the attached *Addendum to Commercial Purchase Agreement:*

22. *Personal Property*, if any, all of which property the undersigned has this day sold to Buyer for the sum of:

23. One Hundred Forty Thousand

24. \_\_\_\_\_

25. (\$ 140,000.00 ) DOLLARS, which Buyer agrees to pay in the following manner:

26. 1. CASH of TBD percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest

27. money; PLUS

28. 2. FINANCING of TBD percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any

29. financing as required by this Purchase Agreement.

30. Such financing shall be (check one):  a first mortgage;  a contract for deed; or  a first

31. mortgage with subordinate financing, as described in the attached *Addendum to Commercial Purchase Agreement:*

32.  Conventional/SBA/Other  Contract for Deed.  
(Check one.)

33. This Purchase Agreement  IS  IS NOT subject to a due diligence contingency. (If answer is IS, see attached

34. see attached *Addendum to Commercial Purchase Agreement: Due Diligence.*)

35. CLOSING: The date of closing shall be on or before 3/31, 20 15.

36. DEED/MARKETABLE TITLE: Subject to performance by Buyer, Seller agrees to execute and deliver a (check one):

37.  Warranty Deed,  Limited Warranty Deed,  Contract for Deed,

38. or  Other: \_\_\_\_\_ Deed conveying marketable title, subject to:

39. (a) building and zoning laws, ordinances, and state and federal regulations;

40. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

41. (c) reservation of any mineral rights by the State of Minnesota or other government entity;

42. (d) utility and drainage easements which do not interfere with existing improvements; and

43. (e) others (must be specified in writing): NONE

44. \_\_\_\_\_

*New London Real Estate*

PO Box 360  
New London, MN 56273  
(320)-354-5494 • Fax (320)354-5032  
nlre@lds.net

**COMMERCIAL PURCHASE AGREEMENT**

45. Page 2 Date 1/26/2015

46. Property located at SW Airport Drive Willmar
47. **TENANTS/LEASES:** Property  IS  IS NOT subject to rights of tenants (if answer is IS, see attached *Addendum*  
-----*(Check one.)*-----
48. to Commercial Purchase Agreement: Due Diligence).
49. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease  
50. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be  
51. provided to Seller within 30 days of Seller's written request. Said consent  
52. shall not be unreasonably withheld.
53. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and  
54. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.  
55. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall be  
56. paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.
57. **SPECIAL ASSESSMENTS:**
58.  BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING  SELLER SHALL PAY  
-----*(Check one.)*-----
59. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and  
60. payable in the year of closing.
61.  BUYER SHALL ASSUME  SELLER SHALL PAY ON DATE OF CLOSING all other special assessments  
-----*(Check one.)*-----
62. levied as of the date of this Purchase Agreement.
63.  BUYER SHALL ASSUME  SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as  
-----*(Check one.)*-----
64. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's  
65. provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments  
66. or less, as allowed by Buyer's lender.)
67. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of  
68. which is not otherwise herein provided.
69. As of the date of this Purchase Agreement, Seller represents that Seller  HAS  HAS NOT received a notice  
-----*(Check one.)*-----
70. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed  
71. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing  
72. shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on  
73. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide  
74. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare  
75. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other  
76. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,  
77. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all earnest  
78. money paid hereunder to be refunded to Buyer.
79. **POSSESSION:** Seller shall deliver possession of the Property no later than immediately after closing, unless otherwise  
80. agreed to in writing.
81. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the Property  
82. herein including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated  
83. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.
84. **RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing, for  
85. any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing,  
86. this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee  
87. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,  
88. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all earnest  
89. money paid hereunder to be refunded to Buyer.

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nlre@tlds.net

**COMMERCIAL PURCHASE AGREEMENT**

90. Page 3 Date 1/26/2015

91. Property located at SW Airport Drive Willmar.
92. **EXAMINATION OF TITLE:** Seller shall, at its expense, within 45 days after Final
93. Acceptance of this Purchase Agreement, furnish to Buyer, or licensee representing or assisting Buyer, a commitment
94. for an owner's policy of title insurance from TBD, including levied  
(Name of Title Company)
95. and pending special assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the
96. commitment for title insurance to provide Seller, or licensee representing or assisting Seller, with written objections.
97. Buyer shall be deemed to have waived any title objections not made within the Objection Period provided for immediately
98. above and any matters with respect to which title objection is so waived may be excepted from the warranties in the
99. Deed as specified herein to be delivered pursuant to this Agreement.
100. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have 30 days ("Cure Period") from receipt of Buyer's written title
101. objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title objections,
102. Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether or not
103. Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated amounts
104. created by instruments executed by Seller and which can be released by payment proceeds of closing shall not delay
105. the closing.
106. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period,
107. Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller declare this Purchase
108. Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase
109. Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign
110. a written cancellation confirming said cancellation and directing all earnest money paid hereunder to be refunded to
111. Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above, Buyer shall be
112. bound to proceed with the closing and to purchase the Property subject to the objections Seller has declined to cure
113. without reduction in the Purchase Price.
114. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that
115. Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase
116. Agreement canceled as above provided, Seller shall use commercially reasonable efforts to cure the specified objections
117. or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required herein and the
118. closing shall be postponed.
119. If Seller, within the Cure Period above provided, corrects the specified objections Seller's notice indicated Seller would
120. endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation
121. establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled
122. closing date, whichever is later.
123. If Seller, within the Cure Period above provided, does not cure the specified objections which Seller's notice indicated
124. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written
125. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,
126. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a written cancellation
127. confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer. Neither party
128. shall be liable for damages hereunder to the other. In the alternative, Buyer may elect to waive such objections by
129. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept
130. title subject to such uncured objections in which event Buyer shall be bound to proceed with the closing and to purchase
131. the Property subject to the objections Seller has not cured without reduction in the purchase price. If neither notice is
132. given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and to
133. proceed to closing as provided in the immediately preceding sentence.
134. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein,
135. Seller, in addition to any other right or remedy available to Seller hereunder, at law or in equity may cancel this Purchase
136. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all
137. earnest money paid hereunder as liquidated damages.
138. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein,
139. Buyer may, in addition to any other right or remedy available to Buyer hereunder, seek specific performance within six
140. (6) months after such right of action arises.

*New London Real Estate*

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nlre@tds.net

**COMMERCIAL PURCHASE AGREEMENT**

141. Page 4 Date 1/26/2015

142. Property located at SW Airport Drive Willmar.
143. **REPRESENTATIONS AND WARRANTIES OF SELLER:** The following representations made are to the best  
144. of Seller's knowledge.
145. There is no action, litigation, investigation, condemnation or other proceeding of any kind pending or threatened against  
146. Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to closing, Seller  
147. will promptly notify Buyer of such proceeding.
148. The Property is in compliance with all applicable provisions of all planning, zoning and subdivision rules, regulations  
149. and statutes. Seller has obtained all necessary licenses, permits and approvals necessary for the ownership and  
150. operation of the Property.
151. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures or tools furnished  
152. within the 120 days immediately preceding the closing in connection with construction, alteration or repair of any  
153. structure on, or improvement to, the Property.
154. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of  
155. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,  
156. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices  
157. received by Seller shall be provided to Buyer immediately.
158. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or  
159. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options  
160. to purchase, rights of first refusal, or other similar rights affecting the Property.
161. Seller is not a "foreign person," "foreign partnership," "foreign trust," or "foreign estate," as those terms are defined in  
162. Section 1445 of the Internal Revenue Code.
163. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date  
164. of closing.
165. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good  
166. standing under the laws of the state of Minnesota; that Seller is duly qualified to transact business in the State of  
167. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and  
168. the Seller's Closing Documents signed by it; such documents have been duly authorized by all necessary action on  
169. the part of Seller and have been duly executed and delivered; that the execution, delivery and performance by Seller of  
170. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,  
171. order or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations  
172. of Seller, and are enforceable in accordance with their terms.
173. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,  
174. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the  
175. breach of any of the above representations and warranties, whether such breach is discovered before or after the date  
176. of closing.
177. See attached *Addendum to Commercial Purchase Agreement: Due Diligence*, if any, for additional representations  
178. and warranties.
179. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants  
180. to Seller that Buyer is duly organized and is in good standing under the laws of the state of Minnesota; that Buyer is  
181. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and  
182. authority to enter into this Purchase Agreement and the Buyer's Closing Documents signed by it; such documents  
183. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;  
184. that the execution, delivery and performance by Buyer of such documents do not conflict with or result in a violation  
185. of Buyer's organizational documents or Bylaws or any judgment, order or decree of any court or arbiter to which Buyer  
186. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with  
187. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and  
188. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because  
189. of the breach of any of the above representations and warranties, whether such breach is discovered before or after  
190. the date of closing.
191. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**
192. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)  
193. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)  
194. ending at 11:59 P.M. on the last day.

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**COMMERCIAL PURCHASE AGREEMENT**

195. Page 5 Date 1/26/2015

196. Property located at SW Airport Drive Willmar
197. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless
198. stated elsewhere by the parties in writing.
199. **DEFAULT:** If Buyer defaults in any of the agreements herein, Seller may cancel this Purchase Agreement, and any
200. payments made hereunder, including earnest money, shall be retained by Seller as liquidated damages and Buyer
201. and Seller shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed
202. by law.
203. If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the
204. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.
205. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual
206. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to
207. specific performance, such action must be commenced within six (6) months after such right of action arises.
208. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO**
209. **CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE**
210. **DATE OF THIS PURCHASE AGREEMENT.**
211. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential
212. property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement: Seller's*
213. *Property or Disclosure Statement: Seller's Disclosure Alternatives* form.

214. *(Check appropriate boxes.)*
215. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
216. **CITY SEWER**  YES  NO / **CITY WATER**  YES  NO
217. **SUBSURFACE SEWAGE TREATMENT SYSTEM**
218. SELLER  DOES  DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING  
*(Check one.)*
219. THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
220. *Subsurface Sewage Treatment System.*)
221. **PRIVATE WELL**
222. SELLER  DOES  DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well  
*(Check one.)*
223. is located on the Property, see *Disclosure Statement: Well.*)
224. THIS PURCHASE AGREEMENT  IS  IS NOT SUBJECT TO AN **ADDENDUM TO PURCHASE AGREEMENT:**  
*(Check one.)*
225. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**
226. (If answer is **IS**, see attached *Addendum.*)
227. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
228. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
229. **TREATMENT SYSTEM.**

230. **NOTICE**
231. Earl Rich is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) *(Check one.)*
232. NEW LONDON REAL ESTATE  
(Real Estate Company Name)
233. Jean Lindemann is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) *(Check one.)*
234. Pro 1 Real Estate  
(Real Estate Company Name)

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**COMMERCIAL PURCHASE AGREEMENT**

235. Page 6 Date 1/26/2015

236. Property located at SW Airport Drive Willmar

237. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a  
238. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual  
239. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary  
240. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can  
241. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,  
242. terms and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or  
243. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents  
244. may not advocate for one party to the detriment of the other.

245. **CONSENT TO DUAL AGENCY**

246. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and  
247. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its  
248. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this  
249. transaction without the consent of both parties. Both parties acknowledge that

250. (1) confidential information communicated to Broker which regards price, terms or motivation to buy, sell or lease will  
251. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will  
252. be shared;

253. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

254. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the  
255. sale.

256. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its  
257. salespersons to act as dual agents in this transaction.

258. SELLER: \_\_\_\_\_ BUYER: \_\_\_\_\_

259. By: \_\_\_\_\_ By: \_\_\_\_\_

260. Its: \_\_\_\_\_ Its: \_\_\_\_\_  
(Title) (Title)

261. \_\_\_\_\_ \_\_\_\_\_  
(Date) (Date)

262. SELLER: \_\_\_\_\_ BUYER: \_\_\_\_\_

263. By: \_\_\_\_\_ By: \_\_\_\_\_

264. Its: \_\_\_\_\_ Its: \_\_\_\_\_  
(Title) (Title)

265. \_\_\_\_\_ \_\_\_\_\_  
(Date) (Date)

266. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and assigns.

267. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the  
268. cash outlay at closing or reduce the proceeds from the sale.

269. **ACCEPTANCE DEADLINE.** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 p.m.,

270. February 13th, 2015, and in such event all earnest money shall be returned to Buyer.

*buyer agreed to an extension*

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**COMMERCIAL PURCHASE AGREEMENT**

271. Page 7 Date 1/26/2015

272. Property located at SW Airport Drive Willmar

273. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part  
274. of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or  
275. licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30)  
276. days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing  
277. or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations  
278. under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller  
279. shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid  
280. hereunder to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with  
281. closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in  
282. the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title and interest in and to  
283. any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate  
284. counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written consent.

285. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless  
286. from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership,  
287. operation or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will  
288. not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash  
289. payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys'  
290. fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and  
291. to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for  
292. any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the  
293. indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are  
294. not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and  
295. assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable made  
296. by such party.

297. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall  
298. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and  
299. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this  
300. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and  
301. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase  
302. Agreement.

303. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this  
304. transaction constitute valid, binding signatures.

305. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy  
306. must be delivered.

307. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or  
308. contract for deed and be enforceable after the closing.

309. **OTHER:**  
310. **Legal And Parel Number to be verified and agreed to by all parties or**  
311. **this Purchase Agreement shall be Null and Void.**

311.

312.

313.

314.

315.

316.

317.

318.

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**COMMERCIAL PURCHASE AGREEMENT**

319. Page 8 Date 1/26/2015

320. Property located at SW Airport Drive Willmar

321. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.

322.  If checked, this Purchase Agreement is subject to attached *Addendum to Commercial Purchase Agreement: Counteroffer.*

324. **SELLER**

**BUYER**

325. \_\_\_\_\_

Bergh Fabricating, Inc.

326. By: \_\_\_\_\_

By: [Signature]  
Bergh Fabricating, Inc.

327. Its: \_\_\_\_\_  
(Title)

Its: CEO  
(Title)

328. \_\_\_\_\_  
(Date)

2-13-15  
(Date)

329. **SELLER**

**BUYER**

330. \_\_\_\_\_

\_\_\_\_\_

331. By: \_\_\_\_\_

By: \_\_\_\_\_

332. Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)

333. \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

334. **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ The Final Acceptance Date  
335. is the date on which the fully executed Purchase Agreement is delivered.

336. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
337. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

338. **THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT**  
339. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER**  
340. **MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT**  
341. **TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**  
342. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**  
343. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.**

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**ADDENDUM TO COMMERCIAL PURCHASE  
AGREEMENT: CONVENTIONAL/SBA/OTHER  
MORTGAGE FINANCING**

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1. Date January 26th, 2015

2. Page \_\_\_\_\_

3. Addendum to Purchase Agreement between parties, dated Jan 26, 20 15, pertaining to the  
4. purchase and sale of the Property at SW Airport Drive

5. Willmar MN 56201

6. Financing will be a  **FIRST MORTGAGE only**  **FIRST MORTGAGE AND SUBORDINATE FINANCING.**  
(Check one.)

7. Buyer shall apply for and secure, at Buyer's expense, a (check one):

8.  **CONVENTIONAL**

9.  **PRIVATELY INSURED CONVENTIONAL**

10.  **SMALL BUSINESS ADMINISTRATION**

11.  **OTHER** \_\_\_\_\_

12. Fixed First Mortgage amortized monthly over a period of not more than 30 years, with an initial  
(e.g., fixed, ARM)

13. mortgage interest rate at no more than 7 percent (%) per annum.

14. The mortgage application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date of this  
15. Purchase Agreement. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all  
16. documents required to consummate said financing.

17. **FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies to the first  
18. mortgage and any subordinate financing.

19. (Check one.)

20.  If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not  
21. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately  
22. sign a written cancellation confirming said cancellation and directing all earnest money to be

23.  **REFUNDED TO BUYER**  **FORFEITED TO SELLER.**

(Check one.)

24.  Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, within  
25. \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.

26. For purposes of this Financing Contingency, "Written Statement" means a Written Statement prepared by Buyer's  
27. mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the financing specified  
28. in this Purchase Agreement stating that an appraisal, satisfactory to the lender(s) has been completed and stating  
29. conditions required by lender(s) to close the loan.

30. Upon delivery of the Written Statement, the responsibility for satisfying all conditions required by mortgage  
31. originator(s) or lender(s) are deemed accepted by Buyer. Upon delivery of the Written Statement, if this Purchase  
32. Agreement does not close on the stated closing date for ANY REASON relating to financing, including but not  
33. limited to interest rate and discount points, if any, Seller may, at Seller's option, declare this Purchase Agreement  
34. canceled by providing written notice to Buyer, or licensee representing or assisting Buyer, in which case this  
35. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a written cancellation confirming said  
36. cancellation and directing all earnest money paid hereunder to be forfeited to Seller as liquidated damages. In  
37. the alternative, Seller may seek all other remedies allowed by law.

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**ADDENDUM TO COMMERCIAL PURCHASE  
 AGREEMENT: CONVENTIONAL/SBA/OTHER  
 MORTGAGE FINANCING**

38. Page \_\_\_\_\_

39. Property located at SW Airport Drive Willmar MN 56201

40. If the Written Statement is not provided within the time period specified on line 25, Seller may, at Seller's option,  
 41. declare this Purchase Agreement canceled by written notice to Buyer, or licensee representing or assisting Buyer,  
 42. within \_\_\_\_\_ days after the time period specified on line 25, in which case this  
 43. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a written cancellation confirming said  
 44. cancellation and directing all earnest money paid hereunder to be refunded to Buyer.  
 45. If the Written Statement is not provided within the time period specified on line 25 or Seller has not canceled this  
 46. Purchase Agreement within the time period specified on line 42, then this Financing Contingency is removed. If  
 47. this Purchase Agreement does not close on the stated closing date for ANY REASON relating to financing,  
 48. including but not limited to interest rate and discount points, if any, this Purchase Agreement is canceled. Buyer  
 49. and Seller shall immediately sign a written cancellation confirming said cancellation and directing all earnest money  
 50. paid hereunder to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies  
 51. allowed by law.

52. OTHER: \_\_\_\_\_  
 53. \_\_\_\_\_  
 54. \_\_\_\_\_  
 55. \_\_\_\_\_  
 56. \_\_\_\_\_  
 57. \_\_\_\_\_  
 58. \_\_\_\_\_  
 59. \_\_\_\_\_  
 60. \_\_\_\_\_  
 61. \_\_\_\_\_

62. SELLER  
 63. By: \_\_\_\_\_  
 64. Its: \_\_\_\_\_  
 (Title)  
 65. \_\_\_\_\_  
 (Date)

BUYER  
 By:   
 Its: CEO  
 (Title)  
2-13-15  
 (Date)

66. SELLER  
 67. By: \_\_\_\_\_  
 68. Its: \_\_\_\_\_  
 (Title)  
 69. \_\_\_\_\_  
 (Date)

BUYER  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 (Title)  
 \_\_\_\_\_  
 (Date)

70. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).  
 71. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



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**ADDENDUM TO COMMERCIAL  
PURCHASE AGREEMENT:  
DUE DILIGENCE**

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1. Date 01/26/15

2. Page \_\_\_\_\_

3. Addendum to Purchase Agreement between parties, dated Jan 26 20 15,

4. pertaining to the purchase and sale of the Property at SW Airport Drive

5. Willmar MN 56201

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement the language in  
7. this Addendum shall govern.

8. This Purchase Agreement is contingent upon Buyer's reasonable approval of due diligence matters as agreed to in  
9. this Addendum.

10. Title and examination and title corrections and remedies are excluded from this Addendum and shall be handled in  
11. accordance with terms specified in the Examination of Title and Title Corrections and Remedies section of this Purchase  
12. Agreement.

13. Buyer shall satisfy himself/herself/itself with respect to the physical condition of the Property and the feasibility and  
14. suitability of the Property for Buyer's intended purpose within the respective time period(s) specified herein. Buyer  
15. acknowledges that any information provided by Seller, a third party, or broker representing or assisting Seller regarding  
16. dimensions, square footage, or acreage of land or improvements is approximate. Buyer shall verify the accuracy of  
17. information to Buyer's satisfaction, at Buyer's sole cost and expense.

18. Buyer may declare this Purchase Agreement canceled by providing written notice to Seller, or licensee representing  
19. or assisting Seller, within the respective time period(s) specified herein, in which case this Purchase Agreement is  
20. canceled. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all  
21. earnest money paid hereunder to be refunded to Buyer, unless provided otherwise in this Purchase Agreement.

22. Buyer's failure to give written notice of cancellation of this Purchase Agreement, within the respective time period(s)  
23. specified herein shall conclusively be deemed Buyer's election to proceed with the transaction without correction of any  
24. disapproved items that Seller has not agreed in writing to correct or remedy.

25. **Buyer's Responsibility Regarding Due Diligence:** Buyer shall keep the Property free and clear of all liens, shall  
26. indemnify, defend, and hold Seller harmless from all liability, claims, demands, damages, costs or expenses, incurred  
27. by Seller by reason of any physical damage to the Property or injury to persons caused by Buyer or its agents or  
28. contractors in exercising its rights under this Addendum, and shall return the Property to the same condition it was in  
29. prior to Buyer's testing. Buyer shall not disturb any tenants, employees or occupants of the Property.

30. **Seller's Responsibility Regarding Due Diligence:** Seller agrees to allow reasonable access to the Property for  
31. performance of any surveys, due diligence or inspections agreed to herein. Seller understands that the inspections  
32. may require that all utilities be on and the Seller is responsible for providing same at Seller's expense. If the Property  
33. is occupied by someone other than Owner, Owner shall comply with Minnesota law and existing Owner's lease, if any,  
34. to provide tenant with proper notice in advance of any Property showing.

35. **A. ENVIRONMENTAL ASSESSMENTS/INSPECTIONS:**

36. (i) **Phase I:** This Purchase Agreement  IS  IS NOT contingent upon  BUYER  SELLER  
------(Check one.)-----

37. obtaining a Phase I environmental site assessment of the Property at  BUYER'S  SELLER'S expense  
------(Check one.)-----

38. within 30 days of Final Acceptance Date of this Purchase Agreement.

39. Buyer shall provide reasonable approval of the Phase I environmental site assessment within

40. 15 days of either:

41. (a) Final Acceptance Date of this Purchase Agreement if the Phase I environmental site assessment is  
42. obligated to be obtained by Buyer; or

43. (b) receipt of the Phase I environmental site assessment if Seller is obligated to obtain.

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ADDENDUM TO COMMERCIAL  
PURCHASE AGREEMENT:  
DUE DILIGENCE

44. Page \_\_\_\_\_

45. Property located at SW Airport Drive Willmar

46. (ii) **Phase II:** This Purchase Agreement  IS  IS NOT contingent upon  BUYER  SELLER  
-----*(Check one.)*-----

47. obtaining a Phase II environmental site assessment of the Property at  BUYER  SELLER  
-----*(Check one.)*-----

48. expense within 30 days of Final Acceptance Date of this Purchase Agreement.

49. Buyer shall provide reasonable approval of the Phase II environmental site assessment within

50. 15 days of either:

51. (a) Final Acceptance Date of this Purchase Agreement if the Phase II environmental site assessment is  
52. obligated to be obtained by Buyer; or

53. (b) receipt of the Phase II environmental site assessment if Seller is obligated to obtain.

54. (iii) **Other Testing:** This Purchase Agreement  IS  IS NOT contingent upon  BUYER  SELLER  
-----*(Check one.)*-----

55. obtaining other Intrusive Testing of the Property at  BUYER'S  SELLER'S expense within  
-----*(Check one.)*-----

56. 30 days of Final Acceptance Date of this Purchase Agreement.

57. Buyer shall provide reasonable approval of the assessment/inspection within

58. 15 days of either:

59. (a) Final Acceptance Date of this Purchase Agreement if the assessment/inspection is obligated to be obtained  
60. by Buyer; or

61. (b) receipt of the assessment/inspection if Seller is obligated to obtain.

62. For purposes of this form, "Intrusive Testing" shall mean any testing, inspection(s) or investigation(s) that  
63. changes the Property from its original condition or otherwise damages the Property.

64. Buyer  SHALL  SHALL NOT be required to provide Seller with a copy of any assessment/inspection  
-----*(Check one.)*-----

65. reports obtained by Buyer.

66. (iv) **Seller's Representations on Environmental Concerns:** To the best of Seller's knowledge, there are no  
67. hazardous substances or underground storage tanks except herein noted:

68. **City of Willmar to provide all reports ever conducted on property**

71. **B. GOVERNMENTAL APPROVAL:** The following items, if applicable, shall be completed within  
72. 30 days of Final Acceptance Date of this Purchase Agreement.

73. (i) This Purchase Agreement  IS  IS NOT contingent upon Buyer obtaining approval of governing body of  
-----*(Check one.)*-----

74. development or subdivision plans, as described below, at  BUYER  SELLER expense. If IS, Seller shall  
-----*(Check one.)*-----

75. cooperate with Buyer to obtain such approval.

77. (ii) This Purchase Agreement  IS  IS NOT contingent upon Buyer obtaining approval of governing body for  
-----*(Check one.)*-----

78. rezoning or use permits, as described below, at  BUYER  SELLER expense. If IS, Seller shall  
-----*(Check one.)*-----

79. cooperate with Buyer to obtain such approval.

80. See Addendum To Commercial Purchase Agreement

New London Real Estate

PO Box 360  
New London, MN 56273  
(320)-354-5494 • Fax (320)354-5032  
nlre@tds.net

ADDENDUM TO COMMERCIAL  
PURCHASE AGREEMENT:  
DUE DILIGENCE

82. Page \_\_\_\_\_

83. Property located at SW Airport Drive Willmar

84. **C. OTHER CONTINGENCIES:** This Purchase Agreement is contingent upon Buyer's reasonable approval of the

85. following items, if checked. Buyer shall approve the items within 30 days of either:

86. (a) Final Acceptance Date of this Purchase Agreement if Buyer is obligated to obtain the item; or

87. (b) receipt of the item if Seller is obligated to obtain the item.

88. (Select appropriate options i-vi.)

89.  (i)  BUYER  SELLER obtaining a certificate of survey of the Property, at  BUYER  SELLER  
expense.

90.

91.  (ii)  BUYER  SELLER obtaining soil tests which indicate that the Property may be improved without  
extraordinary building methods or costs, at  BUYER  SELLER expense.

92.

93.  (iii)  BUYER  SELLER obtaining copies of all covenants, reservations and restrictions affecting the Property,  
at  BUYER  SELLER expense.

94.

95.  (iv)  BUYER  SELLER obtaining and approving copies of Association documents at  BUYER  SELLER  
expense.

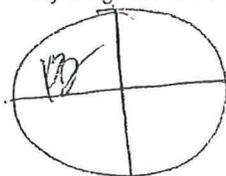
96.

97.  (v) Buyer obtaining from Seller copies of all documents in Seller's possession or control relating to the rights  
of tenants, including but not limited to, rent rolls, leases, common area maintenance fees, and estoppel  
certificates.

98.  
99.  
100. Seller assigns all right, title, and interest in and to the tenant security deposits and the interest earned, if  
101. any, and credited thereon (collectively, the Security Deposits) for the Property at closing. Seller warrants  
102. that the Security Deposits being assigned are all of the Security Deposits being held for tenants at the  
103. Property. Seller shall, immediately after closing, notify tenant of the Security Deposit transfer and of Buyer's  
104. name and address as required under MN Statute 504B.178, Subd. 5. Buyer agrees to hold and apply all  
105. of the Security Deposits in accordance with the terms of the leases of the Property pursuant to MN Statute  
106. 504B.178 and indemnify and agree to hold and defend Seller, its legal representatives, successors and  
107. assigns harmless from and against any and all claims, actions, suits, proceedings, demands, assessments,  
108. judgments, liabilities and costs including, without limitation, reasonable attorney's fees and expenses of  
109. any kind whatsoever, arising from and after the date of closing asserted by said tenants or any person or  
110. persons claiming under any of them with respect to any of the Security Deposits.

111.  (vi) Buyer obtaining from Seller copies of all permits applicable to the Property, operating statements for the  
112. last 15 years, vendor contracts, and any other documents in Seller's possession or  
113. control and relating to the Property.

114. Buyer acknowledges that Seller makes no representations or warranties by providing any documents to  
115. Buyer. Buyer agrees to return all such documents to Seller upon Seller's written request.



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New London, MN 56273  
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**ADDENDUM TO COMMERCIAL  
PURCHASE AGREEMENT:  
DUE DILIGENCE**

116. Page \_\_\_\_\_

117. Property located at SW Airport Drive Willmar

118. D. **BUYER INVESTIGATIONS:** This Purchase Agreement  **IS**  **IS NOT** contingent upon Buyer's investigations  
-----*(Check one.)*-----

119. of the Property for Buyer to satisfy himself/herself/itself with respect to the physical condition of the Property and  
120. the feasibility and suitability of the Property for Buyer's intended purpose. Any Buyer investigations shall be

121. completed within 30 days of Final Acceptance Date of this Purchase  
122. Agreement. All Buyer investigations shall be at Buyer's sole cost and expense.

123. **SELLER**

**BUYER**

124. By: \_\_\_\_\_

By: 

125. Its: \_\_\_\_\_  
(Title)

Its: CFO.  
(Title)

126. \_\_\_\_\_  
(Date)

2-13-15  
(Date)

127. **SELLER**

**BUYER**

128. By: \_\_\_\_\_

By: \_\_\_\_\_

129. Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)

130. \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

131. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
132. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN-ACPA:DD-4 (8/14)

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**ADDENDUM TO COMMERCIAL  
PURCHASE AGREEMENT**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2013 Minnesota Association of REALTORS®, Edina, MN

1. Date 01/26/15  
2. Page \_\_\_\_\_

3. Addendum to Purchase Agreement between parties, dated Jan 26, 2015,  
4. pertaining to the purchase and sale of the Property at SW Airport Drive  
5. Willmar MN 56201  
6. Lot 5, Block Two, Willmar Industrial Park Third Addition.

7. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language  
8. in this Addendum shall govern.  
9. **City of Willmar to provide all reports, releases and other**  
10. **documentation to evidence that the Property is not subject to any**  
11. **government (local, state and federal) approvals or requirements,**  
12. **including, without limitation, historic preservation laws, that would**  
13. **in any way interfere with or prevent Buyer's intended use of the**  
14. **Property. It is understood that Buyer's use of the Property may**  
15. **include the removal of any buildings located on the property.**

14. **City of Willmar to provide all test results pertaining to the soils,**  
15. **and interior and exterior of the buildings to meet Buyers approval**  
16. **prior to closing. The determination of the above referenced results**  
17. **shall be at the Buyers sole and absolute discretion.**

23. SELLER  
24. By: \_\_\_\_\_  
25. Its: \_\_\_\_\_  
(Title)  
26. \_\_\_\_\_  
(Date)

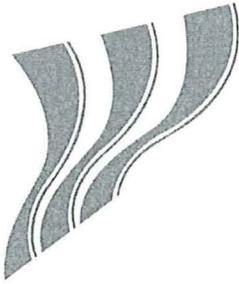
BUYER  
By:   
Its: CFO.  
(Title)  
2-13-15  
(Date)

27. SELLER  
28. By: \_\_\_\_\_  
29. Its: \_\_\_\_\_  
(Title)  
30. \_\_\_\_\_  
(Date)

BUYER  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

31. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).  
32. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.





CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 13

Meeting Date:

Attachments:  Yes No

CITY COUNCIL ACTION

Date: April 6 , 2015

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

Originating Department: Wastewater

Agenda Item: Facility Plan Submittal-4 Pump Station Replacements (Project)

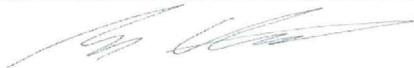
**Recommended Action:** Approve the Engineering Services Agreement with Donohue and Associates for a not-to-exceed amount of \$19,640 to complete a Facility Plan for four (4) lift station replacements. In order to qualify for FY 2016 PFA funding, the Agreement will need authorization to commence work by April 7, 2015.

**Background/Summary:** In completing the PPL application for the Westwood Court Lift Station, it was determined to be beneficial for the City to seek PFA dollars for four Lift Stations (WWC, Gorton, Fairgrounds and Armory) instead of one. These lift stations have been included in the five year Capital Improvement Plan and identified as needing attention in other plans; Comprehensive Sewer Plan, Lift Stations Need Report and Infrastructure Management Plan. This concept allows for scoring and ranking of one project (four lift stations) with one Facility Plan and one environmental review process. It also provides a mechanism to construct the pump stations in phases using the same Facility Plan.

**Alternatives:** Do not seek PFA funding, which in turn voids the need for a Facility Plan.

**Financial Considerations:** There are sufficient funds in the 2015 Wastewater Treatment Budget to cover this agreement.

Preparer: Sean E. Christensen,  
Public Works Director

Signature: 

Comments:



## ENGINEERING SERVICES AGREEMENT

### Facilities Plan Submittal – 4 Pump Station Replacements (Project)

This Agreement is by and between:

City of Willmar (Owner)  
333 6<sup>th</sup> Street SW  
Willmar, MN 56201

and

Donohue & Associates, Inc. (Donohue)  
3311 Weeden Creek Road  
Sheboygan, WI 53081

Who agree as follows:

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

#### APPROVED FOR OWNER

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### APPROVED FOR DONOHUE

By: \_\_\_\_\_

Printed Name: Michael W. Gerbitz, PE

Title: Sr. Vice-President

Date: \_\_\_\_\_

**PART I**  
**PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING**

**A. PROJECT DESCRIPTION**

The City has identified the need to replace four existing lift stations: Westwood Court, Gorton, Fairgrounds, and Armory. The intention is to replace the lift stations in phases with the first project, the Westwood Court Lift Station, to be constructed in 2016. The Westwood Court Lift Station also includes construction of a new sanitary force main.

The City would like to finance the lift station construction projects using loan funds from the State Revolving Fund administered by the Minnesota Public Facilities Authority (PFA). In order to receive funding under this program, a Facilities Plan must be submitted to and approved by the Minnesota Pollution Control Agency (MPCA).

**B. SCOPE OF SERVICES – Facilities Plan Submittal**

Donohue will prepare a Facilities Plan that will include all four pump stations. Once approved by the MPCA, the City would be able to construct the pump stations in phases and use the same Facilities Plan approval to obtain future PFA funds (from subsequent fiscal years). Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

1. Kickoff Meeting and gather information
2. Prepare Facilities Plan
  - 2.1. Describe the existing lift stations, including condition and problems that need correction.
  - 2.2. Document existing and future wastewater flows.
  - 2.3. Prepare conceptual construction cost estimates for each lift station.
  - 2.4. Evaluate alternatives (do nothing, rehabilitation, replacement).
  - 2.5. Determine the impact on existing downstream sewers and wastewater treatment systems.
  - 2.6. Describe the effect (if any) to user rates
  - 2.7. Prepare cost and effectiveness certification form
3. Prepare Environmental Information Worksheet (EIW) Form
4. Prepare for and attend a Public Meeting. According to the MPCA, the Facilities Plan must document a public hearing, which could potentially be a short presentation before a council meeting or at a council meeting.
5. Complete the Facilities Plan Submittal Checklist and submit Facilities Plan and all required documentation to MPCA

**C. PROJECT TIMING**

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement.

To qualify for FY2016 PFA funding, the Minnesota Pollution Control Agency (MPCA) must approve the Facilities Plan by June 30, 2015. To meet this deadline, we will submit a draft Facilities Plan to the City prior to the May 26, 2015 Public Works Committee meeting. The public meeting could be then be held in conjunction with the June 1, 2015 Council Meeting. This schedule is contingent upon receiving authorization to commence by April 7, 2015.

**PART II  
OWNER RESPONSIBILITIES**

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

**PART III**  
**COMPENSATION, BILLING AND PAYMENT**

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these basic Services will not exceed \$19,640 without prior written approval from Owner.
- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

**PART IV**  
**CITY OF WILLMAR, MINNESOTA**  
**STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

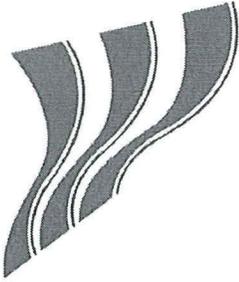
23. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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

*Date: April 2006*

**City of Willmar, MN**  
**Facilities Plan Submittal - 4 Pump Station Replacements**  
**Cost Estimate Summary**  
**Donohue & Associates, Inc.**

| Task   | Gerbitz<br>\$ 235 | Nevers<br>\$ 235 | Kimmler<br>\$ 165 | Bergstrom<br>\$ 135 | Total<br>Hours | Total<br>Labor | Travel   | Printing | Other<br>Expenses | Total<br>Cost |
|--|-------------------|------------------|-------------------|---------------------|----------------|----------------|----------|----------|-------------------|---------------|
| 1 Kick-off Meeting/ Gather information                   |                   |                  | 16                |                     | 16             | \$ 2,640       | \$ 518   |          | \$ 150            | \$ 3,308      |
| 2 Prepare Facilities Plan                                |                   |                  |                   |                     |                |                |          |          |                   |               |
| 2.1 Describe existing lift stations                      |                   |                  | 4                 | 2                   | 6              | \$ 930         |          |          |                   | \$ 930        |
| 2.2 Document existing and future WW flows                |                   |                  | 4                 |                     | 4              | \$ 660         |          |          |                   | \$ 660        |
| 2.3 Prepare cost estimates                               | 1                 |                  | 2                 | 20                  | 23             | \$ 3,265       |          |          |                   | \$ 3,265      |
| 2.4 Evaluate alternatives (rehab vs. new)                |                   |                  | 2                 | 6                   | 8              | \$ 1,140       |          |          |                   | \$ 1,140      |
| 2.5 Impact on downstream sewers & WWTP                   | 1                 |                  | 4                 |                     | 5              | \$ 895         |          |          |                   | \$ 895        |
| 2.6 Check effect on user rates                           | 1                 |                  |                   |                     | 1              | \$ 235         |          |          |                   | \$ 235        |
| 2.7 Prepare cost and effectiveness cert                  |                   |                  | 1                 | 2                   | 3              | \$ 435         |          |          |                   | \$ 435        |
| 3 Prepare EIW  |                   |                  | 12                |                     | 12             | \$ 1,980       |          |          |                   | \$ 1,980      |
| 4 Prepare for and attend Public Meeting                  | 1                 |                  | 16                |                     | 17             | \$ 2,875       | \$ 518   |          | \$ 150            | \$ 3,543      |
| 5 Prepare Facilities Plan and required documentation, QC | 2                 | 2                | 14                |                     | 18             | \$ 3,250       |          |          |                   | \$ 3,250      |
|  |                   |                  |                   |                     | -              | \$ -           |          |          |                   | \$ -          |
|  |                   |                  |                   |                     | -              | \$ -           |          |          |                   | \$ -          |
|  |                   |                  |                   |                     | -              | \$ -           |          |          |                   | \$ -          |
|  |                   |                  |                   |                     | -              | \$ -           |          |          |                   | \$ -          |
|  |                   |                  |                   |                     | -              | \$ -           |          |          |                   | \$ -          |
|  |                   |                  |                   |                     | -              | \$ -           |          |          |                   | \$ -          |
| <b>Total</b>   | 6                 | 2                | 75                | 30                  | 113            | \$ 18,305      | \$ 1,035 | \$ -     | \$ 300            | \$ 19,640     |
| <b>Total Labor Dollars by Labor Class</b>                | \$ 1,410          | \$ 470           | \$12,375          | \$ 4,050            |                |                |          |          |                   |               |



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

**Agenda Item Number:** 14

**Meeting Date:**

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

**CITY COUNCIL ACTION**

**Date:** April 6, 2015

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

**Originating Department:** City Clerk-Treasurer

**Agenda Item:** Consideration of On-Sale, On-Sale, Off-Sale, and 3.2% Intoxicating Malt Liquor License Renewals

**Recommended Action:** Motion to Approve the Renewal Applications from April 25, 2015 to April 25, 2016 on a Roll Call Vote

**Background/Summary:**

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

On-Sale

Kandi Entertainment Center  
Peps Sports Bar

Off-Sale

Cub Foods

On-Sale 3.2% Intoxicating Malt Liquor

KRA Speedway  
Valley Golf Course Inc.

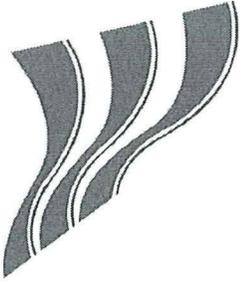
**Alternatives:** Refuse renewals to discontinue alcohol sales

**Financial Considerations:** \$9,250.00

**Preparer:** City Clerk-Treasurer

**Signature:**

**Comments:**



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 15

Meeting Date:

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: April 6, 2015

- Approved     Denied  
 Amended     Tabled  
 Other

Originating Department: City Clerk/Treasurer

Agenda Item: Consideration of City Auditorium Renovation Change Order

Recommended Action: Adopt a Resolution approving Change Order No. 4

Background/Summary: Near the end of construction of the City Auditorium project two change orders surfaced. Change Order No. 4 has subparts as detailed in the quotes from Corner Stone Construction Services.

- 4.A Remove and replace one two-way valve for AHU 1 with one three-way valve per request of the engineer. \$1,550.00
- 4.B Block off each floor level with mineral wool, drywall, and fire caulk preventing smoke and fire from transferring from one floor to the next. Close the chases with drywall and fire tape. \$2,630.00

|                                       |                 |
|---------------------------------------|-----------------|
| Original Contract Price               | \$744,000       |
| Add Change Order #1 Roof Patching     | \$18,700        |
| Add Change Order #2 Glass Wall Soffit | \$3,200         |
| Add Change Order #3                   | <u>\$14,921</u> |
| Adjusted Contract Sum                 | \$780,821       |
| Add Change Order #4                   | <u>\$4,180</u>  |
| New Contract Sum                      | \$785,001       |

|  |                                   |
|--|-----------------------------------|
| <b>Contingency Budget Amount Remaining</b> | <b>Original Amount \$74,400</b>   |
|  | Change Order #1 <b>(\$18,700)</b> |
|  | Change Order #2 <b>(\$3,200)</b>  |
|  | Change Order #3 <b>(\$14,921)</b> |
|  | Change Order #4 <b>(\$4,180)</b>  |
|  | <b>\$32,999</b>                   |

Alternatives: 4A. No alternative.  
4B. No prudent alternate as it now meets fire code

Financial Considerations: \$4,180

Preparer: Kevin Halliday, City Clerk-Treasurer

Signature:

Comments:



AIA®

# Document G701™ – 2001

## Change Order

|  |  |  |
|--|--|--|
| <b>PROJECT</b> <i>(Name and address):</i><br>296.15 City of Willmar -Auditorium<br>2014 Renovation<br>Willmar, MN      | <b>CHANGE ORDER NUMBER:</b> 004<br><b>DATE:</b>  | <b>OWNER:</b> <input checked="" type="checkbox"/><br><b>ARCHITECT:</b> <input checked="" type="checkbox"/><br><b>CONTRACTOR:</b> <input checked="" type="checkbox"/><br><b>FIELD:</b> <input type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |
| <b>TO CONTRACTOR</b> <i>(Name and address):</i><br>CornerStone of Willmar, Inc.<br>1020 Hwy 71 NE<br>Willmar, MN 56201 | <b>ARCHITECT'S PROJECT NUMBER:</b> 296.15<br><b>CONTRACT DATE:</b> September 17, 2014<br><b>CONTRACT FOR:</b> General Construction |  |

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

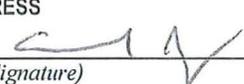
1. Install a new 3 way valve for air handler number 1. This item improves hydronic heating system performance. Add: \$1,550.00
  2. Additional Patching to Vertical Shafts per fire marshal's requirements. Add: \$1,420.00
  3. Add patching fire and smoke blocking in vertical shafts per fire marshal's requirements. Add: \$1,210.00
- Total \$4,180.00

|  |               |
|--|---------------|
| The original Contract Sum was  | \$ 744,000.00 |
| The net change by previously authorized Change Orders                    | \$ 36,821.00  |
| The Contract Sum prior to this Change Order was                          | \$ 780,821.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 4,180.00   |
| The new Contract Sum including this Change Order will be                 | \$ 785,001.00 |

The Contract Time will be increased by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

|   |   |   |
|---|---|---|
| <u>Engan Associates, P.A.</u><br><b>ARCHITECT</b> <i>(Firm name)</i>  | <u>CornerStone of Willmar, Inc.</u><br><b>CONTRACTOR</b> <i>(Firm name)</i>   | <u>City of Willmar</u><br><b>OWNER</b> <i>(Firm name)</i> |
| <u>311 4th St SW, PO Box 956, Willmar, MN 56201</u><br><b>ADDRESS</b>   | <u>1020 Hwy 71 NE, Willmar, MN 56201</u><br><b>ADDRESS</b>  | <u>333 6th St SW, Willmar, MN 56201</u><br><b>ADDRESS</b> |
| <br><b>BY</b> <i>(Signature)</i> | <br><b>BY</b> <i>(Signature)</i> | <br><b>BY</b> <i>(Signature)</i>                          |
| <u>Andrew J. Bjur, AIA</u><br><i>(Typed name)</i>   | <u>Clay VenOsdel</u><br><i>(Typed name)</i>   | <br><i>(Typed name)</i>                                   |
| <u>3-19-15</u><br><b>DATE</b>   | <br><b>DATE</b>   | <br><b>DATE</b>   |



1020 Highway 71 NE  
Willmar, MN 56201  
(320) 231-0727

Construction Management  
General Contractor  
"Design-Build"

02/24/2015

Willmar Auditorium

Re: Switching 1 two way valve to three way

### Proposal

Bid- Remove and replace 1 two way valve for AHU 1 with 1 three way valve per the request of the engineer.

**Proposed Price: \$ 1,550.00**

Kinds Regards,

Ray Rasmussen

1020 Highway 71 NE  
Willmar, MN 56201  
(320) 231-0727

Construction Management  
General Contractor  
"Design-Build"

10/12/15

Willmar Auditorium

Re: Closing in chases per Fire Chief's needs.

**Proposal**

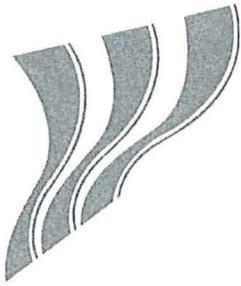
Bid- Block off each floor level with mineral wool, drywall, and fire caulk, preventing smoke and fire from transferring from one floor to the next in these areas. Close the chases with drywall and fire tape.

**Original proposed price: \$ 1,420.00**  
**Additional fire proofing: \$ 1,210.00**

**New proposed price: \$ 2,630.00**

Thank you for considering Cornerstone,

Ray Rasmussen



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 16

Meeting Date:

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: April 6, 2015

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: Community Ed & Recreation

Agenda Item: Consideration of City Auditorium Gym Floor and Stage Floor Improvements

Recommended Action: Resolution directing Mayor and City Administrator to sign an agreement with Johnson Floor Sanding for the improvements

Background/Summary: During the installation of the large AHU system, the excess moisture from the units appears to have caused a gym floor ripple which needs board replacement work. Johnson Floor Sanding Company submitted a bid of \$1,750 to repair the 88 square feet of damaged wood. This may complete the work for function but the old, yellowed urethane sealer would leave a noticeable floor board color difference. Every so many decades the gym floor gets sanded and sealed with new urethane and staff is recommending the City to complete that task now at the quote of \$14,400 (includes the damaged board repair). This additional work is not a change order to the Cornerstone Auditorium contract.

Alternatives: 1. Repair damaged boards only at \$1,750 and live with discolored area.

Financial Considerations: \$14,400 in excess City Auditorium project contingency budget be moved to the City Auditorium budget.

Preparer: Steve Brisendine

Signature:

Comments:

# JOHNSON FLOOR SANDING

57963 CSAH 22  
Litchfield, MN 55355  
320-212-8063

Chris Simon  
City of Willmar  
333 6<sup>th</sup> St. SW  
Willmar, MN 56201

## Proposal to repair, sand and finish damaged area of gym floor (Auditorium gym)

- \* Tear out and replace approximately 88 sq. ft. of damaged wood.
- \* Sand areas, seal, paint lines as needed and finish coat.
- \* Does not include any repairs to subfloor. Given the nature of the damage, I doubt there would be subfloor damage. Subfloor repair would be additional material and \$ 60 / hour.

## City is responsible for:

- \* Electrician to hook up 3 phase 220 volt (required for sanding machines), 40 amp. min.
- \* Disposal of all trash generated including sanding dust, empty containers, used sand paper, etc.

## Bid includes all labor and material (for year 2015)

Repair based on approximately 88 sq. ft. @ \$ 20/sq. ft.

**Total** **\$ 1,750.00**

\* As with any repair only, the sanded off area will contrast drastically from the surrounding floor. It would always be best to sand the entire floor to better blend in the repaired area.

Submitted by: \_\_\_\_\_ Mark L. Johnson

Accepted by: \_\_\_\_\_

**SPORTS FLOORS \* RESIDENTIAL \* COMMERCIAL**

# JOHNSON FLOOR SANDING

57963 CSAH 22  
Litchfield, MN 55355  
320-212-8063

Chris Simon  
City of Willmar  
333 6<sup>th</sup> St. SW  
Willmar, MN 56201

## Proposal to sand and finish gym floor (Auditorium gym)

- \* Sand and seal with Hillyards oil modified urethane sealer (or water-based)
- \* Replace game lines as discussed
- \* Buff, clean and add two finish coats (or Hillyards "1907" water-based)
- \* Lettering to be done by Sid's Signs, New Ulm, MN (507-359-9536)  
fax. 507-354-3972

## City is responsible for:

- \* Electrician to hook up 3 phase 220 volt (required for sanding machines), 40 amp. min.
- \* Disposal of all trash generated including sanding dust, empty containers, used sand paper, etc.
- \* Provide Sid's Signs with exact font of lettering and approve logo designs.

## Bid includes all labor and material (for year 2015)

|   | <u>Oil based</u>    | <u>Water based</u>  |
|---|---------------------|---------------------|
| Sanding, main games lines and finish                    | \$ 12,950.00        | \$ 14,275.00        |
| Painted border (up to 6")                               | \$ n/c              | \$ n/c              |
| 2 – Tennis courts @ \$ 100 each                         | \$ 200.00           | \$ 200.00           |
| 2 – pickle ball courts @ \$ 100 each                    | \$ 200.00           | \$ 200.00           |
| * Repair two areas totaling ~ 88 sq. ft. @ \$ 12/sq.ft. | \$ 1,050.00         | \$ 1,050.00         |
| <b>*Total</b>   | <b>\$ 14,400.00</b> | <b>\$ 15,725.00</b> |

\* Repair would not include any subfloor repair. Given the nature of the damage, I doubt there would be subfloor damage. Subfloor repair would be additional material and \$ 60 / hour.

Artwork not included.

*Final approved design could change price.*

Submitted by: \_\_\_\_\_ Mark L. Johnson

Accepted by: \_\_\_\_\_

**SPORTS FLOORS \* RESIDENTIAL \* COMMERCIAL**