

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

June 2, 2014
7:00 p.m.

The regular meeting of the Willmar City Council was called to order by the Honorable Mayor Frank Yanish. Members present on a roll call were Mayor Yanish, Council Members Audrey Nelsen, Denis Anderson, Ron Christianson, Steve Ahmann, Tim Johnson and Bruce DeBlicek; Present 7, Absent 2. Council Members Jim Dokken and Rick Fagerlie were excused from the meeting.

Others present were City Administrator Charlene Stevens, Acting Police Chief Jim Felt, Public Works Director Sean Christensen, Planning and Development Director Bruce Peterson, Finance Director Steve Okins, City Clerk Kevin Halliday, and City Attorney Robert Scott.

Council Member Anderson offered a motion adopting the Consent Agenda which included the following: City Council Minutes of May 19, Special City Council Minutes of May 19, Rice Memorial Hospital Special Board Minutes of May 14, Rice Memorial Hospital Board Minutes of May 21, Willmar Municipal Utilities Minutes of May 27, Planning Commission Minutes of May 28, Accounts Payable Report through May 28, Willmar Lakes Area CVB Board Minutes of April 15, Willmar Police Commission Minutes of April 17, and the Kandiyohi Area Transit Operations Board Minutes of April 22, 2014. Council Member DeBlicek seconded the motion, which carried.

Mayor Yanish acknowledged one request to speak in the Open Forum. Bob Skor, 617 SW 14th Street, came before the Council to request an update to the repair of the the water problems at the Auditorium. City Clerk Kevin Halliday commented this would be addressed later in the meeting.

The Community Development Committee Report for May 29, 2014 was presented to the Mayor and Council by Council Member DeBlicek. There were seven items for consideration.

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

Item No. 2 The Committee discussed a proposal by staff to increase building permit fees to more accurately reflect the cost of providing the service. It was noted that the City is operating with a fee schedule from the 1994 Uniform Building Code. The Committee debated whether building inspections should be a service that the City provides or if the entire cost should be covered by those who use the service. Staff advocated that building permit fees be considered a user fee. Staff has done rough cost accounting to break down the true cost of providing the service, as a number of staff and departments are involved in the process. Staff was asked to bring additional information back to the Committee, breaking down the costs of providing the service and showing the impact of fee increases on different levels of construction value. It was suggested that now is not the right time to increase fees. Staff will bring additional information back to a future meeting. This was received for information only.

Item No. 3 Staff presented the draft goals and objectives for the Highway 12 Corridor Study as prepared by the Technical Advisory Committee. The study is intended to provide a framework to guide future land use and transportation decision-making within the corridor. It is not intended to be an engineering plan with specific design guidelines. The Committee reviewed the goals and objectives, and was satisfied that the study would adequately address the City's long-term needs. This was received for information only.

Item No. 4 Staff requested that the demolition of the former Rule Tire buildings be given final approval. A low quote in the amount of \$48,500 has been submitted by M.A.A.C of Montevideo. They have staff available and would like to pursue the project in the very near future. A funding source was identified.

Staff was requesting that funds that had been approved for airport capital improvements be reallocated to cover the costs of the demolition. The State of Minnesota, for 2014, did not approve the terminal irrigation or the planning/ design for airport fencing. These two items totaled \$54,000 of local funds in the CIP.

The Committee was recommending acceptance of the quote from M.A.A.C, Inc., in the amount of \$48,500 using the reallocated 2014 Capital Improvement Funds and authorizing the Mayor and City Administrator to enter into an agreement for the demolition of the former Rule Tire buildings.

Resolution No. 1 was introduced by Council Member DeBlieck, seconded by Council Member Christianson, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 6, Noes 0.

RESOLUTION NO. 1

Whereas the City of Willmar desires to retain a firm to provide services for the Former Rule Tire Building Demolition Project for the City of Willmar; and

Whereas a proposal has been made by, and an agreement prepared to retain the firm of M.A.A.C. Inc. of Montevideo, Minnesota for a not-to-exceed amount of \$48,500 for said services;

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

Dated this 2nd day of June, 2014.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

Item No. 5 Under Old Business the Committee discussed an update provided by staff on the former airport land release process.

Item No. 7 Under New Business the Committee inquired about progress on a number of projects including Taco Bell, Hardees, Bethesda, ALDI, and Advance Auto.

The Community Development Committee Report for May 29, 2014, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Member DeBlieck, seconded by Council Member Anderson, and carried.

City Clerk Kevin Halliday presented a contract with Engan Associates, P.A. for the Council's consideration. The contract covers professional services for the City Auditorium and is broken into four parts Design Development for \$16,000, Construction Documents for \$20,000, Bidding and Negotiating for \$2,500 and Construction Administration for \$5,500 totaling \$44,000.00. It was noted there is nothing included in the breakdowns for environmental review and cleanup. Engan and Associates worked to solicit the professional services of an environmental consultant to complete that portion of the Master Plan. A separate contract with Midwest Environmental Consultants (MEC) is being finalized. It is not until the environmental issues can be addressed that plans and specifications can be developed to alleviate the water problems. Engan and Associates have been evaluating the gutter work and tuck pointing of the structure at this time. It is the recommendation of staff that the Council enter into the contract as presented.

The Council discussed the aspects of the scope of services to include a timeline for the project. City Clerk Halliday stated no reconstruction can take place until after the environmental consultant gives the authorization to reconstruct after the destruction has taken place. The entire building will be cleaned and areas of asbestos concerns will be identified.

Resolution No. 2 was introduced by Council Member Anderson, seconded by Council Member DeBlieck, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 6, Noes 0.

RESOLUTION NO. 2

Whereas the City of Willmar desires to retain a firm to provide services for the City Auditorium Hazard Abatement and Building Improvement Project for the City of Willmar; and

Whereas a proposal has been made by, and an agreement prepared to retain the firm of Engan Associates, P.A. of Willmar, Minnesota for a not-to-exceed amount of \$44,000 for said services;

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

Dated this 2nd day of June, 2014.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

Planning and Development Services Director Bruce Peterson brought forth a preliminary plat for the Mayor and Council's consideration. Har-Mar Foods Addition is a two-parcel subdivision at 1704 South First Street owned by Har-Mar Foods of Marshall, Minnesota. There are two existing buildings on the parcel and the proposed plat would split the lot allowing access and common interest between the two properties. The concept has been approved by the Planning Commission. A motion was made by Council Member Anderson to approve the Preliminary Plat of Har-Mar Foods Addition. Council Member DeBlieck seconded the motion, which carried.

City Clerk Kevin Halliday presented a Special Event Permit for the Willmar Fests Beach Party at Robbins Island on June 21 serving the full array of alcohol beverages using license holder Bakers Creek Eatery, LLC. The Community Education and Recreation Board approved the request. Staff was recommending the Council approve the Special Event Permit for the Robbins Island Beach Party. Council Member Christianson moved to approve the recommendation, with Council Member Ahmann seconding the motion, which carried on a roll call vote of Ayes 6, Noes 0. Mayor Yanish requested to go on record as being opposed to the permit.

City Clerk Kevin Halliday presented a second request for a Special Event Permit. The Willmar Stingers will be holding a "Jimmy Buffett, Margarita Ville" night on June 28, with plans to serve a full array of liquor using license holder Bakers Creek Eatery, LLC. They are requesting a City Park Special Event allowing them to distribute alcohol on park grounds. The Community Education and Recreation Board approved the request. Staff was recommending the Council approve the permit for the Willmar Stingers event. Council Member DeBlieck moved to approve the recommendation, with Council Member Anderson seconding the motion, which carried on a roll call vote of Ayes 6, Noes 0.

There was no Old Business brought before the Council.

New Business included the announcement of the Retirement Party for Arena Manager Kevin Madsen on June 3, 2014 at the Civic Center.

Announcements for Council Committee meeting dates were as follows: Finance, June 9; Public Works/Safety, June 10; Labor Relations, June 11; and Community Development, June 12; Finance CIP and Budget Work Session, June 23, 2014.

There being no further business to come before the Council, the meeting adjourned at 7:36 p.m. upon motion by Council Member Anderson, seconded by Council Member Christianson, and carried.

Attest:

MAYOR

SECRETARY TO THE COUNCIL

WILLMAR MUNICIPAL UTILITIES MINUTES
MUNICIPAL UTILITIES AUDITORIUM
JUNE 9, 2014

The Municipal Utilities Commission met in its regular meeting on Monday, June 9, 2014 at 11:45 a.m. in the Municipal Utilities Auditorium with the following Commissioners present: Steve Salzer, Matt Schrupp, Dan Holtz, Joe Gimse, and Justin Mattern. Absent were Commissioners Carol Laumer & Jeff Nagel.

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

Due to the absence of Secretary Laumer, President Salzer opened the meeting by appointing Commissioner Gimse to serve as Acting Secretary. Following the appointment, Commissioner Gimse requested an additional agenda item be added to the business portion of the meeting. The requested item would be listed as Item #3.c. and would address the future of Willmar's wind turbines. Following the request, Item #3.c. was added to the agenda for discussion. Commissioner Salzer proceeded by requesting a resolution to approve the Consent Agenda. Following a review, Commissioner Holtz offered a resolution to approve the Consent Agenda as presented. Commissioner Schrupp seconded.

RESOLUTION NO. 21

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

- ❖ Minutes from the May 27, 2014 Commission meeting; and,
- ❖ Bills represented by vouchers No. 140974 to No. 141050 inclusive in the amount of \$708,657.01 with a MISO charge in the amount of \$16,189.76 and a Westmoreland Resource coal payment in the amount of \$109,040.00.

President

ATTEST:

Acting Secretary

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

General Manager Hompe reopened discussion with the Commission on the opportunity to become a MISO Transmission Owner (TO). It was noted that at the previous MUC meeting, representatives from MCR Performance Solutions, LLC, of Deerfield, Illinois, were on hand to present their analysis of the costs and benefits associated with becoming a MISO TO. The various benefits of becoming a TO would including "having a seat at the table" for decision making of both current and future power supply options and investments. By becoming actively involved as a TO, WMU would be

involved in the decision-making process of choosing which projects to participate in that would be advantageous to WMU and the citizens of Willmar. Following discussion, Commissioner Mattern offered a resolution to approve authorizing the implementation of becoming a MISO TO, effective January 1, 2016. Commissioner Gimse seconded.

RESOLUTION NO. 22

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Willmar Municipal Utilities Staff is hereby authorized to initiate and begin the process to become a MISO Transmission Owner, with full membership to go into effect beginning January 1, 2016."

President

ATTEST:

Acting Secretary

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

Director of Finance Hunstad presented the Commission with two utility-related reports. The first report to be reviewed was the April 2014 Year to Date Financial Report. Hunstad had compiled an Operating Results Analysis simplifying the report's contents. The next item to be discussed was the April 30, 2014 Investment Portfolio. Following discussion, the Commission expressed their appreciation for the data presented.

Commissioner Gimse introduced discussion concerning Willmar's two wind turbine generators. Gimse was requesting to address questions and comments regarding the current and future status of the turbines. One note of interest included the current warranty which will be expiring in September (2014). Other points of interest would include future operating & maintenance costs and financial considerations. Following discussion, it was the consensus of the Commission to have Adm. Secretary Mattheisen issue a brief questionnaire to be completed by each individual Commissioner and directly returned to her by June 18th. Commissioners were reminded of the Open Meeting Laws regarding discussing the matter. Following the compiling of the questions and comments submitted by each Commissioner, the results will be presented to Staff for their input. An analysis of the questions & comments will then be directed to the Commission at a future meeting for discussion.

General Manager Hompe made a request to the Commission to schedule meetings of both the WMU Planning Committee and the WMU Labor Committee. It was the consensus of Committee members to tentatively schedule the Planning Committee meeting for either June 12th or 13th and the Labor Committee meeting for June 26th. Once the dates and times have been confirmed, a notice will be forwarded to all Committee members.

General Manager Hompe reminded the Commissioners of a number of upcoming utility-related events. Items of interest to note include:

- APPA Utility Governance Webinar Series (nine-part series): #6: "Rate Making for Utility Boards & City Councils", Monday, June 30th @ 1:00-2:30 p.m.
- APPA National Conference – June 13-18 (Denver, CO)
- MMUA Annual Summer Meeting – August 18-20 (Arrowwood Resort – Alexandria)

Anyone interested in attending or participating in any of the events is asked to contact Beth Mattheisen (WMU Office) to make the necessary arrangements.

There being no further business to come before the Commission, Commissioner Schrupp offered a motion to adjourn the meeting. Commissioner Holtz seconded the motion which carried, and the meeting was adjourned by a vote of five ayes and zero nays.

Respectfully Submitted,
WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Administrative Secretary

ATTEST:

Joe Gimse, Acting Secretary

June 4, 2014

Rudy Vigil
WRAC 8
417 W Litchfield Ave.
Willmar, MN 56201

Dear Rudy,

I am writing to request consideration to be part of the Willmar Citizen's Cable Advisory Committee. I am open to any questions you may have in regards to my interest. I can be reached at 320-894-4884 or in writing at 4792 HWY. 9 NW, Sunburg, MN 56289.

Thank you for your consideration.

Sincerley,

A handwritten signature in cursive script that reads "Jodi Wambeke". The signature is written in dark ink and is positioned above the printed name.

Jodi Wambeke

June 4, 2014

Rudy Vigil
417 SW Litchfield Avenue
Willmar, MN 56201

Dear Rudy,

I'm interested in serving on the Willmar Citizens Cable Advisory Committee.
Please keep me in mind if there's an opening.

Thank you!

Sincerely,

Susan Mattson

Susan Mattson
7261 Long Lake Road
Willmar, MN 56201
(320) 235-8300 or susan0804@q.com

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 39698 06/11/14 SEPTIC PUMPING	330.00		24671		D N	CLEANING AND WAS	230.43430.0338
ALEX AIR APPARATUS INC 002061 39699 06/11/14 SMOKE FLUID	350.01		25790		D N	GENERAL SUPPLIES	101.42412.0229
AMERICAN WELDING & GAS I 000057 39700 06/11/14 FIRE EXTINGUISHER INSP.	50.00		02752628		D N	MTCE. OF EQUIPME	230.43430.0334
39700 06/11/14 WELDING GAS	26.66		02760583		D N	GENERAL SUPPLIES	101.43425.0229
39700 06/11/14 OXYGEN/WELDING GAS	13.33		02760883		D N	GENERAL SUPPLIES	101.43425.0229
	89.99		*CHECK TOTAL				
VENDOR TOTAL	89.99						
AMERIPRIDE LINEN & APPAR 000051 39701 06/11/14 TOWEL SERVICE	28.94		2200508396		D N	CLEANING AND WAS	101.43425.0338
39701 06/11/14 TOWEL SERVICE	25.00		2200508398		D N	CLEANING AND WAS	101.43425.0338
39701 06/11/14 TOWEL SERVICE	25.70		2200513631		D N	CLEANING AND WAS	101.43425.0338
39701 06/11/14 TOWEL SERVICE	25.00		2200513632		D N	CLEANING AND WAS	101.43425.0338
	104.64		*CHECK TOTAL				
VENDOR TOTAL	104.64						
ANDERSON LAW OFFICES 002954 39702 06/11/14 LEGAL SERVICES-MAY	9,708.50		STMT/5-14		D M 07	PROFESSIONAL SER	101.41406.0446
BARRIENTOS/BECKY .02137 39703 06/11/14 REFUND SHELTER DEPOSIT	50.00		060614		D N	DEPOSITS	101.230000
BCA CJTE 000095 39704 06/11/14 DEATH INVEST. CONFERENCE	100.00		4117		D N	TRAVEL-CONF.-SCH	101.42411.0333
39704 06/11/14 DEATH INVEST. CONFERENCE	100.00		4159		D N	TRAVEL-CONF.-SCH	101.42411.0333
	200.00		*CHECK TOTAL				
VENDOR TOTAL	200.00						
BECKER ARENA PRODUCTS IN 000097 39691 06/04/14 GLASS LIFTER-FORKLIFT	4,301.46		97611/97998		D N	MACHINERY AND AU	450.45433.0553
BERNICK'S PEPSI-COLA CO 000103 39705 06/11/14 OFFICE COFFEE	78.96		8629		D N	GENERAL SUPPLIES	101.43425.0229
BOLTON & MENK INC 001010 39706 06/11/14 INTERIM CITY ENG SERVICE	240.00		0166238		D N	PROFESSIONAL SER	101.43417.0446
BSE 001980 39707 06/11/14 6 FLASHLIGHTS	379.38		907446463		D N	SMALL TOOLS	101.42412.0221
BSN SPORTS INC 003001 39708 06/11/14 2 PITCHING MACHINES	287.00		96091634		D N	SMALL TOOLS	101.45432.0221

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INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
DELTA DENTAL OF MINNESOTA			002867							
	39692	06/04/14	DENTAL INSURANCE-JUN	27.35		5536392		D N	RETIRED EMPLOYEE	101.41428.0818
	39692	06/04/14	DELBOQUE INS.-APR/MAY	181.00		5536392		D N	RETIRED EMPLOYEE	101.41428.0818
			VENDOR TOTAL	208.35		*CHECK TOTAL				
				208.35						
DEPT OF HUMAN SERVICES			002914							
	39724	06/11/14	#22 RICE CARE CENTER-	19,447.91		00000205103		D N	OTHER CHARGES	101.41428.0449
DONOHUE & ASSOCIATES			002293							
	39725	06/11/14	WESTERN COLLECTOR SEWE	2,475.48		11678-41		D N	PROFESSIONAL SER	432.48503.0446
	39725	06/11/14	SPERRYVILLE L.S.	1,236.00		12466-13		D N	PROFESSIONAL SER	432.48506.0446
			VENDOR TOTAL	3,711.48		*CHECK TOTAL				
				3,711.48						
DOOLEY'S PETROLEUM INC			000212							
	39693	06/04/14	218 GALLONS UNLEADED	791.79		219449		D N	MOTOR FUELS AND	651.48484.0222
	39693	06/04/14	563 GALLONS DIESEL	1,965.90		219449		D N	MOTOR FUELS AND	651.48486.0222
	39693	06/04/14	122 GALLONS DIESEL	428.46		219459		D N	MOTOR FUELS AND	651.48486.0222
	39693	06/04/14	135 GALLONS DIESEL	498.43		320604		D N	MOTOR FUELS AND	651.48486.0222
	39693	06/04/14	202 GALLONS UNLEADED	749.42		320604		D N	MOTOR FUELS AND	651.48486.0222
	39693	06/04/14	87 GALLONS DIESEL	344.09		320777		D N	MOTOR FUELS AND	651.48486.0222
			VENDOR TOTAL	4,778.09		*CHECK TOTAL				
				4,778.09						
DOOLEY'S PETROLEUM INC			002163							
	39696	06/06/14	3,000 GALLONS UNLEADE	10,145.94		414288		D N	INVENTORIES-MDSE	101.125000
	39696	06/06/14	4,999 GALLONS DIESEL	15,426.67		414288		D N	INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	25,572.61		*CHECK TOTAL				
				25,572.61						
DUININCK CONCRETE			000151							
	39726	06/11/14	CONCRETE	944.25		61120		D N	MTCE. OF OTHER I	101.43425.0226
ED DAVIS BUSINESS MACHIN			000229							
	39727	06/11/14	OFFICE SUPPLIES	46.45		132044		D N	OFFICE SUPPLIES	741.48001.0220
	39727	06/11/14	OFFICE SUPPLIES	46.64		132324		D N	OFFICE SUPPLIES	741.48001.0220
			VENDOR TOTAL	93.09		*CHECK TOTAL				
				93.09						
ED'S SERVICE CENTER & SA			000231							
	39728	06/11/14	TOWING CHARGES	1,170.00		STMT/5-14		D N	OTHER SERVICES	101.42411.0339
	39728	06/11/14	TOWING CHARGES	75.00		117380		D N	TRAVEL-CONF.-SCH	101.42411.0333
			VENDOR TOTAL	1,245.00		*CHECK TOTAL				
				1,245.00						
EMERGENCY RESPONSE SOLUT			003048							
	39729	06/11/14	FIRE HOSE HANDLE	29.39		2220		D N	SMALL TOOLS	651.48484.0221

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
FLAHERTY & HOOD P.A.			001449							
	39738	06/11/14	PROFESSIONAL SERVICES	15,510.53		7072		D M 07	PROFESSIONAL SER	101.41406.0446
FLEETPRIDE			002973							
	39739	06/11/14	#039838-EXH. PIPE/CLAMPS	47.34		60885611		D N	MTCE. OF EQUIPME	101.43425.0224
	39739	06/11/14	#132487-VALVE	114.38		60914425		D N	MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	161.72		*CHECK TOTAL				
				161.72						
G & K SERVICES			002465							
	39740	06/11/14	CLEANING SERVICES	53.80		1043689033		D N	CLEANING AND WAS	230.43430.0338
	39740	06/11/14	CLEANING SERVICES	59.18		1043699632		D N	CLEANING AND WAS	230.43430.0338
	39740	06/11/14	CLEANING SERVICES	59.18		1043710193		D N	CLEANING AND WAS	230.43430.0338
			VENDOR TOTAL	172.16		*CHECK TOTAL				
				172.16						
GAUER/JIM			000989							
	39741	06/11/14	MWOA SECTION MEETING	47.04		458		D N	TRAVEL-CONF.-SCH	651.48484.0333
GENERAL MAILING SERVICES			000293							
	39742	06/11/14	POSTAGE 05/19 - 05/23/14	12.95		12089		D N	POSTAGE	101.41401.0223
	39742	06/11/14	POSTAGE 05/19 - 05/23/14	16.52		12089		D N	POSTAGE	101.41402.0223
	39742	06/11/14	POSTAGE 05/19 - 05/23/14	94.81		12089		D N	POSTAGE	101.41403.0223
	39742	06/11/14	POSTAGE 05/19 - 05/23/14	63.12		12089		D N	POSTAGE	101.41404.0223
	39742	06/11/14	POSTAGE 05/19 - 05/23/14	1.77		12089		D N	POSTAGE	101.41405.0223
	39742	06/11/14	POSTAGE 05/19 - 05/23/14	15.00		12089		D N	POSTAGE	101.41408.0223
	39742	06/11/14	POSTAGE 05/19 - 05/23/14	1.18		12089		D N	POSTAGE	101.42411.0223
	39742	06/11/14	POSTAGE 05/19 - 05/23/14	60.65		12089		D N	POSTAGE	101.43425.0223
	39742	06/11/14	POSTAGE 05/19 - 05/23/14	41.30		12089		D N	POSTAGE	101.45433.0223
	39742	06/11/14	POSTAGE 05/19 - 05/23/14	0.59		12089		D N	POSTAGE	101.45435.0223
	39742	06/11/14	POSTAGE 05/26 - 05/30/14	16.78		12121		D N	POSTAGE	101.41401.0223
	39742	06/11/14	POSTAGE 05/26 - 05/30/14	5.90		12121		D N	POSTAGE	101.41402.0223
	39742	06/11/14	POSTAGE 05/26 - 05/30/14	10.09		12121		D N	POSTAGE	101.41403.0223
	39742	06/11/14	POSTAGE 05/26 - 05/30/14	67.26		12121		D N	POSTAGE	101.41404.0223
	39742	06/11/14	POSTAGE 05/26 - 05/30/14	15.00		12121		D N	POSTAGE	101.41408.0223
	39742	06/11/14	POSTAGE 05/26 - 05/30/14	0.59		12121		D N	POSTAGE	101.41424.0223
	39742	06/11/14	POSTAGE 05/26 - 05/30/14	1.18		12121		D N	POSTAGE	101.42411.0223
	39742	06/11/14	POSTAGE 05/26 - 05/30/14	247.69		12121		D N	POSTAGE	101.43425.0223
	39742	06/11/14	POSTAGE 05/26 - 05/30/14	18.54		12121		D N	POSTAGE	101.45432.0223
	39742	06/11/14	POSTAGE 05/26 - 05/30/14	30.00		12121		D N	POSTAGE	205.48012.0223
	39742	06/11/14	POSTAGE 05/26 - 05/30/14	0.59		12121		D N	POSTAGE	208.45005.0223
	39742	06/11/14	POSTAGE 05/26 - 05/30/14	1.47		12121		D N	POSTAGE	230.43430.0223
	39742	06/11/14	POSTAGE 05/26 - 05/30/14	2.95		12121		D N	POSTAGE	651.48484.0223
	39742	06/11/14	POSTAGE 06/02 - 06/06/14	24.89		12194		D N	POSTAGE	101.41401.0223
	39742	06/11/14	POSTAGE 06/02 - 06/06/14	14.16		12194		D N	POSTAGE	101.41402.0223
	39742	06/11/14	POSTAGE 06/02 - 06/06/14	93.12		12194		D N	POSTAGE	101.41403.0223
	39742	06/11/14	POSTAGE 06/02 - 06/06/14	26.55		12194		D N	POSTAGE	101.41404.0223
	39742	06/11/14	POSTAGE 06/02 - 06/06/14	10.29		12194		D N	POSTAGE	101.41405.0223

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														
	39742	06/11/14	POSTAGE 06/02 - 06/06/14	15.00		12194		D	N				POSTAGE	101.41408.0223
	39742	06/11/14	POSTAGE 06/02 - 06/06/14	1.77		12194		D	N				POSTAGE	101.41428.0223
	39742	06/11/14	POSTAGE 06/02 - 06/06/14	0.59		12194		D	N				POSTAGE	101.43417.0223
	39742	06/11/14	POSTAGE 06/02 - 06/06/14	250.47		12194		D	N				POSTAGE	101.43425.0223
	39742	06/11/14	POSTAGE 06/02 - 06/06/14	8.74		12194		D	N				POSTAGE	205.48012.0223
	39742	06/11/14	POSTAGE 06/02 - 06/06/14	15.05		12194		D	N				POSTAGE	230.43430.0223
				1,186.56										
			VENDOR TOTAL	1,186.56										
													*CHECK TOTAL	
GRAINGER INC 000786														
	39743	06/11/14	SUPPLIES	93.84		9445335293		D	N				GENERAL SUPPLIES	101.45433.0229
GURLEY'S FOODS 001711														
	39744	06/11/14	1ST 1/2 2014 TAX ABTMN	2,251.00		052814		D	N				REFUNDS AND REIM	101.41428.0882
HALLIDAY *PETTY CASH/KE 000318														
	39745	06/11/14	TO REIMBURSE PETTY CASH	64.00		060214		D	N				LICENSES AND TAX	101.42411.0445
HAUG IMPLEMENT CO - JOHN 000324														
	39746	06/11/14	BATTERY-MOSQUITO SPRYR	35.38		163251		D	N				MTCE. OF EQUIPME	101.43425.0224
HAUG-KUBOTA LLC 002609														
	39747	06/11/14	#113803-NUTS/STUD	10.22		4598		D	N				MTCE. OF EQUIPME	101.43425.0224
HAWK PUBLISHING INC 002439														
	39748	06/11/14	MAYOR'S BIKE RIDE AD	175.94		1186		D	N				ADVERTISING	208.45006.0447
HAWKINS INC 000325														
	39749	06/11/14	FERRIC CHLORIDE	4,581.69		3604147 RI		D	N				GENERAL SUPPLIES	651.48484.0229
HAYNES WINDOW CLEANING S 000327														
	39750	06/11/14	CLEANING SERVICES	30.00		24209		D	N				CLEANING AND WAS	101.41409.0338
HEGLUND CATERING 002036														
	39751	06/11/14	CHRISTENSEN-WLCM COFFEE	135.69		7339		D	N				GENERAL SUPPLIES	101.43425.0229
HERITAGE BANK 000001														
	39752	06/11/14	2013 HOSP REV BOND-I	61,137.50		060214		D	N				INTEREST	350.47402.0444
HILLYARD FLOOR CARE SUPP 000333														
	39753	06/11/14	CLEANING SUPPLIES	200.38		601153550		D	N				CLEANING AND WAS	101.43425.0228
	39753	06/11/14	HAND TOWELS/SUPPLIES	205.56		601162301		D	N				GENERAL SUPPLIES	101.41408.0229
	39753	06/11/14	HAND TOWELS/SUPPLIES	205.56		601162301		D	N				GENERAL SUPPLIES	101.45427.0229
				611.50										
			VENDOR TOTAL	611.50										
													*CHECK TOTAL	
HOFFMAN FILTER SERVICE 000335														
	39754	06/11/14	FILTER RECYCLING	50.00		67072		D	N				CLEANING AND WAS	101.43425.0338

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
HOME DEPOT CREDIT SERVIC	39755	06/11/14	SUPPLIES	33.13		2581089		D	N				GENERAL SUPPLIES	651.48484.0229
HOME STATE BANK	39756	06/11/14	2013 HOSP REV BOND-I	6,387.50		060214		D	N				INTEREST	350.47402.0444
INNOVATIVE OFFICE SOLUTI	39757	06/11/14	AIR FRESHENER/FOAM CUPS	46.11		IN0542786		D	N				GENERAL SUPPLIES	101.42412.0229
INTERSTATE POWER SYSTEMS	39758	06/11/14	MT TRACKLESS-BELTS	180.35		594414 RI		D	N				MTCE. OF EQUIPME	101.43425.0224
	39758	06/11/14	HOSE COUPLINGS	1,272.26		597597 RI		D	N				MTCE. OF EQUIPME	651.48485.0224
			VENDOR TOTAL	1,452.61										
													*CHECK TOTAL	1,452.61
J & J DUST CONTROL	39759	06/11/14	DUST CNTL APPLICATION	2,070.00		224		D	M	07			MTCE. OF OTHER I	101.43425.0336
KANDI STEEL CO	39760	06/11/14	STEEL FOR PROJECT	60.00		9693		D	N				GENERAL SUPPLIES	101.45433.0229
KANDIYOHI CO RECORDER'S	39761	06/11/14	PLAT COPIES FEE	10.00		SOP-059389		D	N				PROFESSIONAL SER	101.41400.0446
KANDIYOHI CO SHERIFF'S D	39762	06/11/14	EQUIFAX CHECKS	45.33		052814		D	N				PROFESSIONAL SER	101.42411.0446
KANDIYOHI CO TREASURER	39763	06/11/14	EMPL. ID CARDS/KEYFOBS	2,236.00		052714		D	N				OTHER IMPROVEMEN	450.43425.0554
LAKE REGION BANK	39764	06/11/14	2013 HOSP REV NOTE-I	3,650.00		060214		D	N				INTEREST	350.47402.0444
LEAGUE OF MN CITIES	39695	06/04/14	OKINS-CONFERENCE REGIS.	375.00		200174		D	N				TRAVEL-CONF.-SCH	101.41405.0333
LEAGUE OF MN CITIES INS	39765	06/11/14	VOLUNTEER ACCIDENT PLA	1,233.00		27605		D	N				INSURANCES AND B	101.41428.0441
LEAGUE OF MN CITIES INS	39766	06/11/14	WORKER'S COMP PREMIUM	272.00		27665		D	N				EMPLOYER INSUR.	101.41400.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	57.00		27665		D	N				EMPLOYER INSUR.	101.41401.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	550.00		27665		D	N				EMPLOYER INSUR.	101.41402.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	209.00		27665		D	N				EMPLOYER INSUR.	101.41403.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	274.00		27665		D	N				EMPLOYER INSUR.	101.41404.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	354.00		27665		D	N				EMPLOYER INSUR.	101.41405.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	416.00		27665		D	N				EMPLOYER INSUR.	101.41408.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	172.00		27665		D	N				EMPLOYER INSUR.	101.41409.0114

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
LEAGUE OF MN CITIES INS 001189														
	39766	06/11/14	WORKER'S COMP PREMIUM	74.00		27665		D	N				EMPLOYER INSUR.	101.41409.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	10.00		27665		D	N				EMPLOYER INSUR.	101.41424.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	16,251.00		27665		D	N				EMPLOYER INSUR.	101.42411.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	8,451.00		27665		D	N				EMPLOYER INSUR.	101.42412.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	440.00		27665		D	N				EMPLOYER INSUR.	101.43417.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	14,277.00		27665		D	N				EMPLOYER INSUR.	101.43425.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	532.00		27665		D	N				EMPLOYER INSUR.	101.43425.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	619.00		27665		D	N				EMPLOYER INSUR.	101.45432.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	894.00		27665		D	N				EMPLOYER INSUR.	101.45433.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	295.00		27665		D	N				EMPLOYER INSUR.	101.45437.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	5,606.00		27665		D	N				EMPLOYER INSUR.	651.48484.0114
	39766	06/11/14	WORKER'S COMP PREMIUM	973.00		27665		D	N				EMPLOYER INSUR.	651.48485.0114
			VENDOR TOTAL	50,726.00										
				50,726.00										
														*CHECK TOTAL
LIFELOC TECHNOLOGIES INC 000978														
	39767	06/11/14	PBT CALIBRATION DEVICE	1,257.49		0180366		D	N				SMALL TOOLS	101.42411.0221
LINCOLN FINANCIAL GROUP 002789														
	39768	06/11/14	LIFE INSURANCE-JUNE	55.80		M275		D	N				EMPLOYER INSUR.	101.41400.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	48.75		M275		D	N				EMPLOYER INSUR.	101.41402.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	16.25		M275		D	N				EMPLOYER INSUR.	101.41403.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	29.25		M275		D	N				EMPLOYER INSUR.	101.41404.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	29.25		M275		D	N				EMPLOYER INSUR.	101.41405.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	9.75		M275		D	N				EMPLOYER INSUR.	101.41408.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	29.25		M275		D	N				EMPLOYER INSUR.	101.41409.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	3.25		M275		D	N				EMPLOYER INSUR.	101.41424.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	1,530.85		M275		D	N				INS. PASS THROUG	101.41428.0819
	39768	06/11/14	LIFE INSURANCE-JUNE	331.50		M275		D	N				EMPLOYER INSUR.	101.42411.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	39.00		M275		D	N				EMPLOYER INSUR.	101.42412.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	68.25		M275		D	N				EMPLOYER INSUR.	101.43417.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	201.83		M275		D	N				EMPLOYER INSUR.	101.43425.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	19.50		M275		D	N				EMPLOYER INSUR.	101.45432.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	29.25		M275		D	N				EMPLOYER INSUR.	101.45433.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	5.85		M275		D	N				EMPLOYER INSUR.	101.45435.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	4.87		M275		D	N				EMPLOYER INSUR.	101.45437.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	89.70		M275		D	N				EMPLOYER INSUR.	651.48484.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	9.75		M275		D	N				EMPLOYER INSUR.	651.48485.0114
	39768	06/11/14	LIFE INSURANCE-JUNE	9.75		M275		D	N				EMPLOYER INSUR.	651.48486.0114
			VENDOR TOTAL	2,561.65										
				2,561.65										
														*CHECK TOTAL
LOFFLER 002593														
	39769	06/11/14	COPIER MTCE CHARGE	39.90		1761886		D	N				MTCE. OF EQUIPME	101.43425.0334
M & M COIN LAUNDRY .01152														
	39770	06/11/14	SIGN DEPOSIT REF 2014-10	100.00		2014-10		D	N				DEPOSITS-SIGN PE	101.230001

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
M-R SIGN CO INC			000424											
	39771	06/11/14	STREET SIGNS	473.13		181157		D	N				MTCE. OF OTHER I	101.43425.0226
MAC TOOLS DISTRIBUTOR			002021											
	39772	06/11/14	RADIATOR FILL FUNNEL	39.99		81406		D	N				SMALL TOOLS	101.43425.0221
MACQUEEN EQUIPMENT INC			000427											
	39773	06/11/14	#130012-BROOMS/SIDE BR	3,879.96		2143711		D	N				MTCE. OF EQUIPME	101.43425.0224
	39773	06/11/14	#101303-HYD. MOTOR	1,688.36		2144008		D	N				MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	5,568.32										
													*CHECK TOTAL	
MACTA			000428											
	39774	06/11/14	VIGIL-CONFERENCE REGIS.	230.00		200000063		D	N				TRAVEL-CONF.-SCH	101.41409.0333
MADSEN/KEVIN			001127											
	39775	06/11/14	BLDG SIGN MATERIALS	205.20		169624		D	N				MTCE. OF STRUCTU	101.45433.0225
MAIN STREET WILLMAR			001558											
	39776	06/11/14	2 FLOWER POTS	30.00		233345		D	N				GENERAL SUPPLIES	101.41401.0229
	39776	06/11/14	MEMBERSHIP DUES	100.00		233345		D	N				SUBSCRIPTIONS AN	101.41401.0443
			VENDOR TOTAL	130.00										
													*CHECK TOTAL	
MARTINEZ/JOSE			.02139											
	39777	06/11/14	REFUND SHELTER DEPOSIT	50.00		061014		D	N				DEPOSITS	101.230000
MENARDS			000449											
	39778	06/11/14	CONCRETE REPAIR-MAT'L	7.95		49622		D	N				MTCE. OF OTHER I	101.45437.0226
	39778	06/11/14	SAFETY HASP	65.88		49695		D	N				MTCE. OF EQUIPME	101.45437.0224
	39778	06/11/14	WATER HEATER PARTS	53.55		49728		D	N				MTCE. OF EQUIPME	651.48484.0224
	39778	06/11/14	SUPPLIES	15.90		49728		D	N				GENERAL SUPPLIES	651.48484.0229
	39778	06/11/14	24" PRY BAR	6.99		49728		D	N				SMALL TOOLS	651.48486.0221
	39778	06/11/14	1/2" DR SOCKET SET	14.99		50557		D	N				SMALL TOOLS	651.48484.0221
			VENDOR TOTAL	165.26										
													*CHECK TOTAL	
METRO SALES INC			003016											
	39779	06/11/14	COPIER MTCE 5/12-6/12	262.19		605726		D	N				MTCE. OF EQUIPME	741.48001.0334
MIKE'S SMALL ENGINE CENT			002699											
	39780	06/11/14	SMALL ENGINE DIP STICKS	15.90		105236		D	N				MTCE. OF EQUIPME	101.43425.0224
	39780	06/11/14	MOWER BLADES	36.95		105395		D	N				MTCE. OF EQUIPME	101.43425.0224
	39780	06/11/14	PUSH MOWER PARTS	83.95		105445		D	N				MTCE. OF EQUIPME	101.43425.0224
	39780	06/11/14	PUSH MOWER PARTS	44.90		105523		D	N				MTCE. OF EQUIPME	101.43425.0224
	39780	06/11/14	TRIMMER LINE	17.95		105639		D	N				GENERAL SUPPLIES	101.43425.0229
	39780	06/11/14	SHARPENER STONES	7.95		105913		D	N				MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	207.60										
													*CHECK TOTAL	

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT	
MONSON EXCAVATING LLC/GA 002040															
	39789	06/11/14	MIX FOR STREET PATCHING	871.84		453CC		D	N				MTCE. OF OTHER I	101.43425.0226	
	39789	06/11/14	MIX FOR STREET PATCHING	585.53		458CC		D	N				MTCE. OF OTHER I	101.43425.0226	
	39789	06/11/14	MIX FOR STREET PATCHIN	2,201.12		484CC		D	N				MTCE. OF OTHER I	101.43425.0226	
	39789	06/11/14	MIX FOR STREET PATCHIN	1,082.40		488CC		D	N				MTCE. OF OTHER I	101.43425.0226	
	39789	06/11/14	MIX FOR STREET PATCHING	516.88		489CC		D	N				MTCE. OF OTHER I	101.43425.0226	
				5,257.77											
			VENDOR TOTAL	5,257.77											
*CHECK TOTAL															
MORRIS/MARK .02140															
	39790	06/11/14	REFUND SHELTER DEPOSIT	50.00		061014		D	N				DEPOSITS	101.230000	
MUNICIPAL CODE CORPORATI 000540															
	39791	06/11/14	ANNUAL CODE ON INTERNET	550.00		00243134		D	N				PROFESSIONAL SER	101.41403.0446	
MUNICIPAL UTILITIES 000541															
	39792	06/11/14	UTILITIES FOR MAY	3,012.05		5/14		D	N				UTILITIES	101.41408.0332	
	39792	06/11/14	UTILITIES FOR MAY	384.10		5/14		D	N				UTILITIES	101.41409.0332	
	39792	06/11/14	UTILITIES FOR MAY	741.50		5/14		D	N				UTILITIES	101.42412.0332	
	39792	06/11/14	UTILITIES FOR MAY	4,340.96		5/14		D	N				UTILITIES	101.43425.0332	
	39792	06/11/14	UTILITIES FOR MAY	1,162.12		5/14		D	N				UTILITIES	101.45427.0332	
	39792	06/11/14	UTILITIES FOR MAY	3,098.33		5/14		D	N				UTILITIES	101.45433.0332	
	39792	06/11/14	UTILITIES FOR MAY	929.73		5/14		D	N				UTILITIES	101.45435.0332	
	39792	06/11/14	UTILITIES FOR MAY	115.34		5/14		D	N				UTILITIES	101.45437.0332	
	39792	06/11/14	UTILITIES FOR MAY	2,747.01		5/14		D	N				UTILITIES	230.43430.0332	
	39792	06/11/14	UTILITIES FOR MAY	44,337.07		5/14		D	N				UTILITIES	651.48484.0332	
	39792	06/11/14	ADMIN FEE	1,500.00		5/14		D	N				PROFESSIONAL SER	651.48484.0446	
	39792	06/11/14	UTILITIES FOR MAY	4,028.21		5/14		D	N				UTILITIES	651.48485.0332	
			VENDOR TOTAL	66,396.42											
				66,396.42											
*CHECK TOTAL															
MVTL LABORATORIES INC 000544															
	39793	06/11/14	WASTEWATER ANALYSIS	445.00		705032		D	N				PROFESSIONAL SER	651.48484.0446	
	39793	06/11/14	WASTEWATER ANALYSIS	325.00		705467		D	N				PROFESSIONAL SER	651.48484.0446	
	39793	06/11/14	WASTEWATER TESTING	45.00		706016		D	N				PROFESSIONAL SER	651.48484.0446	
			VENDOR TOTAL	815.00											
				815.00											
*CHECK TOTAL															
NATIONWIDE GLASS OF WILL 000564															
	39794	06/11/14	PLEXIGLASS	31.97		27770		D	N				MTCE. OF STRUCTU	101.43425.0225	
NELSON INTERNATIONAL 000568															
	39795	06/11/14	#088959-BATTERIES	153.90		619450		D	N				MTCE. OF EQUIPME	101.43425.0224	
NMMA (PAYMENT CENTER) 002529															
	39796	06/11/14	NW SPORTS SHOW CONTRACT	895.00		104475		D	N				PREPAID EXPENSES	208.128000	
NORTH AMERICAN STATE BAN 003068															
	39797	06/11/14	2013 HOSP REV BOND-I	9,125.00		060214		D	N				INTEREST	350.47402.0444	

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NORTHERN BUSINESS PRODUC			002322											
	39798	06/11/14	OFFICE SUPPLIES	27.13	CR	C707389-1		D	N				OFFICE SUPPLIES	741.48001.0220
	39798	06/11/14	OFFICE SUPPLIES	239.94		713632-0		D	N				OFFICE SUPPLIES	741.48001.0220
			VENDOR TOTAL	212.81		*CHECK TOTAL								
O'REILLY AUTOMOTIVE INC			000650											
	39799	06/11/14	MARKER LIGHTS	10.78		1528-292072		D	N				INVENTORIES-MDSE	101.125000
OKINS/STEVEN B			000943											
	39800	06/11/14	BDGT/CPTL PLNG SEMINAR	25.00		03071		D	N				TRAVEL-CONF.-SCH	101.41405.0333
ONCE UPON A CARROT			.02138											
	39801	06/11/14	FF/EMPLOYEE RECOGNITION	50.00		197679		D	N				TRAVEL-CONF.-SCH	101.42412.0333
PERKINS LUMBER CO INC			000604											
	39802	06/11/14	ROOFING MATERIAL	37.21		406105		D	N				MTCE. OF STRUCTU	101.43425.0225
	39802	06/11/14	CEMENT FOR SIGN BASE	63.84		406441		D	N				MTCE. OF OTHER I	101.43425.0226
	39802	06/11/14	TRAINING SUPPLIES	58.13		406579		D	N				GENERAL SUPPLIES	101.42412.0229
	39802	06/11/14	WOOD STAKES/STRING LINE	35.77		407980		D	N				GENERAL SUPPLIES	101.43425.0229
	39802	06/11/14	BLDG MTCE-PARTS	12.00		408227		D	N				MTCE. OF STRUCTU	101.43425.0225
	39802	06/11/14	BLDG MTCE-PARTS	15.90		408627		D	N				MTCE. OF STRUCTU	101.43425.0225
			VENDOR TOTAL	222.85		*CHECK TOTAL								
POST BOARD			002280											
	39803	06/11/14	POST LICENSE FEE	90.00		061014		D	N				LICENSES AND TAX	101.42411.0445
QUAM CONSTRUCTION CO INC			000634											
	39804	06/11/14	HYDRANT REPAIR-PARTS	235.00		1625		D	N				MTCE. OF OTHER I	651.48485.0226
	39804	06/11/14	HYDRANT REPAIR-LABOR	787.50		1625		D	N				MTCE. OF OTHER I	651.48485.0336
			VENDOR TOTAL	1,022.50		*CHECK TOTAL								
QUICK SIGNS			001093											
	39805	06/11/14	OFFICE WALL SIGN/INST.	981.00		170054		D	N				SMALL TOOLS	208.45005.0221
RAMBOW INC			000639											
	39806	06/11/14	SUMMER STAFF T-SHIRTS	617.50		513520		D	N				GENERAL SUPPLIES	101.45432.0229
RICE HOSPITAL			002761											
	39807	06/11/14	BLOOD TYPING	20.00		4013		D	N				SUBSISTENCE OF P	101.45433.0337
ROSENBAUER MINNESOTA LLC			003062											
	39697	06/06/14	QUINT FIRE TRUCK	231,329.00		65753		D	N				MACHINERY AND AU	450.42412.0553
RULE TIRE SHOP			000665											
	39808	06/11/14	KUBOTA MOWER TUBES	88.00		68784		D	N				MTCE. OF EQUIPME	101.43425.0224

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
RULE TIRE SHOP			000665											
	39808	06/11/14	REPL. GENERATOR TIRE	80.50		68914		D	N				MTCE. OF EQUIPME	651.48485.0224
			VENDOR TOTAL	168.50		*CHECK TOTAL								
				168.50										
SMEBY/ROSS			002570											
	39809	06/11/14	MILEAGE 5/1-5/31/14	137.20		060214		D	N				TRAVEL-CONF.-SCH	101.41409.0333
	39809	06/11/14	OFFICE SUPPLIES	21.43		060614		D	N				OFFICE SUPPLIES	101.41409.0220
	39809	06/11/14	PHONE CORD SWIVEL	14.94		631		D	N				SMALL TOOLS	101.41409.0221
			VENDOR TOTAL	173.57		*CHECK TOTAL								
				173.57										
ST CLOUD FIRE EQUIPMENT			003021											
	39810	06/11/14	ALARM MONITORING FEE	75.00		93996		D	N				MTCE. OF STRUCTU	101.41408.0335
STERLING WATER-MINNESOTA			000188											
	39811	06/11/14	SOFTENER RENTAL	31.75		112508-9/5-14		D	N				RENTS	101.45435.0440
SW - WEST CNTRL SERVICES			000892											
	39812	06/11/14	HEALTH INSURANCE-JUL	4,061.00		C276		D	N				EMPLOYER INSUR.	101.41400.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	5,303.50		C276		D	N				EMPLOYER INSUR.	101.41402.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	3,101.50		C276		D	N				EMPLOYER INSUR.	101.41403.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	4,007.50		C276		D	N				EMPLOYER INSUR.	101.41404.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	5,489.00		C276		D	N				EMPLOYER INSUR.	101.41405.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	3,678.00		C276		D	N				EMPLOYER INSUR.	101.41409.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	357.00		C276		D	N				EMPLOYER INSUR.	101.41424.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	10,040.00		C276		D	N				RETIRED EMPLOYEE	101.41428.0818
	39812	06/11/14	HEALTH INSURANCE-JUL	28,320.50		C276		D	N				INS. PASS THROUG	101.41428.0819
	39812	06/11/14	HEALTH INSURANCE-JUL	40,795.00		C276		D	N				EMPLOYER INSUR.	101.42411.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	2,645.50		C276		D	N				EMPLOYER INSUR.	101.42412.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	7,336.24		C276		D	N				EMPLOYER INSUR.	101.43417.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	22,599.56		C276		D	N				EMPLOYER INSUR.	101.43425.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	766.60		C276		D	N				EMPLOYER INSUR.	101.45432.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	4,229.00		C276		D	N				EMPLOYER INSUR.	101.45433.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	784.20		C276		D	N				EMPLOYER INSUR.	101.45435.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	865.60		C276		D	N				EMPLOYER INSUR.	101.45437.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	12,685.30		C276		D	N				EMPLOYER INSUR.	651.48484.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	1,428.00		C276		D	N				EMPLOYER INSUR.	651.48485.0114
	39812	06/11/14	HEALTH INSURANCE-JUL	1,428.00		C276		D	N				EMPLOYER INSUR.	651.48486.0114
			VENDOR TOTAL	159,921.00		*CHECK TOTAL								
				159,921.00										
TASC			002856											
	39813	06/11/14	ADMIN FEE	465.00		IN308027		D	N				REFUNDS AND REIM	101.41428.0882
THOMPSON/COLLEEN			000948											
	39814	06/11/14	MILEAGE 4/1-6/5/14	330.40		060614		D	N				TRAVEL-CONF.-SCH	651.48484.0333

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
WILLMAR CHAMBER OF COMME			000812											
	39828	06/11/14	DIRECTOR SALARY	4,075.16		STMT/5-14		D	N				SALARIES-REG. EM	208.45005.0110
	39828	06/11/14	ASSISTANT SALARY	2,200.00		STMT/5-14		D	N				SALARIES-REG. EM	208.45005.0110
	39828	06/11/14	FICA & INSURANCE	1,033.44		STMT/5-14		D	N				EMPLOYER PENSION	208.45005.0113
	39828	06/11/14	IRA CONTRIBUTION	188.26		STMT/5-14		D	N				EMPLOYER PENSION	208.45005.0113
	39828	06/11/14	PHOTO COPIES-MAY	36.32		STMT/5-14		D	N				OFFICE SUPPLIES	208.45005.0220
	39828	06/11/14	PAYROLL/FLEX FEE	61.55		STMT/5-14		D	N				OTHER SERVICES	208.45005.0339
	39828	06/11/14	OFFICE RENT-MAY	626.61		STMT/5-14		D	N				RENTS	208.45005.0440
	39828	06/11/14	LEADERSHIP PERSP. COURSE	350.00		060514		D	N				TRAVEL-CONF.-SCH	101.41409.0333
	39828	06/11/14	LEADERSHIP PERSP. COURSE	350.00		060514		D	N				TRAVEL-CONF.-SCH	101.42411.0333
	39828	06/11/14	WORKER'S COMP AUDIT	30.36		40203		D	N				EMPLOYER INSUR.	208.45005.0114
	39828	06/11/14	INST. SIGNAGE ON BLDG	382.42		40227		D	N				SMALL TOOLS	208.45005.0221
			VENDOR TOTAL	9,334.12		*CHECK TOTAL								
WILLMAR OVERHEAD DOOR SA			000825											
	39829	06/11/14	DOOR LOCK/HANDLE SET	25.00		0049120		D	N				MTCE. OF STRUCTU	101.43425.0225
WILLMAR PUBLIC SCHOOLS			000827											
	39830	06/11/14	SCHOOL'S SHARE TKT SALES	614.30		060914		D	N				REFUNDS AND REIM	101.45433.0882
WILLMAR SHRINE CLUB			.02141											
	39831	06/11/14	REFUND SHELTER DEPOSIT	50.00		061014		D	N				DEPOSITS	101.230000
WILLMAR WATER & SPAS			000831											
	39832	06/11/14	LAB WATER	6.25		E16633		D	N				GENERAL SUPPLIES	651.48484.0229
	39832	06/11/14	SOFTENER SALT	8.20		E16729		D	N				GENERAL SUPPLIES	230.43430.0229
	39832	06/11/14	LAB WATER	53.75		E16900		D	N				GENERAL SUPPLIES	651.48484.0229
	39832	06/11/14	LAB WATER	36.75		E17231		D	N				GENERAL SUPPLIES	651.48484.0229
	39832	06/11/14	DRINKING WATER	18.75		E17296		D	N				SUBSISTENCE OF P	651.48484.0227
	39832	06/11/14	WTR PURIFIER RENTAL-JUN	35.00		R8135		D	N				RENTS	101.41408.0440
			VENDOR TOTAL	158.70		*CHECK TOTAL								
WINDSTREAM			002100											
	39833	06/11/14	MONTHLY PHONE SERV-MAY	856.36		STMT/5-14		D	N				COMMUNICATIONS	101.41409.0330
YMCA			.01608											
	39834	06/11/14	REFUND SHELTER DEPOSIT	50.00		.052914		D	N				DEPOSITS	101.230000

ACS FINANCIAL SYSTEM
06/12/2014 08:08:00

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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:				801,711.46										

RECORDS PRINTED - 000381

ACS FINANCIAL SYSTEM
06/12/2014 08:08:01

Vendor Payments History Report

CITY OF WILLMAR
GL060S-V07.24 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	363,180.62
205	INDUSTRIAL DEVELOPMENT	38.74
208	CONVENTION & VISITORS BUREAU	13,618.65
230	WILLMAR MUNICIPAL AIRPORT	3,323.89
350	RICE HOSPITAL DEBT SERVICE	83,037.50
432	C.P. - WASTE TREATMENT	3,711.48
450	CAPITAL IMPROVEMENT FUND	237,866.46
651	WASTE TREATMENT	96,366.03
741	OFFICE SERVICES	568.09
TOTAL ALL FUNDS		801,711.46

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	801,711.46
TOTAL ALL BANKS		801,711.46

City of Willmar, Minnesota Building Inspection Report

From 05/01/2014 To 05/31/2014

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22051	5/9/2014	JAY BAKER 2708 13TH Avenue NW	95-135-0380 L 18; B 2 COLLEGE VIEW ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$5,784.00	\$32.89
22096	5/7/2014	CITY OF WILLMAR 1224 28TH Street NW	95-135-0570 L 7; B 3 COLLEGE VIEW ADDITION	Other Reroofing	REROOF PARK SHELTER	\$1,300.00	\$30.65
22097	5/7/2014	CITY OF WILLMAR 7TH Avenue NW	95-908-0090 L ; B S 8; T 119; R 35	Other Reroofing	REROOF PARK SHELTER	\$1,000.00	\$30.50
22111	5/7/2014	ELMQUIST JEWELERS 101 28TH Avenue SE	95-788-0020 L 2; B 1 SUPER 8 ADDITION	Commercial New Commercial	CONSTRUCT NEW JEWELERY STORE	\$609,599.00	\$5,840.14
22112	5/13/2014	WELLE HOMES INC. 1608 COLLEGE PARK Circle NW	95-134-0050 L 5; B 0 COLLEGE PARK ADDITION	New Single-Family Dwelling New Residence	NEW HOME AND GARAGE	\$202,418.27	\$2,414.92
22119	5/7/2014	CHAPPELL CENTRAL 2101 GORTON Avenue NW	95-916-5200 L ; B S 16; T 119N; R 35W	Commercial Add/Alter Commercial/Alteration	REPLACE STEEL SIDING	\$32,100.00	\$711.94

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22135	5/5/2014	JEFF CLANCY 1126 5TH Street SW	95-790-0020 L 2; B 0 SWAN NELSON'S ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$6,800.00	\$33.40
22147	5/5/2014	MICHAEL F & LINDA NITCHALS 901 13TH Street SW	95-200-0290 L 9; B 2 ERICKSON'S SUBDIVISION	Residential Add/Alter Residential/Alteration	INSTALL RADON MITIGATION SYSTEM	\$1,600.00	\$52.05
22148	5/5/2014	DIANE ENGEL 1200 RAMBLEWOOD Avenue SW	95-690-1190 L 19; B 6 RAMBLEWOOD ADDITION	Residential Add/Alter Residential/Alteration	INTERIOR DRAINTILE	\$2,700.00	\$76.10
22156	5/12/2014	JEFF & CASHEY SCHULTZ 1412 FAIRACRE Lane SW	95-209-0050 L 5; B 1 FAIRACRE ADDT.	New Single-Family Dwelling New Residence	NEW HOME AND GARAGE	\$437,924.58	\$3,827.11
22162	5/30/2014	WILLMAR MUNICIPAL UTILITES 704 BENSON Avenue SW	95-003-2000 L O; B 15,16,19,20 ORIGINAL CITY	Commercial Add/Alter Commercial/Alteration	RESIDE COOLING TOWERS	\$33,270.00	\$727.38
22163	5/7/2014	LUCIO MINCES 2312 RICHLAND Drive SW	95-696-0260 L 6; B 3 RICHLAND ACRES	Residential Add/Alter Residential/Alteration	FINISH PORTION OF BASEMENT	\$300.00	\$29.55
22172	5/7/2014	JIM & AMY ELLINGSON 1605 COUNTRY CLUB Drive NE	95-466-0010 L 1; B 1 LAKEWOOD 2ND ADDITION	Residential Add/Alter Residential/Alteration	RESIDENTIAL REMODEL / ADDITION	\$80,000.00	\$1,107.15

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22173	5/7/2014	MINNWEST TECHNOLOGY 1705 16TH Street NE UNIT 8	95-508-1000 L 0; B 0 MINNWEST TECH. CIC#40	Churches/Schools Commercial/Alteration	REMODEL BUILDING FOR NEW CHARTER SCHOOL	\$500,000.00	\$5,013.96
22176	5/12/2014	CITY OF WILLMAR MUNICIPAL UTILITES 902 WILLMAR Avenue SW	95-570-0220 L PT OF 1; B 2 NURSERY ADDITION	Commercial Add/Alter Commercial/Alteration	INSTALL NEW ANTENNAS AND EQUIPMENT	\$25,000.00	\$589.59
22181	5/12/2014	DICK HUESING 529 12TH Street NW	95-820-1260 L PT OF 1; B 7 THORPE & LIEN'S ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$6,000.00	\$33.00
22182	5/7/2014	CHUCK MOLITOR 141 ELLA Avenue NE	95-450-0300 L 20; B 2 LAKESIDE ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$2,000.00	\$31.00
22184	5/7/2014	CHADWICK PETERSON 1205 9TH Street SE	95-670-0220 L 2; B 2 PLEASANT VIEW ADDITION	Residential Add/Alter Siding	STONE VENEER FRONT PORTION OF HOUSE	\$2,000.00	\$51.00
22185	5/8/2014	ADAM HEDLOF 1202 7 1/2 Street SW	95-780-0210 L 1-2 & PT OF 3; B 2 SUNNYSIDE ADDITION	Move/Raze Demolition	DEMOLITION OF HOUSE	\$0.00	\$75.00
22188	5/7/2014	ERIC & JENNIFER SUNDHEIM 901 BECKER Avenue SE	95-220-1230 L PT OF 12,13, & 14; B 9 FERRING'S ADDITION	Residential Add/Alter Remodel	ADD BASEMENT BATHROOM	\$900.00	\$45.25

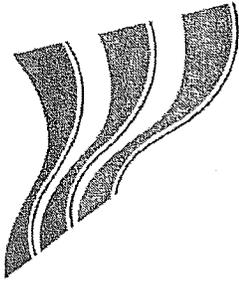
No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22190	5/9/2014	BETHEL LUTHERAN CHURCH 411 BECKER Avenue SW	95-003-6110 L 1-3, PTS OF 14; B 50 ORIGINAL CITY	Churches/Schools Commercial/Alteration	INTERIOR AND EXTERIOR REPAIRS	\$102,569.00	\$1,539.99
22192	5/7/2014	GENE JOHNSON 1114 QUINCY Avenue SW	95-690-0690 L 19; B 4 RAMBLEWOOD ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$3,750.00	\$31.88
22193	5/7/2014	ED KAISER 1708 15TH Avenue SW	95-861-0240 L 4; B 2 WEST PARK 2ND ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$3,200.00	\$31.60
22194	5/9/2014	WILLMAR MUNICIPAL UTILITES 700 LITCHFIELD Avenue SW	95-003-3660 L 1-6; B 33 ORIGINAL CITY	Commercial Add/Alter Accessory Building	CONSTRUCT COAL HOPPER FOOTINGS	\$14,250.00	\$377.97
22196	5/30/2014	JAMES GUPTILL 704 AUGUSTA Avenue SE	95-660-0290 L 9; B 2 PERKIN'S 1ST ADDITION	Residential Add/Alter Addition	RESIDENTIAL ADDITION AND ADD DORMER	\$34,159.68	\$632.73
22198	5/7/2014	DIVINE HOUSE 320 4TH Street SW	95-003-5000 L 5 & PT OF 6; B 43 ORIGINAL CITY	Commercial Add/Alter Commercial/Alteration	REMODEL AREA FOR NEW OFFICE	\$4,000.00	\$145.96
22207	5/12/2014	RUDY VIGIL 2213 5TH Avenue SE	95-668-0570 L 17; B 3 PHEASANT RUN	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$5,591.00	\$32.80

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22208	5/14/2014	PERKINS LUMBER CO. 100 10TH Street NW	95-003-1020 L 9 - 12; B 11 ORIGINAL CITY	Commercial Add/Alter Commercial/Alteration	REMODEL FOR NEW SALES OFFICE	\$3,000.00	\$124.84
22211	5/13/2014	MYRON BEHM 1217 LITCHFIELD Avenue SE	95-911-0797 L ; B S 11; T 119; R 35	Commercial Add/Alter Commercial/Alteration	INSTALL 12' OVERHEAD DOOR	\$6,000.00	\$188.21
22212	5/14/2014	LAND O LAKES 1700 22ND Street SW	95-921-5856 L ; B S 21; T 119N; R 35W	Commercial Add/Alter Commercial/Alteration	10' X 10' LOADING DOCK OFFICE	\$12,230.00	\$335.71
22215	5/30/2014	RAFAEL ZELAYA 202 ANTHONY Street SE	95-220-0460 L PT OF 5-6; B 4 FERRING'S ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$5,000.00	\$32.50
22216	5/13/2014	MARY RINKE 800 JOHANNA Avenue SE	95-914-2200 L ; B S 14; T 119N; R 35W	Residential Add/Alter Install Egress Window	INSTALL EGRESS WINDOW	\$400.00	\$29.60
22219	5/13/2014	GERALD CARLSON 408 MARY Avenue SE	95-250-0710 L PT OF 11-12; B 4 GLARUM'S ADDITION	Residential Add/Alter Siding	RESIDENTIAL RESIDE	\$2,170.00	\$51.09
22220	5/14/2014	DALE ANDERSON 1100 16TH Street SW	95-550-0110 L 11 & PT OF 12; B 0 NEWBERG'S ADDITION	Garage/Shed Storage Shed	CONSTRUCT 12' X 14' DETACHED STORAGE BLDG.	\$6,352.08	\$177.83

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22221	5/21/2014	RYAN & AMY LANGE 1500 2ND Street NE	95-467-0960 L 4; B 2 LAKEWOOD 6TH ADDITION	New Single-Family Dwelling New Residence	NEW HOME AND GARAGE	\$407,497.48	\$3,601.90
22223	5/14/2014	KEN QUIST 2308 RICHLAND Avenue SW	95-696-0250 L 5; B 3 RICHLAND ACRES	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$9,800.00	\$34.90
22224	5/28/2014	ADVANCED AUTO PARTS 902 1ST Street S	95-280-3010 L 1-2, PTS OF 3; B 17 HANSON'S ADDITION	Move/Raze Removal/Building	REMOVE 2 COMMERCIAL BLDGS.	\$0.00	\$300.00
22227	5/28/2014	ADVANCED AUTO PARTS 902 1ST Street S	95-280-3010 L 1-2, pts. of 3; B 17 HANSON'S ADDITION	Commercial New Commercial	CONSTRUCT 6791 SF, AUTO PARTS STORE	\$534,587.25	\$5,276.69
22229	5/21/2014	SUSAN SANDS 901 TROTT Avenue SE	95-530-0060 L 5; B 0 NABER'S ADDITION	Residential Add/Alter Siding	RESIDENTIAL RESIDE	\$6,000.00	\$53.00
22230	5/21/2014	RENEE SCHRAMEL 712 MARY Avenue SE	95-914-2140 L ; B S 14; T 119; R 35	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$7,000.00	\$33.50
22231	5/21/2014	ED & ROSE PITZEN 1005 12TH Street SE	95-665-0720 L 2; B 4 PERKIN'S 5TH ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$2,000.00	\$31.00

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22234	5/28/2014	AEHC, LLC SUITE LIV'N 616 BUSINESS 71 NE	95-911-0830 L ; B S 11; T 119N; R 35W	Commercial New Commercial	CONSTRUCT NEW 22 UNIT EXTENDED STAY MOTEL	\$1,199,291.52	\$9,777.35
22240	5/21/2014	GEORGE & RAMONA BERG 2605 15TH Street SW	95-209-0110 L 11; B 1 FAIRACRE ADDT.	Residential Add/Alter Deck	RESIDENTIAL DECK	\$2,395.00	\$105.85
22243	5/28/2014	KEYLOCK ENTERPRISES, INC. 1406 HIGHWAY 12 E	95-914-1050 L ; B S 14; T 119; R 35	Commercial Add/Alter Commercial/Alteration	REROOF WEST PORTION OF WILLMAR AUTO PLAZA	\$23,707.00	\$349.10
22244	5/28/2014	VFW POST NO. 1639 1108 HIGHWAY 12 E	95-914-1180 L ; B S 14; T 119; R 35	Commercial Add/Alter Commercial/Alteration	REROOF 7,160 SQ FT.	\$64,685.00	\$662.25
22245	5/28/2014	WAYNE DAHLEN 410 11TH Street NW	95-009-1510 L 8; B 136 SECOND ADDITION	Residential Add/Alter Install Egress Window	INSTALL EGRESS WINDOW	\$650.00	\$37.43
22251	5/30/2014	RALPH & BETTY NELSON 320 TERRACE Drive SW	95-330-0370 L 7; B 3 HILLSIDE TERRACE ADDITIO	Residential Add/Alter Siding	RESIDENTIAL RESIDE	\$11,235.00	\$55.62
22252	5/29/2014	MERLE POST 1105 FLORENCE Lane SW	95-850-0220 L PT OF 1-2; B 2 & PT OF 3 WEST ORCHARD ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$13,280.00	\$36.64

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22262	5/30/2014	RIDGEWATER COLLEGE 2101 15TH Avenue NW	95-909-0070 L ; B S 9; T 119N; R 35W	Commercial Add/Alter Commercial/Alteration	WATERPROOFIN G REPAIRS TO SCIENCE BLDG.	\$44,480.00	\$896.33
Current Year Current Month Totals						49	\$4,479,975.86 \$45,736.85
Previous Year Current Month Valuation							\$9,314,306.36
Current YTD Valuation From 01/01/2014 To 05/31/2014							\$6,903,813.04
Previous YTD Valuation							\$19,151,351.21



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

Agenda Item Number: 8

Meeting Date: N/A

Attachments: Yes No

CITY COUNCIL ACTION

Date: June 16, 2014

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

Originating Department: Engineering

Agenda Item: Adopt Assessment Roll

Recommended Action: Adopt the assessment and if no objections are heard, award the contracts to Duinink Inc.

Background/Summary: As required by State Statute, an assessment hearing is being held for the 2014 Street and Other Improvements. A Public Hearing on the proposed 2014 Street and Other Improvements has been called for the purpose of reviewing and explaining the proposed assessment and to obtain input from interested parties.

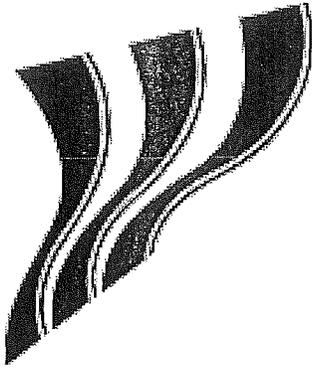
Alternatives: 1. Amend the assessment

Financial Considerations: Sources of funding for the 2014 Improvement Projects include monies from municipal state aid and local financing. The assessments proposed will pay a majority of the financing previously mentioned. The estimated total cost for the 2014 Improvement Projects is \$1,978,113.00.

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

Signature:

Comments:



CITY OF WILLMAR

2014 STREET AND OTHER IMPROVEMENTS

PUBLIC ASSESSMENT HEARING

**LOCATION: CITY COUNCIL CHAMBERS
MUNICIPAL UTILITIES AUDITORIUM
700 WEST LITCHFIELD AVENUE
WILLMAR, MINNESOTA**

**DATE: June 16, 2014
TIME: 7:01 PM**

PUBLIC HEARING AGENDA

2014 City of Willmar Street and Other Improvements

June 16, 2014 - 7:01 p.m.

City Council Chambers
Municipal Utilities Auditorium
700 West Litchfield Avenue
Willmar, Minnesota

1. Opening of Hearing Mayor Yanish

2. Explanation of project and review of proposed
assessments. City Engineer

3. Public Comments*

4. Closing of Hearing Mayor Yanish

*Please step forward and speak directly into the microphone giving your full name and address before your comments. This hearing is being recorded for the public record.

Position Statement

It is the position of the City of Willmar to seek the input of all interested citizens and/or affected members of the public in the City's decision making process.

Purpose of the Hearing

The purpose of the hearing is to review the project and explain the proposed assessments, and to obtain testimony from interested parties.

Authority

The assessments are proposed and this hearing is being held under the authority of State of Minnesota Statute, Chapter 429.

CITY OF WILLMAR
2014 STREET AND OTHER IMPROVEMENTS
INFORMATION SHEET

1. Project Cost: **\$1,978,113.00**
2. Bid Opening Date: **May 6, 2014**
3. Assessment Breakdown:

Street Name	Street (Per Foot)	Total Cost
<u>Reconstruction</u>		
9 th Street NW (Campbell Ave NW to Ella Ave NW)	\$72.00	\$50,400.00
Gorton Ave NW (7 th St NW to 10 th St NW)	\$72.00	\$63,722.89
<u>Overlay</u>		
23 rd Street SW (Trott Ave SW to 320 feet North)	\$32.35	\$21,077.32
10 th Street SW (Kandiyohi Ave SW to Litchfield Ave SW)	\$32.35	\$90,089.90
9 th Street SW (Kandiyohi Ave SW to Litchfield Ave SW)	\$32.35	\$98,910.13
7 th Street SE (Willmar Ave SE to old WTP)	\$32.35	\$49,601.61
25 th Street SE (7 th Ave SE to 4 th Ave SE)	\$32.35	\$67,204.21
<u>New Construction</u>		
12 th Street SE (11 th Ave SE to Willmar Ave SE)	\$256.69	\$361,368.56
TOTAL:		\$802,374.62

4. Cost Breakdown:

Property Owners Assessed:	\$802,375.00
City Share:	<u>\$1,175,738.00</u>
Total:	\$1,978,113.00

5. Commonly Asked Questions

• **When will the work start and what is the completion date?**

The City anticipates work to start late June or early July with a completion date of November 1.

• **How will the Owners be notified when work will start on their street?**

Staff hand delivers a notice 3 to 5 days before the work starts.

• **What is the assessment pay schedule and procedure?**

Payment options are three fold 1) Allow the city to submit the assessment total to Kandiyohi County for collection over ten years with 1/10 of the principal collected each year with interest added to the declining balance. 2) Prepay the full amount to the City of Willmar without interest by October 31, 2014. 3) Make a partial payment to the city of Willmar and allow the City to submit the balance to Kandiyohi County for collection over ten years, saving the interest expense on the amount prepaid.

• **Can I get to my residence during construction?**

Normally the street is open to local traffic at night.

• **Will the street be paved this year?**

Yes.

- **Detours, Dust Control and Other Inconveniences:** Dust control measures have been written into the construction contract and streets will remain open to local traffic during most of the project. There will be a week to ten days during which concrete is curing that properties will not be able to use their driveways. If you have special access needs during the project, please contact the City Engineering Department at 214-5172.

- **Driveways:** If you are a resident on a reconstructed street and would like to have

your driveway relocated or widened, please contact the City Engineer's office as soon as possible. (214-5172)

- **Underground Sprinklers/Invisible Fencing:** The City assumes no responsibility or liability for any damage to underground sprinkler systems or invisible fencing within the right-of-way.
- **Questions Prior to or During Construction:**
If anyone has questions, comments or complaints during the construction phase of the project please contact the City of Willmar either in person, by phone or by writing. The phone numbers and address are as follows:

Procedures and Assessments:

Phone: (320) 235-4913 City Clerk

Construction:

(320) 235-4202 City Engineer

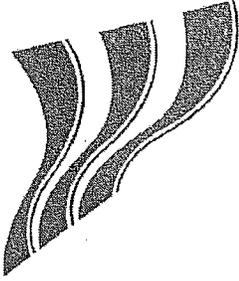
Address: 333 SW 6th Street
P.O. Box 755
Willmar, MN 56201

Warranty:

Street – 1 year
Utilities – 3 years

Schedule:

Award Contract – mid June
Construction – July – November



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 8
Meeting Date:
Attachments: Yes No

CITY COUNCIL ACTION

Date: June 16, 2014

- Approved Denied
 Amended Tabled
 Other

Originating Department: Engineering

Agenda Item: Annual Storm Water Hearing

Recommended Action: Receive Annual Storm Water Report for MS4 Permitting

Background/Summary: A Public Hearing for the Annual Storm Water Permit/Pollution Prevention Program has been called for the purpose of giving an update on the status of compliance with the MS4 permit conditions and the implementation of the Storm Water Pollution

Alternatives: None

Financial Considerations: None

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

Signature:

Comments:

FINANCE COMMITTEE

MINUTES

The Finance Committee of the Willmar City Council met on Monday, June 9, 2014, in Conference Room No. 1 at the City Office Building.

Present:	Tim Johnson	Vice-Chair
	Rick Fagerlie	Member
	Audrey Nelsen	Member
	Bruce Deblieck	Member

Others present: Finance Director Steve Okins, City Clerk Kevin Halliday, Mayor Frank Yanish, "West Central Tribune" Journalist David Little, and Accounting Supervisor Carol Cunningham.

Item No. 1 Call to Order

The meeting was called to order by Vice-Chair Johnson at 4:45 p.m.

Item No. 2 Public Comments

There were no comments from the public.

Item No. 3 Northwoods League, Inc., and Willmar Baseball, LLC, Lease (Resolution)

Staff explained that 2014 is the last year of the first five-year agreement with the Northwoods League and Willmar Baseball LLC for use of the Bill Taunton Stadium at Baker Diamond. A new five-year lease is being proposed effective August 25, 2014 through August 25, 2019, and has been reviewed by the City Attorney. It was noted that rents were increased by \$18,540 over the previous agreement for the five-year period and that these rates are comparable with statewide cities of like-size. The new agreement details more specific rent payment guidelines and insurance requirements, has more City control on playability of the field, details concession stand rules, grants Community Ed & Recreation additional signage, prohibits political signage and candidate endorsement, and controls the Facility Close Down dates. Staff time for maintenance of the facility and recycling issues were discussed. It was suggested that an announcement could be made in the 7th inning asking patrons to take their garbage to the receptacles when leaving the game.

Following discussion, Council Member Fagerlie made a motion to introduce a resolution to authorize the Mayor and City Administrator to execute this five-year agreement with the Northwoods League and Willmar Baseball LLC. Council Member Deblieck seconded the motion which carried.

Item No. 4 Arvig Enterprises, Inc. License Agreement (Resolution)

Staff explained that Arvig Enterprises has contracted with State and County Officials to install redundancy connections and they need to install wires in the City Right-of-Way. Pursuant to Article VII, Section 8.01 of the City Code, it is required that Arvig obtain a license from the City to perform this task. Pursuant to Minnesota Statutes Sections 237.162 and 237.163, it is required that Arvig enter into a License Agreement with the City of Willmar to use the City Right-Of-Way. In order to cover administrative costs, it is staff's recommendation to establish a fee of \$2,000 to be charged per project for this and future agreements of this nature.

Following discussion, Council Member Fagerlie moved to introduce a resolution to authorize the Mayor and City Administrator to execute the License Agreement with Arvig Enterprises, Inc, as presented and to establish the \$2,000 fee per project agreement. Council Member Nelsen seconded the motion which carried.

Item No. 5 County Ditch Repairs in City Limits (Resolution)

Staff explained to the Committee that the City has received invoices for ditch repairs within the City limits in the amount of \$156,270.29, however, the 2014 Budget includes only \$20,000 for these repairs. It is being proposed that the remaining \$136,271 be funded through the Surface Water Management Fund leaving approximately \$72,000 remaining in that fund. The invoiced costs being levied are based on the prior year's expenses which include both ditch maintenance and the cost of the viewers to perform the Redetermination of Benefits of County Ditches.

Following discussion Council Member Nelsen moved to introduce a resolution to reallocate \$136,271 from the Surface Water Management Fund to fund the excess costs for County Ditch Repairs. Council Member Fagerlie seconded the motion which carried.

Item No. 9 Reminder June 23rd CIP Work Session (Information)

Staff reminded the Committee that a CIP Work Session is scheduled for June 23, 2014, at the Municipal Utilities Auditorium.

Item No. 10 Old Business (Information)

There was no old business.

Item No. 11 New Business (Information)

Staff explained that James Anfinson wishes to construct a concrete driveway on his residential property in southwest Willmar. This driveway would encroach on the City's public right-of-way which is on a road that has no improvements constructed to date. Pursuant to that, an Encroachment License Agreement, prepared by the City Attorney, was presented to the Committee for their review. In order to cover administrative costs, it is staff's recommendation to establish a fee of \$450 to be charged per project for this and future agreements of this nature.

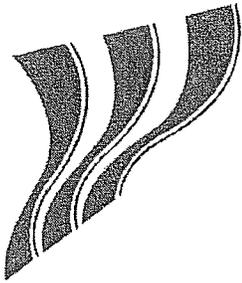
Following discussion, Council Member Deblieck moved to introduce a resolution to authorize the Mayor and City Administrator to execute the Encroachment License Agreement with James Anfinson, as presented and to establish the \$450 fee per Encroachment License Agreement.

There being no further business to come before the Committee, the meeting was adjourned at 5:26 p.m. by Vice-Chair Johnson.

Respectfully submitted,



Carol Cunningham
Accounting Supervisor



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

Agenda Item Number: _____

Meeting Date: June 9, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: June 16, 2014

- Approved Denied
 Amended Tabled
 Other

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of Northwoods League, Inc. and Willmar Baseball, LLC Lease Agreement

Recommended Action:

Approve the Northwoods League, Inc. and Willmar Baseball, LLC Lease Agreement and Authorize the Mayor and City Administrator to Execute the Agreement.

Background/Summary:

This is the last year of the first five (5) year agreement with the Northwoods League, Inc. and Willmar Baseball, LLC (Willmar Stingers). The new five year agreement was negotiated and subsequently reviewed by the City Attorney. The new rents exceed the prior agreement by \$18,540. The new agreement has more owner (City) control on playability of the field, details concession stand rules, grants Community Ed & Recreation additional signage, prohibits political signage and candidate endorsement, and controls the Facility Close Down dates.

Alternatives: Renegotiate the cost of the rental rates

Financial Considerations: \$75,060.00 plus playoff rentals if applicable

Preparer: City Clerk-Treasurer

Signature:

Comments:

LEASE AGREEMENT

City of Willmar, Minnesota, a Minnesota Municipal Corporation
(hereinafter referred to as "Owner")

-and-

Northwoods League, Inc. and Willmar Baseball, LLC
(hereinafter referred to as the "League")

The parties agree as follows:

1. Subject to the terms and conditions herein contained, Owner leases to League the premises known as Baker Diamond-Taunton Stadium (hereinafter referred to as the "Facility") including all portions thereof during the times referenced during the term of this lease.

Term

2. The term of this Agreement shall begin on August 25, 2014 and expire on August 25, 2019, unless earlier terminated herein.

Renewal

3. Should League desire to renew this Agreement, Owner agrees to negotiate in good faith with the League for such a renewal or extension of this Agreement between August 25-November 30, 2019, in order that any such renewal or extension may be finally agreed to and executed by the parties in writing prior to December 31, 2019.

Rent

4. The rent payable by the League to Owner for the Facility shall be the sum of \$400 per game in 2015; \$410 per game in 2016; \$420 per game in 2017; \$425 per game in 2018; and \$430 per game in 2019 (a 40 game schedule, including 36 regular season and 4 playoff games will be reserved for the league, in addition if the facility is available the League may schedule up to 3 exhibition games at the lease rate). Payment shall be made on the 5th day of the subsequent month. League agrees to pay interest at a rate of 1.5 percent per month (18 percent per annum)(not to exceed the maximum amount allowed by law), on all past due balances due to the City. League agrees to pay any collection costs, including but not limited to court costs, collection fees and attorneys' fees.
5. The rent for a League All Star Game and a League All Star Game Home Run Derby Contest shall be at the same rate as regular season games, each payable on or before July 1.

Use of Field

6. The League shall have the exclusive right to use the Facility for the purpose of playing summer collegiate league baseball on the dates and times so designated pursuant to this Paragraph. The League may be granted permission to use the Facility for purposes of

conducting non-baseball related special events, programs, or special effects on a case-by-case basis at the discretion of the Community Education and Recreation Director. The regular season shall be no more than 36 regular season games and 4 playoff games. The League may use the facility for a League All Star Game. Three exhibition games will be permitted if the field is available, subject to the approval of Owner. The League shall have access to the Facility for infield practice 2 ½ hours prior to game time and have use of the facility for at least 1 hour following the conclusion of games. Owner will submit to the league 45 potential game dates by October 1 of each year of the lease for League scheduling purposes. The League shall thereafter submit to Owner its final schedule for regular season games to take place at the Facility for the upcoming season on or before [January 31] of any year of this Agreement, and thereafter changes to the regular season schedule shall require Owner's approval, which must not unreasonably be withheld.

7. The Owner reserves the right to determine the playability of the field. Decisions on usage will be made in a timely manner with consultation of the League on the playability of the field but final determination will be by the Owner.
 - (a) The Owner will ready the Facility for use during adverse weather days. Once the game has begun any use of products (Diamond Dry) to keep the field playable will be billed to the League at a rate of \$13 per bag of product.
8. Owner shall have full rights to use the Facility at times other than those designated for exclusive League use pursuant to Paragraph 6.

Maintenance

9. During the term of the lease, Owner or its contract designee shall be responsible to maintain the Facility in good repair and condition. Maintenance shall include, but not be limited to, the following:
 - (a) Marking and maintenance of field for League games. Owner will provide maintenance of the field prior to 6:00 p.m. on game nights (or two and one-half hours prior to game time if not a 7:00 p.m. start), and its employees or designee will be responsible for the marking of fields for games. Owner shall have sole discretion and authority to determine the adequacy of playable conditions of the field prior to the start of any League game.
 - (b) Cleaning restrooms and bleachers.
 - (c) Garbage pickup will be completed in a timely manner not to exceed one week.
10. Owner shall be responsible to maintain the mechanical or structural portions of the Facility, including capital repair or replacement, repairs to or replacement of electrical equipment, structural repairs to the walls, ceilings, bleachers, major painting, major renovation or replacement of the Facility structure or roof systems.
11. Any League furnishings shall be maintained by the League.

Improvements and Renovations

12. Improvements or renovations to the Facility desired by the League must be approved in advance in writing by Owner and shall be at the League's expense unless Owner specifically agrees to assume the same. All such improvements (except personal property, business and trade fixtures, equipment and furniture covered by Paragraph 31) shall become the property of Owner. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Willmar City Code. League agrees that not less than thirty days prior to commencement of any construction, League will provide Owner with sufficient proof of required insurance, including worker's compensation coverage. Such proof of insurance must be approved by Owner before League may commence construction of any approved project.

Damage or Destruction of Facility

13. If the Facility shall be damaged by fire or other casualty covered by Owner's insurance, the damage to the Facility shall be repaired by Owner with reasonable diligence at its expense except that repairs to alterations, additions or improvements made by the League shall be performed by Owner, or others acceptable to Owner, at the expense of the League, and the League shall, at its own expense, make all repairs and replacements of property that belongs to the League.

Facility Rendered Untenable

14. Requirements:

- (a) If the Facility is rendered untenable by fire or other casualty, the term of this Agreement shall immediately terminate and the League shall vacate the Facility and surrender all rights to usage of the same to Owner.
- (b) Upon termination of this Agreement under the provisions of this clause, the League's liability for rent shall cease as of the day following the casualty, however, League shall be responsible for and pay Owner for games played prior to the termination date.
- (c) Owner shall not be liable for any damage or loss, including any economic loss suffered by the League, as a result of temporary closure of the Facility, permanent closure of the Facility pursuant to this clause, or for closure for any other reason whatsoever.

Insurance

15. Required Insurance.

- (a) The League shall maintain at League's expense and keep in force during the term of this Agreement, the following insurance coverages in at least the listed minimum amounts:
 - i. Worker's Compensation coverage in statutorily required amounts.

- ii. Employers Liability coverage in limits of One Hundred Thousand Dollars (\$100,000.00) each accident, \$100,000 Disease per each employee, \$500,000 Disease per policy limit.
 - iii. Comprehensive General Liability coverage in limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand Dollars (\$1,500,000.00) for leased premises damages liability or League shall maintain commercial general liability (CGL), and if necessary commercial umbrella insurance, with a combined limit of not less than \$1,500,000 each occurrence. Such liability insurance shall additionally cover:
 - 1. The CGL insurance shall cover public liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually assumed liability.
 - 2. Independent contractors—protective contingent liability.
 - 3. Personal injury.
 - 4. Owned, non-owned, and hired vehicle coverage on all vehicles operating on premises known as Baker Diamond-Taunton Stadium.
 - 5. Contractual liability covering the indemnity obligations set forth herein.
 - 6. Dram Shop liability, if applicable under Paragraph 24.
- (b) All policies listed above shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable) and shall apply on a “per occurrence” basis.
- (c) With the exception of the Worker’s Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by the League under this Agreement, and shall name Owner as an additional insured under the policy.
- (d) All policies listed above shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to Owner (or such shorter period required by law, if any).

Indemnification

16. The League agrees that it shall indemnify and hold harmless Owner, its employees or agents against all expenses, liability, losses, damages, costs, claims, judgments or proceedings of any kind whatsoever that may arise against Owner, its employees or agents resulting from or arising out of the use of the Facility by the League, or any activities of the League, its subcontractors, agents, guests, patrons, sub lessees or licensees or

employees under this Agreement. Any damage to premises caused by the League or its employees, agents, guests, patrons, subleases, shall be paid by the League.

Willmar Not Liable for Injury to League

17. Owner shall not be responsible for any injury to persons or damage to property of the League, its agents, employees, customers or invitees as to any of its property while in the Facility, regardless of the cause of such injury or damage.

Taxes

18. In addition to the rent above stated, the League shall be responsible for the payment of all sales and use taxes, which may be applicable to its use and operation of the Facility.

Utilities

19. Utilities (water, sewer, electric and weekly trash pick-up) charges shall be the responsibility of Owner. Any business telephone installation costs and use shall be the responsibility of the League.

Concession Stand Operations

20. During the term of this lease the League shall operate all concessions at the Facility, whether on its own behalf during its exclusive use of the Facility for the Northwoods League games or for the listed events of Ridgewater College, Willmar High School, American Legion, VFW & Willmar Rail games, whether staffed by League personnel or by way of concession agreement with an outside vendor or sponsor. Concession Stand Operator shall operate concessions one half hour prior to game time through the completion of each scheduled game. The League shall be granted exclusive use of the concession stand and storage area including the use of the commercial refrigerator, three compartment sink with hot water, cleaning closet and all counters and storage space, throughout the entire term of this Agreement—not just during the times of the League's exclusive use of the Facility for League games. Storage area does not include the restrooms attached to the concession stand.
21. Concession Stand Operator will be allowed full control of menu and pricing. Concession Stand Operator will apply for and maintain the necessary City of Willmar, Kandiyohi County and the State of Minnesota Licenses needed to conduct food and beverage sales. Concession Stand Operator will be responsible for any damages to concession facility above and beyond normal wear and tear, clean the concession area in accordance to accepted health practices.
22. Concession Stand Operator shall control all revenues and expenditures with accepted cash practices including removal of money daily from Facility so as not to encourage theft or vandalism activities.

23. For any League liquor sales on the premises, the league shall obtain the necessary liquor license. The League shall not allow the consumption of any alcoholic beverages in the Facility, except in accordance with such liquor license and subject to all conditions thereof and applicable Willmar ordinances. Tobacco products may not be advertised, sold or used on the premises.
24. The League agrees that it will, at all times when it is engaged in liquor sales on the premises, maintain in full force and effect a "dram shop" insurance policy meeting the requirements of the State of Minnesota for an on-sale intoxicating liquor license, written by a company licensed to do business in the State of Minnesota, and shall name the City an additional insured on the policy.
25. Liquor advertisement within the concession area only may be displayed during Northwoods League games and shall be removed at the conclusion of the game. The League will be responsible for securing all liquor containers immediately at the conclusion of a game and prior to Facility use by any other Baseball Program.
26. Any required equipment installation to the concession area will be made at League expense and must meet all applicable State/County Health Department requirements.

Advertising Signage

27. The League shall be granted the right to sell and install advertisement signs on the outfield fence of Baker Field /Taunton Stadium and any other signage proposed to be located on other parts of the Facility shall require prior approval by Owner. In exchange for allowing signage rights to the League, the League will provide the City of Willmar and Willmar Community Education & Recreation signage in an area agreed to by both parties.
 - (a) The League is responsible for the installation, maintenance, and removal of the signs.
 - (b) Any modifications made to the fence for support of advertisement signs must be approved by Owner and will be at the League's expense.
 - (c) At termination of the Lease, the League shall remove all such sign installations and return the site and area to its prior status or secure Owner's consent to leave the signs in place. Any repair or removal of advertising not completed at termination of lease conducted by Owner or its' agents shall be reimbursed by the League.
 - (d) The parties agree that Owner, in permitting League to sell and install advertising signs at the Facility, is not creating a forum for public speech protected by the United States or Minnesota constitutions. In furtherance of Owner's objectives of minimizing chances of abuse, appearance of favoritism, and risk of imposing on a captive audience, Owner hereby reserves the right to reject any banner, sign, or other advertising media that it deems inappropriate or offensive, and expressly prohibits the display of political signage in any portion of the Facility or its grounds. This prohibition includes any materials

endorsing or promoting or otherwise related to candidates for political office or political parties.

Scoreboard and Sound System

28. Owner shall provide the existing scoreboard and sound system at the Facility for use by the League. Any modifications to or improvement of the sound system shall be at the League's expense, and all modifications or improvements must remain in the Facility at the termination of the lease and shall become the property of Owner at no cost, with the exception of the "Instant Replay" sound effects system, which remains at all times the property the League.

Entry upon Default

29. If the rent is not paid when due, or in case of breach or non-observance of or non-performance by the League of any of the provisions of this Agreement, and if the default continues for 10 days after written notice thereof to the League, then, in every such case, Owner in addition to any other remedy it has at equity, this contract or by law may, at its option, cancel this Agreement and re-enter and take possession of the Facility or any part thereof by force if necessary without any previous notice of intention to re-enter and may remove all persons and property therefrom, and may use such force and assistance in making such removal as Owner may deem advisable and such re-entry shall not operate as a waiver of satisfaction in whole or in part of any right, claim or demand arising out of or connected with any breach or violation by the League of any covenant or agreement on its part to be performed.

Removal of League's Property

30. All articles of personal property and all business and trade fixtures, equipment and furniture owned by the League or installed by the League in the Facility at the League's expense shall remain the property of the League except as provided in Paragraph 27, and may be removed by the League at any time during the term of this Agreement, provided that the League, at its own expense, shall repair any damage to the Facility caused by such removal or by the original installation and provided that there shall be no unpaid rent due Owner from the League.

No Representation

31. The League agrees that it has leased the Facility after examining the same and that no representations, warranties or conditions have been made other than those expressed herein, and that no agreement collateral hereto shall be binding upon Owner unless it be made in writing and signed on behalf of Owner.

Security

32. The League shall be responsible for the security and control of, ingress and egress to the Facility during and at the conclusion of all League events at the Facility during the term of this lease.

Right of Entry to Make Repairs

33. The League agrees that Owner shall have the right to enter the Facility at all reasonable times to examine the same and make such repairs, alterations, improvements or additions as Owner may deem necessary or desirable or as Owner may be required to make by law or in order to repair and maintain the Facility. Owner will exercise reasonable diligence so as to minimize the disturbance or interruption of the League's operations. Renovation or repair shall be scheduled to minimize conflict with the Northwoods League game schedule.

American Legion, VFW, Willmar Baseball Association Baseball Preserved

34. The parties recognize, understand and agree that the Willmar American Legion Post, the Willmar VFW Post, and the Willmar Baseball Association for many years maintained youth baseball teams and amateur baseball teams and will continue to maintain such teams. The parties understand and agree that this baseball contract is not an exclusive contract, but is subservient to the right of Owner to permit the utilization of Baker Field/Taunton Stadium as a baseball park for the Willmar American Legion Post, the Willmar VFW team, and the Willmar Baseball Association teams in accordance with their needs and requirements. The League agrees that it will work with the other teams to arrive at a reasonable schedule, which shall be reduced to writing. Under the schedule, the American Legion Post, the VFW teams, and the Willmar Baseball Association teams will have the right to the utilization and use of Baker Field/Taunton Stadium. In the event of any rescheduling conflict due to postponements, cancellations or rainouts, rescheduled games must be agreed to by Owner.

Facility Close Down

35. The League agrees that Owner shall have the right to terminate the Facility power supply after September 15 of each lease year. League shall remove its personal property by said date and shall acknowledge that the care and custody of concession items stored at Facility shall be the sole responsibility of League, holding the Owner harmless from any loss of personal property that may benefit by said power supply.

General Terms and Conditions

36. Voluntary and Knowing Action. By executing this Agreement, the parties state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement

without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

37. Authorized Signatories. The parties to this Agreement each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
38. No Waiver. The failure of Owner to insist upon strict performance of any covenant or condition in this Agreement or to exercise any right or option hereunder shall not be construed to or operate as a waiver or relinquishment of the future right to enforce any such covenant, condition or option and no waiver shall be inferred from or implied by anything done or omitted by Owner save only an express waiver in writing. The acceptance of any rent or the performance of any obligation hereunder by a person other than the League shall not be construed as an admission or acceptance by Owner of any right, title or interest of such person as a sub-tenant, assignee, transferee or otherwise in the place and stead of Owner.
39. Assignment. This Agreement may not be assigned, transferred or conveyed without the express consent of Owner.
40. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the League and Owner.
41. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the League agrees that Owner, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Owner and involve transactions relating to this Agreement. The League agrees to maintain these records for a period of six years from the date of termination of this Agreement.
42. Data Practices. The parties to this Agreement acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
43. Compliance with Laws. The League shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the League is responsible.

44. Non-Discrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
45. Interest by City Officials. No elected official, officer, or employee of Owner shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
46. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
47. Entire Agreement. These terms and conditions constitute the entire Agreement between the parties hereto regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
48. Minnesota Law Governs. The laws of the State of Minnesota shall apply and bind the parties in any and all questions pertaining to the Agreement.
49. Terms Binding on Successors and Assigns. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the League and Owner..

[Signature Page to follow]

Signed by Owner this _____ day of _____, 20____.

The City of Willmar

By _____

Mayor

By _____

City Administrator

Signed by the League this _____ day of _____, 20____.

Northwoods League, Inc.

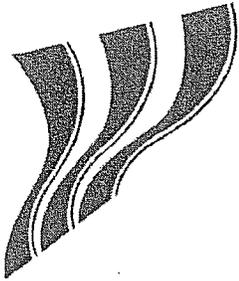
By _____

It's _____

Willmar Baseball, LLC

By _____

It's _____



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE
ACTION

Agenda Item Number: 4

Meeting Date: June 9, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: June 16, 2014

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of Arvig Enterprises, Inc. Lease Agreement

Recommended Action:

Approve the Arvig Enterprises, Inc. Lease Agreement and Authorize the Mayor and City Administrator to Execute the Agreement.

Background/Summary:

Article VIII, Section 8.01 of the City Code of the City of Willmar prohibits the placement "in, on or over any public street, alley or public property of any kind any utility service, communication line or tube, transportation facility or other service, of permanent or semi-permanent nature, without first having obtained a franchise from the City"; and

Minnesota Statutes Sections 237.162 and 237.163 prohibit cities from requiring franchises of "telecommunications right-of-way users" as defined within said statutes; thereby in discussion with the City Attorney a "license" needs to be developed for any company wanting to use City Right-of Way.

Arvig Enterprises, Inc. has contracted with the District Court of the State of Minnesota to install a redundancy connection for the District Court Information System and they need to install wires in the City Right-of Way.

Alternatives:

Financial Considerations: \$2,000

Preparer: City Clerk-Treasurer

Signature:

Comments:

(top three inches reserved for recording data)

LICENSE AGREEMENT

This License Agreement is made as of the ____ day of _____, 2014, by and between the City of Willmar, a municipal corporation under the laws of the State of Minnesota (herein the "City"), and Arvig Enterprises, Inc., a corporation under the laws of the State of Minnesota (herein "Arvig").

Whereas, the City has public utility easement(s), said easement(s) described as follows:

The South 15' of the 33' R.O.W. adjacent to North line platted in the TRI-CORNER ADDITION TO THE CITY OF WILLMAR;

The West 15' of the 70' R.O.W. adjacent to the following described tract: THE E'LY 297', OF A.G. ANDERSON'S OUTLOTS 1&2 EXC. THAT PORTION OF OUTLOT 2 LYING S'LY OF HWY. 12 (95-914-1650)

The West 15' of the 70' R.O.W. adjacent to the following described tract: Section 11, Township 119, Range 35 E 168 FT OF GOVT LOT 5 S OF RR ROW; (95-911-0732)

The West 15' of the 70' R.O.W. adjacent to the following described tract: THE E'LY 402.60' OF A.G. ANDERSON'S OUTLOT #2 LYING S. OF TH.12 AS PRESENTLY CONSTRUCTED (95-914-1660)

The West 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 S.100', OF N.758.5' OF E 435.6' OF NE1/4 OF NE1/4; (95-914-1100)

The West 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 PART NE1/4 OF NE1/4. COM 758.5' S OF NE COR. OF SEC. 14, W.150', S.90', E.150', N TO BEG.; (95-914-1070)

The West 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 THAT PART OF NE1/4 OF NE1/4: BEG. ON E LINE OF NE1/4 OF NE1/4 858.50 FT S OF NE COR. TH W 153 FT TH S 197 FT. TH W 170 FT TH S 197 FT. TO LINE WH. IS 66 FT. N OF & PARA. WITH S LINE OF NE1/4 OF NE1/4; TH E 323 FT. TH N 394 FT. TO BEG. SUBJ. TO R.O.W.; (95-914-1040)

The West 15' of the 70' R.O.W. platted in the ERICKSON'S THIRD ADDITION TO THE CITY OF WILLMAR;

The West 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 S 610' OF NE1/4 EXC W 393.61';SE1/4 EXC S 914.88' OF W 1085' & EXC PARTS IN PLATS- BERGQUISTS ESTATES, PERKINS 5TH & GESCH PARK EXC THAT PART OF THE S1/2OFNE1/4 DESC AS FLWS: COMM 715' S & 393.61' E OF NW COR OF SW1/4 NE1/4, TH E TO SW COR OF LOT 7, BLK 7 ERICKSON'S THIRD ADD, TH S 70', TH W TO E LINE OF WELCH'S ADD, TH N 70' TO PT OF BEG. &EXC PART PLATTED INTO GESCH YMCA ADDITION & EXC THAT PART OF THE S1/2OFSE1/4 DESC AS FLWS:BEG AT THE NW COR OF LOT 2,BLK 1, GESCH YMCA ADD,TH S 548.78',TH W 363.89', TH N 54' TO SE COR OF LOT 1,BLK 6,PERKINS FIFTH ADD,TH CONT N 495' TO NE COR OF LOT 1,BLK 4,PERKINS FIFTH ADD,TH E ALONG S'LY R-O-W BNDRY LINE OF OLENA AVE 363.89' TO PT OF BEG; EXC PART PLATTED INTO CITY OF WILLMAR 12TH ST SE R-O-W PLAT.; (95-914-2610)

The West 15' of the 50' R.O.W. platted in the GESCH YMCA ADDITION;

The North 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 S 610' OF NE1/4 EXC W 393.61';SE1/4 EXC S 914.88' OF W 1085' & EXC PARTS IN PLATS- BERGQUISTS ESTATES, PERKINS 5TH & GESCH PARK EXC THAT PART OF THE S1/2OFNE1/4 DESC AS FLWS: COMM 715' S & 393.61' E OF NW COR OF SW1/4 NE1/4, TH E TO SW COR OF LOT 7, BLK 7 ERICKSON'S THIRD ADD, TH S 70', TH W TO E LINE OF WELCH'S ADD, TH N 70' TO PT OF BEG. &EXC PART PLATTED INTO GESCH YMCA ADDITION & EXC THAT PART OF THE S1/2OFSE1/4 DESC AS FLWS:BEG AT THE NW COR OF LOT 2,BLK 1, GESCH YMCA ADD,TH S 548.78',TH W 363.89', TH N 54' TO SE COR OF LOT 1,BLK 6,PERKINS FIFTH ADD,TH CONT N 495' TO NE COR OF LOT 1,BLK 4,PERKINS FIFTH ADD,TH E ALONG S'LY R-O-W BNDRY LINE OF OLENA AVE 363.89' TO PT OF BEG; EXC PART PLATTED INTO CITY OF WILLMAR 12TH ST SE R-O-W PLAT.; (95-914-2610)

The North 15' of the 50' R.O.W. platted in the BETHESDA NURSING HOME SECOND ADDITION;

The North 15' of the 50' R.O.W. platted in the GESCH ADDITION;

The North 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 PART SW1/4, BEG. AT A PT IN S.LINE OF SW1/4 1977' E OF SW COR.TH. N.420', TH. E.300', TH S.420',TH W 300' TO PT. OF BEG.; (95-914-1450)

The North 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 PART OF SW1/4,BEG. AT PT ON S.LINE OF SW1/4,1758' E. OF SW COR.,TH. N.420' TH. E.219', TH. S.420', TH. W'LY 219' TO BEG.; (95-914-1460)

The North 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 PART OF S1/2 OF SW1/4 AS FFS:COM. AT A PT.ON S. LINE OF SW1/4 361' E. OF SW COR. OF SW1/4, TH. N. 875' TO PT. TH. E.TO W. LINE OF MITIVET'S OUT-LOT, TH. S.TO SW COR. OF MITTVET'S OUTLOT, TH. E. TO SE COR. THEREOF;TH. N TO SW COR.OF CAL. CHURCH PROPERTY, TH. E.& PAR. WITH S. LINE OF OLENA A.

TO PT. 1,758' W. OF W. LINE OF SW1/4 TH S TO PT ON S. LINE OF SAID SW1/4 TH W ON S LINE OF SW1/4 1,397', TO PT.OF BEG.; (95-914-1600)

The North 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 THE E 178' OF W 361' OF THE S 243.85' OF SW1/4 OF SW1/4; (95-914-1570)

The North 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 PART SW4, OF SW4:COM. 33 FT.E. OF SW COR.OF SW1/4 OF SW1/4, TH. N.150',10" TH E.150',TH.S.150'10", TH. W.150' TO BEG.; (95-914-1490)

The North 15' of the 33' R.O.W. platted in the HANSON'S ADDITION TO WILLMAR;

The North 15' of the 70' R.O.W. adjacent to the following described tract: Section 15, Township 119, Range 35 PART SE1/4 OF SE1/4, BEG AT PT ON W.LINE OF W.4TH ST., 170'S. OF SE COR OF LOT 7 OF BLK.4, HANSON'S ADD. TH. W.150', TH.S'LY PAR. WITH W.LINE OF 4TH ST. TO N.LINE OF WILLMAR AVE. TH. E'LY ALONG WILLMAR AVE. TO W.LINE OF 4TH ST.TH.N'LY TO BEG. (95-915-2650)

(the Public Easement Area); and

Whereas, Article VIII, Section 8.01 of the City Code of the City of Willmar prohibits the placement "in, on or over any public street, alley or public property of any kind any utility service, communication line or tube, transportation facility or other service, of permanent or semi-permanent nature, without first having obtained a franchise from the City"; and

Whereas, Minnesota Statutes Sections 237.162 and 237.163 prohibit cities from requiring franchises of "telecommunications right-of-way users" as defined within said statutes; and

Whereas, said statutes give authority to local governments to manage the utilization of public rights-of-way by telecommunications right-of-way users as defined therein; and

Whereas, Arvig wishes to install and maintain telecommunications facilities within the Public Easement Area to serve the buildings on the Property, and the City is willing for Arvig to do so on the terms and conditions provided herein.

Now, therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. LICENSE. The City grants to Arvig a non-exclusive, terminable, license for the limited purpose to install, maintain, repair, replace and reconstruct telecommunications facilities within the Public Easement Area to serve the buildings on the Property, all as described above.

2. **TERM.** This license shall be for an indefinite term commencing on the date first written above and continuing until terminated by the City by written notice to Arvig. Such notice shall be given at least ninety (90) days in advance of the effective date of such termination. Such notice shall be delivered to Arvig or its successor in interest (as their interests and addresses may appear on the tax rolls of the County in which the Property is located), either personally or by certified mail. If such service cannot be made, service may be posted on the Public Easement Area. Before the effective date of such termination, Arvig shall remove any or all of Arvig's improvements from the Public Easement Area, as directed by the City, at Arvig's sole cost and expense, and shall return the Public Easement Area to its preexisting condition or better, unless otherwise directed by the City.

This license may also be terminated at any time by Arvig by written notice to the City. Such notice shall be given at least ninety (90) days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Administrator at the City's main offices (currently 333 6th Street Southwest, Willmar, MN 56201). Before the effective date of such termination, Arvig shall remove all of Arvig's improvements from the Public Easement Area, at Arvig's sole cost and expense, and shall return the Public Easement Area to its preexisting condition or better.

3. **CONDITION OF PREMISES NOT WARRANTED.** The City does not warrant that the Public Easement Area is suitable for the purposes for which it is permitted to be used under this Agreement but Arvig assumes all risk with respect to its activities within and use of the Public Easement Area. The City shall have no responsibility with regard to any failure of or damage to Arvig's improvements within the Public Easement Area.
4. **REGISTRATION REQUIRED.** Upon execution of this Agreement, Arvig shall provide in writing to the City, and update annually, the following information:
 - a. Arvig's name, Gopher State One-Call registration number under Minnesota Statutes Section 216D.03, address, and telephone and facsimile numbers;
 - b. the name, address, and telephone and facsimile numbers of Arvig's local representative;
 - c. proof of adequate insurance as identified in Paragraph Eight (8) below; and
 - d. such other information deemed reasonably necessary by the City for the efficient administration of the Public Easement Area.
5. **CONSTRUCTION AND MAJOR MAINTENANCE PLANS; RIGHT-OF-WAY PERMIT REQUIRED.**
 - a. At least twenty (20) days prior to the commencement of construction of telecommunications facilities in the Public Easement Area, Arvig shall submit to the City plans and specifications for construction and major maintenance that may require excavation and obstruction of the Public Easement Area. Arvig shall commence no work with regard to the same without prior written

- approval from the City. Arvig's plans shall conform to the standard requirements and any special requirements of the City, in all respects.
- b. Based on the data submitted by Arvig in the plans and specifications, City may require Arvig to apply for and obtain a right-of-way permit addressing:
 - i. installation and construction standards;
 - ii. location and relocation requirements for equipment and facilities;
 - iii. coordination and timing requirements;
 - iv. provision by Arvig of project data reasonably necessary to allow the City to develop or maintain a right-of-way mapping system, such as a geographical information mapping system;
 - v. removal requirements for abandoned equipment or facilities, if required in conjunction with the proposed activity; and
 - vi. imposing reasonable penalties for unreasonable delays in construction.
 - c. If a right-of-way permit is required, City agrees to charge and Arvig agrees to pay a fee established at a level necessary for the City to recover actual right-of-way management costs, including those associated with Arvig's registration; permit processing, issuance, and verification; inspecting job sites and restoration projects; maintaining, supporting, protecting, or moving user equipment during public right-of-way work; determining the adequacy of right-of-way restoration; restoring work inadequately performed after providing notice and the opportunity to correct the work; and revoking right-of-way permits.
 - d. A right-of-way permit may be revoked or denied under the following circumstances:
 - i. if Arvig does not comply with a provision of this Agreement;
 - ii. if the City determines that the denial is necessary to protect the health, safety, and welfare, or is necessary to protect the Public Easement Area and its current use;
 - iii. in the event of a substantial breach of the terms and conditions of statute, ordinance, rule, or regulation or any material condition of the permit. A substantial breach includes, but is not limited to, the following:
 - a) a material violation of a provision of the right-of-way permit;
 - b) an evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;
 - c) a material misrepresentation of fact in the right-of-way permit application;
 - d) failure to complete work in a timely manner, unless a permit extension is obtained or unless the failure to complete work is due to reasons beyond Arvig's control; and
 - e) a failure to correct, in a timely manner, work that does not conform to applicable standards, conditions, or codes, upon inspection and notification by the City of the faulty condition.

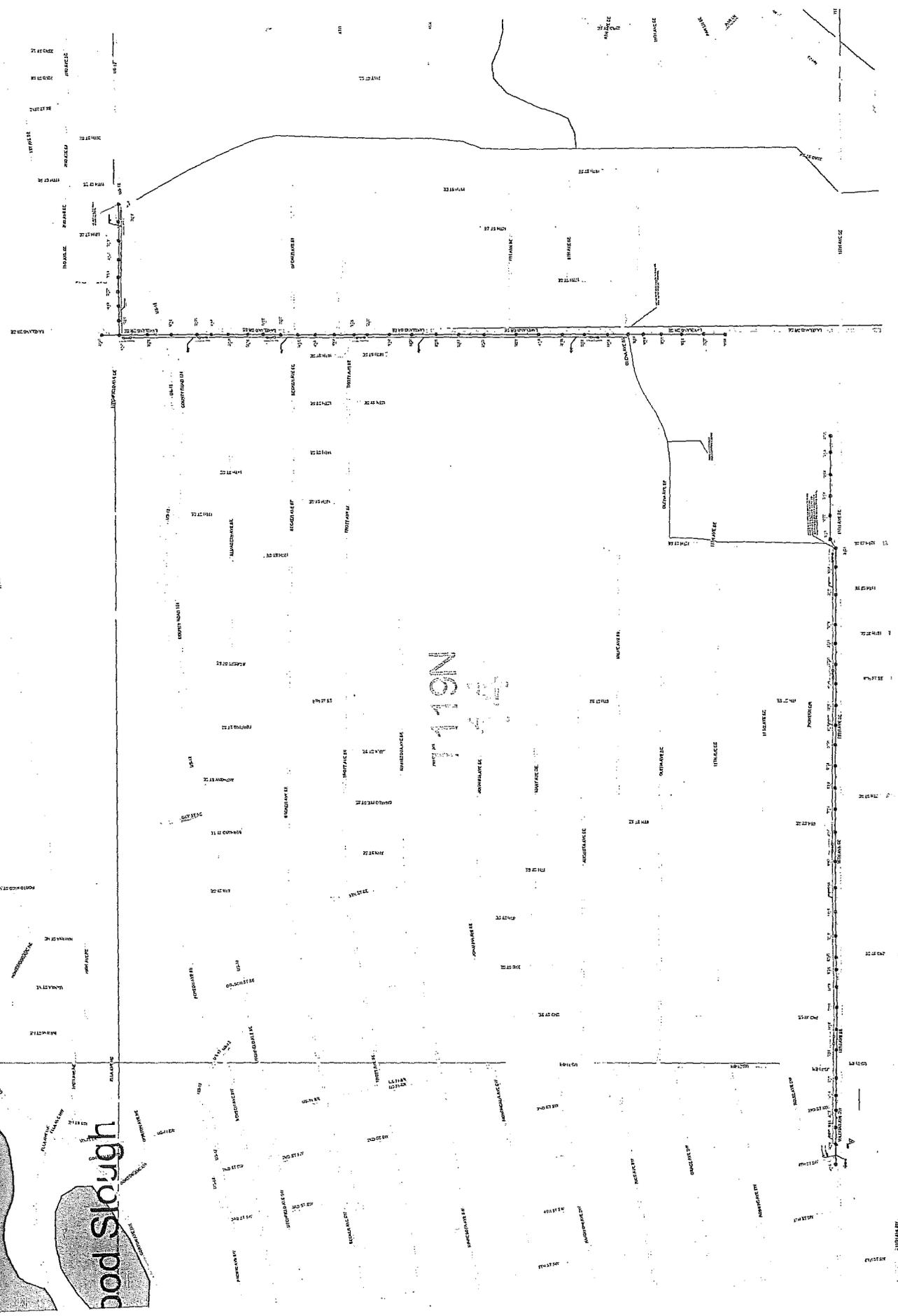
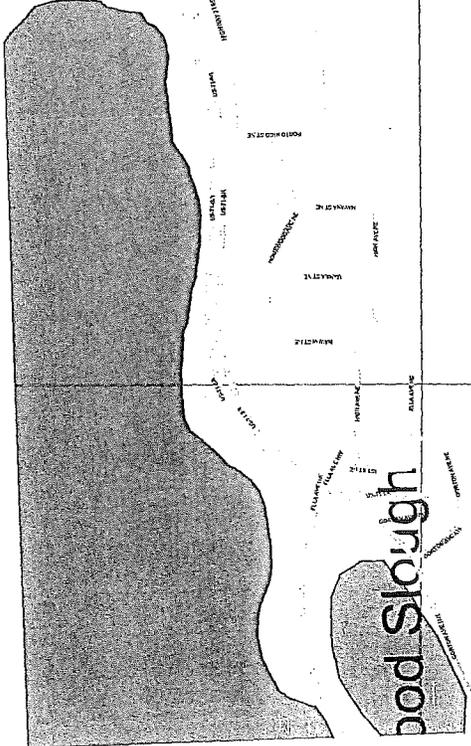
- e. In no event will the City unreasonably withhold approval of Arvig's application for a right-of-way permit, or unreasonably revoke a permit.
 - f. During construction or major maintenance, Arvig shall take all necessary precautions to protect and preserve the City's improvements within the Public Easement Area during any activities within or use of the Public Easement Area.
6. RESTORATION OF PUBLIC EASEMENT AREA.
- a. After completion of construction or major maintenance requiring excavation or obstruction of the Public Easement Area, Arvig shall provide for restoration of the Public Easement Area, including the pavement and its foundation, in the same condition that existed before the excavation or obstruction. Such restoration must be completed within six (6) months after the completion of construction or major maintenance.
 - b. Arvig may elect to restore the Public Easement area at Arvig's own cost, or allow the City to restore the Public Easement Area and charge the costs of restoration back to Arvig. Arvig shall inform the City in writing of its election as part of the plans submitted to the City prior to the commencement of construction as provided in Paragraph Five (5) above.
 - c. In the event such construction or major maintenance in the Public Easement Area disturbs uncultivated sod, and Arvig has elected to restore the Public Easement Area, Arvig shall, as part of such restoration, plant grasses that are native to Minnesota and, wherever practicable, that are of the local eco-type, unless the City objects in writing to the planting of such grasses. In restoring the Public Easement Area, Arvig shall consult with the Department of Natural Resources regarding the species of native grasses that conform to the requirements of this paragraph.
7. INDEMNIFICATION. Arvig shall defend, indemnify and hold harmless the City and its officers, employees and agents from and against any and all claims, demands, actions, and causes of action, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, arising out of or related to Arvig's activities within and use of the Public Easement Area.
8. INSURANCE. Arvig shall purchase and maintain commercial general liability insurance to protect itself from claims for damages because of bodily injury, death, and injury to or destruction of tangible property, including loss of use resulting therefrom. The base limits of this policy shall be at least \$1,000,000 combined single limit. Arvig shall provide the City with evidence of such insurance in the form of a certificate of insurance, no later than ten (10) days after execution of this Agreement. The City shall be an additional named insured and the certificate shall contain a provision that the insurance shall not be cancelled unless prior written notice thereof is given to the City not less than fifteen (15) days prior to the effective date of such cancellation. If Arvig fails to give such certificate of insurance to the City within ten (10) days after execution of this Agreement, this Agreement shall be null and void. Arvig shall provide additional

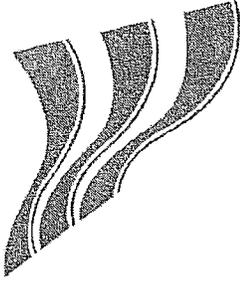
certificates of insurance to the City from time to time upon the reasonable request of the City.

9. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota.
10. ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement of the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
11. MODIFICATION OF AGREEMENT. Any modification of this Agreement shall be binding only if evidenced in writing signed by both parties.
12. ATTORNEYS' FEES AND EXPENSES. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to any other sums ordered to be paid, a reasonable sum for the successful party's attorneys' fees and expenses.
13. RECORDING. This Agreement may be recorded by either party at the expense of that party.
14. LICENSE FEE. As consideration for this Agreement, and to reimburse the City for right-of-way management costs as provided in Minnesota Statutes, Arvig agrees to pay the City a license fee of Two Thousand and no/00 Dollars (\$2,000), due and payable at the time this Agreement is executed.

(continued on next page)

Arvig





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

Agenda Item Number: 5

Meeting Date:

Attachments: Yes No

CITY COUNCIL ACTION

Date: June 16, 2014

- | | |
|-----------------------------------|---------------------------------|
| <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: County Ditch Repairs in City Limits

Recommended Action: Reallocate funds from the Surface Water Management Budget to pay repair liens and Redetermination of Benefits levied by County board for County ditches within City limits.

Background/Summary: The annual levy on each county ditch is based on the previous year expenses. The City has received invoices for ditch repairs and Redetermination of Benefits in the amount of \$156,270.29. In accordance with State Drainage Code 103E, when ditch maintenance repairs are performed the property owners listed on the Viewers Report are responsible for all repair costs. Ditches may require work every year while some may not accrue expenses at all.

These costs include the Redetermination of Benefits of five of the seven ditches. The City of Willmar is responsible for future expenses for routine maintenance and repairs will be considerably less.

Alternatives: Find funding from another source.

Financial Considerations: The 2014 budget includes \$20,000 for repairs. There is approximately \$207,000 budgeted for Surface Water Management which would leave a remaining balance of \$72,000. Funds for Redetermination of Benefits will come from the Surface Water Management Fund.

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

Signature:

Comments:

City of Willmar
Drainage Benefits Summary
Stormwater, Streets, Industrial and Residential Properties
This list does not include individual parcels the City owns
Net Benefits are Relative to the Total Ditch Benefits
Loren Engelby, Kandiyohi County Drainage Dept.
(320) 235-3266 ext. 4250
April 1, 2014

County Ditch #10 (Begins at the outlet of Foot lake and ends west of Priam)

Total Ditch Benefits = \$6,866,016
City of Willmar Total Net Benefits = \$1,219,260
 Airport = \$106,260
 Stormwater = \$1,003,000
 Sanitary Sewer = \$110,000

County Ditch #12 (Through Valley Brook Estates)

Total Ditch Benefits = \$938,889
City of Willmar Total Net Benefits = \$120,000

County Ditch #19 (West end of the new airport)

Total Ditch Benefits = \$4,136,091
City of Willmar Total Net Benefits = \$624,239
 Airport = \$458,830
 Sanitary Sewer = \$165,409

County Ditch #23 (Willmar to Wakanda)

Total Ditch Benefits = \$8,246,060
City of Willmar Total Net Benefits = \$4,497,900

County Ditch #46 (Old Sanitary outfall ditch)

Total Ditch Benefits = \$2,616,149
City of Willmar Total Net Benefits for Storm sewer = \$420,000
 Parcel #33-020-0011 for Interceptor Line Property = \$22,230

Joint County Ditch #1 (South Fork Crow River-Downstream of CD 23)

Total Ditch Benefits = \$1,096,824
City of Willmar Total Net Benefits = \$106,584

Joint County Ditch #7 (Hawk Creek-Downstream of CD 10, 12, 19 and 46)

Total Ditch Benefits = \$2,882,836
City of Willmar Total Net Benefits = \$600,000

The annual levy is based on the previous year expenses. Now that the County Ditches have gone through a Redetermination of Benefits, future expenses will be for routine maintenance and repairs. We usually have our annual levy calculated by mid January. You can calculate your share by multiplying your net benefit by the levy percentage.

Statement

KANDIYOHI COUNTY AUDITOR
P.O. Box 936
Willmar, Minnesota 56201
Telephone 231-6202

Date: March 18, 2014

To: City of Willmar
Kevin Halliday - Clerk
P.O. Box 755
Willmar, MN 56201

=====

Benefits to Streets

Per Loren E. billing missed

County Ditch #12

4.3% repair lien levied by the County board 2014
(#753) County Ditch #12
Storm Sewer/Streets, Industrial & Residential Properties

(14-601-V-0715-5053) \$5,160.00

Total Due \$5,160.00

=====

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



Signature of Claimant

Kandiyohi County Auditor
P.O. Box 936
Willmar, Minnesota 56201

47.

Statement

KANDIYOHI COUNTY AUDITOR
P.O. Box 936
Willmar, Minnesota 56201
Telephone 231-6202

Date: March 18, 2014

To: City of Willmar
Kevin Halliday - Clerk
P.O. Box 755
Willmar, MN 56201

=====

Benefits to Streets

Per Loren E. billings missed

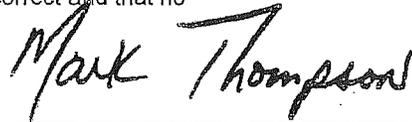
County Ditch #46

Repairs for Storm Sewer/Streets, Industrial & Residential Properties	(16-601-0769-5053)	
2% 2012	\$8,400.00	
2.5% 2013	\$10,500.00	
1% 2014	4,200.00	\$23,100.00

Total Due \$23,100.00

=====

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



Signature of Claimant

Kandiyohi County Auditor
P.O. Box 936
Willmar, Minnesota 56201

Statement

KANDIYOHI COUNTY AUDITOR
P.O. Box 936
Willmar, Minnesota 56201
Telephone 231-6202

Date: March 18, 2014

To: City of Willmar
Kevin Halliday - Clerk
P.O. Box 755
Willmar, MN 56201

=====

Benefits to Streets

2.5% repair lien levied by the County Board for 2014 (#8541) County Ditch #23	(14-601-1-0730-5053)	\$112,447.50
.4% repair lien levied by the County Board for 2014 (#193) County Ditch #19	(14-601-1-0724-5053)	\$2,496.95
1% repair lien levied by the County Board for 2014 (#6649) Judicial Ditch #1, M & K	(14-601-1-0604-5053)	\$1,065.84
2% repair lien levied by the County Board for 2014 (#6200) Judicial Ditch #7, C K & R	(14-601-1-0658-5053)	\$12,000.00

Total Due \$128,010.29

=====

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

Surface Water Management funds
417.
0445
0449

Mark Thompson

Signature of Claimant

Kandiyohi County Auditor
P.O. Box 936
Willmar, Minnesota 56201

125k

156,270.29

City of Willmar

16-601-1-0769

IMP'T. DESC. C.D #46 DITCH NO. _____ CODE S/A # 46

BEGINNING DATE _____ RECORDING DATE _____ INT. RATE _____ NO. OF YRS. _____

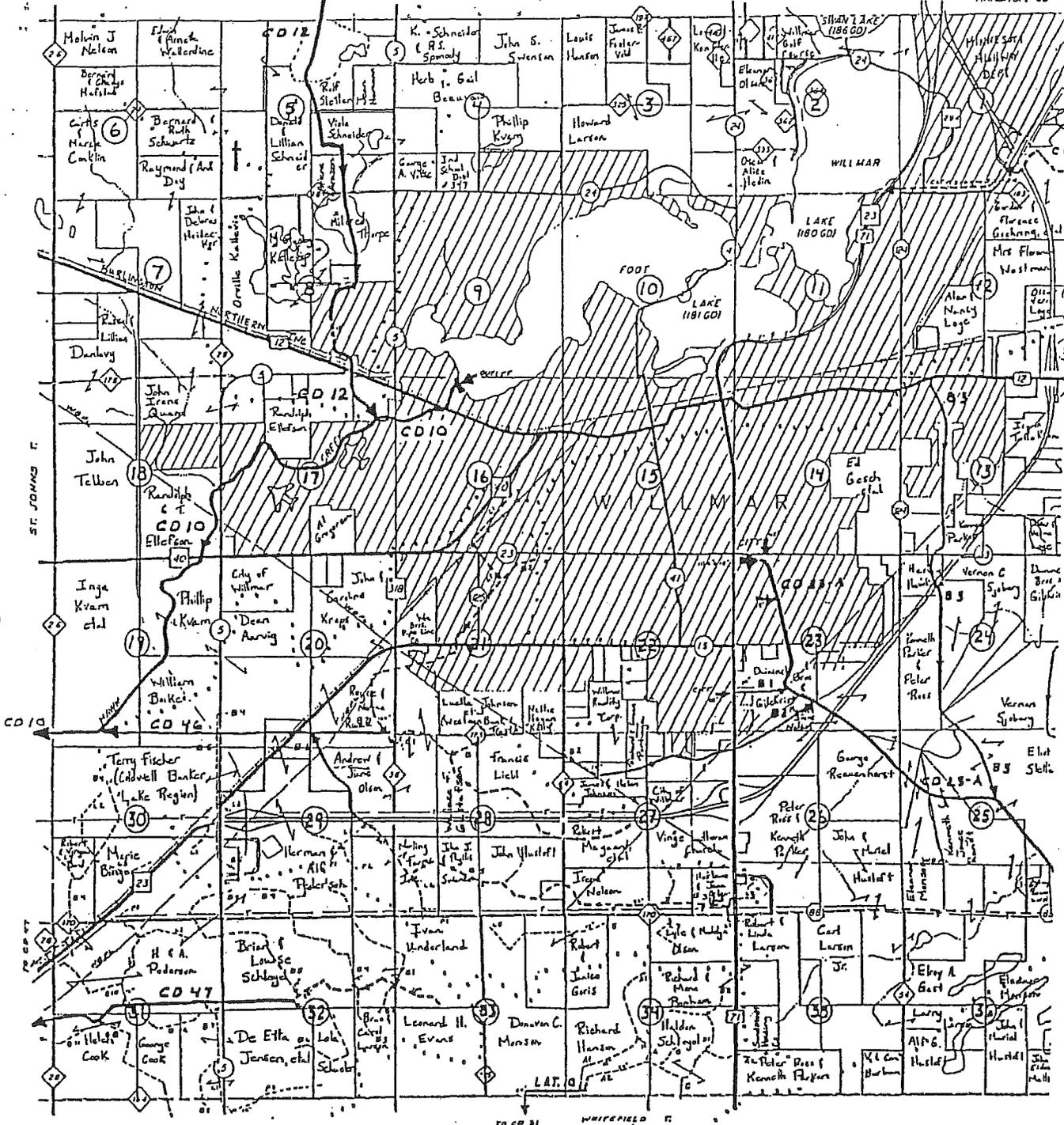
	DESCRIPTION BY V4 OR LESS	TOTAL AMOUNT	ANNUAL PRINCIPAL			
1	<u>Storm Sewer</u> Streets, Industrial + Residential Properties	Benefits \$420,000 ⁰⁰				
2						
3						
4						
5						
6						
7						
8						
9						
	YEAR PAYABLE	AMOUNT	MEMO	PRINCIPAL	INTEREST	BALANCE
			FWD.			
	20% 2012	8,400 ⁰⁰				
	2 1/2% 2013	10,500 ⁰⁰				
	10% 2014	4,200 ⁰⁰				
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

TOWNSHIP 119 N.

WILLMAR

DOVE T. RANGE 35 W.

MANDAN CO.



County Ditch 46

City of Willmar

IMP'T. DESC. County Ditch 12 (R/B) DITCH NO. _____ CODE 753
 (2013)
 BEGINNING DATE _____ RECORDING DATE _____ INT. RATE _____ NO. OF YRS. _____
14-601/715

	DESCRIPTION BY V4 OR LESS	TOTAL AMOUNT	ANNUAL PRINCIPAL
1	<i>Storm Sewer, Streets, Industrial & Residential Properties:</i>	<i>Benefits</i>	<i>\$120,000.00</i>
2			
3			
4			
5			
6			
7			
8			
9			

	YEAR PAYABLE	AMOUNT	MEMO	PRINCIPAL	INTEREST	BALANCE
			FWD.			
	<i>4.3% 2014</i>	<i>5,160.00</i>				
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
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15						
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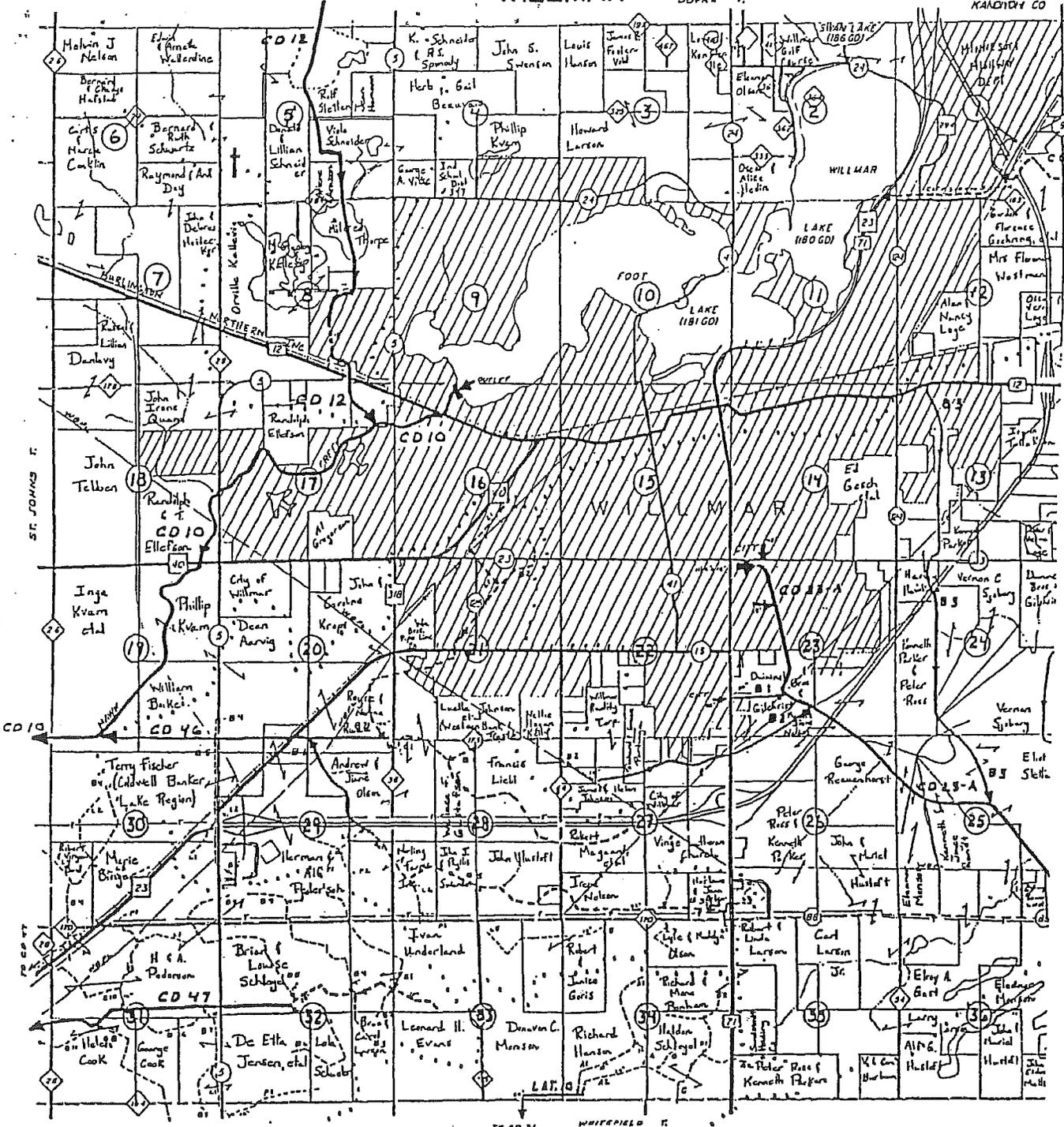
TOWNSHIP 119 N.

WILLMAR

DOVER T.

RANGE 35 W.

KANDIOWA CO



County Ditch 12.

Steve Okins

From: Sean Christensen
Sent: Monday, June 09, 2014 3:58 PM
To: Steve Okins
Subject: FW: ditch levies

From: Loren Engelby [mailto:Loren_E@co.kandiyohi.mn.us]
Sent: Friday, May 23, 2014 8:27 AM
To: Sean Christensen
Subject: RE: ditch levies

The State Drainage Code is 103E. It outlines how we must manage public systems. When a public system is established, a list of benefited property owners is developed as part of the proceedings. That list is approved at the final hearing and the list of property owners are responsible for all maintenance and repair costs. There is nothing in statute that describes how Drainage Authorities levy needed funds. In this county, we conduct the maintenance and repairs as needed. Some ditches need work every year and some may not have any expenses for many years in a row. The annual levy is set in January of each year. The levy is based on previous year expenses. I usually recommend a levy that covers the expenditures plus a reserve.

In a nutshell, these "public drainage systems" are owned by all the property owners listed on the Viewers Report (not by the Public in general). The County is the Drainage Authority and is the banker and manager of those systems as outlined in Statute 103E. You can go to: www.revisor.mn.gov to look up any Minnesota State Statute.

If you ever have difficulty sleeping at night, simply go to Drainage Code 103E and you'll be asleep in no time!!!!

Hope this helps. Have a great weekend.
Loren

From: Sean Christensen [<mailto:schristensen@willmarmn.gov>]
Sent: Thursday, May 22, 2014 4:46 PM
To: Loren Engelby
Subject: ditch levies

Loren,
I had one more question that I didn't get around to asking...

Is there an agreement (verbal or otherwise, even a statute) that says the county will clean/maintain the ditches and charge the levies the following year?

Thanks again for meeting with me today.

SEAN CHRISTENSEN, P.E.
PUBLIC WORKS DIRECTOR/CITY ENGINEER
CITY OF WILLMAR
333 6TH STREET
P.O. Box 755
WILLMAR, MN 56201
OFFICE: 320.235.4913
CELL: 320.212.0538

LICENSE AGREEMENT TO USE PUBLIC RIGHT-OF-WAY

This License Agreement ("License" or "Agreement") is entered into by and between the City of Willmar, a municipal corporation under the laws of the State of Minnesota ("City"), and James M. Anfinson ("Licensee").

WHEREAS, Licensee owns real property located at 2309 Williams Parkway Southwest in the City, identified by the Kandiyohi County Recorder's Office as Parcel No. 95-715-1560 (the "Property"); and

WHEREAS, the City owns dedicated public right-of-way easement rights to a portion of the Property along its northeastern boundary which it uses and maintains as a public right-of-way, namely, Williams Parkway Southwest ("Williams Parkway"); and

WHEREAS, the City additionally owns dedicated public right-of-way easement rights to a portion of the Property along its southeastern boundary for public right-of-way purposes, but has not to date constructed improvements within such right-of-way (the "Unimproved Right-of-Way"); and

WHEREAS, Licensee desires to construct and maintain a concrete driveway ten feet in width by one hundred twenty feet in length, as measured from the southern edge of the pavement for Williams Parkway within the portion of the Unimproved Right-of-Way (the "Encroachment") as depicted on the attached Appendix A and as legally defined as follows:

The land which is charged with this encroachment right and privilege, is located in Section 21, Township 119N, Range 35W in the County of Kandiyohi and State of Minnesota, and is more particularly described as follows:

Beginning at the Northeast corner of Lot 6, Block 3 of Southgate Third Addition; thence on an assumed bearing of North 35 degrees 14 minutes 43 seconds East, a distance of 40.00 feet ; thence on a bearing of South 54 degrees 45 minutes 17 seconds East, a distance of 30.00 feet ; thence on a bearing of South 35 degrees 14 minutes 43 seconds West, a distance of 120.00 feet ; thence on a bearing of North 54 degrees 45 minutes 17 seconds West, a distance of 30.00 feet ; thence on a bearing of North 35 degrees 14 minutes 43 seconds East, a distance of 80.00 feet to point of beginning.

(the "Licensed Premises"); and

WHEREAS, The City is willing to permit Licensee to construct and maintain the Encroachment pursuant to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. LICENSE. The City shall grant to Licensee a terminable license to construct a concrete driveway within the Licensed Premises and otherwise maintain and repair the Encroachment within the Licensed Premises as necessary to serve the building on the Property during the term of this Agreement, subject to the following conditions:
 - a. Licensee shall commence no work authorized by this License until it has obtained all required approvals and permits as required by the City and following written authorization from the City Engineer.
 - b. Licensee shall take all necessary precautions to protect and preserve the City's improvements within Williams Parkway and/or the Licensed Premises during any activities within or use of the Licensed Premises as contemplated in this License.
 - c. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions and shall not hinder the natural free and clear passage of water through the gutters or other waterways.
 - d. Licensee shall conduct any work authorized by this License in a manner so as to insure the least obstruction to and interference with present and continued use of Williams Parkway and the Licensed Premises.
 - e. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, maintain or repair the Encroachment and comply with the requirements thereof.
 - f. Licensee shall protect the root growth of all significant trees and shrubbery located within the Licensed Premises and adjacent thereto.
 - g. Licensee shall maintain access to all properties and cross streets during the term of this License, including emergency vehicle access.
 - h. Licensee shall remove daily all dirt or debris from sidewalks, trails, public and private roadway surfaces and curbs and gutters during any work authorized by this License.
 - i. Licensee shall fully comply with all applicable federal, state and local laws, regulations and ordinances.
 - j. Licensee shall be responsible for either; 1) removing the Encroachment and all associated costs, or 2) the cost of removal of the Encroachment by the City, should the City or another authorized party need to conduct work in the Licensed Premises.
2. TERM. This License shall be for an indefinite term commencing on the date of the last signatory to this Agreement and continuing until terminated by the City by written notice to the Licensee. Such notice shall be given at least 90 days in advance of the effective date of such termination. Such notice shall be delivered to Licensee or its successor in interest (as their interests and addresses may appear on the tax rolls of the County in

which the Property is located), either personally or by certified mail. If such service cannot be made, service may be posted on the Property.

This License may also be terminated at any time by Licensee by written notice to the City. Such notice shall be given at least 90 days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Administrator at the City's main offices (333 6th Street Southwest, Willmar MN 56201).

Before the effective date of any such termination of this License under this Section, Licensee shall remove the entirety of the Encroachment from the Licensed Premises, at Licensee's sole cost and expense, and shall restore the Licensed Premises to its preexisting condition, unless otherwise directed by the City in writing. In the event that Licensee fails to remove the Encroachment from the Licensed Premises before the effective termination date of this License, the City or its authorized agents or representatives may perform any work necessary to remove the Encroachment from the Licensed Premises and restore the Licensed Premises to its preexisting condition, and Licensee shall reimburse City for all expenses reasonably incurred by the City in performing such work. If Licensee fails to so reimburse the City as required by this paragraph within 30 days of Licensee's receipt of a billing statement for such charges from the City, the unpaid charges shall constitute a lien against the Property from and after the date they were due and unpaid. The City may take any action it is authorized under law to take to recover such unpaid charges, including certifying such unpaid charges to the county auditor for collection with taxes.

3. **CONDITION OF PREMISES NOT WARRANTED.** The City does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The City shall have no responsibility with regard to any failure of or damage to the Encroachment within the Licensed Premises. Licensee understands and acknowledges that this Agreement grants it only a terminable license to use the Licensed Premises, and does not confer any permanent property rights with respect to the Licensed Premises or the Encroachment upon Licensee. Licensee further knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises for the purposes permitted herein and the Encroachment thereon and hereby assumes any and all risks and hazards associated therewith. Licensee understands and acknowledges that the primary purposes of Williams Parkway and the Licensed Premises, notwithstanding this Agreement, are to facilitate the safety of the traveling public and to accommodate public utility facilities, and that the Licensed Premises and utility facilities located therein require regular maintenance, repairs or other work. Licensee hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee or any person using the Encroachment and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all such claims of liability related in any way to the Licensed Premises, the Encroachment, or the City's maintenance, repair or other work conducted within the Licensed Premises.

4. INSPECTION. Licensee shall make the Licensed Premises available to the City and its authorized agents or representatives, and all others authorized by law, for inspection at all reasonable times during the term of this License.
 - a. The City may order the immediate cessation of any project work that exceeds the scope of this license or otherwise poses a serious threat to the life, health, safety or welfare of the public.
 - b. The City may order Licensee to correct any project work to comply with this License or other applicable standards, conditions or laws. If the Encroachment falls into disrepair at any time during the term of this License, the City may order Licensee to conduct any repairs or perform any maintenance necessary to bring the Encroachment into compliance with this License. Any such order by the City authorized by this Paragraph shall state the violation, the terms of correcting the violation and that failure to correct the violation within the stated time limits shall be cause for immediate revocation of this License. If the violation is not corrected within the stated time limits, the City may immediately revoke this License and pursue any and all remedies available to it upon termination of this License pursuant to the terms of Paragraph 2 above.
5. INDEMNIFICATION. Licensee shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee's use of the Licensed Premises or its installation and/or maintenance of the Encroachment therein. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to City. City, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of City. All indemnification obligations shall survive termination, expiration or cancellation of this License.
6. INSURANCE. Licensee shall purchase and maintain general liability insurance to protect itself from claims for damages because of bodily injury, death, and injury to or destruction of tangible property, including loss of use resulting therefrom, in accordance with the minimum standards for insurance set forth in City Code § 13-3 (d) (4). Licensee shall provide the City with evidence of such insurance in the form of a certificate of insurance no later than ten days after executing this Agreement and annually thereafter. The City shall be an additional insured on such policy and all certificates shall contain a provision that the insurance shall not be cancelled unless prior written notice thereof is given to the City not less than 30 days prior to the effective date of such cancellation. If Licensee fails to give such certificate of insurance to the City within ten days after

execution of this Agreement, this License shall be null and void. Licensee shall annually provide additional certificates of insurance to the City. If Licensee fails to maintain a policy of insurance as required by the City for the term of this Agreement, the City may immediately revoke this License and require the immediate removal by the Licensee of the Encroachment from the Licensed Premises at the Licensee's sole cost and expense, and the Licensee shall restore the Licensed Premises to its preexisting condition.

7. LICENSE FEE. As consideration for this Agreement, Licensee agrees to pay the City a license fee of Four Hundred Fifty and no/00 Dollars (\$450), due and payable at the time this Agreement is executed.
8. GENERAL TERMS.
 - a. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
 - b. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
 - c. ASSIGNMENT. This Agreement may not be assigned by either party without the written consent of the other party.
 - d. MODIFICATIONS/AMENDMENT. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Licensee.
 - e. RECORDS—AVAILABILITY AND RETENTION. Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Licensee and involve transactions relating to this Agreement. Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
 - f. COMPLIANCE WITH LAWS. Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, programs and staff for which Licensee is responsible.

- g. GOVERNING LAW. This Agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- h. DATA PRACTICES. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- i. NO WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- j. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- k. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- l. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- m. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- n. RECORDING. This Agreement may be recorded by either party at the expense of that party.

[Signature page to follow]

PUBLIC WORKS/SAFETY COMMITTEE

MINUTES

The Public Works/Safety Committee of the Willmar City Council met on Tuesday, June 10, 2014, in Conference Room No. 1 at the City Office Building.

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

Others present: Mayor Frank Yanish; Director of Public Works Sean Christensen; Interim Chief of Police Jim Felt; Citizen Don Cole.

Item No. 1 Call to Order

The meeting was called to order by Chair Christianson at 4:47 p.m.

Item No. 2 Public Comments

Willmar citizen Don Cole brought forth questions regarding the process to determine street repairs. As a resident of 10th Street SW, he does not believe that 10th Street needs any repairs. Staff explained the Pavement Management Plan rates streets on a scale from 1 to 100, 100 being the best street condition and 1 being the worst condition. The options of maintaining a street starts with crack sealing, followed by seal coating, mill and overlay, and finally reconstruction.

Item No. 3 Contract No. 1301-A: Change Order #1 (Resolution)

Staff presented a recommendation to approve Contract No. 1301-A Change Order #1. The project was awarded to Duinick Inc. on May 9, 2013, for the street improvements to Kandiyohi Avenue SW from 1st Street to 7th Street SW, and 11th Street to 15th Street. Staff noted minor extra work was required to correct grade and drainage problems. Change Order No. 1 in the amount of \$10,875.60 was negotiated with the contractor to address the added work. Project funding was discussed with the committee, noting the design engineer has agreed to pay these additional contract costs for completing the work.

Staff suggested the possibility of using an escrow account provided by the engineer to cover any modifications to the completed work. The Council also suggested an idea of having the engineer sign a document stating any problems that arise with the engineer plans, they are held liable for resolving the issues.

Following discussion a motion was made by Council Member Nelsen and seconded by Council Member DeBlieck to approve the Contract No. 1301-A Change Order #1. The motion carried.

Item No. 4 Sign Retroreflectivity Policy (Resolution)

Staff presented a policy to establish how the City will implement a method to meet the minimum sign retroreflectivity requirements in the manual on Uniform Traffic Control Devices. The goal of this policy is to improve public safety on the City's streets and maximize the City's limited resources to replace signs. It was noted there was no financial consideration at this time as it is only adopting the policy and creating a database of the signs retroreflectivity by Public Works staff.

A motion was made by Council Member Nelsen and seconded by Council Member DeBlieck to adopt the policy. The motion carried.

Item No. 5 2014 Street Lighting Bid Award & Budget Amendment (Resolution)

Staff presented a recommendation to award the 2014 Street Lighting contract to Zenergy, LLC in the amount of \$63,489.00, authorize the Mayor and City Administrator to execute the agreement on behalf of the City, and amend the budget of the Local Option Sales Tax to fund the project. The project will install LED lights on Willmar Avenue SW from 22nd Street to 30th Street SW.

A motion was made by Council Member Nelsen and seconded by Council Member DeBlieck to award the contract, authorize signatures and amend the budget. The motion carried.

Item No. 6 Wal-Mart Foundation Grant Application: Shop with a Cop (Motion)

Staff recommended the approval for the Willmar Police Department to apply with the Wal-Mart Foundation for a \$1,000 grant for the Shop with a Cop event. The Police Department has participated with the Willmar Wal-Mart Foundation for over 10 years in this program, and officers volunteer their time to assist underprivileged children in shopping for holiday gifts for their family.

A motion was made by Council Member Nelsen and seconded by Council Member DeBlieck to approve the grant application. The motion carried.

Item No. 7 Wal-Mart Foundation Grant Application: DARE Program (Motion)

Staff recommended the approval for the Willmar Police Department to apply with the Wal-Mart Foundation for a \$1,000 grant to fund a portion of the DARE program. The Police Department has been active in the DARE program since 1990, and the Wal-Mart Foundation has been a regular contributor for over 10 years to the program.

A motion was made by Council Member DeBlieck and seconded by Council Member Nelsen to approve the grant application. The motion carried.

Item No. 8 Old Business

Interim Police Chief Jim Felt noted the jail census for June 10, 2014, was 99, and that the calls for service for the previous two weeks totaled 798; with a total of 1,545 calls total since the Public Works/Safety Meeting of May 13th, 2014.

Item No. 9 New Business (Resolution)

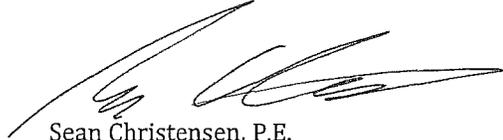
Staff recommended the approval of roof maintenance and repairs to the Public Works Garage. The repairs are to resolve leaking issues that have materialized in the last two years. Two quotes were received and West Central Roofing submitted the low quote of \$20,104.37 to replace the office area with a Duro-Last Roofing System, repairing other problem areas and adding in 18 downspout extensions.

A motion was made by Council Member Nelsen and seconded by Council Member DeBlieck to approve the quote for maintenance and repairs.

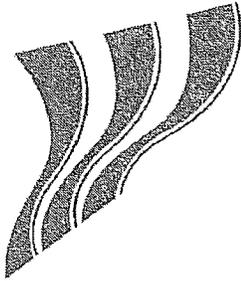
Council Member Christianson brought forth the topic of burning permit discussions for Fire Chief Gary Hendrickson, regarding the need to formulate a policy to not allow any burning of brush within the City limits. City residents are encouraged to use the Brush Site for any piles of leaves, branches, and grass trimmings in need of disposal. Clarification is also needed to define what is appropriate for burning in a fire pit.

There being no further business to come before the Committee, the meeting was adjourned at 5:55 p.m. by Chair Christianson.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sean Christensen', written in a cursive style.

Sean Christensen, P.E.
Public Works Director



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

Agenda Item Number: 3

Meeting Date: June 10, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: June 16, 2014

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

Originating Department: Engineering

Agenda Item: Contract No. 1301-A – Change Order #1

Recommended Action:

Approve Change Order #1 to the 1301-A Contract.

Background/Summary:

Project No. 1301-A was awarded on May 9, 2013 to Duinick Inc., Prinsburg, MN and included the street improvements to Kandiyohi Avenue SW from 1st Street to 7th Street SW, 11th Street to 15th Street. Staff noted some minor extra work was required to correct grade and drainage preference. Change Order No. 1 in the amount of \$10,875.60 was negotiated with the contractor to address the added work.

Alternatives:

NA

Financial Considerations:

Design engineer has agreed to pay additional contract costs to complete work.

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

Signature:

Comments:

Project No. 1301-A

CHANGE ORDER NO. 1
WORK ORDER NO. 1
FOR MINOR EXTRA WORK

CITY OF WILLMAR, MINNESOTA

PROJECT – PROJECT 1301-A-2013 STREET IMPROVEMENTS

CONTRACTOR – DUININCK INC. BOX 208, PRINSBURG, MN 56281

The following changes in work, quantities and cost for the above project are herewith authorized:

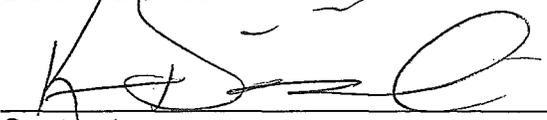
<u>Cost Summary:</u>	Original Contract	\$1,321,174.20
	Change Order No. 1 (Work Order No. 1 For Minor Extra Work)	\$10,875.60
	Contract Total	\$1,332,049.80

Date: April 17, 2014

CITY OF WILLMAR:


Sean Christensen, Works Director

DUININCK INC.


Contractor

STATE AID FOR LOCAL TRANSPORTATION
WORK ORDER FOR MINOR EXTRA WORK

Rev. July 2010

Page 1 of 1

SP	Minn. Proj. No.: 175 - 122 - 005	W/C No.: 1
Project Location: Kandiyohi Avenue Between 12 th to 13 th Streets		
Local Agency: City of Willmar, MN		Local Project No.: 1301A
Contractor: Duinink, Inc.		Contract No.
Address/City/State/Zip: 408 Sixth Street, P.O. Box 208, Prinsburg, MN 56281		
Total Work Order Amount \$ \$ 10,875.60		

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

Remove and replace curb and gutter/sidewalk and other items on Kandiyohi Avenue between 12th and 13th Streets as listed below:

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items)					
Item No.	Description	Unit	Unit Price	+ Or - As Built Quantity	+ Or - Final Amount \$
2104.501	Remove 4" Sidewalk	SF	\$2.00	+47.0	\$94.00
2104.503	Remove concrete curb and gutter	LF	\$4.00	+114.8	\$459.20
2503.511	8" PVC Storm Sewer	LF	\$100.00	+16.0	\$1,600.00
2506.501	Connect to Storm Sewer (12" Pipe)	EACH	\$600.00	+1	\$600.00
2506.501	Const Drainage Structure Design H	LF	\$700.00	+3.1	\$2,170.00
2506.516	CASTING ASSEMBLY (Catchbasin) B624 Curb	EACH	\$700.00	+1	\$700.00
2521.501	4" Concrete Walk	SF	\$10.00	+137.6	\$1,376.00
2531.501	Concrete Curb & Gutter Design B624	LF	\$23.00	+114.8	\$2,640.40
2531.507	6" Concrete Driveway Pavement	SY	\$40.00	+30.9	\$1,236.00
Net Change this Work Order					\$10,875.60

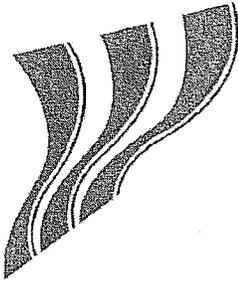
Due to this change the contract time: (check one)	
<input checked="" type="checkbox"/> (X) Is NOT changed	<input type="checkbox"/> () May be revised as provided in Mn/DOT Specification 1806
<input type="checkbox"/> () Is Increased by _____ Working Days	<input type="checkbox"/> () Is Increased by _____ Calendar Days
<input type="checkbox"/> () Is Decreased by _____ Working Days	<input type="checkbox"/> () Is Decreased by _____ Calendar Days

Approved by Project Engineer: Paul Jurek Date: 2-18-2014
Print Name: PAUL JUREK Phone: _____

Approved by Contractor: Kristopher Duinink Date: 8/20/13
Print Name: KRISTOPHER DUININK Phone: 320-978-6011

Distribution: Project Engineer (Original), Contractor (copy), DSAE (copy for funding review)

<p>DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.</p>	
<p>This work is eligible for: ___ Federal Funding ___ State Aid Funding ___ Local funds</p>	
<p>District State Aid Engineer: _____ Date: _____</p>	



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4

Meeting Date: June 10, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: June 16, 2014

- Approved Denied
 Amended Tabled
 Other

Originating Department: Public Works

Agenda Item: Sign Retroreflectivity Policy

Recommended Action: To adopt the policy

Background/Summary: The purpose of the Sign Retroreflectivity Policy is to establish how the City will implement a method to meet the minimum sign retroreflectivity requirements in the Manual on Uniform Traffic Control Devices. The goal of this policy is to improve public safety on the City's streets and maximize the City's limited resources to replace signs.

Alternatives: Don't adopt policy

Financial Considerations: None at this time

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

Signature: 

Comments:

City of Willmar, Minnesota Sign Retroreflectivity Policy

Article I. Purpose and Goal.

The purpose of this policy is to establish how the city will implement an assessment or management method, or combination of methods, to meet the minimum sign retroreflectivity requirements in the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).

Substantial conformance with the MN MUTCD is achieved by having a method in place to maintain minimum retroreflectivity levels. Conformance does not require or guarantee that every individual sign in the city will meet or exceed the minimum retroreflective levels at every point in time.

The goal of this policy is to improve public safety on the city's streets and roads and prioritize the city's limited resources to replace signs.

Article II. Applicable Signs.

This policy applies to all regulatory, warning, and guide signs as set forth in the MN MUTCD.

[Pursuant to Section 2A.8 of the MN MUTCD the city excludes the following signs from the retroreflectivity maintenance guidelines:

- A. Parking, Standing, and Stopping signs (R7 and R8 series)
- B. Walking/Hitchhiking/Crossing signs (R9 series, R10-1 through R10-4b)
- C. Acknowledgment signs, including Memorial signs
- D. All signs with blue or brown backgrounds
- E. Bikeway signs that are intended for exclusive use by bicyclists or pedestrians]

Article III. Resource Materials

The city has reviewed and relied on numerous resources in adopting this policy. These resource materials include, but are not limited to the following:

- *Methods for Maintaining Traffic Sign Retroreflectivity*, Publication No. FHWA-HRT-08-026, U.S. Department of Transportation, Federal Highway Administration (November 2007).
- *Sign Retroreflectivity Guidebook*, Publication No. FHWA-CFL/TD-09-005, U.S. Department of Transportation, Federal Highway Administration (September 2009).
- *Sign Retroreflectivity: A Minnesota Toolkit*, Minnesota Department of Transportation, Local Road Research Board (June 2010).

- *Traffic Sign Maintenance/Management Handbook*, Report No. 2010RIC10, Version 1.1, Minnesota Department of Transportation (October 2010).
- *LMCIT Sign Retroreflectivity Memo and Model Policy*, League of Minnesota Cities (Final Edition, March 2014).

Article IV. Sign Inventory

To meet the city's goal of maintaining sign retroreflectivity above certain levels, the city will maintain a sign inventory of all new or replacement signs installed after the effective date of this policy. The inventory shall indicate the type of sign, the location of the sign, the date of installation or replacement, the type of sheeting material used on the sign face, the expected life of the sign, and any maintenance performed on the sign.

As to existing signs, the city will perform an inventory of all signs covered by this policy. The city recognizes this process will occur over time subject to the city's monetary and human resources. The city expects to complete its sign inventory by January, 2015. The city shall record the above information related to new signs to the extent that such information is known and shall also include a statement on the general condition of the sign.

Article V. Removal of Signs

In recognition of the fact that excess road signs have been shown to reduce the effectiveness of signage, as well as impose an unnecessary financial burden on road authorities, it is the city's policy to remove signs determined to be unnecessary for safety purposes and which are not required to comply with an applicable state or federal statute or regulation. The removal of signs shall be based on an engineering study and the MN MUTCD.

Article VI. Approved Sign Evaluation Method.

After reviewing the various methods proposed for sign maintenance, the City adopts one or more of the following methods to meet the minimum sign retroreflectivity requirements in the MN MUTCD:

- Nighttime Visual Inspection.** The retroreflectivity of the City's signs is assessed by a trained sign inspector following a formal visual inspection procedure from a moving vehicle during nighttime conditions. Signs that are visually identified by the inspector to have retroreflectivity below the minimum levels will be replaced. The City will visually inspect its signs based on the following schedule:

The City will visually inspect all of the signs covered by this policy once each year.

- Expected Sign Life.** The installation date is labeled or recorded when a sign is installed, so that the age of any given sign is known. The age of the sign is compared to the expected sign life. The expected sign life is based on the experience of sign retroreflectivity degradation in the City. Signs older than the expected life will be replaced.

Article VII. Sign Replacement.

The City hereby establishes the following priority order in which road signs will be replaced:

- First priority shall be given to replacing all signs determined not to meet applicable retroreflectivity standards. Top priority shall also be given to replacing missing or damaged signs determined to be of a priority for safety purposes.
- Second priority shall be given to signs determined to be marginal in their retroreflectivity evaluation.
- Third priority shall be given to all remaining signs as they come to the end of their anticipated service life, become damaged, etc.

In addition, within each category above, further priority shall be given to warning and regulatory signs on roads with higher vehicle usage.

After the initial replacement of signs as provided for in this Article or the installation of new signs, the City shall, for the purpose of complying with the requirements of the MN MUTCD, maintain minimum retroreflectivity standards, as budgetary factors allow, by replacing signs as they reach the end of the latter of their (a) warranty period; (b) expected life expectancy for the sheeting material used on the sign; or (c) expected life as determined by an authorized engineering study.

Damaged, stolen, or missing signs may be replaced as needed.

Article VIII. Modification and Deviation from Policy.

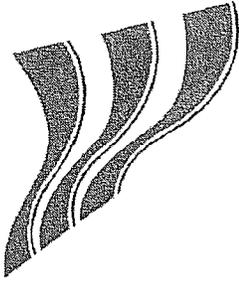
The City reserves the right to modify this Sign Retroreflectivity Policy at any time if deemed to be in the best interests of the City based on safety, social, political and economic considerations.

The Director of Public Works, or his or her designee, may authorize a deviation from the implementation of this policy in regard to a particular sign when deemed to be in the best interests of the City based on safety, social, political and economic considerations. Such deviation shall be documented including the reason for the deviation and other information supporting the deviation.

Adopted by the City Council of the City of _____ on this ____ day of _____, 2014.

City Clerk

Mayor



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 5
Meeting Date: June 10th, 2014
Attachments: Yes No

CITY COUNCIL ACTION

Date: June 16th, 2014

- Approved Denied
 Amended Tabled
 Other

Originating Department: Public Works

Agenda Item: Award the Contract for the 2014 Street Lighting, Project No. 1407 and amend the budget

Recommended Action: To award the Contract to Zenergy, LLC in the amount of \$63,489.00 and authorize signatures on the 2014 Street Lighting Contract.
To approve the amendment of the final budget to fund the project from the Local Option Sales Tax.

Background/Summary: The City requested quotes for the 2014 Street Lighting Project. One quote was received from Zenergy, LLC from Sebeka, MN in the amount of \$63,489.00.

Alternatives: 1. Reject and rebid the project

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

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

Signature:

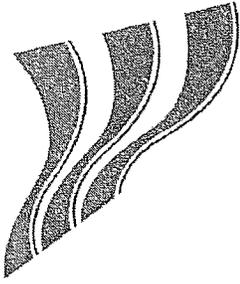
Comments:

**CITY OF WILLMAR
PROJECT NO. 1407
STREET LIGHTING
BID TABULATION**

Bids Close: June 3, 2014 at 1:00 p.m.

<u>BIDDER</u>	<u>BID TOTAL</u>	<u>BID SECURITY</u>	<u>REMARKS</u>
Design Electric, Inc. St. Cloud, MN 56302			
Zenergy LLC Sebeka, MN 56477	\$63,489.00	Bond	
Aevenia, Inc. Moorhead, MN 56560			

Engineer's Estimate: \$50,952.00



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 6

Meeting Date: June 10, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: June 16, 2014

- Approved Denied
 Amended Tabled
 Other

Originating Department: Willmar Police Dept

Agenda Item: Wal-Mart Foundation grant application for Shop with a Cop program

Recommended Action:

Recommend approval for the Willmar Police Department to apply with the Wal-Mart Foundation for a \$1,000 grant for the Shop with a Cop event.

Background/Summary: The Willmar Police Department has participated with the Willmar Wal-Mart for over 10 years in the Shop with a Cop program. For this program, officers volunteer their time to assist an underprivileged child in shopping for holiday gifts for the child's family. Gift cards for merchandise are provided through the grant.

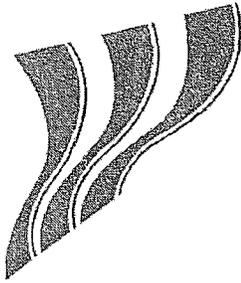
Alternatives: Discontinuing the program or seek alternate funding.

Financial Considerations: No matching grant requirements or other financial obligations. All Willmar PD time is volunteered.

Preparer: Cpt. Jim Felt

Signature:

Comments:



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 7

Meeting Date: June 10, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: June 16, 2014

- Approved Denied
 Amended Tabled
 Other

Originating Department: Willmar Police Dept

Agenda Item: Wal-Mart Foundation grant application for DARE program

Recommended Action:

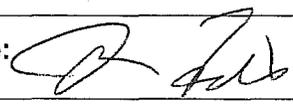
Recommend approval for the Willmar Police Department to apply with the Wal-Mart Foundation for a \$1,000 grant for the DARE program.

Background/Summary: The Willmar Police Department has been active in the DARE program since 1990, teaching 5th grade students in the Willmar Schools. The Wal-Mart Foundation has been a regular contributor for over 10 years to the DARE program. If approved, grant funds would be used for instructor training and development and curriculum materials for students.

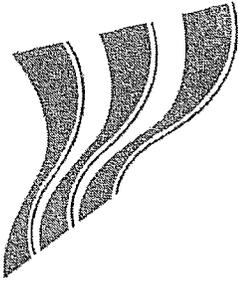
Alternatives: Current funding for the DARE program is a combination of the Wal-Mart Foundation grant, donation from the American Legion & drug fine money received by the court, which varies through fines collected. If not approved, alternate grants & donations may be needed for funding.

Financial Considerations: No matching grant requirements or other financial obligations

Preparer: Cpt. Jim Felt

Signature: 

Comments:



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 9

Meeting Date: June 10, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: June 16, 2014

Approved Denied
 Amended Tabled
 Other

Originating Department: Public Works

Agenda Item: Public Works Garage Roof Repair

Recommended Action: Approve the roof maintenance and repairs of the Public Works Garage

Background/Summary: Staff has requested repairs and maintenance be performed to the Public Works Garage to resolve leaking issues that have materialized in the last two years. Two quotes were received and West Central Roofing submitted the low quote of \$20,104.37 to replace the office area with a Duro-Last Roofing System, repairing other problem areas and adding in 18 downspout extensions.

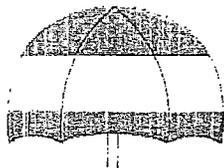
Alternatives: 1. Don't award contract to repair roof

Financial Considerations: The 2014 Capital Outlay Program has included \$30,000.00 for the roofing project at the Public Works Garage.

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

Signature:

Comments:



West Central Roofing

P.O. Box 1292 - 4030 Hwy 71 NE

Willmar, MN 56201

Lic. #: 20627812 • www.westcentralroofing.net

(320) 235-8748

(800) 675-8748

Fax (320) 214-7334

License# RR627812

CONTRACT# 2598

PROPOSAL SUBMITTED TO: City of Willmar P.O. Box 755 Willmar, MN 56201		CONTACT: Scott Ledeboer	DATE: 5/28/2014
		JOB NAME: Public Works Office, 2520 SqFt, Duro-Last	
		JOB LOCATION: P.O. Box 755, Willmar, MN	
HOME PHONE:	WORK PHONE: (320) 235-4202	ESTIMATOR: Todd Asche	FAX:

We hereby submit specifications and estimates for: *Option #1*

- (1) - Installation of 1 1/2" Isocyanurate Insulation, R8.5
- (2) - Duro-Last Roofing System, White, Tan or, Gray
- (3) - Secure all the edges and flash in
- (4) - Flash all penetrations
- (5) - Flash in curbs
- (6) - Boots at vents
- (7) - Flash Scuppers
- (8) - Remove 4'X4' curb
- (9) - Install new colored edge, North East and West sides
- (10) - Installation of new scuppers
- (11) - 20 year Labor and Materials Warranty by Manufacturer
- (12) - OWNER TO PROVIDE BUILDING PERMIT

All seams are heat welded (fused) together – not glued or taped

This is the Best Roofing System on the Market!!

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Sixteen Thousand Two Hundred Sixty Nine Dollars And Thirty Seven Cents dollars (\$16,269.37).

Payment to be made as follows: Down Payment of 1/3 is required before work will begin, balance due upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Replacement of damaged decking or insulation to be completed on a labor and materials basis. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature _____
Note: This proposal may be withdrawn by us if not accepted within 30 days.

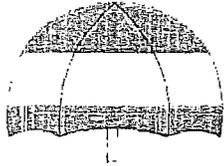
Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A 1 1/2% (18% APR) late fee will be charged on all unpaid balances over 30 days. In event of default by buyer, buyer agrees to pay all costs of collection including reasonable attorneys fees in addition to other damages incurred by seller.

Signature _____

Date of Acceptance: _____

Signature _____



West Central Roofing

P.O. Box 1292 - 4030 Hwy 71 NE
Willmar, MN 56201

Lic. #: 20627812 • www.westcentralroofing.net

(320) 235-8748

(800) 675-8748

Fax (320) 214-7334

License# RR627812

CONTRACT# 2600

PROPOSAL SUBMITTED TO: City of Willmar P.O. Box 755 Willmar, MN 56201		CONTACT: Scott Ledeboer	DATE: 5/29/2014
		JOB NAME: Various Repairs	
		JOB LOCATION: P.O. Box 755, Willmar, MN	
HOME PHONE:	WORK PHONE: (320) 235-4202	ESTIMATOR: Todd Asche	FAX:

We hereby submit specifications and estimates for:

- (1) - 18 - 8' downspout extension
- (2) - Miscellaneous patching as per discussion on 5/22/2014

NOTE: NO Warranties on Repair Work.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Three Thousand Eight Hundred Thirty Five Dollars And No Cents dollars (\$3,835.00).

Payment to be made as follows: Down Payment of 1/3 is required before work will begin, balance due upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Replacement of damaged decking or insulation to be completed on a labor and materials basis. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

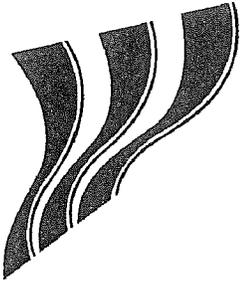
Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A 1 1/2% (18% APR) late fee will be charged on all unpaid balances over 30 days. In event of default by buyer, buyer agrees to pay all costs of collection including reasonable attorneys fees in addition to other damages incurred by seller.

Signature

Date of Acceptance: _____

Signature



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

Agenda Item Number: 13

Meeting Date: June 16, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: June 16, 2014

Approved Denied
 Amended Tabled
 Other

Originating Department: Community Education & Recreation

Agenda Item: Master Plan City of Willmar Parks

Recommended Action: Approve entering into an agreement with SRF Consulting Group, Inc. to create a Master Plan for our city parks.

Background/Summary: Staff reviewed 5 RFP's that were submitted for this process. We had a very good discussion on the Pros/Cons of each of these proposals. SRF is a Minnesota company with a wealth of experiences in park system planning/development and they have presented us with a plan that we believe will be a blueprint that drives park development/maintenance well into the future for the City of Willmar. To a person SRF rose to the top of everyone's list to provide the services that would best meet our needs related to park planning and the future of the City of Willmar's Park system.

Their plan has 5 key components.

1. Provide stakeholders and policy makers opportunities to participate in this planning process.
2. Anticipate the demand system wide and special-use facilities in light of our changing demographics and use demands.
3. Create a plan for Robbins Island that will allow that facility to host a wide variety of activities and events.
4. Establish a clear statement of priorities for our recreation, park and open space system developing a strategy for implementing and maintaining these initiatives.
5. Deliver an action-oriented plan that can sustain the recreation and park system by engaging policymakers in a discussion of priorities, values and fiscal tools.

Alternatives: Deny this proposal and revisit others that were submitted.

Financial Considerations: \$47,950 is the quote for this work. Resources to pay for this service would come from proposed capital projects dealing with park development/maintenance.

Preparer: Steve Brisendine

Signature:

Comments: Attached you will find this firms Project Understanding Statement, Timeline for this work and a grid of related experience that this firm has had that assisted us in making this decision.

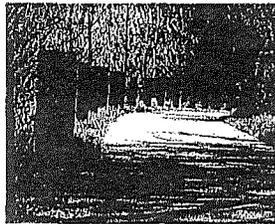
**2014 Parks Master Plan
Price Proposal Tabulation
City of Willmar**

Bidder	Total
SRF Consulting Group, Inc. * Minneapolis, MN	* \$47,950
Bolton & Menk, Inc. Willmar, MN	\$33,820
Damon Farber Associates/Engan Associates Minneapolis, MN/Willmar, MN	\$51,500
BPM Advisors, LLC Glendale, CA	\$63,000
Confluence Pros Consulting, LLC Minneapolis, MN	\$96,800 + 10%

*Staff recommendation

June 11, 2014

Project Understanding



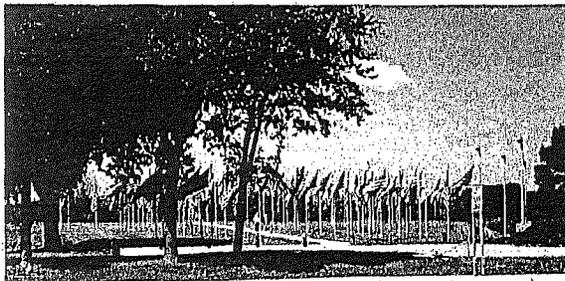
Building Upon Current Planning Efforts

The development of this park and recreation master plan should begin by reaffirming outcomes of recent planning studies that have laid the groundwork for initiatives to be explored for the planning the redevelopment of the City's park system. The Vision 2040 and Phase One City Parks Plans offer insight into many issues and opportunities to be addressed as part of this planning effort. The Trails and Pedestrian Plan should also be studied and integrated with this planning effort to ensure residents are conveniently connected to recreational opportunities and activities within the regional, community, and neighborhood parks system.

Looking at the Big Picture

The comprehensive inventory of amenities and facilities within the current parks system indicates there may be an overabundance or duplication of some amenities and activities provided within many parks. Exploring ideas for re-purposing some parks to accommodate more specialized uses like splash pads, off-leash dog areas, natural play areas, athletic fields and courts, performance venues, and natural resource areas, will help promote overall use of the City's park system. Establishing specialized-use parks that serve a larger neighborhood service district will also improve the quality of recreational experiences being provided by not offering the same amenities and activities at every park throughout the City.

- Table of Contents
- Project Understanding
- Master Plan Process and Schedule
- Project Approach
- Project Organization
- Resumes
- Related Experience & References
- Estimated Fees and Cost



Pictured Above: Flags Park (left) and Rau Park (right)

Engaging all Stakeholders

While considerable feedback has been gathered from the Parks Plan Committee and through public surveys for development of the Phase One City Parks Plan, additional public outreach (including open dialogue and discussion with stakeholders) is needed to gain a better understanding of more specific park programming and site initiatives to be explored. The following meeting formats are proposed during the master planning process.

SMALL GROUP INTERVIEWS

To help generate some initial background information, up to five small group stakeholder interviews are proposed (to be held during the day) to gain some broad perspective from the community. Targeted stakeholders include City and School District staff, youth athletic groups, seniors, Chamber of Commerce, and representation from the Hispanic and Latino communities.

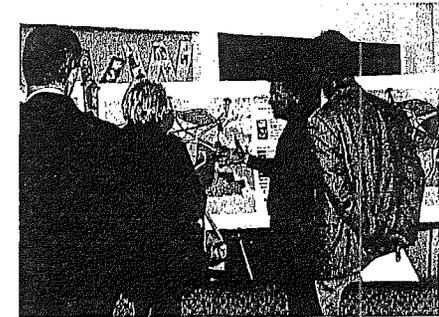
PUBLIC WORKSHOPS

Two public workshops are proposed to be held with the community during the idea exploration phase of the master plan with one workshop focused on Robbins Island and Swansson Field Regional Parks and the other on Rice, Northside, Lincoln, and Ramblewood Community Parks. Small group discussions will allow for thoughts and ideas to be exchanged and outcomes shared in a large group discussion.

COMMUNITY OPEN HOUSE

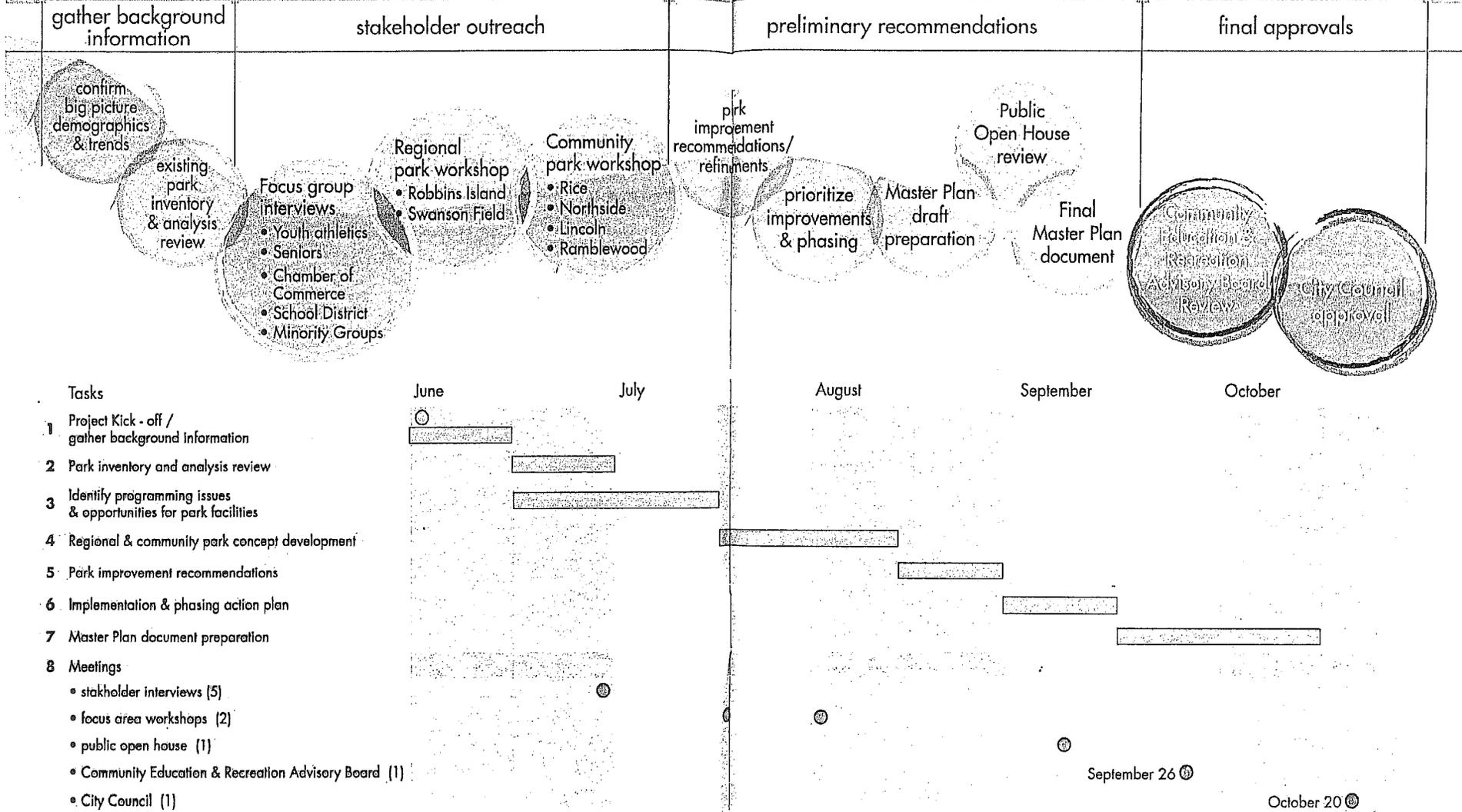
Outcomes from the two idea generation workshops will be refined into more specific recommendations for each park facility and shared at an open house meeting for additional comment and feedback by the general public. Final recommendations will be incorporated into the master plan document for final review by the Community Education and Recreation Advisory Board and approval by the City Council.

The following graphic highlights the incremental phases of effort to be completed for developing the master plan document and corresponding timeline for completing work tasks identified in the project approach. SRF is proposing to complete the master planning effort within a five-month time period.



Public outreach is needed to gain a better understanding of more specific park programming and site initiatives to be explored.

Parks & Recreation Master Plan Process



- Tasks**
- 1 Project Kick - off / gather background information
 - 2 Park inventory and analysis review
 - 3 Identify programming issues & opportunities for park facilities
 - 4 Regional & community park concept development
 - 5 Park improvement recommendations
 - 6 Implementation & phasing action plan
 - 7 Master Plan document preparation
 - 8 Meetings
 - stakeholder interviews (5)
 - focus area workshops (2)
 - public open house (1)
 - Community Education & Recreation Advisory Board (1)
 - City Council (1)

September 26 ①

October 20 ②

	Public Participation	Concept Planning	Construction Documents	Playground Facilities	Athletic Field/Court Facilities	Park Building Facilities	Trails & Parking Facilities
City of Bloomington							
• Smith Park		•		•			
• Olsen Elementary School		•		•			
• Dred Scott Playfields	•	•	•		•		
• Valley View Playfields	•	•	•		•		
• Kent Hrbek Playfield	•	•	•		•		
City of Blaine							
• Sanctuary Park		•	•	•		•	
• South Sanctuary Park		•	•	•		•	
• Colony Preserve Park		•	•	•		•	
• Lakeside Commons Park		•	•	•		•	•
• Town Square Park	•	•	•			•	•
• Aquatore Park			•		•		
City of Eden Prairie							
• Purgatory Creek Recreation Area	•	•	•			•	•
City of Minneapolis							
• Loring Greenway Playground	•	•	•	•			
• Clinton Field Park	•	•	•	•	•		
• Riverside Park	•	•	•	•	•		
• North Mississippi Regional Park		•				•	•
• Parade Stadium Athletic Field		•	•		•		•
• Washburn Fair Oaks Park	•	•					•
City of Moorhead							
• Horizon Shores Park	•	•	•	•	•	•	•
• MB Johnson Park	•	•	•	•	•	•	•
• Southside Regional Park	•	•	•	•	•	•	•
City of New Ulm							
• Hermann Heights Park	•	•				•	•
City of Otsego							
• Kittredge Crossings Park		•	•	•	•	•	•
• Beaudry Meadows Park			•	•	•	•	•
• Prairie Park Splash Pad							
• Zimmer Park		•	•	•	•	•	•
• Frankfurt Park		•					•
City of Plymouth							
• Lake Camelot Park		•	•	•			•
• Zachary Park	•	•	•		•	•	
• Plymouth Dog Park		•					
City of Oakdale							
• Discovery Nature Center	•	•					

	Public Participation	Concept Planning	Construction Documents	Playground Facilities	Athletic Field/Court Facilities	Park Building Facilities	Trails & Parking Facilities
City of Robbinsdale							
• Manor Park	•	•	•	•	•	•	•
• Spanjers Park	•	•	•		•		
• Lee Park		•					
City of Rosemount							
• Brockway Park		•	•	•	•		
• Veterans Memorial Walk		•	•				•
City of St. Louis Park							
• Louisiana Oaks Park	•	•	•	•	•	•	•
• Aquila Park			•		•		
• Fernhill Park	•	•	•		•	•	
• Northside Rotary Park	•	•	•	•	•	•	•
• Birchwood Park			•		•	•	
City of Saint Paul							
• Harriet Island Park	•	•	•	•		•	•
• East Side Heritage Park		•	•			•	•
City of Stillwater							
• Teddy Bear Park			•	•		•	
Dakota County							
• Thompson County Park	•	•		•		•	•
Three Rivers Park District							
• Silverwood	•	•	•			•	•
• The Landing		•				•	•
State of Minnesota							
• Capitol Area Daycare Playground Facility		•	•	•			
Washington County							
• Big Marine Park Reserve	•	•	•	•		•	•
• Lake Elmo Park Reserve			•			•	•
• St. Croix Bluffs Regional Park			•			•	
Scott County							
• Cedar Lake Farms	•	•		•		•	•
• Blakely Bluffs	•	•					•
• Doyle Kenneluk	•	•				•	•
City of West Saint Paul							
• Harmon Park	•	•	•	•	•	•	•
• Sports Complex	•	•	•	•	•		•
City of Scandia							
• Lilleskogen Nature Preserve		•	•				•
Legend							
• Neighborhood Parks							
• Community Park							
• Regional Parks							
• Special Use Parks							