WILLMAR CITY COUNCIL MEETING
MONDAY, FEBRUARY 1, 2021 AT 7:00 PM
BOARD ROOM, HEALTH AND HUMAN SERVICES BUILDING
2200 – 23RD STREET NE, WILLMAR, MINNESOTA
ALSO AVAILABLE BY ELECTRONIC MEANS (GOTO MEETING)

AGENDA

1. Call Meeting to Order

2. Roll Call

3. Pledge of Allegiance

4. Proposed Additions or Deletions to Agenda

5. Consent Items
   Approve:
   A. City Council Minutes of January 19, 2021
   B. Willmar Municipal Utilities Commission Minutes of January 25, 2021
   C. Appointments to the Boards/Commissions
      - Municipal Utilities Commission – Kerry Johnson
      - Planning Commission – Justice Walker
      - Park and Recreation Board – Alissa Norsten

   Accept:
   D. Community Transit Operations Board Minutes of 9-22-20
   E. Willmar Area Convention and Visitors Bureau Minutes of 12-15-20
   F. Human Rights Commission Minutes of 12-15-20
   G. Main Street Board Minutes of 1-19-21

6. Approve Consent Agenda Items

7. Items Removed from Consent Agenda

8. Hearing: 7:01 p.m. 2018 Small Cities Development Program
   (Public call in number is 320-335-7135 and the area code must be dialed)

9. State of the City Address: Mayor Calvin

10. Public Works/Safety Report of January 20, 2021
    Action Item:
    A. Resolution Setting Meeting Date and Time for Public Works/Safety Committee
    B. Resolution Accepting Project No. 2003-B (Civic Center Drive Overlay)
    C. Resolution Accepting Miller Park Improvements
    D. Resolution Authorizing Entering in Agreement with Bullet Proof Mechanical for Boiler Replacement at Wastewater Treatment Facility
    E. Resolution Approving Purchase of Truck-Mount Jetter through State Contract

11. Finance Committee Minutes of January 21, 2021
    Action Item:
    A. Resolution to Set Meeting Date and Time for Finance Committee
    B. Resolution to Acknowledge 3rd and 4th Quarter Donations of 2020
    C. Resolution Amending Deferred Assessments Parcel 95-921-5430
    D. Consideration of Work Session Date to Identify City Hall/Community Center Financing

12. Community Development Committee Minutes of January 25, 2021
    Action Item:
    A. Resolution Setting Meeting Date and Time for Community Development Committee
    B. Resolution Authorizing "Small Enterprise Agreement" for new Ersi License Software
    C. Resolution Authorizing Agreement with Pro-West and Associates for ArcGIS Hub Site

13. Labor Relations Committee Minutes of January 26, 2021
    Action Item:
    A. Consideration of Baker Tilly for City Administrator Search

14. Adopt Emergency Ordinance Temporarily Exempting Temporary Signs from the Sign Ordinance

15. Resolution to Apply for and Accept FEMA "Assistance to Firefighters" Grant

16. Resolution to Change/Update Previous Assignments of Council Members to Boards/Commissions

17. "Proud Of" Announcements"

18. Adjourn

CITY OF WILLMAR

MISSION STATEMENT

The City of Willmar is committed to providing responsible municipal service in an open, effective and efficient manner to all citizens of the local and area community. The ultimate goal is to preserve and enhance the quality of life for future generations.

COMMUNITY VALUES

Fiscal Responsibility

Excellence in the Delivery of Service

Quality Service

Ethics and Integrity

Visionary Leadership and Planning

Open and Honest Communication

Professionalism

RESOLUTION NO. 17-90

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA SUPPORTING THE CONSENSUS OF THE JULY 22, 2017 STRATEGY WORK SESSION

Motion By: Plowman Second By: Mueske

WHEREAS, the City Council of the City of Willmar on July 22, 2017 held a Council Strategical Retreat to prioritize and reach a consensus with respect to views on capital projects.

WHEREAS, multiple projects were discussed under three categories defined as Facilities, Stormwater Management and Parks to provide additional guidance regarding execution of those projects.

WHEREAS, the following summary of capital priorities was reached:

Facilities:

1. City Hall (high consideration given to consolidation of multiple facilities)
2. Civic Center (ice plant is urgent/consider consultant for master plan) · COMPLETED
3. Community Center/Auditorium tied (both guided by community input, tuckpointing of Auditorium immediate concern)
4. Aquatic Center (pool bottom repair immediate concern) COMPLETED

Stormwater Management:

1. Western Interceptor (design 2017, construction 2018) COMPLETED
2. Menards (design and land purchase 2018, construction 2019)
3. Kennedy School Area (not likely in the next five years)
4. Analyze annually and adjust plans COMPLETED · ONGOING

Parks:

1. Robbins Island ($250,000 match to receive $606,000 Legacy Grant) COMPLETED
2. Neighborhood Parks and Playgrounds (replace play units) PARTIALLY COMPLETED IN PROGRESS
3. Rice Park/Miller Park (complete Rice to plan, reconstruct tennis courts at Miller) COMPLETED
4. Swansson Park (improved lighting for Baker Field) COMPLETED

NOW, THEREFORE, BE IT RESOLVED by the City Council of Willmar that the priorities developed at the July 22, 2017 Council Work Session be supported and developed into next year and future City budgets.

Dated this 7th day of August, 2017

Mayor

Attest:

Judy Thompson
City Clerk

WILLMAR CITY COUNCIL PROCEEDINGS
BY ELECTRONIC MEANS (GOTO MEETING)

January 19, 2021
7:00 p.m.

The regular meeting of the Willmar City Council was called to order by the Honorable Mayor Marv Calvin. Members present on a roll call were Mayor Marv Calvin, Council Members Rick Fagerlie, Julie Asmus, Michael O'Brien, Thomas Butterfield, Justin Ask, Vicki Davis, Andrew Plowman, and Audrey Nelsen. Present 9, Absent 0.

Also present were City Administrator Brian Gramentz, Police Chief Jim Felt, Public Works Director Sean Christensen, Finance Director Steve Okins, Human Resource Director Samantha Beckman, City Clerk Judy Thompson, and City Attorney Robert Scott.

Additions to the agenda were: Council Member Butterfield asked that an update on whether the Mayor and City Administrator should have voting rights on Invest in Willmar Board be added to the agenda.

Council Member Fagerlie moved to approve the agenda, as amended. Council Member Asmus seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

City Clerk Judy Thompson reviewed the consent agenda.

A. City Council Minutes of January 11, 2021
B. Willmar Municipal Utilities Commission Minutes of January 11, 2021
C. Reappointment of Abdirahin Hussein to Park and Recreation Board
~~D. Invest in Willmar Board Minutes of December 9, 2020~~
E. Appointments to the Boards/Commissions
   Municipal Utilities Commission – Kerry Johnson
   Planning Commission – Justice Walker
   Park and Recreation Board – Alissa Norsten

Council Member Plowman offered a motion to approve the Consent Agenda. Council Member Asmus asked that Item D. be removed for discussion. Council Member Davis seconded the motion to approve the consent agenda, with the removal of Item D., which carried, on a roll call vote of Ayes 8, Noes 0.

Council Member Asmus stated in reviewing the committee/liaison appointments, she noted some Council members were on more committees than others, and wondered if some changes might be needed. It was brought to her attention that this was not a part of the minutes under Item D. Mayor Calvin asked that this discussion be listed as an agenda item for the next Council meeting.

Following discussion, Council Member Asmus offered a motion to approve Item D. Council Member Nelsen seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

At 7:11 p.m. Mayor Calvin opened the public hearing for the 2021 Street and Other Improvements. Public Works Director Christensen gave a brief overview of the 2021 Improvements.

The following individuals addressed the Mayor and Council during the public hearing regarding the proposed improvements on 2nd Street Southeast: Dawn Fisch – 709 2nd Street Southeast; and Mark Muldrow – 723 2nd Street Southeast, Willmar, addressed the Mayor and Council seeking informational items, and thanked the City for including their street in the proposed projects for 2021.

Linda Mathiason – 3313 Eagle Ridge Drive East, Willmar, also addressed the Mayor and Council regarding the proposed improvements along Eagle Ridge Drive East offering her support for the project, and thanked the City for including her street in the proposed projects for 2021.

There being no one to speak for or against said improvements, Mayor Calvin closed the public hearing at 7:36 p.m. and opened it up for discussion by the Council.

Following discussion, Council Member Plowman introduced **Resolution No. 2021-009 Ordering the 2021 Street and Other Improvements and Directing Staff to Prepare Final Plans and Specifications.** Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Resolution No. 2021-010 Approving Final Plans and Specifications and Authorizing Publication of the Advertisement for Bids for the 2021 Improvement Projects was introduced by Council Member Plowman. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Bakertilly representative Doug Green informed the Council that competitive bids were received earlier today for the sale of General Obligation Sales Tax Bonds, Series 2021A. Mr. Green noted that the original amount requested was for $5,000,000 but the amount was reduced to $4,495,000 due to premium paid by bond buyers.

Following discussion, Council Member Fagerlie offered a motion to approve the sale of General Obligation Sales Tax Bonds of $4,495,000 to the apparent low bidder of Robert W. Baird & Co., Incorporated at an interest rate of one percent (1%), and introduced **Resolution No. 2021-011 Awarding the Issuance and Sale of $4,495,000 General Obligation Sales Tax Revenue Bonds, Series 2021A Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for Their Payment.** Council Member Nelsen seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Human Resource Director Samantha Beckman presented a request to set the Labor Relations Committee meeting date and time. Following discussion, Council Member Davis offered a motion to set the Labor Relations Committee meeting date for the second and fourth Tuesdays of each month, with the meetings starting at 5:45 p.m., and introduced **Resolution No. 2021-012 Establishing Meeting Date and Time for Labor Relations Committee.** Council Member Butterfield seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Rachel Skretvedt, member of the Robbins Island Invest in Willmar subcommittee, requested Council's approval to amend an agreement with Bolton and Menk for Robbins Island Improvements to include the construction of park shelters and lighting improvements and authorize the Engineer to prepare plans.

Following discussion, Council Member Asmus offered a motion to approve the subcommittee's request, and introduced **Resolution No. 2021-013 Approving the Amendment of the Agreement with Bolton and Menk for the Robbins Island Improvements to Include Construction of Park Shelters and Lighting Improvements.** Council Member Davis seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Kandiyohi County Housing and Redevelopment Authority Director Jill Bengtson informed the Council that the City had been awarded $1,205,177 in 2018 Small Cities Development Program (SCDP) funds for downtown commercial rehab, northside owner-occupied rehab, and Hanson Apartments rehab, and a condition of the funding is to receive public input on the status of the activities funded. Ms. Bengtson was requesting Council set a public hearing for February 1, 2021.

Following discussion, Council Member Fagerlie offered a motion to set a public hearing to receive information and public comment on the 2018 Small Cities Development Program for 7:01 p.m. on February 1, 2021. Council Member Nelsen seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Ms. Bengtson also informed the Council because the City has been awarded these dollars through a Federal HUD Community Development Block Grant through the Minnesota Department of Employment and Economic Development (DEED) 2019 SCDP, there are a number of policies the City is required to adopt to comply with regulations governing this funding.

Resolution No. 2021-014 Adopting Fair Housing Plan was introduced by Council Member Nelsen. Council Member Asmus seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Resolution No. 2021-015 Adopting Displacement Minimization Plan and Residential Anti-displacement and Relocation Assistance Plan was introduced by Council Member Asmus. Council Member Fagerlie seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Resolution No. 2021-016 Adopting a Section 3 Plan was introduced by Council Member Nelsen. Council Member Ask seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Resolution No. 2021-017 Prohibition of Excessive Force Policy was introduced by Council Member Asmus. Council Member Nelsen seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Resolution No. 2021-018 Adopting Program Income and Local Income Generated Policy for 2019 SDCP Funds was introduced by Council Member Nelsen. Council Member Asmus seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Resolution No. 2021-019 Approving Certification for a Drug-Free Workplace was introduced by Council Member Nelsen. Council Member Fagerlie seconded the motion which carried, on a roll call vote of Ayes 8, Noes 0.

Council Member Butterfield asked that the Council consider authorizing the Mayor and City Administrator voting rights on the Invest in Willmar Board.

Following a lengthy discussion, Council Member Butterfield offered a motion to authorize the Mayor and City Administrator voting rights on the Invest in Willmar Board. Council Member O'Brien seconded the motion.

Following further discussion, Council Member Plowman offered a friendly amendment to only authorize the Mayor voting rights on the Invest in Willmar Board. The motion then carried, on a roll call vote of Ayes 8, Noes 0.

Mayor Calvin informed the Council he had received a request from Council Member O'Brien to add to future agendas the item of "Good things happening in our community", whereby Council members could inform the public of said items. Mayor Calvin asked that this item be placed on the next Council agenda.

The upcoming Committee meetings will be as follows: Public Works/Safety Committee – Wednesday, January 20th at 5:15 p.m.; Finance Committee – Thursday, January 21st at 5:00 p.m.; Community Development Committee – Monday, January 25th at 5:15 p.m.; and Labor Relations Committee – Tuesday, January 26th at 5:45 p.m.

Council Member Fagerlie offered a motion to adjourn the meeting with Council Member O'Brien seconding the motion which carried. The meeting adjourned at 9:18 p.m.

_____
MAYOR

Attest:

_____
SECRETARY TO THE COUNCIL

RESOLUTION NO. 2021-009

A RESOLUTION ORDERING THE 2021 STREET AND OTHER IMPROVEMENTS AND DIRECTING STAFF TO PREPARE FINAL PLANS AND SPECIFICATIONS.

Motion By: Plowman Second By: Asmus

WHEREAS, after due Notice of Public Hearing on the construction of street and other improvements for the City of Willmar, Minnesota, hearing on said improvements was duly held and the Council heard all persons desiring to be heard on the matter and fully considered the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, as follows:

1. It is advisable, expedient, and necessary that said improvements as described in the Notice of Hearing thereon be constructed and the same are hereby ordered made.

2. The improvements described in said Notice of Hearing are hereby designated and shall be known as 2021 Street and Other Improvements.

3. The City's Engineer is hereby directed to prepare final plans and specifications for said improvements.

4. The City Council shall let the contract for all or part of the work for said improvements or order all or part of the work done by day labor or otherwise as authorized by Minnesota Statutes, Section 429.041, Subdivision 2, within one year of the date of this resolution ordering said improvements.

Dated this 19th day of January, 2021

s/s Mary Calvin
Mayor

Attest:

s/s Judy Thompson
City Clerk

RESOLUTION NO. 2021-010

A RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND AUTHORIZING PUBLICATION OF THE ADVERTISEMENT FOR BIDS FOR THE 2021 IMPROVEMENT PROJECTS.

Motion By: Plowman Second By: Ask

WHEREAS the City Engineer of the City of Willmar has presented to the City Council plans and specifications for Project Nos. 2101-A, 2101-B, 2103-A, and 2103-B for the City of Willmar;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar that:

Final plans and specifications are hereby approved, and publication of the advertisement for bids is herewith authorized. Multiple bid packages will be publicly opened and read with the first opening scheduled for 1:00 p.m. on the 10th day of March, 2021.

Dated this 19th day of January, 2021

s/s Marv Calvin
Mayor

Attest:

s/s Judy Thompson
City Clerk

RESOLUTION NO. 2021-011

A RESOLUTION AWARDING THE ISSUANCE AND SALE OF $4,495,000 GENERAL OBLIGATION SALES TAX REVENUE BONDS, SERIES 2021A FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

Motion By: Fagerlie Second By: Nelsen

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

Section 1. Findings, Determinations; Sale of Bonds.

1.01 It is hereby determined that:

(a) pursuant to Minnesota Statutes, Chapter 475 (the "Bond Act") Minnesota Laws 2019, First Special Session, Chapter 6, Article 6, Section 32 (the "Special Law" and together with Chapter 475, the "Act"), and pursuant to a referendum question duly approved by the electorate of the City on November 6, 2018, the City has been authorized to impose certain sales and use taxes (collectively, the "Sales Taxes") and to issue its general obligation bonds for various purposes, as specified in the Special Law; and

(b) the Council and the City have complied with Minnesota Statutes, Section 645.021, Subdivision 3, in approving the Special Law;

(c) it is necessary and expedient to the sound financial management of the affairs of the City to issue General Obligation Sales Tax Revenue Bonds, Series 2021A (the "Bonds"), in an aggregate principal amount of $4,495,000, to provide financing, including without limitation, for a portion of various improvements to Robbins Island Regional Park and Swansson Field Regional Park in the City as more specifically described in the Special Law (the "Project"); and

(d) the City is authorized by Minnesota Statutes, Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and the City's municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award to the Purchaser and Interest Rates. The proposal of Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Purchaser") to purchase the Bonds of the City described in the Official Terms of Proposal thereof is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of $4,900,244.26 (the par amount of $4,495,000, plus a premium of $442,580.85, less underwriter's discount of $37,336.59) , for Bonds bearing interest as follows:

Year	Interest Rate	Year	Interest Rate
2022	4.00%	2028	4.000%
2023	4.00	2029	4.000
2024	4.00	2030	1.000
2025	4.00	2031	1.125
2026	4.00	2032	1.250
2027	4.00	2033	1.250

1.03. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created, or deposited in the Construction Fund hereinafter created, as determined by the City Finance Director upon consultation with the City's municipal advisor. The Mayor and City Clerk are authorized to execute a contract with the Purchaser on behalf of the City, if requested by the Purchaser.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, in the total principal amount of $4,495,000, originally dated as of the date of delivery, in fully registered form and issued in denominations of $5,000 each or any integral multiple thereof, numbered No. R-1 and upward, bearing interest as above set forth, and maturing on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2022	$310,000	2028	$385,000
2023	315,000	2029	400,000
2024	325,000	2030	415,000
2025	340,000	2031	420,000
2026	360,000	2032	425,000
2027	370,000	2033	430,000

1.05. Optional Redemption. The City may elect on February 1, 2029, and on any day thereafter to prepay Bonds due on or after February 1, 2030. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2022, to the

registered owners thereof of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred, or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is at any time registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees, and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen, or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost, the Registrar will deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen, or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance, and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it will not be necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) 30 days prior to the date of redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank National Association, St. Paul, Minnesota as the initial Registrar. The Mayor and the City Clerk are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication, and Delivery. The Bonds will be prepared under the direction of the City Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Clerk, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on a Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Clerk will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser will not be obligated to see to the application of the purchase price.

2.06. Form of Bond. The Bonds will be printed or typewritten in substantially the form set forth in **Exhibit B** attached hereto.

2.07. Approving Legal Opinion. The City Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and to cause the opinion to be printed or accompany each Bond.

Section 3. Payment; Security; Funds; Pledges and Covenants.

3.01. Debt Service Fund. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the General Obligation Sales Tax Revenue Bonds, Series 2021A Debt Service Fund (the "Debt Service Fund"). The Debt Service Fund shall be administered and maintained by the City Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Debt Service Fund will be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. There will be deposited in the Debt Service Fund from time to time sufficient amounts of revenues generated by the Sales Tax to pay principal of

and interest on the Bonds when due, and the City Finance Director must report any current or anticipated deficiency in the Debt Service Fund to the City Council. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the revenues generated by the Sales Tax and other taxes when collected. There is appropriated to the Debt Service Fund (i) any amount over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03; (ii) the accrued interest paid by the Purchaser upon closing and delivery of the Bonds, if any; (iii) all investment earnings on amounts in the Debt Service Fund; and (iv) any other funds appropriated for the payment of principal or interest on the Bonds.

3.02. Construction Fund. The proceeds of the Bonds, less the appropriations made in Section 3.01, together with any other funds appropriated for the Project, will be deposited in a separate fund of the City (the "Construction Fund"), hereby created. Amounts in the Construction Fund will be disbursed to (i) pay costs of the Project and costs of issuance of the Bonds; and (ii) finance capitalized interest on the Bonds during or after construction of the Project. Any balance remaining in the Construction Fund after completion of the Project may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council and in accordance with the Special Law. Thereafter, the Construction Fund is to be closed and any balance remaining therein is to be deposited in the Debt Service Fund.

3.03. Debt Service Coverage. Pursuant to Subdivision 1 of the Special Law, the City has imposed the Sales Tax. The revenues received from the Sales Tax are hereby pledged to the payment of the principal of and interest on the Bonds. It is determined that the estimated revenues of the Sales Tax authorized by the Special Law for the payment of principal and interest on the Bonds will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds and that no tax levy is needed at this time.

3.04 General Obligation. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are irrevocably pledged. If the Sales Tax appropriated and pledged to the payment of principal and interest on the Bonds, together with other funds irrevocably appropriated to the Debt Service Account herein established, shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as it becomes due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds payable therefrom, the deficiency shall be promptly paid out of any other accounts of the City which are available for such purpose, and such other funds may be reimbursed without interest from the Debt Service Account when a sufficient balance is available therein

3.05. Registration of Resolution. The City Clerk is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer of Kandiyohi County, Minnesota, and to obtain the certificate required by Section 475.63 of the Act.

Section 4. Authentication of Transcript.

4.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits, and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

4.02. Certification as to Official Statement. The Mayor, City Clerk and Finance Director of the City are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official

Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

4.03. Other Certificates. The Mayor, City Finance Director and City Clerk are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor and the City Clerk shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Clerk shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

4.04 Electronic Signatures. The electronic signature of the Mayor, City Finance Director and/or the City Clerk to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 5. Tax Covenants.

5.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments and limitations on amounts invested at a yield greater than the yield on the Bonds.

5.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bond under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

5.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

5.04 No Designation of Qualified Tax-Exempt Obligations. The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

5.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 6. Book-Entry System; Limited Obligation of City.

6.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.03 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as

provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

6.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar, and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption; or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar, and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Finance Director of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Clerk will promptly deliver a copy of the same to the Registrar and Paying Agent.

6.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

6.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

6.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 7. Continuing Disclosure.

7.01. Execution of Continuing Disclosure Certificate. For purposes of this Section 7, "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

7.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 8. Defeasance. When the Bonds and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge the Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Passed and adopted this 19th day of January, 2021.

s/s Mary Calvin
Mayor

Attest:

s/s Judy Thompson
City Clerk

RESOLUTION NO. 2021-012

ESTABLISH MEETING DATE AND TIME FOR LABOR RELATIONS COMMITTEE

Motion By: Davis Second By: Butterfield

WHEREAS, the Willmar City Council adopted Resolution 19-034 on February 19, 2019 reinstating City Council subcommittees and establishing the meeting dates and time; and

WHEREAS, the current members of the Labor Relations Committee have decided to change their meeting date.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Willmar, Minnesota, that the regular meeting dates and time for the Labor Relations Committee are the second and fourth Tuesdays of each month starting at 5:45 p.m.

Dated this 19th day of January, 2021.

s/s Mary Calvin
MAYOR

Attest:

s/s Judy Thompson
CITY CLERK

RESOLUTION NO. 2021-013

RESOLUTION APPROVING THE AMENDMENT OF THE AGREEMENT WITH BOLTON AND MENK FOR THE ROBBINS ISLAND IMPROVEMENTS TO INCLUDE CONSTRUCTION OF PARK SHELTERS AND LIGHTING IMPROVEMENTS AND TO ADVERTISE FOR BIDS FOR THE PROJECT.

Motion By: Asmus Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar to approve the amendment of the agreement with Bolton and Menk for the Robbins Island improvements to include the construction of park shelters and lighting improvements.

Dated this 19th day of January, 2021

s/s Mary Calvin
MAYOR

Attest:

s/s Judy Thompson
CITY CLERK

RESOLUTION NO. 2021-014

ADOPTING FAIR HOUSING PLAN

Motion By: Nelsen Second By: Asmus

WHEREAS, the City of Willmar is participating in the 2019 Minnesota Small Cities Development Program and through this participation, residential rehabilitation and streetscape improvements will occur; and

WHEREAS, the Minnesota Department of Employment and Economic Development requires communities participating in the Small Cities Development Program to undertake efforts to promote fair housing.

NOW, THEREFORE BE IT RESOLVED that the City acting through the Kandiyohi County Housing and Redevelopment Authority hereby agrees to abide by and promote all Fair Housing Regulations pertaining to the Small Cities Development Program during the years the grant is open and to report on activities undertaken to further Fair Housing;

BE IT FURTHER RESOLVED that the City of Willmar, Minnesota, hereby adopts the Fair Housing Plan attached hereto this 19th day of January, 2021.

s/s Mary Calvin
MAYOR

ATTEST:

s/s Judy Thompson
CITY CLERK

City of Willmar Fair Housing Plan
2019 Small Cities Development Program

The City of Willmar, Minnesota (hereinafter referred to as City) and the Kandiyohi County Housing and Redevelopment Authority (hereinafter referred to as HRA), acting on behalf of the City of Willmar, understand their obligations to further fair housing practices under the Housing and Community Development Act and other legislation and implementing regulations. Fair Housing is generally thought of as a condition in which individuals of similar levels in the same housing market area have a like range of housing choices available to them, regardless of race, color, national origin, religion, sex, familial status or disability.

The City and/or HRA will undertake the following steps to further fair housing:

- The City and HRA will place fair housing posters at the City Offices located at 333 6th Street SW, Willmar, Minnesota, and at the HRA Offices located at 2200 23rd Street NE, Suite 2090, Willmar, Minnesota and at gathering places within the City where the public may congregate and which provide a bulletin board for postings. The City and HRA will also maintain such postings throughout the year.

- The City and HRA will have the HUD "Fair Housing It's Your Right" brochure available at the City Offices and at the HRA Offices.

- Present Fair Housing information at a future council meeting.

- The HRA will continue to incorporate the fair housing logo on HRA letterhead, rehabilitation application/outreach forms and other documents.

RESOLUTION NO. 2021-015

ADOPTING DISPLACEMENT MINIMIZATION PLAN AND RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

Motion By: Asmus Second By: Fagerlie

WHEREAS, the City of Willmar is participating in the Minnesota Department of Employment and Economic Development's 2019 Small Cities Development Program and through this participation, rental rehabilitation will occur; and

WHEREAS, the consequence of the proposed activities is potential for displacement; and

WHEREAS, the purpose of the Displacement Minimization Plan and the Residential Anti-displacement Plan is to describe the steps the City shall take to mitigate the adverse effects of displacement on low- and moderate-income persons;

NOW, THEREFORE BE IT RESOLVED that the City of Willmar, Minnesota, hereby adopts the Displacement Minimization Plan and the Residential Anti-displacement and Relocation Assistance Plan as attached hereto this 19th day of January, 2021.

s/s Mary Calvin
MAYOR

ATTEST:

s/s Judy Thompson
CITY CLERK

City of Willmar Residential Anti-displacement and Relocation Assistance Plan

2019 Small Cities Development Program

The City of Willmar is participating in the Minnesota Small Cities Development Program. The Rental Rehabilitation Activities proposed in the project description are not expected to cause displacement; however, the City has adopted this plan should displacement occur. The purpose of this plan is to mitigate the adverse effects of displacement on commercial tenants and low and moderate income persons.

The City's plan is described as follows:

Minimize Displacement/Temporary Displacement – Temporary displacement occurs when people move out of their dwelling, business or property for a short period of time due to activities of the Small Cities Development Program. Temporary displacement most frequently occurs with housing and commercial rehabilitation projects. Actions that may be taken to minimize displacement include:

1. Rehabilitation activities will be performed in a manner which will minimize residential tenants inconvenience.

2. Utility shut-offs, if necessary, will be planned for times most convenient to residents.

3. Licensed lead contractors shall counsel occupants if any improvements involve lead paint surfaces (window replacement, for example) and are responsible to conduct the work according to lead-safe work practices. If it is determined that it is in the best interests of the occupants to temporarily vacate the premises, the occupants will be counseled with regard to vacating the unit temporarily (e.g. by staying with friends or family).

4. Providing information and referral on community services to individuals who must temporarily leave their homes or businesses.

5. Informing landlords to pay tenant out of pocket expenses for the period of time in which a unit is not habitable.

6. Stage rehabilitation of assisted housing to allow tenants to remain during and after rehabilitation, working with empty buildings or groups of empty units first so they can be rehabilitated first.

7. Establish temporary relocation facilities, if necessary, in order to house families whose displacement will be of short duration.

8. The property owner will be responsible for providing storage space for their belongings during the rehabilitation work, if necessary.

Relocation Assistance/Permanent Displacement: Any person permanently and involuntary displaced will be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The term displaced person means any person (family, individual, business, non-profit organization, or farm) that moves from real property or moves personal property as a direct result of rehabilitation, demolition, or acquisition for a Small Cities Development Program project. Actions to be taken include:

1. Informing tenants that they may be entitled to relocation payments and other assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

2. Informing tenants that they may be entitled to additional payments above the URA payment in compliance with requirements of section 104(d) of the Housing and Community Development Act of 1974, as amended. If rehabilitation activities raise the market rent (including utility costs) above the applicable fair market rent established by HUD's Section 8 existing housing program (or the local payment standard for the Section 8 program), then the unit must be replaced and low or moderate income tenants are entitled to additional payments in compliance with section 104(d).

3. Relocation assistance will be provided for lower-income tenants who, in connection with an activity assisted under the Community Development Block Grant, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

4. The City of Willmar will replace all occupied and vacant lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the Community Development Block Grant in accordance with 24 CFR 42.375. Before entering into a contract committing the City of Willmar to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City of Willmar will make public by public notice in the West Central Tribune and submit to HUD and the Minnesota Department of Employment and Economic Development the following information in writing:

A. A description of the proposed assisted project;

B. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;

C. A time schedule for the commencement and completion of the demolition or conversion.

RESOLUTION NO. 2021-016

ADOPTING A SECTION 3 PLAN

Motion By: Nelsen Second By: Ask

WHEREAS, The City of Willmar is a recipient of the HUD Community Development Block Grant Program (2019 Small Cities Development Program); and

WHEREAS, the Department of Housing and Urban Development requires its grantees to have a plan in place to direct employment and other opportunities created by the financial assistance received by the City towards low and very low income persons with incomes less than 80% of area median income particularly those who are recipients of government assistance for housing;

NOW, THEREFORE BE IT RESOLVED that the City of Willmar, Minnesota, hereby adopts the Section 3 Plan for the City as attached hereto on this 19th day of January, 2021.

s/s Mary Calvin

MAYOR

ATTEST:

s/s Judy Thompson

CITY CLERK

City of Willmar Section 3 Plan

2019 Small Cities Development Program

The City of Willmar, Minnesota, in conjunction with the Small Cities Development Program, has the following plan to direct employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing.

Section 3 is a HUD requirement that is intended to ensure that when employment or contracting opportunities are available on HUD funded projects, preference is given to low- and very low-income persons or businesses. Being a Section 3 Business is not required, however, preference is given to those businesses.

The City of Willmar will attempt to recruit low-income residents through at least one of the following: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the City of Willmar in which the Section 3 covered program or project is located, or participate in the one of the HUD program or other program which promotes the training or employment of Section 3 residents, or will participate in a HUD program or other program which promotes the award of contracts to businesses which meet the definition of Section 3.

The City of Willmar will require all contractors to complete and submit the Section 3 Business Certification Form prior to awarding contracts. The City of Willmar will keep a list of Section 3 businesses. While being a

Section 3 business is not required for the program, the City of Willmar will give preference to qualified, competitive Section 3 businesses.

Section 3 Business Certification Form

Section 3 is a HUD requirement that is intended to ensure that when employment or contracting opportunities are available on HUD funded projects, preference is given to persons or businesses earning less than 80% of area median income (AMI) as provided by local administrator. Being a Section 3 Business is NOT required, however preference is given to those businesses.

Name of Business _____Owner(s) of Business _____
Type of Business _____Address of Business _____
City _____ County _____ State ___ Zip Code _____Telephone _____

Please answer the following questions:

1. Is your business owned by a person(s) with an annual income below 80% of area median income(AMI)? (local administrators should attach income chart) Note: If there is more than one owner, at least 51% ownership must be by a person(s) below that income level.
   □ Yes Go to Question 2.
   □ No Go to Question 3.
2. What is the 80% AMI or less income owners(s) name(s)? _____. Skip questions 4&5, provide signature, and answer additional required questions.
3. Are 30% of full-time employees earning below 80% area median income?
   □ Yes Skip Question 4 and provide signature and answer additional required questions.
   □ No Go to Question 4.
4. Can you provide documented evidence that if your business does sub-contracting, that more than 25% of the dollar value of all contracts will go to those businesses that are at or below 80% of the area median income?
   □ Yes Sign and date this form and answer additional required questions.
   □ No Sign and date form.

If you answered no to all these questions, you are not a Section 3 Business. You do not have to be a Section 3 Business in order to work on HUD projects.

Business Owner Signature _____ Date _____

<u>If you certify that you are a Section 3 Business, complete the following questions</u>

1. Number of New Hires _____
2. Percentage of New Hires with income below 80% of area median income _____
3. Percentage of New Hire hours completed by persons earning income below 80% of area median income _____
4. Percentage of total staff hours completed by Section 3 Employees and Trainees _____
5. Number of Section 3 Trainees _____
6. In any, what trades do the Section 3 new hires/employees work? Examples: Professionals, technicians, office/clerical, construction. If construction, please indicate specific trade(s)._____

It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

RESOLUTION NO. 2021-017

PROHIBITION OF EXCESSIVE FORCE POLICY

Motion By: Asmus Second By: Nelsen

WHEREAS, Section 906 of the National Affordable Housing Act of 1990 amended Title I of the Housing and Community Development Act of 1974 by adding a new certification entitled *Protection of Individuals Engaging in Non-Violent Civil Rights Demonstrations* and;

WHEREAS, the language imposed by the 1990 Appropriations Act was retained and additional language was added requiring units of government receiving Community Development Block Grant funds (also known as the Small Cities Development Program in Greater Minnesota) to adopt and implement a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within jurisdictions;

NOW, THEREFORE BE IT RESOLVED that the City of Willmar, Minnesota, prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in nonviolent civil rights demonstrations;

BE IT FURTHER RESOLVED that the City of Willmar, Minnesota will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction.

Adopted this 19th day of January, 2021.

s/s Mary Calvin
MAYOR

ATTEST:

s/s Judy Thompson
CITY CLERK

RESOLUTION NO. 2021-018

ADOPTING PROGRAM INCOME AND LOCAL INCOME GENERATED POLICY FOR 2019 SCDP FUNDS

Motion By: Nelsen Second By: Asmus

WHEREAS, the City of Willmar is participating in the Minnesota Department of Employment and Economic Development's 2019 Small Cities Development Program for rental rehabilitation and streetscape activities;

WHEREAS, recipients of the Small Cities Development Program (SCDP) are required to adopt a Program Income and Local Income Generated Policy which explains the definition and administration of future Program Income and Local Income generated from the Small Cities Development Program,

NOW, THEREFORE BE IT RESOLVED that the City of Willmar establishes the attached Program Income and Local Income Generated Policy for 2019 SCDP Funds as a condition of receiving federal Community Development Block Grant funds through the 2019 Small Cities Development Program this 19th day of January, 2021.

s/s Mary Calvin
MAYOR

ATTEST:

s/s Judy Thompson
CITY CLERK

City of Willmar Program Income and Local Income Generated Policy

2019 Small Cities Development Program

Definitions:
Program Income is defined as income of $35,000 or more generated by SCDP and federal Minnesota Investment Fund (MIF) funded activities in a federal fiscal year (October 1-September 30).

Local Income is defined as income less than $35,000 generated in a fiscal year.

Both Program Income and Local Income generated have restricted reuse and must be reused in a manner consistent with what was stated in the funding application, grant agreement, and the City's required Program Income and Local Income Generated Policy. Program Income and Local Income can be generated in the following ways:

- loan repayments (with interest, if applicable),
- proceeds from the sale of property purchased with SCDP funds,
- interest earned on the Program Income itself, and/or
- fines assessed on SCDP funded contracts.

Establishing & Managing Revolving Funds: A revolving fund is a separate fund with an independent set of accounts used only to track Program Income and Local Income generated funds. The HRA will separately account for Program Income and Local Income generated from SCDP grants awarded in different years. The revolving funds cannot be capitalized directly with grant funds.

Reuse of Program Income and Local Income Generated: Revolving funds will be used for activities eligible under the Small Cities Development Program. All Program Income reuse must follow SCDP program requirements (federal objective, environmental, labor standards, etc.). Local Income reuse does not have to follow SCDP program requirements (federal objective, environmental, labor standards, etc). Program income and local income generated from previous grants will be used prior to awarded grant funds. Program Income and Local Income generated will be listed as leverage on future SCDP applications and is expected to be

drawn prior to drawing awarded funds. Future SCDP Preliminary Proposal or Full Application preparation is not an eligible use of program income.

Reporting: On behalf of the City of Willmar, the Kandiyohi County HRA will complete online Post-Closeout Program Income Reporting annually (by October 15). The purpose of this is to report Program Income received, expended, and the ending balance. If the City of Willmar has multiple activities and/or past grants generating funds, they should be combined for reporting purposes. The City does *not* have to combine funds generated through SCDP grants and Minnesota Investment Fund (MIF) revolving loan fund grant repayments and interest.

These annual reports are required as long as there is a balance of Program Income or there are outstanding loans/liens payable to the HRA (from the original grant or Program Income). If Program Income funds are revolving, Program Income reporting requirements will continue. However, if income received in any year is less than $35,000, then those collected funds are no longer Program Income and do not need to be reported (but still have the restrictions for reuse). The HRA will complete the annual on-line reporting even if no funds were collected or expended.

If the HRA collects $0-$34,999 in a reporting year, the HRA should report $0 for on-line Post Closeout Program Income Reporting. These funds are not Program Income; they are local funds generated (and still have reuse restrictions).

If Program Income is expended, the **Post-Closeout Program Income Expenditure Report** will be completed by the HRA and sent to DEED (by October 15). This report is to collect specifics of the eligible activities the Program Income was expended on. This report will include similar information to what is included on annual reports (demographics, income levels, leveraged funds, etc). The Post-Closeout Expenditure Report does NOT need to be completed if funds were expended on an open SCDP grant. Those accomplishments will be reported on that grant's Annual/Final Report.

DEED may request information and review files for Program Income and Local Income generated to insure its reuse complies with the grantee's application, funding agreement, and Program Income and Local Income Generated Policy.

RESOLUTION NO. 2021-019

APPROVING CERTIFICATION FOR A DRUG-FREE WORKPLACE

Motion By: Nelsen Second By: Fagerlie

WHEREAS, the City of Willmar is participating in the Minnesota Department of Employment and Economic Development's 2019 Small Cities Development Program and through this participation, residential rehabilitation and streetscape improvements will occur; and

WHEREAS, a condition of receiving federal funding from the Minnesota Department of Employment and Economic Development requires communities participating in the Small Cities Development Program to undertake efforts to provide a Drug-Free Workplace; and

WHEREAS, the City agrees to provide a Drug-Free Workplace;

NOW, THEREFORE BE IT RESOLVED that the City of Willmar, Minnesota, hereby approves the Certification for a Drug-Free Workplace attached hereto this 19th day of January, 2021.

s/s Marv Calvin
MAYOR

ATTEST:

s/s Judy Thompson
CITY CLERK

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name
City of Willmar

Program/Activity Receiving Federal Grant Funding

HUD Community Development Block Grant Funds - MN DEED Small Cities Development Program

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

1. Multi-family Rental Rehab at 300 7th Street NW, Willmar, MN 56201

2. Streetscape improvements in the target area bounded by Pacific Avenue on the north, First Street to the east, Trott Avenue to the south and Seventh Street to the west and includes property on both sides of all boundary streets.

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Marv Calvin	Mayor
Signature	**Date**
X	1/19/2021

WILLMAR MUNICIPAL UTILITIES COMMISSION
MEETING MINUTES OF JANUARY 25, 2021

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, January 25, 2021 at 11:45 a.m. in the WMU Auditorium with the following Commissioners present: Justin Mattern, Carol Laumer, Abdirizak Mahboub, Nathan Weber, Bruce DeBlieck, Ross Magnuson and Cole Erickson.

Others present at the meeting were: General Manager John Harren, Compliance/HR Manager Janell Johnson, Facilities & Maintenance Supervisor Kevin Marti, IS Coordinator Mike Sangren, Administrative Secretary Beth Mattheisen, Energy Safety Outreach Coordinator Chris Radel, and City Attorney Robert Scott.

Commissioner Mattern (President) opened the meeting by asking for a moment of silence for all to remember Todd Graves (WMU Line Dept. Supervisor) who unexpectedly passed away recently. He will forever be remembered for this cheerful and positive attitude throughout his years of service and dedication. Blessed be the memories of our dear friend, Todd Graves.

Commissioner Mattern continued by asking if any revisions were needed to the agenda presented. There being none, a resolution was requested to approve the Consent Agenda. Following review and discussion, Commissioner Laumer offered a resolution to approve the Consent Agenda as presented. Commissioner DeBlieck seconded.

RESOLUTION NO. 3

"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 January 11, 2021 Commission meeting;
- Minutes from the January 11, 2021 Work Session; and,
- Bills represented by vouchers No. 20210038 to No. 20210114 and associated wire transfers inclusive in the amount of $1,923,472.28.

Dated this 25th day of January, 2021.

_____
President

Attest:

_____
Secretary

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

At this time, Commissioner Mattern informed the Commission that the next order of business was to conduct the Election of Officers for 2021. For the office of President, Commissioner Laumer nominated Commissioner Mattern to serve as Commission President for 2021. Commissioner Magnuson seconded the motion. There being no further nominations to come before the Commission, the nominations were closed, and the motion to elect Commissioner Mattern to serve as MUC President for 2021 was approved by a vote of seven ayes and zero nays.

For the office of Vice President, Commissioner Magnuson nominated Commissioner Weber to serve as Commission Vice President for 2021. Commissioner Mattern seconded the motion. There being no further nominations to come before the Commission, the nominations were closed, and the motion to elect Commissioner Weber to serve as MUC Vice President for 2021 was approved by a vote of seven ayes and zero nays.

For the office of Secretary, Commissioner Laumer nominated Commissioner Mahboub to serve as Commission Secretary for 2021. Commissioner Mattern seconded the motion. There being no further nominations to come before the Commission, the nominations were closed, and the motion to elect Commissioner Mahboub to serve as MUC Secretary for 2021 was approved by a vote of seven ayes and zero nays.

For the office of Treasurer, Commissioner Mahboub nominated Commissioner Magnuson to serve as Commission Treasurer for 2021. Commissioner Weber seconded the motion. There being no further nominations to come before the Commission, the nominations were closed, and the motion to elect Commissioner Magnuson to serve as MUC Treasurer for 2021 was approved by a vote of seven ayes and zero nays.

Facilities & Maintenance Supervisor Marti presented the Commission with additional data received from Wenck & Associates regarding the Power Plant Environmental Studies & Hazardous Material Survey recently completed. The original data had been reviewed with the WMU Planning Committee on Dec. 7th with a condensed presentation given to the full Commission on Dec. 14th. Immediately following the Dec. 14th MUC meeting, a Work Session was conducted between the Commission/Staff and representatives of Wenck to thoroughly review the findings. Subsequently, a joint Work Session between WMU/City of Willmar/Wenck has been scheduled for February 3rd to address future options of the Power Plant site. Marti presented the Commission with the updated information including timeline and cost data regarding the facility site.

General Manager Harren informed the Commission that a meeting of the WMU Planning Committee has been scheduled for Thursday, Jan. 28th @ 12:00 pm (WMU Auditorium). Topics of discuss will include: Operations Policies (annual review), Power Plant Substation Control Bldg., MRES Capacity Agreement, District Heat Pipe Agreement with the City of Willmar, and DNR Water Supply Plan approval. A meeting of the WMU Labor Committee would be forthcoming with agenda items to include: pay equity, clothing policy (union), market adjustments, and employee survey (trending).

In appreciation for her years of service and dedication, Commissioner Mattern presented outgoing Commissioner Laumer with a souvenir from the WMU Power Plant (coal sample). It was further noted that the new MUC appointments both for Commissioner and City Council Liaison are scheduled to be officially approved at the City Council's February 1st meeting.

In closing, General Manager Harren provided a brief biography and words of comfort for our dearly departed, Todd Graves.

For information: Upcoming meetings/events to note include:

- 2021 MMUA Legislative Conference (virtual event): Feb. 10th (9:00 am-12:00 pm).
  - Note: Registration deadline: February 2nd
- 2021 APPA Legislative Rally (virtual event): March 1 & 2

There being no further business to come before the Commission, Commissioner Mattern offered a motion to adjourn. Commissioner Mahboub seconded the motion which carried by a vote of seven ayes and zero nays, and the meeting was adjourned at 12:40 pm.

Respectfully Submitted,

WILLMAR MUNICPAL UTILITIES

_____

Beth Mattheisen
Administrative Secretary

ATTEST:

_____

Abdirizak Mahboub, Secretary

WILLMAR MUNICIPAL UTILITIES COMMISSION
WORK SESSION MINUTES
JANUARY 11, 2021 @ 1:07 PM (via Zoom)

The Municipal Utilities Commission met in a scheduled Work Session on Monday, January 11, 2021, at 12:45 p.m. in the Municipal Utilities Auditorium with the following Commissioners present: Justin Mattern, Carol Laumer, Abdirizak Mahboub, Nathan Weber, Bruce DeBlieck, Ross Magnuson, and Cole Erickson.

Others present at the meeting were: General Manager John Harren, Compliance/HR Manager Janell Johnson, and Administrative Secretary Beth Mattheisen.

Commissioner Mattern opened the session by introducing discussion on the recently conducted 2020 MUC Self-Evaluation Survey. This survey originated in 2017 with the intent to assist in understanding roles & responsibilities, provide orientation for new members, address board conflicts, clarify member expectations, identify priorities, strengths & weaknesses, and determine areas for improvement in board performance. Each Commissioner provided their input by completing the "living" document which consists of 36 questions covering 6 specific categories. These categories are: Commission Activity; Mission & Purpose; Governance & Partnership Alignment; Commission Organization; Commission Meetings; and, Commission Membership.

Commissioner Mattern continued by reviewing step-by-step the 2020 MUC Self-Evaluation Survey which included comparisons from both the 2017 and 2018 surveys. (In 2018, it was the consensus of the Commission to conduct the survey on a 2-yr. rotation basis.)

Points to note include:

1) Continue to keep communications open to remain well-informed; Commissioners are encouraged to contact General Manager as questions arise ("open-door policy").
2) When possible, in-person meetings are favorable vs. teleconferencing (increases participation).
3) Request for additional Open Meeting Law clarifications (annually contained within the City Attorney's "*Commissioner 101*" training).
4) Consider having a veteran Commissioner assist in the training process for new MUC.
5) Expand awareness regarding Strategic Planning (present more of a long-term outlook).
6) Implemented new "checks & balances" policies which have strengthened accountability;
7) Consider having individual MUC attend post-MUC mtgs. with Staff (discuss at next LC mtg.).
8) Attendance in industry training/events such as MMUA, APPA, MRES, etc. are highly beneficial and encouraged for all Commissioners. Excellent resources to expand knowledge in our industry.
9) Define GM succession plan (discuss at LC mtg.).
10) Preserve historic items when feasible & practical (note: Historical Society is currently working with Staff regarding the Power Plant.)

The results of the survey reflect highly of the Commission, their engagement in the Utility, and the solid understanding of the Commission's role and purpose.

In conclusion, General Manager Harren extended this appreciation to the Commission for their time and efforts involved in participating in the 2020 MUC Self-Evaluation and for their input and feedback throughout the process.

There being no further business to come before the Commission, Commissioner Mattern offered a motion to adjourn. Commissioner Mahboub seconded the motion which carried by a vote of seven ayes and zero nays, and the MUC Work Session was adjourned at 2:13 p.m.

Respectfully Submitted,

WILLMAR MUNICPAL UTILITIES

_____
Beth Mattheisen
Administrative Secretary

ATTEST:

_____
Abdirizak Mahboub, Secretary

Application for Appointment to

City Board/Committee/Commission

Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. *(If more than one, please number in order of choice.)*

____ Airport Commission (meets monthly)

____ Cable Advisory Board (meets as needed)

____ Charter Commission (meets as needed)

____ Park and Recreation Board

____ City/County Economic Development Operations Board (meets monthly)

____ City of Willmar HRA

____ Human Rights Commission (meets as needed)

X Municipal Utilities Commission (meets bi-monthly)

____ Pioneerland Library System Board (meets monthly)

____ Planning Commission (meets bi-monthly)

____ Police Civil Service Commission (meets first Monday in February each year and on as-needed basis thereafter)

____ Rice Memorial Hospital (meets bi-monthly)

____ Willmar Convention and Visitors Bureau

____ Zoning Appeals Board (meets monthly)

____ Ad hoc Task Forces (will be posted and will meet on an as-needed basis)

Applicant Information

Name: Kerry Johnson Date of Application: 2-27-2020

Address: 104 32nd Ave NE - Willmar Phone No. 894-7445

(Certain Boards and Commissions may require that you are a resident of the City of Willmar)

Email: Kjohnson@unitedprairiebank.com

What prompted you to make application for a citizen committee? I believe I have strong leadership, visionary and business skills to help the positive upward direction of Willmar's future.

Briefly tell us why you want to serve on this Board/Committee/Commission:

Desire to give back to the community of Willmar & keep Willmar a progressive & affordable place to live & raise a family.

List any special background or experience you have which would be helpful to this Board/Committee/Commission:

- Ability to hear both sides of an issue respectfully + find common-ground to move forward.
- Served on 3 boards that had multi-million dollar budgets

List your educational background: AA Ridgewater Community College - College School of Credit Minnesota Bankers Association

List any social, fraternal, patriotic, governmental, or service organizations, which you have or currently are serving on:

HRA of Kandiyohi City of Willmar • Spicer EDA • EDC of Kandiyohi + City of Willmar • Spicer Commercial Club • Willmar Lakes Chamber

If you are employed, please provide the name and address of your employer and your position:

Market President - United Prairie Bank
425 Access Drive, Spicer MN 56288

Please return completed application to:

Mayor's Office
333 SW 6th Street
Willmar, MN 56201

Or fax completed forms to: (320) 235-4917

Application for Appointment to

City Board/Committee/Commission

Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. *(If more than one, please number in order of choice.)*

_____ Airport Commission (meets monthly)

_____ Cable Advisory Board (meets as needed)

_____ Charter Commission (meets as needed)

_____ Park and Recreation Board

_____ City/County Economic Development Operations Board (meets monthly)

_____ City of Willmar HRA

_____ Human Rights Commission (meets as needed)

_____ Municipal Utilities Commission (meets bi-monthly)

_____ Pioneerland Library System Board (meets monthly)

✓ Planning Commission (meets bi-monthly)

_____ Police Civil Service Commission (meets first Monday in February each year and on as-needed basis thereafter)

_____ Rice Memorial Hospital (meets bi-monthly)

_____ Willmar Convention and Visitors Bureau

_____ Zoning Appeals Board (meets monthly)

_____ Ad hoc Task Forces (will be posted and will meet on an as-needed basis)

Applicant Information

Name: Justice Walker Date of Application: 10/1/2020

Address: 411 15th St SE Phone No. 615-785-0061

(Certain Boards and Commissions may require that you are a resident of the City of Willmar)

Email: jbwahid202@gmail.com

What prompted you to make application for a citizen committee? I'm invested in the Built Environment of my community, so I would like to help make it better.

Briefly tell us why you want to serve on this Board/Committee/Commission:

Helping guide growth & decide on some planning issues in town could enhance the Built Environment and improve the general quality of life for the town & myself.

List any special background or experience you have which would be helpful to this Board/Committee/Commission:

I am a planner by study + profession. I am currently working w/ staff on Comp Plan in my current role as a Community Planner at the MMDC. + other experience as a planner.

List your educational background: BS in Environmental Studies + Sustainability from Northern Arizona University. Masters in City + Regional Planning from Clemson University.

List any social, fraternal, patriotic, governmental, or service organizations, which you have or currently are serving on:

N/A

If you are employed, please provide the name and address of your employer and your position:

Mid-Minnesota Development Commission; 1700 Technology Dr Suite 300
Community Planner

Please return completed application to:

Mayor's Office
333 SW 6th Street
Willmar, MN 56201

Or fax completed forms to: (320) 235-4917

Application for Appointment to

City Board/Committee/Commission

Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. *(If more than one, please number in order of choice.)*

- ____ Airport Commission (meets monthly)
- ____ Cable Advisory Board (meets as needed)
- ____ Charter Commission (meets as needed)
- ✓ Park and Recreation Board
- ____ City/County Economic Development Operations Board (meets monthly)
- ____ City of Willmar HRA
- ____ Human Rights Commission (meets as needed)
- ____ Municipal Utilities Commission (meets bi-monthly)
- ____ Pioneerland Library System Board (meets monthly)
- ____ Planning Commission (meets bi-monthly)
- ____ Police Civil Service Commission (meets first Monday in February each year and on as-needed basis thereafter)
- ____ Rice Memorial Hospital (meets bi-monthly)
- ____ Willmar Convention and Visitors Bureau
- ____ Zoning Appeals Board (meets monthly)
- ____ Ad hoc Task Forces (will be posted and will meet on an as-needed basis)

Applicant Information

Name: Alissa Norsten Date of Application: 10/23/20

Address: 1504 Hansen Dr. SW - Willmar Phone No. 295-3886

(Certain Boards and Commissions may require that you are a resident of the City of Willmar)

Email: alissanorsten@yahoo.com

What prompted you to make application for a citizen committee? It was brought to my attention there may be a need for more people

Briefly tell us why you want to serve on this Board/Committee/Commission:

I am a member of the community & would like to share my thoughts, etc.

List any special background or experience you have which would be helpful to this Board/Committee/Commission:

I have school aged children, we are are involved in community activities - love to share my thoughts & opinions as well as problem solve

List your educational background: WPS HS graduated - Some college

List any social, fraternal, patriotic, governmental, or service organizations, which you have or currently are serving on:

I am on the negotiation committee representing the Secretarial group at Willmar Schools

If you are employed, please provide the name and address of your employer and your position:

Willmar Public Schools
Secretary @ Lakeland Elementary

Please return completed application to: Mayor's Office
333 SW 6th Street
Willmar, MN 56201

Or fax completed forms to: (320) 235-4917

Approved 1/26/2021

MINUTES
Central Community Transit
Operations Board

Tuesday, September 22, 2020
10:00 a.m.
Zoom Video Conference – Willmar Office

Members via Video/Phone:	Amanda Becker, Jill Bruns, Chad Christianson, Pam Meinert, Judy Thompson, Marc Vaillancourt, Jan Wrase
Members Absent:	Paul Bukovich, Jill Pelzel, Michelle Prahl
Staff via Video/Phone:	Tiffany Collins, Transit Director; Donna Anderson, Assistant Transit Director; Doug Sweeter, Operations Coordinator; Patti Flannigan, Office Coordinator
Guest(s):	None

Introductions

The meeting was called to order. Tiffany announced a new board member; Jodi Findley with Meeker County Public Health will be taking the place of Catherine Birr to serve on the CCT Operations Board and System Resource Committee. Appointment of Application will be brought to the October 9th Joint Powers Board meeting for formal review.

Approval of Agenda

No additions or changes to the agenda. **Chad Christianson made a motion to approve the agenda. Judy Thompson seconded the motion, which carried.**

Approval of Minutes

Chad Christianson made a motion to approve the minutes from April 28, 2020. Pam Meinert seconded the motion, which carried.

Director's Update

Financials – Tiffany reviewed August Financials. Revenues are beginning to be taken in with the resuming of fares effective September 1, 2020. During Fare Free; April 13th – August 31st

some contract revenue was collected at a low rate. MnDOT Operation Grants have been received for 1st and 2nd quarter. The first installment of the Federal grant of $324,558 has been received and the full 2nd quarter of Federal CARES coming as expected. CARES Act funding is paid at 100% less local share revenue until the end of February 2021, at that time regular contract funding will resume. Reviewed Checking, Savings, Savings Direct and MPT Reserve account balances. Expenditures for Personnel are lower with driver and support staff reduced work hours and less overtime with certain staff. July had 3 pay periods, therefore reflecting higher and August remained steady. Administration costs for COVID expenses continue to be coded as .3 for tracking to reflect the breakdown. Vehicle Charges for fuel are lower with less travel due to the slow down. Operations Charges include 1340.3 for PPE, disinfectants and cleaning supplies. Insurance Charges for liability insurance have been paid for 2020. The 2020 replacement vehicles can be ordered on December 18, 2020. This has been delayed due to COVID for testing of the new chassis. The $546,000 capital contracts will not be spent until 2021 with the delay in contracts. General Transportation was able to continue to provide services during COVID. Title III changed from a contract to a grant system to provide phone calls for telephone reassurance to contact individuals for connections to local service needs. Blue Ride has made great changes reflecting timely payments. LogistiCare provided services during the transformation to the now newly direct billings to Blue Ride. Program cost allocations continue including staff assistance. A reflection of services is seen in (1333) *Senior Volunteer* and in contracts (2024.15-2024.55) with the fluctuation in expenses paid out for miles traveled. Elderly/Disabled 5310 transportation; no program operation. The 5310 bus continues to be utilized as a backup bus.

Ridership update for Willmar was given by Doug Sweeter; Sunday Service hasn't resumed operation, Evening Service continues with reduced hours, Saturday Service is running with one bus in place of two and no 5310 group rides services taking place. Ridership is slowly coming back. Agencies are up to a 4 hour work shift for consumers and NuVision is looking to start services on 9/28/20. Food deliveries for Meals on Wheels continue with assistance from office staff. Donna Anderson reported that in Meeker county, transportation is limited for Preschool and ProWorks with social distancing requirements. The closing of Kandi Works resulted in half of those consumers now receiving services in Litchfield. The challenge remains to find enough drivers to fill the needs. Mileage on the buses are of concern, however with the social distancing requirements the miles are back up. Tiffany explained that services are coming back and things are very different. CCT is not accustomed in being inefficient with not being able to fill the buses. In addition, the 3-4 hour agency consumer work shifts reflect into a slot of downtime with our drivers. This is more specifically seen in Olivia, but in the other offices as well. Staff are working hard to accommodate on what we can and can't do with all of the needed timeframes. Agencies have been accommodating with all of the necessary adjustments in addition to flexible staff and communities to make things work.

Committee Updates

Chad Christianson requested the committee updates be reviewed by the board members on their own. Tiffany has shared and updated both committees with information and updates as they have become available.

Systems Resource Committee Updates – June 2, 2020, July 7, 2020, August 4, 2020 and September 1, 2020.

Administration Committee Updates – May 13, 2020, June 10, 2020, July 8, 2020, August 12, 2020 and September 9, 2020.

Tiffany gave an update regarding Emergency Transportation Solicitation that was discussed at the last Admin meeting. A solicitation became available for COVID Emergency Transportation for transportation of those with COVID and/or COVID symptoms. Further clarification was given that applying transit systems and RTCC systems would become the coordinator to operate STS services across the state. CCT decided not to apply and transit agencies in our region didn't feel they were equipped with adequate staff to be available to assist. Program dates are October - December 30, 2020.

COVID-19 Staffing and Operations Updates - Recommendation

Pandemic Paid Leave (PPL) allowed for up to 10 hours per week for employees with reduced work hours upon completion of training hours. A few employees went on unemployment as the PPL didn't supplement enough and/or they remain fearful to return to work. All staff have been called back to work with additional drivers needed. Dispatch staff remain at 6-7 hour work shifts as calls are not consistent yet at this time. Situations are occurring with COVID related symptoms and exposure situations with CCT employees. CCT COVID-19 Preparedness Plan is being followed and COVID-19 Employee Exposure and Illness Decision Maker Checklist and Documentation Form is utilized as a decision making tool. Discussion was had regarding any awareness of CDC guideline changes to the quarantine period from 14 days to 10 days, no language has been found, therefore no recommendation of change will be requested.

Bike Rack Project

The grant funds have been utilized with installation of two bike racks onto the buses and have been used a few times. The City of Willmar Bike Project will develop a video in the spring with plans to include the CCT bus bike racks. Promotion, education and signage will take place again in the spring.

Fare Collection Project - Update and Questions

A request was received to extend the RFP deadline for an additional two weeks due to project questions. An extension of one week was granted. In October CCT, UCAP and Prairie Five Rides will review the RFP submissions, determine and award a vendor. It is hopeful for a vendor within our budget. The total contract grant of $300,000 is anticipated for $150,000 to be utilized in 2020 and $150,000 in 2021 with local share split between the three agencies for an estimated cost of $20,000 each. UCAP has incurred all expenses and will be reimbursed by the other two agencies.

Volunteer Driver Program - Update

Volunteer drivers are back driving with additional drivers needed as some trips aren't able to be completed with the shortage. The drivers continue to be provided with masks, wipes and gloves.

RTCC - Update

Regional Transportation Coordination Council covers a four county region that includes: Kandiyohi, Renville, Meeker and McLeod. A new staff member, Kate Selseth has been hired as the Transportation Coordinator. Work continues to assist passengers who don't fit the given available transportation options to develop or help transits with those gaps.

Operations Board Terms - Discussion

Tiffany reached out to some members via email to discuss terms. Representation is needed for Consumer: Disabilities, Seniors and Employees in addition to Education Providers and City of Litchfield. Operations Board members Marc Vaillancourt and Jill Bruns suggested their representation could be placed into another category if new members are found.

Other Updates

Marc Vaillancourt reminded members to keep a healthy respect for COVID; wear a mask and follow proper guidelines.

Meeting Set Up/Dates

Operations Board: November 24, 2020 - 10:00 a.m. - Tentative

Committee Meetings:
System Resource Committee: October 6, 2020 - 1:00 p.m.
Administration Committee: October 14, 2020 - 8:00 a.m.

Central Community Transit Joint Powers Board Meeting:
October 9, 2020 - 9:00 a.m.

Adjourn Meeting

Judy Thompson made a motion to adjourn the meeting. Chad Christianson seconded the motion, which carried.

The meeting adjourned at 11:07 a.m.

Submitted by,
Patti Flannigan
Office Coordinator

Approved 12/15/2020

Willmar Lakes Area CVB Board Meeting
Zoom Meeting
Tuesday, November 17, 2020 @ 12:00 Noon

Members Present: Dave Baker, Rob Baumgarn, Dave Henle, John Dahl, RJ Linder, Judy Thompson, Sue Steinert, Ken Warner, Sabrina Lere, Audrey Nelsen, Janet Demuth, Doug Kuehnast, David Feist and Corky Berg

Members Excused: Denny Baker

Staff Present: Beth Fischer and Tanya Rosenau

I. **Call to Order:** Steinert called the meeting to order at 12:02pm.
   a. **Additions or corrections to the agenda:** There were no additions or corrections to the agenda.

II. **Approve Minutes from the October 20, 2020 Meeting:** It was MSC (m/Thompson; s/Dahl) to approve the minutes from the October 20 2020 meeting.

III. **Financial Report:** Fischer presented the financial report and reviewed the lodging tax revenues report. Lodging tax is down 39% YTD. It was MSC (m/Baker, s/Henle) to approve the financial report as it was presented.
   a. **CARES Funding Update:** Fischer shared the updated information regarding the CARES Act Funding. The CVB received $58,000.00 in funding in total. Included in this amount was some funding that is designated to help support the Spicer Commercial Club and Celebrate the Light of the World. This funding can be used for marketing and not items such as rent, payroll, etc. As of November 17, 2020, we have spent about $42,909 and have approximately $15,000 left. The final date to use the funding is December 1st and all paperwork is due Dec. 7th.

IV. **Committee Reports/Updates:**
   a. **Sports:** Baumgarn shared that at last night's City Council meeting, the Council decided to put a pause on activities at City Buildings. The details and timeline have been given to the City Administrator and staff to implement. Civic Center users have been asked to pause their activities for the next 24 hours to allow staff to decide the timeline of closures. They intend to make a decision on Wednesday. The Governor is also expected to make an announcement that we anticipate will pause activities for several weeks.
   b. **Leisure:** No new business to report.
   c. **Meetings & Conventions:** Fischer shared that the committee has decided to postpone meeting until things get better. In addition, several meetings publications have decided to postpone printing some issues.
   d. **Visitor Guide:** Steinert said they've been working with Lakeside Press to update the advertising form. When it is ready it will be sent out. Current advertisers will receive a free ad in the 2021 publication. A form is also being created for potential new advertisers. It includes a 50% off discount. The first two sport shows have been cancelled. The CVB has paid $10,000 to Lakeside Press for the production of the 2021 Visitor Guide with CARES funding. Fischer shared inquiries for visitor information continue to remain above last year. Last month, we sent out 1173 guides compared to 1052 last year.

V. **Affiliated Partnership Updates/Reports (if applicable):**
   a. **Spicer Commercial Club:** Fischer shared that they have not met since the last Board Meeting.
   b. **New London:** Dahl shared that there was no new business to report.

VI. **Executive Director Report:** Fischer shared that the Hockey Tournaments in November and December and the Figure Skating Competition in January are likely not taking place on their original scheduled dates. The Turkey

Leg 5K is still scheduled as well as Celebrate the Light of the World. The First District Association Annual Meeting is scheduled for December 12th. She continues to work with Mile Partnership on our Google DMO Program. The initial audit phase is complete and the activation is well underway. There was a Google My Business Fundamentals Webinar that was offered to our business partners. Fischer contracted ad space with Lakeland Broadcasting to promote Celebrate the Light, with Outdoor Network to promote snowmobiling on Snowtracks.com and with Greenspring Media on a print, digital and social campaign. She is working with Midwest Living and Orange142 on finalizing some additional advertising options. October top pages on our website include: events, fishing reports, Top 10 Blog, Things to Do, Green Lake, Eat & Drink, Places to Stay, Spicer, Sibley State Park, Willmar and the Take-Out Restaurant page. Tribute for the Troops has booked their event for September 2021, MN 7th Congressional District GOP booked for March 2021, the Lutheran Women's Missionary League South District Convention will be held June 2022 and the MN Pheasants Forever Convention has been awarded for January 2024. The Lions Convention has cancelled their January 2021 convention. A complete copy of the Executive Director's Report is available upon request from the CVB office.

VII. Other Business:

a. **2021 Election of Officers:** Steinert shared the slate of 2021 Officers for the CVB Board of Directors. They are CVB Board Chair – Feist, Vice Chair – Steinert, Lere and Thompson. Demuth will be going off of the Executive Committee. It was MSC (M/Baker; s/ Thompson to approve the Officers as presented.

[Berg joined meeting]

b. **Word Around the Community:**

i. **Baker:** He continues to focus on supporting the Hospitality Industry and feels the next three months are critical.

ii. **Lere:** The Oaks was originally planning to do the Thanksgiving Buffet. They have cancelled the buffet and will be doing a curbside option.

iii. **Dahl:** New London has two new council members and a new Mayor. They are forming a committee to see if they can raise the remaining money needed to build a City Hall/Library or possibly renovate an existing building. Fundraising will start in January 2021. They still need $250,000 or more.

iv. **Linder:** Shared he appreciates everybody's efforts and to let him know if there is anything Lakeland Broadcasting can do to support or help the business community.

v. **Warner:** The Chamber is experiencing significant drops with over 60 to date and another 16 that were approved by their Executive Committee this morning. They have also made the decision to cancel Leadership Perspectives this year.

vi. **Berg:** The County Board approved the last round of CARES funding. If there is any money left, they hope to support the local Restaurants and Bars. The County has also decided to phase in more restrictions for staff, encouraging them to work from home when possible, and appointments at County buildings. At this time, there are no plans to shut down County Buildings.

vii. **Demuth:** The County Inn & Suites is still doing open swim. She is sad to hear hockey is cancelling.

viii. **Feist:** They have been struggling with staffing recently due to the increase in Covid-19 cases.

ix. **Thompson:** She shared she has proposed a 3-month liquor license reimbursement for 18 on-sale liquor establishment to the City Council.

x. **Nelsen:** Nelsen said they were able to use the CARES money for the liquor license reimbursements. Last night's Council meeting was difficult, but was necessary with the Governor's new orders and Kandiyohi County Public Health's request. City Offices will be open for appointments. They plan to bond for local option sales tax projects.

c. **Other:** Baker asked about snowmobile marketing. Fischer said she has campaigns planned with MN Snowmobiling, Iowa Snowmobiling and Outdoor Network. Berg shared the importance of being tested, wearing masks and social distancing.
d. **Next Meeting:** The next meeting of the CVB Board of Directors is scheduled for December 15, 2020.

II. **Adjournment:** Steinert adjourned the meeting at 1:15pm.

Respectfully Submitted by,

Tanya Rosenau, Administrative Assistant
Willmar Lakes Area Convention & Visitors Bureau

City of Willmar

CONVENTION & VISITORS BUREAU

Balance Sheet as of November 30, 2020

(As of 12/02/20)

Assets	
Cash	$ 27,844.77
Bremer Wealth Money Market	94.66
Petty Cash	50.00
Investments	259,158.36
Taxes Receivable	-
Accounts Receivable	-
Due From Governor's Fishing Opener	-
Prepaid Expenses	1,343.86
Prepaid Expenses - GFO Marketing	-
Interest Receivable	-
Total Assets	$ 288,491.65
Liabilities	
Accounts Payable	$ -
Total Liabilities	-
Fund Balance	
Restricted Fund Balance - Prepaid Expenses	7,343.26
Restricted Fund Balance - Governor's Fishing Opener	22,521.31
Committed Fund Balance - CVB	30,544.27
Assigned Fund Balance - Petty Cash/CVB	50.00
Assigned Fund Balance - CVB	228,032.81
Total Fund Balance	288,491.65
Total Liabilities & Fund Balance	$ 288,491.65

Willmar
All-America City
2005

Lodging Tax History

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
January	$ 7,998.33	$ 7,855.69	$ 8,682.75	$ 9,803.51	$ 10,143.12	$ 9,356.74	$ 8,863.45	$ 8,485.83	$ 8,884.20	$ 8,809.36	$ 9,592.37	$ 10,146.02	$ 11,242.91	$ 12,481.92	$ 16,072.96	$ 15,411.55	$ 14,438.84	$ 14,232.85	$ 14,148.02
February	$ 8,273.68	$ 8,564.69	$ 8,499.71	$ 10,224.37	$ 10,054.13	$ 9,566.54	10, 602.01	$ 8,480.61	$ 10,444.66	$ 10,611.48	$ 11,908.11	$10,911.35	$ 13,578.53	$ 13,861.89	$ 12,644.59	$ 13,292.01	$ 13,934.28	$ 14,552.98	$ 15,048.46
March	$ 8,369.92	$ 7,834.79	$ 8,617.73	$ 9,891.40	$ 9,769.91	10, 355.41	$ 11,159.67	$ 9,627.34	$ 11,072.50	$ 10,383.91	$ 11,246.07	$ 12,286.25	$ 11,960.20	$ 13,268.74	$ 11,951.98	$ 14,443.01	$ 14,696.50	$ 15,673.47	$ 9,303.62
April	$ 8,364.42	$ 8,217.88	$ 8,791.84	$ 10,683.76	$ 10,486.74	$ 10,298.58	$ 11,256.15	$ 8,896.70	$ 10,582.99	$ 11,572.47	$ 9,979.39	$ 11,762.97	$ 12,280.28	$ 20,893.77	$ 16,855.81	$ 15,757.48	$ 16,409.14	$ 17,819.29	$ 4,588.16
May	$ 10,054.26	$ 9,078.07	$ 9,523.49	$ 11,180.11	$ 11,916.43	$ 12,498.33	$ 11,400.34	$ 9,590.19	$ 10,405.48	$ 12,184.92	$ 13,372.89	$ 13,011.30	$ 13,953.56	$ 27,166.41	$ 16,576.02	$ 15,746.72	$ 20,539.86	$ 20,001.25	$ 7,314.51
June	$ 12,103.69	$ 11,693.46	$ 13,263.93	$ 13,222.78	$ 14,656.50	$ 14,272.52	$ 13,587.59	$ 14,138.00	$ 14,192.88	$ 16,310.94	$ 17,056.44	$ 17,723.80	$ 21,493.18	$ 31,353.36	$ 23,587.69	$ 26,686.49	$ 28,342.49	$ 24,163.13	$ 12,608.70
July	$ 13,956.28	$ 14,304.97	$ 16,313.57	$ 16,679.03	$ 17,455.49	$ 17,601.37	$ 18,627.95	17,670.65	$ 18,118.86	$ 21,102.74	$ 19,419.80	$ 20,870.17	$ 23,504.27	$ 31,335.96	$ 21,423.26	$ 27,584.55	$ 28,880.56	$ 26,044.25	$ 16,449.45
August	$ 12,484.49	$ 12,430.55	$ 13,557.57	$ 15,367.67	$ 15,814.31	$ 16,146.49	$ 15,076.77	$ 14,583.82	$ 16,871.90	$ 17,099.31	$18,441.81	$ 19,836.73	$ 19,602.33	$ 26,012.06	$ 24,542.87	$ 26,921.27	$ 26,212.67	$ 25,113.28	$ 17,345.10
September	$ 8,761.79	$ 9,282.67	$ 11,132.73	$ 11,735.70	$ 13,352.34	$ 12,661.74	$ 12,474.13	$ 12,845.44	$ 12,965.58	$ 14,485.25	$ 16,027.03	$ 16,596.08	$ 15,996.62	$ 19,337.47	$ 20,738.25	$ 21,674.86	$ 24,656.95	$ 23,058.37	$ 15,040.51
																			1 missing
October	$ 10,165.02	$ 10,461.69	$ 10,748.60	$ 12,588.44	$ 12,889.49	$ 11,976.87	$ 12,486.39	$ 10,180.03	$ 12,657.71	$ 13,417.43	$ 13,824.00	$ 15,507.78	$ 16,011.42	$ 17,588.17	$ 19,325.13	$ 21,137.60	$ 23,002.47	$ 22,999.10	$ 16,290.21
		$ 12,994.55	$ 12,147.50				$14,931.70*	$15,814.85*	$14,889.20*										
November	$ 6,602.76	$ 8,430.63	$ 8,898.66	$ 10,188.40	$ 10,176.16	$ 9,264.87	$ 9,444.09	$ 8,785.56	$ 9,312.75	$ 11,366.74	$ 11,414.80	$ 12,603.31	$ 12,749.26	$ 13,727.63	$15,342.87	$14,726.67	$17,698.50	$17,729.37	
	$ 10,746.10			$ 12,061.86	12,886.81*	13,780.05*				$ 14,625.30	$ 14,728.80	$ 14,885.55	$14,858.75	$14,785.45	$15,497.95	$15,862.70	$16,275.30	$15,594.25	$13,829.45
December	$ 7,875.14	$ 8,583.87	$ 8,521.55	$ 10,286.25	$ 9,985.78	9,345.52	$ 8,748.64	$ 6,998.74	$ 9,662.25	$10,045.27	$ 10,378.89	$ 11,250.37	$ 12,489.86	$ 13,694.93	$13,812.73	$13,553.46	$14,020.88	$14,276.98	
Total Lodging tax	$ 125,755.88	$ 129,733.51	$ 138,699.63	$ 153,913.28	$ 149,046.17	$ 157,316.91	$ 149,764.53	$ 138,486.75	$ 145,171.76	$ 161,969.85	$ 177,390.40	$ 187,391.68	$ 199,721.17	$ 255,509.76	$ 228,372.11	$ 242,798.37	$ 259,108.46	$ 251,258.57	$ 141,966.19

*Kandiyohi County Camping Receipts

HUMAN RIGHTS COMMISSION
MINUTES

Approved 1-26-21

The Human Rights Commission met virtually on Tuesday, December 15, 2020 at 5:00 p.m. via GoTo meeting.

Members present were: Shelly Bormann, Barbara Little, Ben Larson, Jill Benson, John Salgado Maldonado, Rebecca Chelene, Richard Engan and Shawn Mueske.

Item No. 1 Call to Order

The meeting was called to order by Chair Shelly Bormann at 5:10 p.m.

Item No. 2 Approve Minutes of Meeting

Chair Bormann presented the minutes of the November 17, 2020 meeting for discussion. Commission Member Benson moved to approve the Human Rights Commission minutes of November 17, 2020 and Commission Member Larson seconded the motion, which carried.

Item No. 3 Public Comment

There was no public comment. One individual from the public was logged in to listen (Robert Pierskalla).

Item No. 4 Vision 2040 Anti-Racist Statement Update

Chair Bormann informed the commission that the Vision 2040 Anti-Racism Statement is now live and the City Council did endorse the statement. There are options on the site for individuals to sign the document which will become public on Martin King Luther Day. There is also an area to upload documents and enter personal action statements.

Item No. 5 Public Health Racism Question

Chair Bormann stated this item will be moved to the next meeting due to a prior commitment that does not allow Commission Member Davis to be present at this meeting.

Item No. 6. Anti-Racist Book Discussion – Final Discussion

Commissioner Benson led the groups' discussion on the final chapters of the book titled "How to Be an Antiracist." The group discussed their "high points" of the book. Commissioner Engan spoke in respects to rulers and power in relation to racism or religion.

Commissioner Chelene listened to an audio version of the book and aspects that jumped out to her is the decision makers being a reflection of the population we need every group to have access to resources and the opportunity to engage.

Chair Bormann spoke about policy makers and policies being what make society racist. She related this to City of Willmar policies and the concept of looking how those policies were developed.

Commissioner Little commented on racism she grew up with and how we are all part of it. It's the fiber of our country and we need to self-examine.

Commissioner Benson commented on policy making as well and hoped the Commission can look at our community, work and lives.

Commission Mueske was struck by structural institutional racism and systems being set up that may be racist. He touched on the importance of this commission to move things forward and the policies the City has relating to complaints that violate an ordinance and their policing not to be bias. The commission plans to circle back with the City for an update on these efforts.

The Commission discussed their action plans for 2021. The members were asked to bring their top two items they would like to move forward in 2021. Chair Bormann thanked Council Member Mueske for his time on the Commission and for initiating the restart of the group.

The next meeting date of the Commission will be Tuesday, January 26th at 5:00 p.m. due to the holiday affecting the City Council meeting date.

A motion was made, seconded and passed to adjourn. The meeting was adjourned at 6:00 p.m.

Respectfully submitted,

Janell Sommers

Janell Sommers
Administrative Assistant

Willmar Main Street
Board Meeting
January 19, 2021

Members Present: Vicki Davis, Taylor Williamson, Janet Olney, Jill Wohnoutka,
Others: Sarah Swedburg, Alex Rau, Abdiweli Yusuf

The meeting was called to order by Vice President Taylor Williamson.

There was no additions or deletions to Agenda.

Consent Agenda: no quorum to vote will wait until next month

1. Minutes of 11.17.2020
2. November 2020 Financials
3. December 2020 Financials (Not Final): The funds would be carried over in 2021. So the Ten17 bill and Facebook ads would still be coming. The change would be under $2000. In February we will see the final for December 2020.
4. Q4 Reinvestment Statistics: No much going on which is typical across the state. Activity will probably increase due to the Renaissance Zone interest.

Old Business

5. Wayfinding Signage: Presented mock ups for signage. 5 or 6 locations for pedestrian signage around the largest draws: ex. Hospital, KwikTrip. The size potentially could be 2 feet by 4 feet. Include QR code to link to our website. Would like to have design approved at next meeting and hopefully up in spring.

New Business:

6. 2020 Social Media Recap: Sarah reviews the social media from 2020. The posts are more consistent and content of the posts. All the tops post where mostly from the restaurant posts. 928 Facebook followers and 396 Instagram followers. Suggested to highlight the owner and maybe give away a gift card to their business.
7. Begin 2021 Work plan Discussion: This is mostly dependent on the Downtown assessment.
    a. Small Cities Development Program Grant/Storefront Façade: The city received $200,000 in 2018 and it has to be spent by September 2021. All administrated through the HRA. The property owner could apply to up to $40,000. The money could be used for anything structural. It was suggested to focus on the Development Program Grant first and then focus on the Storefront Façade program. Asked for volunteers from the board to help with this process.
    b. Downtown Spaces for Rent/Sale: Have our website provide access to what is for rent or for sale in downtown Willmar. There is a need for this as more questions are being asked of the staff. We can get guidance from other Main Streets that provide this as well. The cost should be minimal.
    c. Work Plan Groups: Wait until February with a little reorganization and to rethink how to sustain the subcommittees. Also to reorganization of President, Vice President, Secretary, and Treasurer.

Updates:

8. Artists on Main Street: the projects are underway.

9. Staff Report: Sarah shared the update on the Downtown Assessment. Have already received 100 responses. National Conference is going to virtual on April 12-14 and possibly could send board members to this as well. A Main Street position was included and combined with the position with community outreach coordinator. This will be a full time position.

Next Meeting is Tuesday, February 16, 2021 at 11am

Meeting is adjourned at 11:58 am.

Secretary,
Jill Wohnoutka

City of Willmar

Council Action Request

Meeting Date:	2/1/2021	**Agenda Item Number:**	**8.**
Agenda Section:		**Originating Department:**	Planning & Development Services
Resolution	No	**Prepared By:**	Jill Bengtson, Kandiyohi County HRA
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	1	**Presented By:**	Sarah Swedburg, Planner & Lorena Lindemann, HRA Housing Specialist
Item:	Public Hearing to receive information and public comment on the 2018 Small Cities Development Program activities		

RECOMMENDED ACTION:
Public hearing to receive information and public comment only. No Council Action needed.

OVERVIEW:
The City has been awarded $1,205,177 in 2018 Small Cities Development Program funds for downtown commercial rehab, northside owner-occupied rehab, and Hanson Apartments rehab. A condition of this funding is to receive public input on the status of the activities funded.

The Commercial Rehab activity will provide approximately 13 downtown business owners 0%, 7-yr deferred loans not to exceed $40,000 per loan.

The Homeowner Rehab Program will provide approximately 13 northside homeowners with 0%, 10-yr deferred loans not to exceed $25,000 per loan.

The Rental Housing Acquisition/Rehab activity will provide the Southwest Minnesota Housing Partnership a $600,000, 0%, 30-year deferred forgivable loan to assist in acquiring and rehabbing the Hanson Apartments located at 401, 405, 409, and 413 Lakeland Drive SE.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
1. Request further information.

BUDGETARY/FISCAL ISSUES:
The Public Hearing is required as a condition of receiving federal funding.

ATTACHMENTS:
PowerPoint Presentation

2018 SMALL CITIES DEVELOPMENT PROGRAM

Willmar City Council Meeting

February 01, 2021

2nd Public Hearing - Project Status and Community Comment

HISTORY

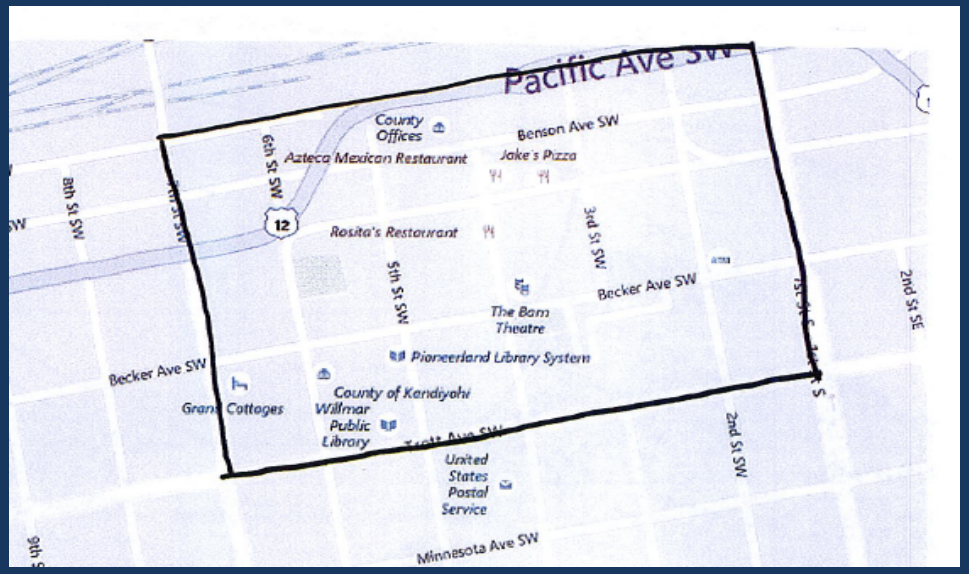
The Minnesota Department of Employment and Economic Development (DEED) awarded HUD 2018 Small Cities Development Program funding to The City of Willmar in the amount of $1,205,277 to implement a residential rehab, commercial rehab and rental rehab program within the community.

On behalf of the City, the program activities are administered by the Kandiyohi County Housing and Redevelopment Authority.

Project Financing

Activity	# of Units	SCDP Funds	Program Income	Leverage Sources	Total Costs
Commercial Rehab	13	$253,837	$80,027	$156,000 HRA	$489,864
Homeowner Rehab	20	$286,000	$80,026	$130,000 HRA; $32,000 UCAP	$528,026
Rental Rehab – Hanson Apartments	56 (4 bldgs.)	$600,000	$0	$1,646.793 Southwest Minnesota Housing Partnership, Greater Minnesota Housing Fund, Minnesota Housing, Rural Development	$2,246,793
Administration Commercial		$38,075	$8,110	$5,000 HRA	$51,185
Administration Homeowner		$27,265	$7,000	$8,500 HRA	$42,765
Administration Rental Rehab		$0	$0	$3,500 HRA	$3,500
TOTAL	82 (30 bldgs.)	$1,205,177	$175,163	$1,981,793	$3,362,133

Commercial Rehab Activity



Target Area:

Commercial businesses served by this activity are located in an area bounded by Pacific Avenue on the north, First Street on the east, Trott Avenue on the south, 7th Street on the west and includes properties on both sides of all boundary streets.

Property Owner/Building Eligibility Requirements:

1. Property Owner must be current on mortgage payments/property taxes/property insurance.
2. Must be located in the Business Target Area.
3. A minimum of 20% of the total rehab costs must be provided by the property owner.

Terms of SCDP Assistance for Business Owners:

Deferred, Forgivable Loan, 0%, no payments for up to 60% of the rehab expenses to a maximum of $40,000. The deferred loan must be repaid if the owner sells or transfers the property within 7 years after rehab. The loan is forgiven if the owner does not sell or transfer the property within the 7 years.

Commercial Activity

Eligible Improvements: Life safety improvements (smoke detection and fire suppression systems), energy efficiency improvements (door and window repair/replacement, furnace or heating system replacement, insulation installation), deferred maintenance improvements (roof repair/replacement, tuck pointing, electrical and plumbing upgrades); handicapped accessibility improvements; plumbing repairs, asbestos removal, code violation corrections.

Other Available Funding for Commercial Projects:

1) Kandiyohi County HRA loan: $12,000, 1%, monthly payments,10 years

Examples Building with total commercial rehabilitation costs of $60,000:

SCDP Deferred loan amount (60% of project costs) $36,000

HRA Loan (20% of project costs) $12,000

Owner contribution (20% of project costs) $12,000

Total $60,000

# of Businesses to be Rehabbed	# Completed or in Process	Program Income Committed	Program Income Remaining	Grant Funds Committed	Grant Funds Remaining
13	5	$80,027	$0	$57,001	$196,836

Home Rehab Activity

Target Area: Eligible homeowners will reside in the target area bounded by Park Avenue on the North Oak Lane to 7th Street NW on the east, Campbell Avenue on the south, and 17th Street NW on the west and will include homes on both sides of all boundary streets.

Eligibility Criteria: Live in the Program Target Area. Current on mortgage payments, property taxes and insurance. Meet the income guidelines for family size:

Family Size	Level 1 (100% project costs)	Level 2 (90% project costs)	Level 3 (70% project costs)
1	$15,200 and under	$15201 - 25350	$25351 - 40550
2	$17,400 and under	$17401 – 29000	$29001 – 46350
3	$21,330 and under	$21331 – 32600	$32601 - 52150
4	$25,750 and under	$25751 – 36200	$36201 – 57900
5	$30,170 and under	$30171 – 39100	$39101 – 62550
6	$34590 and under	$34591 – 42000	$42001 – 67200
7	$39010 and under	$39011 -- 44900	$44901 – 71800

Terms of Assistance for Homeowners:

Deferred Loan for up to $25,000 for home rehab needs. The amount the homeowner will be eligible for depends on income level. The loan will pay for 70% - 100% of the homeowner's total rehab costs depending on the homeowner's income. If the homeowner remains in the house/owns the house for 10 years after rehab, the grant does not have to be repaid. If the homeowner move/sells or otherwise transfers the property within 10 years, the entire grant must be repaid.

Home Rehab Activity

Eligible Improvements Examples: handicap accessibility improvements; plumbing repairs, electrical improvements; structural repairs; roofing/siding replacement; energy improvements (doors, windows, insulation), heating repairs/replacement; asbestos and lead abatement.

Other Available Funding for Homeowner Projects:

1) United Community Action Partnership: up to $8,000 per household in Weatherization Program funds ($32,000 max for the program).
2) Kandiyohi County HRA loan: $10,000, 1%, monthly payments 10 years

Examples: Home with total rehabilitation costs of $26,000, Level 1 homeowner:

Deferred loan amount (96% of project costs)	$ 25,000
HRA Loan (4% of project costs)	1,000
Total	$ 26,000

Home with total rehabilitation costs of $26,000, Level 2 homeowner:

Deferred loan amount (90% of project costs)	$ 23,400
HRA Loan (10% of project costs)	2,600
Total	$ 26,000

# of Home to be Rehabbed	# of Homes Completed or In Process	Program Income Committed	Program Income Remaining	Grant Funds Committed	Grant Funds Remaining
20	10	$80,026	$0	$40,153	$245,857

Rental Rehab

The Rental Housing Acquisition/Rehab activity has provided the Southwest Minnesota Housing Partnership a $600,000, 0%, 5-year deferred forgivable SCDP loan to assist in acquiring and rehabbing the Hanson Apartments located at 401, 405, 409, and 413 Lakeland Drive SE. The primary purpose of the project is to ensure the preservation and rehabilitation of the 56-unit property as affordable housing.

Rehab on the property is complete and has included energy efficiency improvements, accessibility improvements and full unit rehab (lighting, cabinetry, doors, flooring, etc).

Fair Housing Requirements

The Small Cities Development Program is implemented in accordance with the Federal Fair Housing Law which states:

It is illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of real estate brokerage services
- In the appraisal of housing

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:
1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)
www.hud.gov/fairhousing

U.S. Department of Housing and Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410

For More Information

Kandiyohi County Housing and Redevelopment Authority
2200 23rd St NE, Suite 2090, Willmar, MN 56201

Dale Slagter, Rehab Manager
(320) 235-8637 ext. 2868
Dale.slagter@kcmn.us
or
Lorena Lindemann, Housing Specialist
(320) 235-8637 ext. 2873
Lorena.Lindemann@kcmn.us

Thank you to the
Minnesota Department of Employment and Economic Development
for making this project possible.

PUBLIC WORKS/SAFETY COMMITTEE
MINUTES

The Public Works/Safety Committee of the Willmar City Council met on Wednesday, January 20, 2021 by electronic means on GoTo Meeting teleconference.

Present:	Andrew Plowman	……. Chair
	Julie Asmus	……. Vice Chair
	Audrey Nelsen	……..Member
	Justin Ask	……..Member

Others present: Public Works Director Sean Christensen; Fire Chief Frank Hanson; Police Chief Jim Felt; Assistant City Engineer Bruce Cochran; Engineering Administrative Assistant Kelsi Delbosque.

Item No. 1 Call to Order

The meeting was called to order at 5:06 p.m.

Item No. 2 Committee Appointments & Schedule (Motions/Resolution)

A motion was made by Council Member Nelsen, seconded by Council Member Asmus to appoint Council Member Plowman as Chair for the Committee. A motion was made by Council Member Nelsen, seconded by Council Member Ask to appoint Council Member Asmus as Vice Chair of the Committee. A motion was made by Council Member Asmus, seconded by Council Member Ask to establish the meeting date and time as the first Thursday after the first Monday and first Thursday after the third Monday, or the Thursday immediately following the Council meeting, of the month at 4:30 p.m. The motions carried.

Item No. 3 Public Safety Updates (Information)

Staff brought forth, for information, the public safety statistics for the month of December and the year for 2020.

Item No. 4 Project No. 2003-B Final (Resolution)

A motion was made by Council Member Asmus, seconded by Council Member Nelsen to adopt the resolution accepting Project No. 2003-B and authorizing final payment to Duininck, Inc. in the amount of $18,322.47. The project included the overlay of Civic Center Drive NE from Highway 71 to County Road 9. Final quantities were reviewed by staff and the project came in $93,055.17 under budget. The motion carried.

Item No. 5 Miller Park Improvements Project Final (Resolution)

A motion was made by Council Member Asmus, seconded by Council Member Nelsen to adopt the resolution accepting the Miller Park Improvements Project and authorizing final payment to Duininck, Inc. in the amount of $10,072.30. The project included the replacement of two tennis courts with a four court complex, LED lighting and fencing, replacement of playground equipment and upgraded walkways. Final quantities were reviewed by staff and the project came in $16,631.67 under total budget; including professional services, playground equipment, and signage. The motion carried.

Item No. 6 Wastewater Boiler Replacements (Resolution)

A motion was made by Council Member Nelsen, seconded by Council Member Asmus to adopt the resolution entering into an agreement with Bullet Proof Mechanical Service Inc. for the boiler replacement at Wastewater Treatment Facility in the amount of $36,576. The current boilers are not operating properly for the office, shop and lab and will be replaced with two Lochinvar FTX400 models with variable speed high efficient circulating pumps. The replacement was not forecasted in the CIP and will be paid for from the Wastewater operating budget. The motion

carried.

Item No. 7 Wastewater Jetter Truck Purchase (Resolution)

A motion was made by Council Member Nelsen, seconded by Council Member Asmus to adopt the resolution approving the purchase and replacement with a 2020 Sewer Equipment Co. of America 800HPR Eco Truck Mount Jetter in the amount of $240,369.19. This replaces the current 2011 International Sereco Jetter truck in accordance with the 2021 Wastewater Capital Outlay Program. The 2020 model will be purchased from Flexible Pipe Tool Company of Cold Spring through State Contract No. 175300, with the 2011 truck to be traded in for $20,000. The anticipated timeframe from order placement to delivery of unit is 9 months. The motion carried.

There being no further business to come before the Committee, the meeting was adjourned at 6:37 p.m. by Chair Plowman.

Respectfully submitted,

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

City of Willmar

City Council Action Request

Council Meeting Date:	February 1, 2021	**Agenda Item Number:**	10.A.
Agenda Section:	Council	**Originating Department:**	Engineering Department
Resolution	Yes	**Prepared by:**	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	1	**Presented By:**	Sean E. Christensen, P.E. Public Works Director
Item:	Establish the City Council Subcommittee Meeting Dates and Time.		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to establish the regular meeting dates and time for the Public Works/Public Safety Committee of the City Council.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:
NA

OVERVIEW:
On February 19, 2019 the Council passed a resolution reinstating city council subcommittees which included the established regular meeting dates and times for each of the four committees.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
The members of the Public Works/Public Safety Committee wish to change their meeting date and time to the first and third Thursday following the Council meeting of each month at 4:30 p.m.

BUDGETARY/FISCAL ISSUES:
NA

ATTACHMENTS:
Resolution

RESOLUTION NO.

ESTABLISH MEETING DATE AND TIME FOR PUBLIC WORKS/PUBLIC SAFETY COMMITTEE

Motion By: _____ Second By:_____

WHEREAS, the Willmar City Council adopted Resolution 19-034 on February 19, 2019 reinstating City Council subcommittees and establishing the meeting dates and time; and

WHEREAS, the current members of the Public Works/Public Safety Committee have decided to change their meeting date.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Willmar, Minnesota, that the regular meeting dates and time for the Public Works/Public Safety Committee are the first and third Thursdays of each month, following the Council meeting, starting at 4:30 p.m.

Dated this 1st day of February, 2021.

_____
MAYOR

Attest:

_____
CITY CLERK

WILLMAR FIRE DEPARTMENT

MONTHLY CALLS FOR SERVICE

Title	December 2019	December 2020
Alarm Activations	5	4
Cooking Fires / Burnt Food	2	3
Building Fires	2	0
Fire Sprinkler Activation	0	1
Smoke Scare	2	0
Vehicle Crashes	2	6
Car Fire	2	2
Carbon Monoxide Alarms	3	2
Electrical Fires	0	1
Chemical Spill	0	1
Grass Fire	0	1
Dumpster Fire	0	1

Current Month CFS: 22

2019 Calls for Service: 295

2020 Calls for Service: 311

December 2020 Training:

December 3 - Business Meeting / online

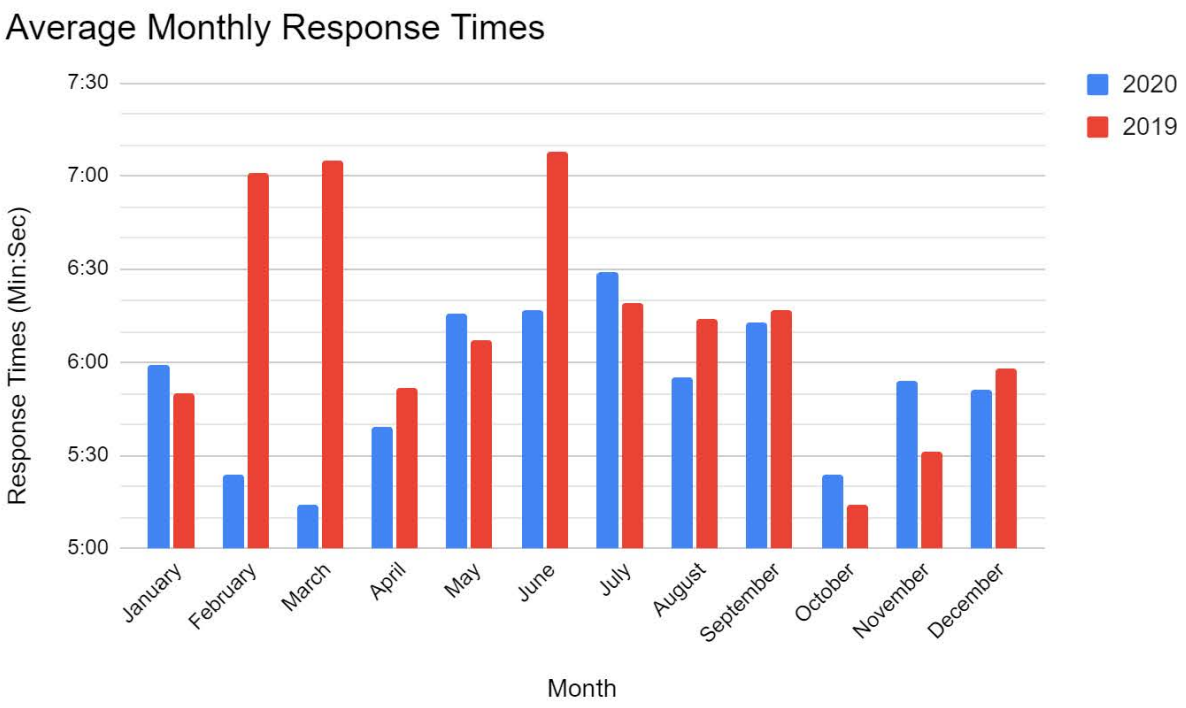
December 10 – Crew training / LUCAS CPR Device

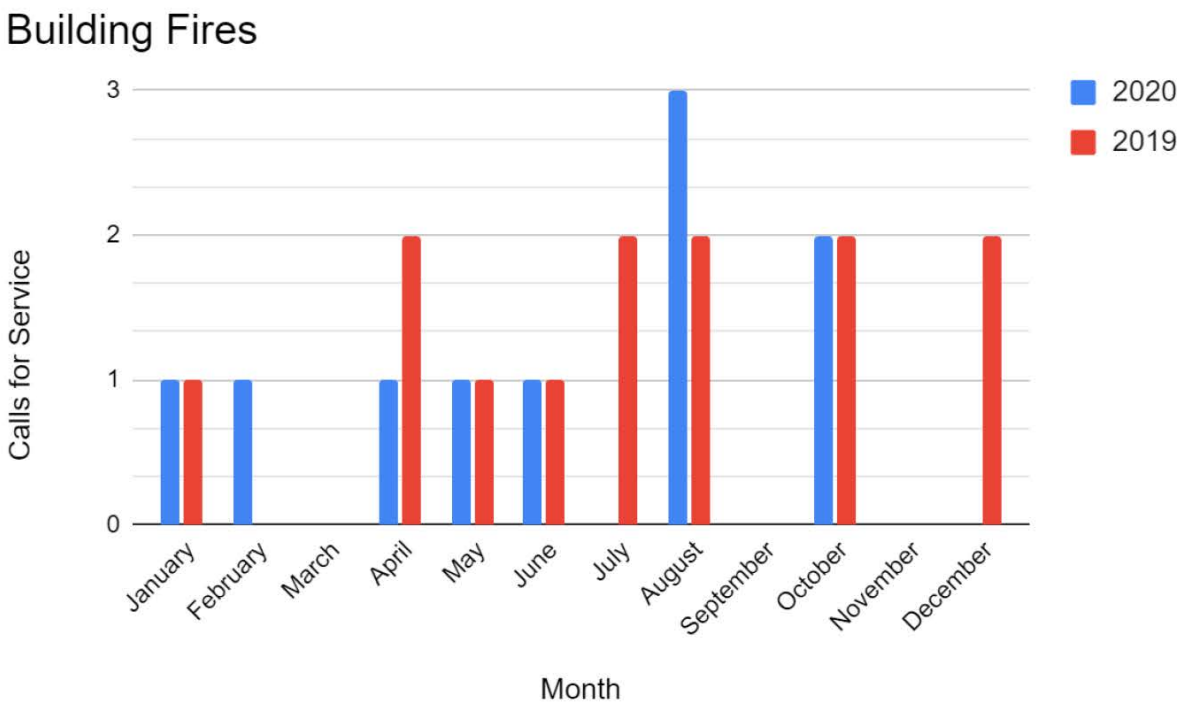
December 17 – Officers Meeting

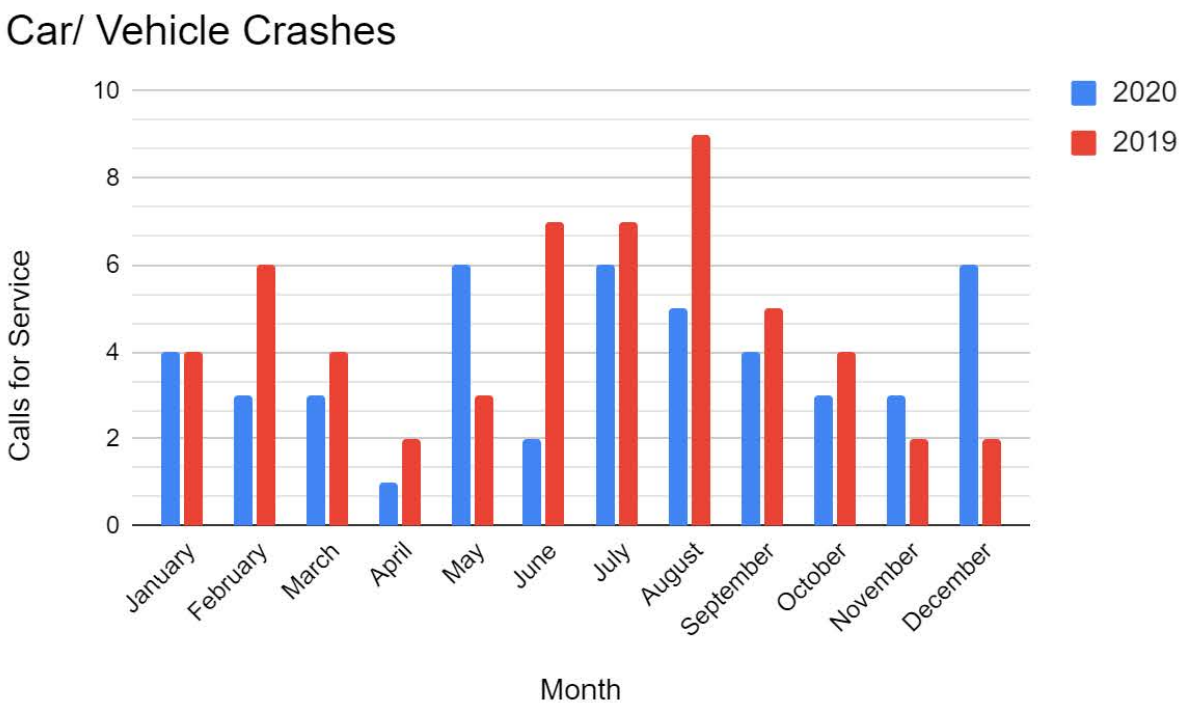
December 24 -- Off

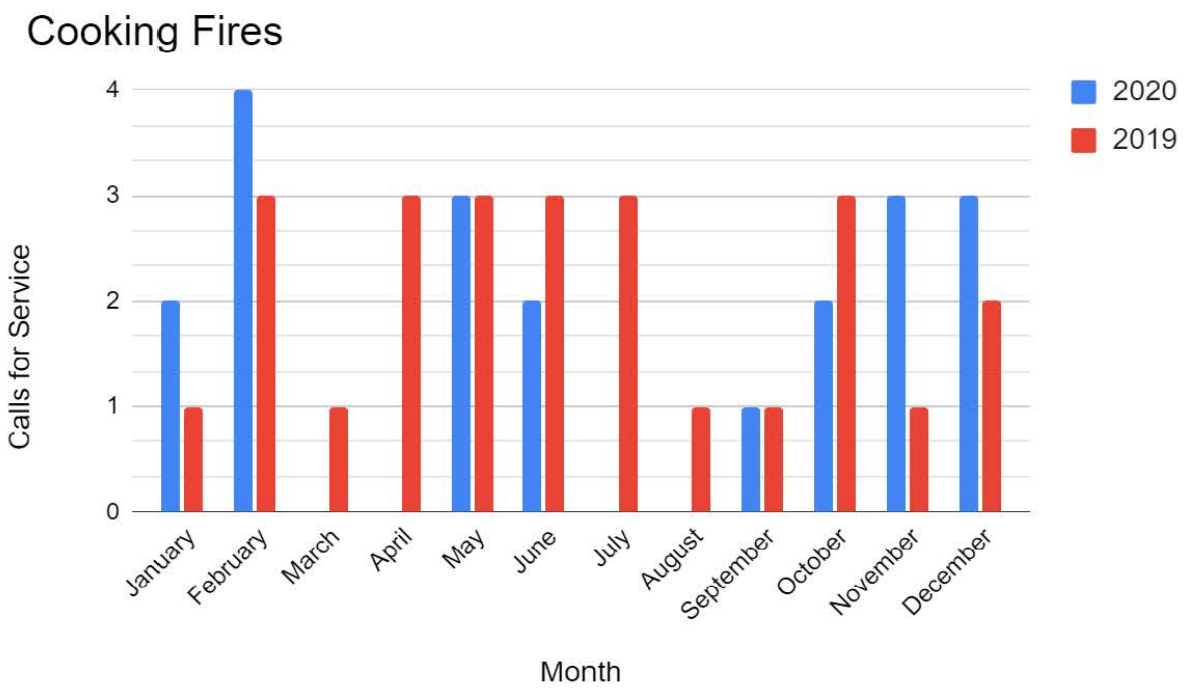
December 31 -- Off

The 2020 average response time (from page time to when the first big truck leaves the station): 5:53

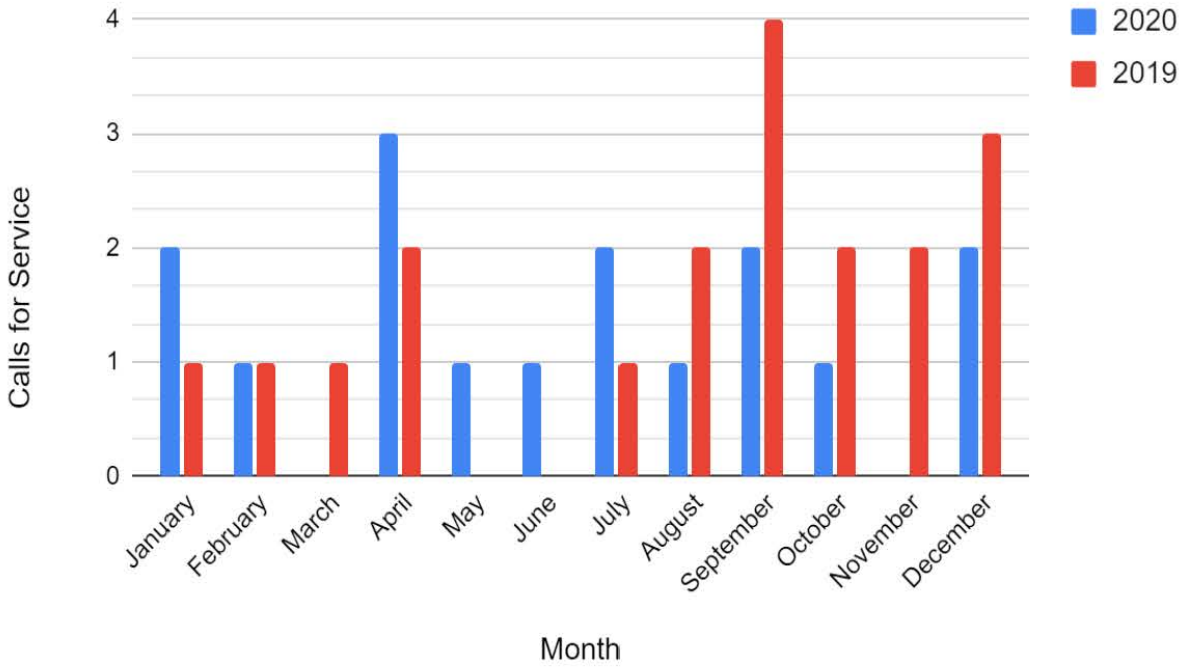

Average Monthly Response Times
Response Times (Min:Sec)
7:30
7:00
6:30
6:00
5:30
5:00
January
February
March
April
May
June
July
August
September
October
November
December
Month
2020
2019


Building Fires
Calls for Service
3
2
1
0
January
February
March
April
May
June
July
August
September
October
November
December
Month
2020
2019

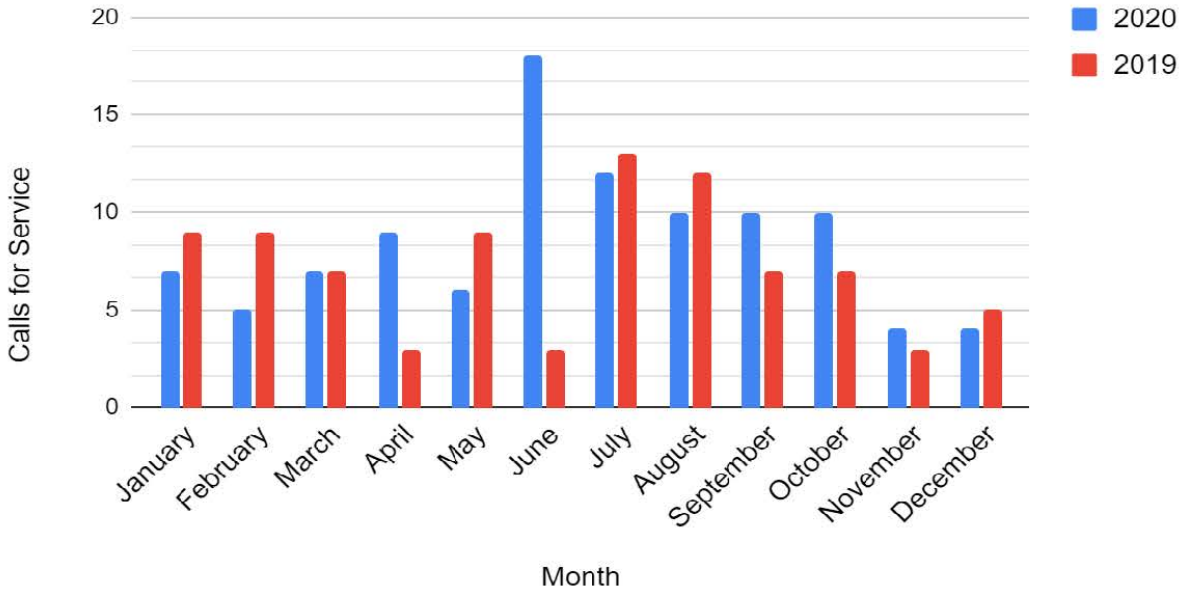

Car/ Vehicle Crashes
2020
2019
Calls for Service
10
8
6
4
2
0
January
February
March
April
May
June
July
August
September
October
November
December
Month


Cooking Fires
2020
2019
Calls for Service
4
3
2
1
0
January
February
March
April
May
June
July
August
September
October
November
December
Month

Carbon Monoxide



Fire Alarm Activations



Willmar Police Department

Monthly Calls for Service Statistics

Title	December 2019	December 2020
911 Hang Up	19	14
Abandoned Vehicles	142	100
Agency Assist	67	49
Alarm	40	30
Alcohol Offense	4	1
Animal	33	31
Assault	11	12
Burglary	5	6
Child Custody Dispute	4	7
Crash	100	65
Criminal Damage To Property	39	49
Disorderly	23	24
Domestic	35	27
Drugs	7	13
Family Service	56	63
Fight	4	3
Fraud	16	18
Gun Permits	15	14
Harassment	17	15
Information	13	20
K-9 Assist	4	0
Lost And Found	46	53
Mental Issues	14	17
Missing Person	13	23
Motorists Assist	23	12
Neighborhood Disturbance	11	16
Public Assist	167	196
School Related Incidents	9	0
Sex Crimes	6	4
Sudden Death/Bodies Found	3	4
Suicidal Person	11	11
Suspicious	61	100
Theft	36	76
Traffic Complaint	31	54
Traffic Stop	400	314
Trespass	7	14
Warrant Service	32	20

Current Month CFS:

1562

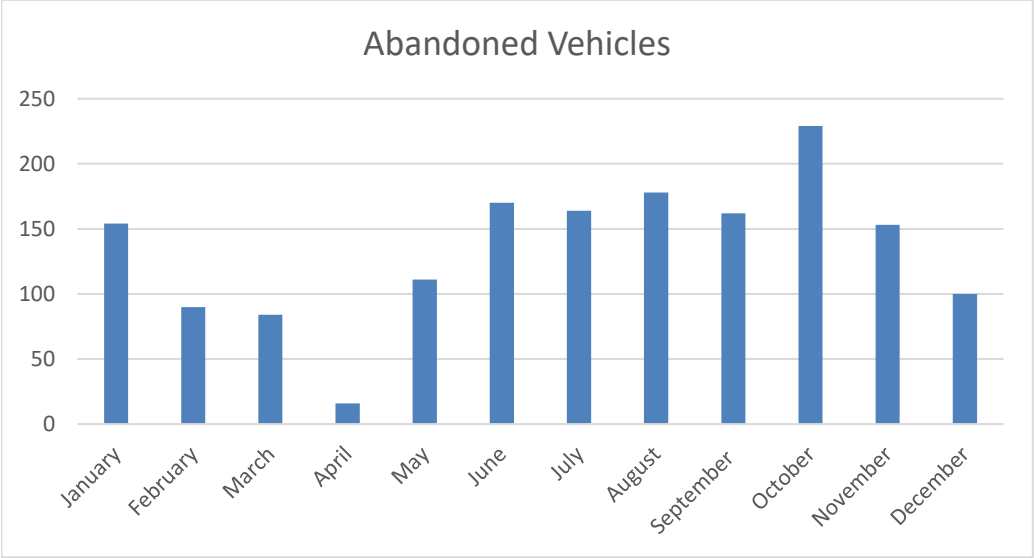
YTD Calls for Service:

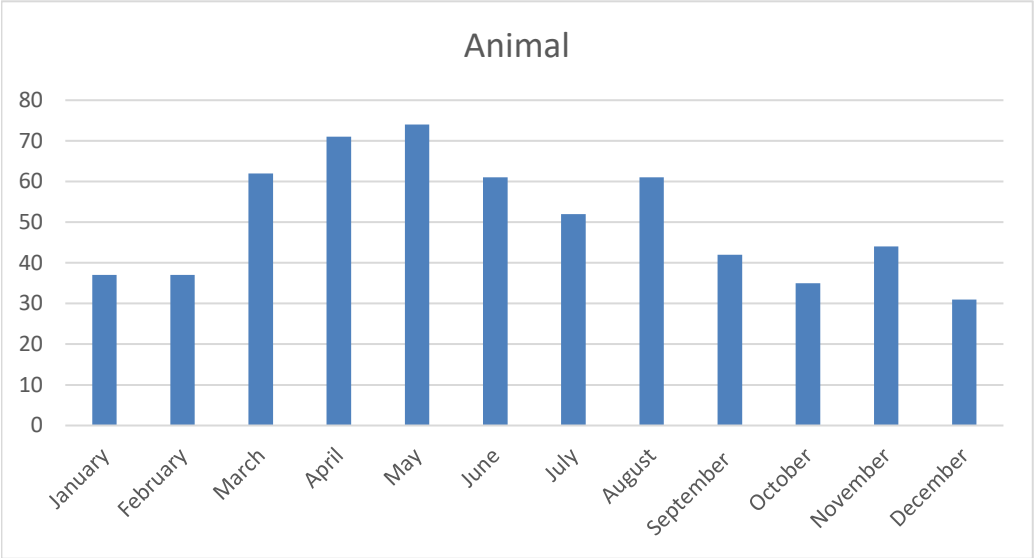
19,033

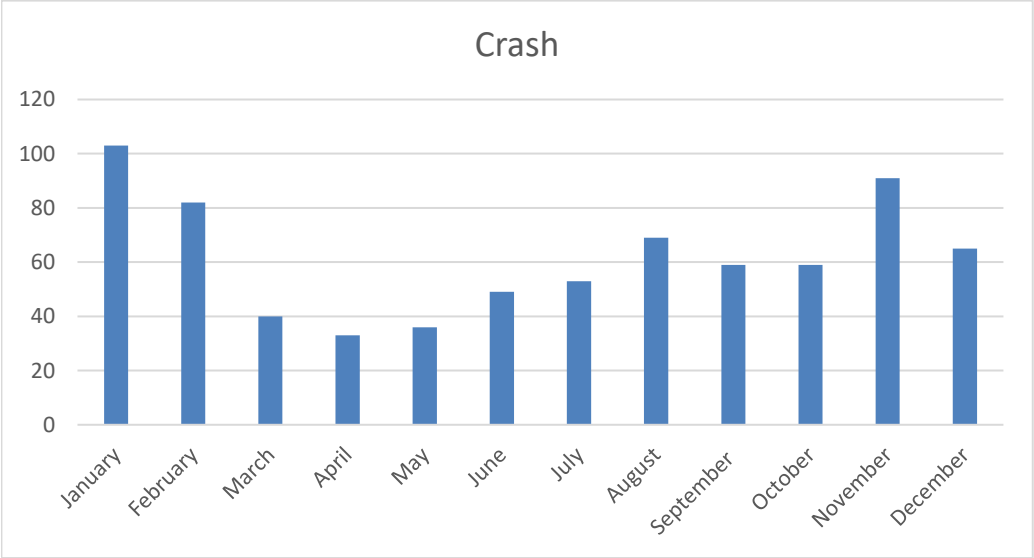
2018 Month CFS:

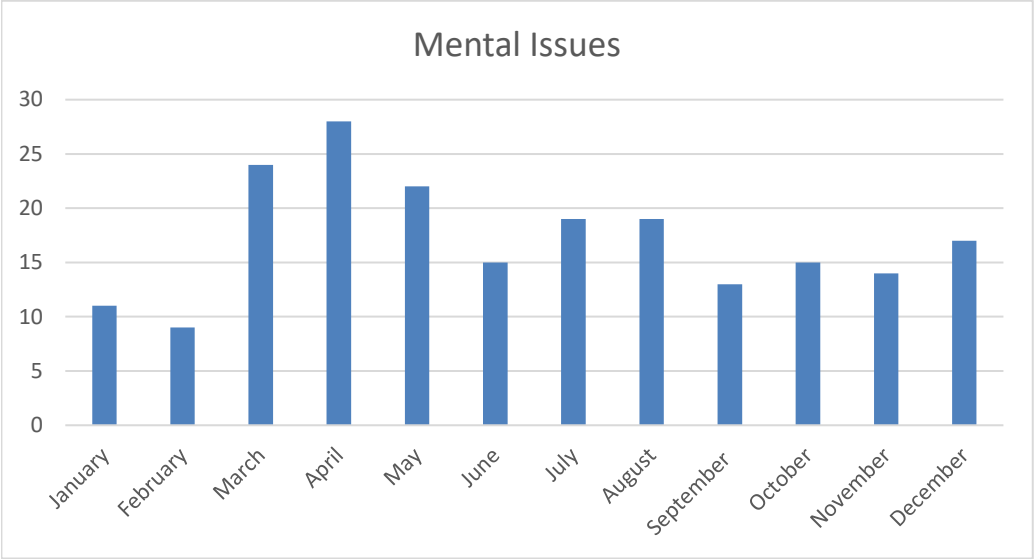
1571

(Some minimal CFS categories not shown)


Abandoned Vehicles
250
200
150
100
50
0
January
February
March
April
May
June
July
August
September
October
November
December


Animal
80
70
60
50
40
30
20
10
0
January
February
March
April
May
June
July
August
September
October
November
December


Crash
120
100
80
60
40
20
0
January
February
March
April
May
June
July
August
September
October
November
December


Mental Issues
30
25
20
15
10
5
0
January
February
March
April
May
June
July
August
September
October
November
December

Traffic Stop
500
450
400
350
300
250
200
150
100
50
0
January
February
March
April
May
June
July
August
September
October
November
December

City of Willmar

City Council Action Request

Council Meeting Date:	February 1, 2021	**Agenda Item Number:**	10.B.
Agenda Section:	Action Item	**Originating Department:**	Engineering Department
Resolution	Yes	**Prepared by:**	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	2	**Presented By:**	Sean E. Christensen, P.E. Public Works Director
Item:	City Engineering Department recommending acceptance of Project No. 2003-B Civic Center Drive Overlay and authorizing final payment to Duininck, Inc. in the amount of $18,322.47.		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to accept Project No. 2003-B Civic Center Drive Overlay and authorizing final payment to Duininck, Inc. in the amount of $18,322.47.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:
Adopt the resolution accepting Project No. 2003-B and authorizing final payment to Duininck, Inc. in the amount of $18,322.47.

OVERVIEW:
Project No. 2003-B included the overlay of 1.28 miles of Civic Center Drive NE from Highway 71 to County Road 9. The project was awarded to Duininck, Inc. on May 4th and included correction of deficiencies in the northbound shoulder, paving 1 ½ inch wear course and striping. Final quantities have been reviewed by staff and the recommendation is to authorize final payment to the contractor.

BUDGETARY/FISCAL ISSUES:

As-Bid Project Budget	$413,456
Contingencies Budget	$41,346
Total	$454,802
Pay Estimate No. 1	$343,424.36
Final Pay Estimate	$18,322.47
Total	$361,746.83

ATTACHMENTS:
Resolution
Final Pay Application

City of Willmar

PW/PS Committee Action Request

Committee Meeting Date:	January 20, 2021	**Agenda Item Number:**	
Agenda Section:	Action Item	**Originating Department:**	Engineering Department
Resolution	Yes	**Prepared by:**	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	2	**Presented By:**	Sean E. Christensen, P.E. Public Works Director
Item:	City Engineering Department recommending acceptance of Project No. 2003-B Civic Center Drive Overlay and authorizing final payment to Duininck, Inc. in the amount of $18,322.47.		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to accept Project No. 2003-B Civic Center Drive Overlay and authorizing final payment to Duininck, Inc. in the amount of $18,322.47.

OVERVIEW:
Project No. 2003-B included the overlay of 1.28 miles of Civic Center Drive NE from Highway 71 to County Road 9. The project was awarded to Duininck, Inc. on May 4th and included correction of deficiencies in the northbound shoulder, paving 1 ½ inch wear course and striping. Final quantities have been reviewed by staff and the recommendation is to authorize final payment to the contractor.

BUDGETARY/FISCAL ISSUES:

As-Bid Project Budget	$413,456
Contingencies Budget	$41,346
Total	$454,802

Pay Estimate No. 1	$343,424.36
Final Pay Estimate	$18,322.47
Total	$361,746.83

ATTACHMENTS:
Resolution
Final Pay Application

Resolution No.

A RESOLUTION ACCEPTING PROJECT NO. 2003-B AND AUTHORIZING FINAL PAYMENT.

Motion By:_____ Second By:_____

IMPROVEMENT: Project No. 2003-B – Civic Center Drive NE Overlay

CONTRACTOR:	Duininck, Inc.
DATE OF CONTRACT:	May 4, 2020
BEGIN WORK:	July 1, 2020
COMPLETE WORK:	July 15, 2020
APPROVE, ENGINEERING DEPT:	July 23, 2020

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that:

1. The said City of Willmar Project No. 2003-B be herewith approved and accepted by the City of Willmar.

2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	$413,456.46
FINAL NET CONTRACT AMOUNT, PROPOSED:	$413,456.46
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	$361,746.83
Less Previous Payments	$343,424.36
FINAL PAYMENT DUE CONTRACTOR:	**$18,322.47**

Dated this 1st day of February, 2021

_____
Mayor

Attest:

_____
City Clerk

CONTRACTOR'S PAY APPLICATION NO. 2 - Final
PROJECT NO. 2003-B

CITY OF WILLMAR, ENGINEERING DEPARTMENT

CONTRACTOR: DUININCK INC.
P.O. BOX 208
PRINSBURG, MN 56281

CONSTRUCTION OF: BITUMINOUS OVERLAY

LOCATION: CIVIC CENTER DRIVE NE
SAP No. 175-156-002

DATE: 11/10/2020

PROJECT NO. 2003-B

ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY	UNIT COST	AMOUNT
2021.501	Mobilization	LS	1	$12,000.00	$12,000.00
2104.502	Salvage Sign Type C	EA	16	40.00	640.00
2105.507	Common Excavation (EV)	CY	1,023	6.00	6,138.24
2232.504	Mill Bituminous Surface	SY	543	12.65	6,868.95
2360.509	Type SP12.5 Wearing Course Mixture (3B)	TON	3,698.4	50.00	184,920.00
2360.609	Type SP12.5 Wearing Course Mixture (3B) (PATCH)	TON	1,998.3	46.86	93,639.40
2506.502	Adjust Frame & Ring Casting (Storm Manhole)	EA	1	255.00	255.00
2563.601	Traffic Control	LS	1	1,500.00	1,500.00
2564.518	Sign Panels Type C	SF	172	55.00	9,460.00
2582.503	4" Solid Line Multi Comp Gr In (WR)	LF	39,127	0.62	24,258.74
2582.503	4" Broken Line Multi Comp Gr In (WR)	LF	0	0.62	-
2582.503	4" Dotted Line Multi Comp Gr In (WR)	LF	0	3.00	-
2582.518	Pavt Mssg Multi Comp Gr In (WR)	SF	630	12.00	7,560.00
2582.518	Crosswalk Multi Comp Gr In (WR)	SF	390	7.75	3,022.50
2582.503	24" Solid Line Multi Comp Gr In (WR)	LF	1,276	9.00	11,484.00
	TOTAL PROJECT 2003-B				**$361,746.83**
LESS PREVIOUS PAYMENT #1					$343,424.36
AMOUNT DUE CONTRACTOR THIS PAY APPLICATION:					**$18,322.47**

APPROVED:

Sean Christensen P.E., City Engineer

Date: 18-Nov-20

CONTRACT AMOUNT: $413,456.46

BUDGET NO.: 400.48453.0336

APPROVED:
CONTRACTOR

Date: 11.17.2020

I:\2020 Project\Civic Center 2003-B\Construction\Pay Applications\2003B PAY ESTIMATES-bdc 11-10-2020

City of Willmar

City Council Action Request

Council Meeting Date:	February 1, 2021	**Agenda Item Number:**	10.C.
Agenda Section:	Action Item	**Originating Department:**	Engineering Department
Resolution	Yes	**Prepared by:**	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	2	**Presented By:**	Sean E. Christensen, P.E. Public Works Director
Item:	City Engineering Department recommending adopting the resolution accepting the Miller Park Improvements project and authorizing final payment to Duininck, Inc. in the amount of $10,072.30.		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to adopt the resolution accepting the Miller Park Improvements project and authorizing final payment to Duininck, Inc. in the amount of $10,072.30.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:
Adopt the resolution accepting the Miller Park Improvements project and authorizing final payment to Duininck, Inc. in the amount of $10,072.30

OVERVIEW:
The Miller Park Improvements project includes the replacement of two tennis courts with a four court complex, new LED lighting and fencing, replacement of playground equipment and upgraded walkways. The Council entered into an agreement with SRF Consulting Group, Inc. on February 21, 2017 for design and construction related services of the project in the amount of $31,972. The construction project was awarded to Duininck, Inc. on November 21, 2017 in the amount of $298,219.61.

BUDGETARY/FISCAL ISSUES:

CIP Budget	$220,000	
Reappropriation	$150,000	from Swansson Field
Total	$370,000	

Engineering/CRS	$31,972
Construction	$307,555.61
Playground Equipment	$10,599.11
Signage	$4,295.59
Total Project	$354,422.31

Original Contract Amount	$298,219.61	
Change Order No. 1	$2,680	
Change Order No. 2	$4,400	– Change Order No. 3 of additional fencing was denied
Change Order No. 4	$2,256	
Actual Final Contract	$307,555.61	

Pay Estimate No. 1	$191,373.55
Pay Estimate No. 2	$106,109.76
Final Pay Estimate	$10,072.30
Total	$307,555.61

ATTACHMENTS:
Resolution
Final Pay Application

City of Willmar

PW/PS Committee Action Request

Committee Meeting Date:	January 20, 2021	**Agenda Item Number:**	
Agenda Section:	Action Item	**Originating Department:**	Engineering Department
Resolution	Yes	**Prepared by:**	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	2	**Presented By:**	Sean E. Christensen, P.E. Public Works Director
Item:	City Engineering Department recommending adopting the resolution accepting the Miller Park Improvements project and authorizing final payment to Duininck, Inc. in the amount of $10,072.30.		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to adopt the resolution accepting the Miller Park Improvements project and authorizing final payment to Duininck, Inc. in the amount of $10,072.30

OVERVIEW:
The Miller Park Improvements project includes the replacement of two tennis courts with a four court complex, new LED lighting and fencing, replacement of playground equipment and upgraded walkways. The Council entered into an agreement with SRF Consulting Group, Inc. on February 21, 2017 for design and construction related services of the project in the amount of $31,972. The construction project was awarded to Duininck, Inc. on November 21, 2017 in the amount of $298,219.61.

BUDGETARY/FISCAL ISSUES:

CIP Budget	$220,000
Reappropriation	$150,000 from Swansson Field
Total	$,000

Original Contract Amount	$298,219.61
Change Order No. 1	$2,680
Change Order No. 2	$4,400 – Change Order No. 3 of additional fencing was denied
Change Order No. 4	$2,256
Actual Final Contract	$307,555.61

Pay Estimate No. 1	$191,373.55
Pay Estimate No. 2	$106,109.76
Final Pay Estimate	$10,072.30
Total	$307,555.61

ATTACHMENTS:
Resolution
Final Pay Application

Resolution No.

A RESOLUTION ACCEPTING THE MILLER PARK IMPROVEMENTS AND AUTHORIZING FINAL PAYMENT.

Motion By:_____ Second By:_____

IMPROVEMENT: Miller Park Improvements

CONTRACTOR:	Duininck, Inc.
DATE OF CONTRACT:	November 20, 2017
BEGIN WORK:	May 9, 2018
COMPLETE WORK:	November 18, 2018
APPROVE, ENGINEERING DEPT:	December 9, 2018

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that:

1. The said City of Willmar Miller Park Improvements be herewith approved and accepted by the City of Willmar.

2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	$298,219.61
FINAL NET CONTRACT AMOUNT, PROPOSED:	$298,219.61
CHANGE ORDER NO. 1:	$2,680
CHANGE ORDER NO. 2:	$4,400
CHANGE ORDER NO. 4:	$2,256
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	$307,555.61
Less Previous Payments	$297,483.31
FINAL PAYMENT DUE CONTRACTOR:	**$10,072.30**

Dated this 1st day of February, 2021

_____
Mayor

Attest:

_____
City Clerk

APPLICATION AND CERTIFICATE FOR PAYMENT -FINAL

Invoice #: 113988 **Today's Date:** 12/14/2020

To Owner: WILLMAR, CITY OF
PO BOX 755

WILLMAR MN 56201

Project: 181001. MILLER PARK TENNIS COURT, WILLMAR MN

Application No. : 3

Invoice Description : JB App #3

Period To:

Project Nos:

Contract Date:

Distribution to :
- Owner
- Archite
- Contra

From Contractor: Duininck Inc. - MN
PO Box 208
Prinsburg, MN 56281

Via Architect:

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum		$298,219.61
2. Net Change By Change Order		$9,336.00
3. Contract Sum To Date		$307,555.61
4. Total Completed and Stored To Date		$307,555.61
5. Retainage :		
a. 0.00% of Completed Work	$0.00	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$0.00
6. Total Earned Less Retainage		$307,555.61
7. Less Previous Certificates For Payments		$297,483.31
8. Current Payment Due		$10,072.30
9. Balance To Finish, Plus Retainage		$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$9,336.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$9,336.00	$0.00
Net Changes By Change Order	**$9,336.00**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Duininck Inc. - MN

STACEY DREXLER
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2022

By: _____ Date: 12/14 20

State of: MN
Subscribed and sworn to before me this
Notary Public:
My Commission expires:
Jan 31 2022

County of: Kandiyohi
day of 12-14-20

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor

AMOUNT CERTIFIED $10,072.30

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

OWNER/CONSTRUCTION MANAGER

By: _____ Date: 12-15-2020

ARCHITECT:
By: _____ Date: 12/15/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3
Application Date : 12/14/2020
To:

Contract : 181001. MILLER PARK TENNIS COURT, WILLMAR MN

A	B				C	D		E	F	G	H	I	J
						Work Completed							
Element Item No.	Description of Work	Est. Qty	Unit	Unit Cost Per	Scheduled Value	From Previous Application (D+E)	Units This Period	This Period In Place	Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
10	CONSTRUCTION SURVEYING	1	LSM	$3,000.00	$3,000.00	3,000.00	0.000	0.00	0.00	3,000.00	100.00%	0.00	
20	MOBILIZATION	1	LSM	$22,000.00	$22,000.00	22,000.00	0.000	0.00	0.00	22,000.00	100.00%	0.00	
30	REMOVE CONCRETE WALK	34	SF	$10.00	$340.00	340.00	0.000	0.00	0.00	340.00	100.00%	0.00	
40	REMOVE BITUMINOUS PAVEMENT	1,679	SY	$3.25	$5,456.75	5,456.75	0.000	0.00	0.00	5,456.75	100.00%	0.00	
50	SALVAGE LIGHTING UNIT	2	EA	$500.00	$1,000.00	1,000.00	0.000	0.00	0.00	1,000.00	100.00%	0.00	
60	GRUB TREE	8	EA	$225.00	$1,800.00	1,800.00	0.000	0.00	0.00	1,800.00	100.00%	0.00	
90	SAWING BIT PAVEMENT (FULL DEPTH)	148	LF	$3.25	$481.00	481.00	0.000	0.00	0.00	481.00	100.00%	0.00	
100	SALVAGE AND INSTALL BENCH	2	EA	$300.00	$600.00	600.00	0.000	0.00	0.00	600.00	100.00%	0.00	
110	SILT FENCE, TYPE MS	466	LF	$3.25	$1,514.50	1,514.50	0.000	0.00	0.00	1,514.50	100.00%	0.00	
120	STORM DRAIN INLET PROTECTION	2	EA	$175.00	$350.00	350.00	0.000	0.00	0.00	350.00	100.00%	0.00	
130	STABILIZED CONSTRUCTION EXIT	1	LSM	$1,300.00	$1,300.00	1,300.00	0.000	0.00	0.00	1,300.00	100.00%	0.00	
140	TURF ESTABLISHMENT	1	LSM	$4,600.00	$4,600.00	4,600.00	0.000	0.00	0.00	4,600.00	100.00%	0.00	
150	4" CONCRETE WALK	321	SF	$10.00	$3,210.00	3,210.00	0.000	0.00	0.00	3,210.00	100.00%	0.00	
160	TENNIS COURT NET, POST, FOOTINGS. COMPLETE	4	EA	$2,000.00	$8,000.00	8,000.00	0.000	0.00	0.00	8,000.00	100.00%	0.00	
170	FURNISH AND INSTALL 10' HIGH CHAINLINK FENCIN	648	LF	$42.00	$27,216.00	27,216.00	0.000	0.00	0.00	27,216.00	100.00%	0.00	
180	FURNISH AND INSTALL COLOR COATING AND STRIPI	2,793	SY	$7.50	$20,947.50	20,947.50	0.000	0.00	0.00	20,947.50	100.00%	0.00	
190	FURNISH AND INSTALL BITUMINOUS PAVING FOR TE	2,793	SY	$37.10	$103,620.30	103,620.30	0.000	0.00	0.00	103,620.30	100.00%	0.00	
200	TENNIS COURT LIGHTING IN HID	1	LSM	$53,716.30	$53,716.30	53,716.30	0.000	0.00	0.00	53,716.30	100.00%	0.00	
210	TENNIS COURT LIGHTING IN LED	0	LSM	$72,216.10	$0.00	0.00	0.000	0.00	0.00	0.00	0.00%	0.00	
220	CONDUIT SYSTEM	1	LSM	$16,657.46	$16,657.46	16,657.46	0.000	0.00	0.00	16,657.46	100.00%	0.00	
230	12" PVC SDR 26 (STORM SEWER)	80	LF	$30.00	$2,400.00	2,400.00	0.000	0.00	0.00	2,400.00	100.00%	0.00	
240	CONNECT TO EXISTING STORM SEWER	1	EA	$550.00	$550.00	550.00	0.000	0.00	0.00	550.00	100.00%	0.00	
250	12" DIA NYLOPLAST DRAIN BASIN WITH STANDARD	1	EA	$960.00	$960.00	960.00	0.000	0.00	0.00	960.00	100.00%	0.00	
260	TENNIS COURT LIGHTING IN LED	1	LSM	$72,216.10	$72,216.10	72,216.10	0.000	0.00	0.00	72,216.10	100.00%	0.00	
270	DEDUCT TENNIS COURT LIGHTING IN HID	1	LSM	$-53,716.30	$-53,716.30	-53,716.30	0.000	0.00	0.00	-53,716.30	100.00%	0.00	
280	CHANGE ASPHALT MIX DESIGN TO C-OIL (58-34)	1	LSM	$4,400.00	$4,400.00	4,400.00	0.000	0.00	0.00	4,400.00	100.00%	0.00	
290	CONCRETE BASE CONFIGURATION	1	LSM	$2,680.00	$2,680.00	2,680.00	0.000	0.00	0.00	2,680.00	100.00%	0.00	
300	ADD SAW CUTTING OF BITUMINOUS	1	LSM	$2,256.00	$2,256.00	2,256.00	0.000	0.00	0.00	2,256.00	100.00%	0.00	
	Grand Totals				307,555.61	307,555.61		0.00	0.00	307,555.61	100.00%	0.00	0.00

City of Willmar

City Council Action Request

Council Meeting Date:	February 1, 2021	**Agenda Item Number:**	10.D.
Agenda Section:	Action Item	**Originating Department:**	Wastewater Department
Resolution	Yes	**Prepared by:**	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	2	**Presented By:**	Sean E. Christensen, P.E. Public Works Director
Item:	City Engineering Department recommending adopting the resolution entering into an agreement with Bullet Proof Mechanical Service Inc. for the boiler replacement at Wastewater Treatment Facility in the amount of $36,576.		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to adopt the resolution entering into an agreement with Bullet Proof Mechanical Service Inc. for the boiler replacements at Wastewater Treatment Facility in the amount of $36,576.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:
Adopt the resolution entering into an agreement with Bullet Proof Mechanical Service Inc. for the boiler replacements at Wastewater Treatment Facility in the amount of $36,576.

OVERVIEW:
Staff is requesting the replacement of the boilers for the office, lab and shop of the Wastewater Treatment Facility. The current boilers are not operating properly. The company who made these boilers discontinued them and do not support replacement parts. Climate control in the lab is particularly necessary with sample testing for the MPCA. The existing boilers would be removed, along with the piping connections, exhaust venting, pumps and controls. Two 98% efficient Lochinvar FTX400 modulating boilers with variable speed high efficient circulating pumps would be installed.

All required insurance certificates and contracts will be signed before installation.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
Two quotes were received for the project:
Chappell Central, Inc. $37,816
Bullet Proof Mechanical Service Inc. $36,576.

BUDGETARY/FISCAL ISSUES:
The boiler issue surfaced since the budget was approved and replacement was not anticipated in the 2021 CIP. The project will be funded from the Wastewater Treatment operating budget.

ATTACHMENTS:
Resolution
Quotes

City of Willmar

Committee Action Request

Committee Meeting Date:	January 20, 2021	**Agenda Item Number:**	
Agenda Section:	Action Item	**Originating Department:**	Wastewater Department
Resolution	Yes	**Prepared by:**	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	**Reviewed By:**	Brian Gramentz City Administrator
No. of Attachments	2	**Presented By:**	Sean E. Christensen, P.E. Public Works Director
Item:	Adopt the resolution entering into an agreement with Bullet Proof Mechanical Service Inc. for the boiler replacement at Wastewater Treatment Facility in the amount of $36,576.		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to adopt the resolution entering into an agreement with Bullet Proof Mechanical Service Inc. for the boiler replacements at Wastewater Treatment Facility in the amount of $36,576.

OVERVIEW:
Staff is requesting the replacement of the boilers for the office, lab and shop of the Wastewater Treatment Facility. The current boilers are not operating properly. The company who made these boilers discontinued them and do not support replacement parts. Climate control in the lab is particularly necessary with sample testing for the MPCA. The existing boilers would be removed, along with the piping connections, exhaust venting, pumps and controls. Two 98% efficient Lochinvar FTX400 modulating boilers with variable speed high efficient circulating pumps would be installed.

All required insurance certificates and contracts will be signed before installation.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
Two quotes were received for the project:

Chappell Central, Inc.	$37,816
Bullet Proof Mechanical Service Inc.	$36,576.

BUDGETARY/FISCAL ISSUES:
The boiler issue surfaced since the budget was approved and replacement was not anticipated in the 2021 CIP. The project will be funded from the Wastewater Treatment operating budget.

ATTACHMENTS:
Quotes
Resolution

Resolution No._____

A RESOLUTION AWARDING THE BOILER REPLACEMENTS AT WWTF IN THE AMOUNT OF $36,576.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Bullet Proof Mechanical Inc. of Willmar, MN for the purchase, replacement and installation of two Lochinvar Knight FTX400 boilers with accessories at the Wastewater Treatment Facility is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of $36,576.

Dated this 1st day of February, 2021

_____
Mayor

Attest:

_____
City Clerk

Bullet Proof Mechanical Service Inc

321 Ferring St. SE
Willmar, MN 56201

Name / Address
City Of Willmar 333 6th St SW Willmar, MN 56201

ESTIMATE

Date	Estimate #
1/4/2021	1463

Description	Qty	Rate	Total
BULLET PROOF MECHANICAL SERVICE INC. IS PLEASED TO PROVIDE YOU THIS ESTIMATE FOR REPLACING THE BOILERS FOR THE OFFICE/SHOP AT THE WASTE WATER TREATMENT FACILITY. WE HAVE INCLUDED 2 NEW 98% EFFICIENT LOCHINVAR BOILERS AND 2 NEW VARIABLE SPEED HIGH EFFICIENT BOILER CIRCULATING PUMPS. THESE PUMPS WILL VARY IN SPEED BASED ON THE BOILER FIRING RATE SO THE FLOW ALWAYS MATCHES WHAT IS NEEDED FOR THE OUTPUT OF THE BOILER AT DIFFERENT FIRING RATES. THIS SYSTEM IS 0VER 750,000 BTUS SO IT WILL REQUIRE A BOILER HYDRO TEST AND INSPECTION BY THE STATE BOILER INSPECTOR (WE TAKE CARE OF THE PERMIT APPLICATION AND LINE UP THE INSPECTION) . THE TOTAL BTU COMBINED IS 800,000. THESE BOILERS HAVE SMART CONTROLS THAT WILL ALLOW TANDEM OPERATION AND LEAD LAG WITH OUTDOOR RESET. WE HAVE INCLUDED AN OPTION FOR WIFI MONITORING SYSTEM THAT WILL ALLOW REMOTE ACCESS TO THE BOILERS FOR OPERATION STATUS AND ALARMS.			

This estimate is valid for 30 days. Thank You!

Subtotal	
Sales Tax (0.0%)	
Total	

Please sign, date and return to accept. X

Bullet Proof Mechanical Service Inc

321 Ferring St. SE
Willmar, MN 56201

Name / Address
City Of Willmar 333 6th St SW Willmar, MN 56201

ESTIMATE

Date	Estimate #
1/4/2021	1463

Description	Qty	Rate	Total
The following is included in this quote: - Demo old boilers, piping connections, exhaust venting, boiler pumps and boiler controls. - Supply and install 2 - Lochinvar Knight, Model FTX400 modulating boilers with the following accessories - 1 - Grundfos variable speed Circulating pump for each boiler. - 2 - Bronze Y strainers - 2 - Spring check valves - 2 - Manual reset low water cut off switches - 2 - Condensate neutralizer kits - Add water and water treatment. Bleed all air. - all electrical wiring. - all CPVC and PVC vent piping from the new boilers, through the existing venting pipe. - all natural gas piping and gas pressure regulators for the new boilers. - all hot water piping and pipe insulation to complete the installation. - 6 new filter elements for the side filter that is currently installed. - all freight - all Mn sales tax - Quality workmanship. - Local service with a smile.			
PRICING	1	36,576.00	36,576.00
OPTION 1: ADD A CON-X WIFI ADAPTER TO ALLOW REMOTE MONITORING. (ADD $760 TO BASE BID FOR HARDWARE AND PROGRAMMING) NOTE1: (For Center Point Energy Customers Only) This system is eligible for a CENTER POINT ENERGY Natural Gas rebate estimated at $2800. We will fill out all the forms for you to submit. Our price listed does NOT reflect the amount after rebate as that money would be sent to you in a check form.			

This estimate is valid for 30 days. Thank You!

Subtotal	
Sales Tax (0.0%)	
Total	

Please sign, date and return to accept. X

Bullet Proof Mechanical Service Inc

321 Ferring St. SE
Willmar, MN 56201

Name / Address
City Of Willmar 333 6th St SW Willmar, MN 56201

ESTIMATE

Date	Estimate #
1/4/2021	1463

Description	Qty	Rate	Total
NOTE 2: PAYMENT TERMS: WE REQUIRE 50% DOWN WHEN THE EQUIPMENT IS ON SITE. WE WILL BILL THE FINAL AFTER THE EQUIPMENT IS UP AND RUNNING.			

This estimate is valid for 30 days. Thank You!

Please sign, date and return to accept. X

Subtotal	$36,576.00
Sales Tax (0.0%)	$0.00
Total	$36,576.00

Chappell Central, Inc.

1950 Trott Ave SW PO Box 916 Willmar, MN 56201 320-235-2151
Fax: Commercial/Residential 320-235-8992 Manufacturing/Shop 320-235-8995 Office 320-235-5874

December 23, 2020 Quote # 15463

City Of Willmar Waste Water
3000 75th Street Sw
Willmar, Mn 56201

Dear PAUL MARCUS:

This proposal is in regard to the replacement of the two boilers at the CITY OF WILLMAR WASTE WATER PLANT. The following is a breakdown of the materials we are offering for your consideration for an HVAC
system.

EQUIPMENT

Heating

Heating

Two Lochinvar KNIGHT XL series, Modulating Fire tube boiler, Wall mount, Model KNB501, 100,000-500,000btu's 94% AFUE1 year labor, 5 year parts 10 year Heat exchanger warranty, 120v 1ph 15amp max fuse needed

This appliance comes installed complete with the materials listed below for ***$37,816.00.***

Gas piping as needed
PVC venting to connect to your chimney venting
Disconnect and reconnect supply and return piping
Condensate drain neutralizer kit
Condensate drain piping
Permits as needed
Disposal of the old boilers
Freight
Taxes and installation labor

High and low voltage wiring needed would be by the owner

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

Sincerely,

Paul Krueger

Note: this quote is valid for 90 days.

City of Willmar

City Council Action Request

Council Meeting Date:	February 1, 2021	**Agenda Item Number:**	10.E.
Agenda Section:	Action Item	**Originating Department:**	Wastewater Department
Resolution	Yes	**Prepared by:**	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	2	**Presented By:**	Sean E. Christensen, P.E. Public Works Director
Item:	City Engineering Department recommending adopt the resolution approving the purchase and replacement with a 2020 Sewer Equipment Co. of America 800HPR Eco Truck Mount Jetter in the amount of $240,369.19.		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to adopt the resolution approving the purchase and replacement with a 2020 Sewer Equipment Co. of America 800HPR Eco Truck Mount Jetter in the amount of $240,369.19 with tax and license on the truck chassis to be added at a later date.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:
Adopt the resolution approving the purchase and replacement with a 2020 Sewer Equipment Co. of America 800HPR Eco Truck Mount Jetter in the amount of $240,369.19 with tax and license on the truck chassis to be added at a later date.

OVERVIEW:
Staff is requesting the replacement of the 2011 International Sereco Jetter truck in accordance with the 2021 Wastewater Treatment Capital Outlay Program. This high power sewer flushing unit is a very important piece of equipment for Wastewater and Public Works, requiring immense dependability when needed for sewer back-up and cleaning calls. The pump on the unit has been rebuilt twice and will be again in the near future. Numerous parts on the 2011 unit are becoming obsolete and very hard to find.

The replacement unit is a 2020 Sewer Equipment Co. of America 800HPR Eco Truck Mount Jetter through State Contract No. 175300 from Flexible Pipe Tool Company of Cold Spring, Minnesota. This unit has dual reels, a retractable canopy to protect operators from rain and sun exposure, cold weather water recirculation; and a boiler which delivers hot water to the wash down reel, lateral reel and jetting circuits.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
The purchase of the unit is off state bid pricing through Contract No. 175300.

BUDGETARY/FISCAL ISSUES:
The 2021 Capital Outlay Program includes $255,000 for the purchase of the unit, in the amount of $240,369.19 with approximately $3,000 in tax and license for the truck chassis added at a later date. The 2011 unit will be traded in for $20,000 upon delivery of the new unit, which is estimated at 9 months.

ATTACHMENTS:
Resolution
Memorandum with unit information

City of Willmar

Committee Action Request

Committee Meeting Date:	January 20, 2021	**Agenda Item Number:**	
Agenda Section:	Action Item	**Originating Department:**	Wastewater Department
Resolution	Yes	**Prepared by:**	Sean E. Christensen, P.E. Public Works Director
Ordinance	No	**Reviewed By:**	Brian Gramentz City Administrator
No. of Attachments	2	**Presented By:**	Sean E. Christensen, P.E. Public Works Director
Item:	Adopt the resolution approving the purchase and replacement of a 2020 Sewer Equipment Co. of America 800HPR Eco Truck Mount Jetter in the amount of $240,369.19.		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to adopt the resolution approving the purchase and replacement of a 2020 Sewer Equipment Co. of America 800HPR Eco Truck Mount Jetter in the amount of $240,369.19 with tax and license on the truck chassis to be added at a later date.

OVERVIEW:
Staff is requesting the replacement of the 2011 International Sereco Jetter truck in accordance with the 2021 Wastewater Treatment Capital Outlay Program. This high power sewer flushing unit is a very important piece of equipment for Wastewater and Public Works, requiring immense dependability when needed for sewer back-up and cleaning calls. The pump on the unit has been rebuilt twice and will be again in the near future. Numerous parts on the 2011 unit are becoming obsolete and very hard to find.

The replacement unit is a 2020 Sewer Equipment Co. of America 800HPR Eco Truck Mount Jetter through State Contract No. 175300 from Flexible Pipe Tool Company of Cold Spring, Minnesota. This unit has dual reels, a retractable canopy to protect operators from rain and sun exposure, cold weather water recirculation; and a boiler which delivers hot water to the wash down reel, lateral reel and jetting circuits.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
The purchase of the unit is off state bid pricing.

BUDGETARY/FISCAL ISSUES:
The 2021 Capital Outlay Program includes $255,000 for the purchase of the unit, in the amount of $240,369.19 with approximately $3,000 in tax and license for the truck chassis added at a later date.

ATTACHMENTS:
Resolution
Memorandum with unit information

RESOLUTION NO. ____

A RESOLUTION APPROVING THE PURCHASE OF A 2020 SEWER EQUIPMENT CO. OF AMERICA 800HPR ECO TRUCK MOUNT JETTER IN THE AMOUNT OF $240,369.19.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the purchase of a 2020 Sewer Equipment Co. of America 800HPR Eco Truck Mount Jetter from Flexible Pipe Tool Company of Cold Spring, Minnesota is accepted through State Contract No. 175300 with tax and license to be added at a later date, be it further resolved the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreements with the bidder for the terms and consideration of the contract in the amount of $240,369.19.

Dated this 1st day of February, 2021

_____
Mayor

Attest:

_____
City Clerk

WILLMAR

PUBLIC WORKS

DIRECTOR/CITY ENGINEER
City Office Building
Box 755 320-235-4202
STREET/PARK SUPERINTENDENT
801 Industrial Dr. SW 320-235-3827
WASTEWATER TREATMENT
3000 75th St. SW 320-235-4760
Willmar, Minnesota 56201
Fax 320-235-4917
www.willmarmn.gov

Memorandum

TO: Brian Gramentz, City Administrator

FROM: Sean Christensen, Public Works Director

DATE: January 14Th 2021

RE: Purchase of Truck and High Pressure Sewer Flushing Machine

---

Staff is in the process of proceeding with the purchase and replacement of a truck and high pressure sewer flushing machine in accordance with the 2021 Waste Water Treatment Capital Outlay Program. Please be aware that from time of order placement to delivery of unit is 9 months.

I am requesting approval to replace Unit # 119287 through State Contract # 175300 for the amount of $240,369.19 from Flexible Pipe Tool Company, Cold Spring Minnesota. Please be advised that the 2021 Waste Water Treatment Capital Outlay Program has included $ 255,000.00 for replacement of above stated equipment. Please note that sales tax and license would be added later on the truck chassis portion. Also be advised that Flexible Pipe Tool Company has included $20,000.00 for trade-in of Truck Unit # 119287.

Please let me know if you questions.

gm

WWTP

VEHICLE/EQUIPMENT CHANGE REQUEST FORM

Department Head - I am requesting the following to occur: **Check Applicable Box**

Addition - *(To the overall number of vehicles in our fleet)*:			
Deletion - *(From the overall number of vehicles in our fleet and not to be replaced)*:			
Replacement - *(To be replaced by another vehicle)*:			X
Replacement Adjustment - *(Move a budgeted vehicle to a different year in the schedule)*			
Re-assignment - *(Transfer to another City Dept.)*:			
Fixed Asset Number:			Reminder to Update Plan
Vehicle Number:	119287	**Replacement Cost:**	$ 255,000
Vehicle Year:	2011	**Vehicle Model:**	International Sereco Jettter
Mileage:	21383 OR	**Hours on vehicle:**	3774 hours

(Comments):

Initial

Operator or Supervisor *(comments if applicable)*:

This truck is a VERY important to the city and needs to be dependable, we are starting to have alot of issues

The pump has been rebuilt twice and is looking to be in need again I highly recomend replacement

This machine is used for sewer cleaning and sewer backup calls

Initial GM Gary Manzer

Mechanic *(comments if applicable)*:

This machine is very high maintenance and many of the parts have become obsolete this machine has alot

of moving parts I recomend replacement

Initial KR

X ***APPROVED*** ____ ***DENIED*** ***Vehicle/Equipment Committee*** 8-11-2020 *Date*

X ***APPROVED*** ____ ***DENIED*** Brian Gramentz *City Administrator* 12-16-2020 *Date*

This document was last reviewed and approved on April 18, 2014

2011 International Jetter Truck

Unit # 119287

FLEXIBLE PIPE TOOL COMPANY

Sewer Cleaning and Inspection Equipment - Sales and Service

22606 186th Avenue Cold Spring, MN 56320
Phone: 320-597-7552 Fax: 320-597-7882 Toll Free: 800-450-6969

Date: January 5, 2021

To: Gary Manzer
City of Willmar
Public Works
801 HWY 40
Willmar, MN 56201

From: *Mark Brinker*

We are pleased to submit the following quotation. All prices are subject to immediate acceptance. Clerical errors are subject to correction. All agreements are contingent upon fires, accidents, labor difficulties and causes beyond our reasonable control. No statement, contract or order will be binding on the Company unless made or approved on behalf of the Company by one of its officers.

One (1) 2020 Sewer Equipment Co. of America 800HPR Eco Truck Mount Jetter per MN State Equipment contract #175300

1.0	Unit base price	$	122,252.00
2.9	Drain valves on water pump	$	170.00
3.1	25' Leader Hose	$	390.00
3.6	Automatic Levelwind w/up and down action	$	7,022.00
3.7	Hydraulic pressure gauge	$	329.00
3.10	Upgrade to 1000' hose capacity	$	2,751.00
3.11	1" x 2500 PSI x 900' Sewer hose assembly installed	$	3,760.00
4.11	50' Washdown system with retracable reel	$	1,391.00
4.17	Fill Hose storage rack	$	222.00
4.21	Fixed overhead canopy (painted to match truck)	$	709.00
5.3	Stainless Steel skirting and aluminum tool boxes (5)	$	6,976.00
5.56	Roll out root cutter maintenance box	$	2,530.00
6.20	Pump compartment light	$	223.00
6.21	Flood lights installed in work area (2)	$	944.00
6.22	LED Flasher (8) *mounted in customer location*	$	2,800.00
6.24	LED Arrow stick, mounted on rear of unit	$	1,118.00
6.3	Wireless remote	$	7,569.00
6.31	Blue Paint	$	698.00
6.33	Rear gauge cluster	$	1,110.00
6.34	Back-up camera system with 7" monitor	$	1,163.00
6.41	Non stock chassis mounting alterations	$	3,714.00
8.1	Freight charge	$	1,500.00
2.2	Cold weather recirculation		Standard
4.1	25' fill hose with couplings		Standard
4.2	Strainer between water tanks and water pump		Standard

4.3	Water level sight tubes		Standard
4.4	LED water level indicator		Standard
4.6	Stainless steel ball float at tank top fill port		Standard
4.7	Tank drain		Standard
4.8	Washdown gun		Standard
4.9	1500 gallon water tank, Duraprolene		Standard
4.1 0	Air purge valve		Standard
6.1	Lighted NEMA-4 control panel		Standard
6.2	Tachometer		Standard
6.3	Hour meter		Standard
6.4	Mounting to approved chassis		Standard
6.5	Mud Flaps		Standard
6.6	Rear bumper		Standard
6.7	Hitch reciever		Standard
6.8	LED D.O.T. lighting		Standard
6.9	BB hose guide		Standard
6.1 0	Tri-Star nozzle		Standard
6.11	DD high flow nozzle		Standard
6.12	Finned nozzle extention		Standard
6.13	Nozzle rack		Standard
6.14	Upstream pulley guide		Standard
6.15	Paper operator owners manual		Standard
6.16	Delivery and operator training		Standard
6.17	Dual water tank fill *(driver or curb side)*		Standard
Automatic	Magnet Manhole Lifter	$	8,400.00
GFR-C	Gofer Root Saw Master Kit	$	2,124.00
	Subtotal	$	179,865.00
	2021 International MV607 chassis		$80,504.19
	MN State Sales Tax		**Exempt**
	Current Sreco Truck Jet Trade (deduct)	**$**	**(20,000.00)**
	Total:	**$**	**240,369.19**

By: *Mark Brinker*
Flexible Pipe Tool Company

Authorized Signature Title

City of Willmar

2020-21

Price quote for: **HIGH PRESSURE WATER JETTER TRUCK MOUNTED**

Vendor Name	Flexible Pipe Tool Company
Contact Person	Shane Smetana
Street Address	22606 186th Avenue
PO Box	
Vendor Name	Flexible Pipe Tool Company
City. State, Zip	Cold Spring, MN 56320
Phone #	320-597-7552
Toll Free #	800-450-6969
Fax #	320-597-7882
Email Address	shane@flexiblepipetoolco.com

Make & Model Sewer Equipment 800-HPR ECO

Spec #	Description	Qty	Price	Subtotal
1.0	**Price for base unit:** Base price includes all options listed as "standard".		$ 122,252.00	$ -
2.0	**Pump Options**			
2.1	Giant water pump, 65 GPM @ 2000 PSI		Standard	
2.2	Cold weather recirculation		Standard	
2.3	Upgrade pump to 80 GPM @ 2000 PSI Gaint pump		$ 9,706.00	$ -
2.4	Upgrade pump to 80 GPM @ 2500 PSI		$ 10,848.00	$ -
2.5	Upgrade pump to 55 GPM @ 3000 PSI (3000PSI hose required)		$ 8,829.00	$ -
2.6	Substitute 65 GPM @ 2500 PSI single piston water pump		$ 22,156.00	$ -
2.7	Substitute 80 GPM @ 2500 PSI single piston water pump		$ 30,603.00	$ -
2.8	Accumulator for single piston pump		$ 3,251.00	$ -
2.9	Drain valves installed on water pump		$ 170.00	$ -
3.0	**Hose and Reel Options**			
3.1	10' leader hose		Standard	
3.2	Hydrualically powered rotating hose reel		$ 6,328.00	$ -
3.3	Digital "Smart Counter" footage meter		$ 3,103.00	$ -
3.4	Footage Meter mounted on jet hose reel		$ 787.00	$ -
3.5	Footage counter on manual level wind (N/A with auto level wind)		$ 834.00	$ -
3.6	Automatic level wind with hydraulic up/down action		$ 7,022.00	$ -
3.7	Hydraulic pressure gauge		$ 329.00	$ -
3.8	Hydraulic manifold reel control (standard with master pendant option)		$ 1,087.00	$ -
3.9	Hydraulic tool circuit rated at 9.5 GPM		$ 2,124.00	$ -
3.10	Upgrade to 1000' hose capacity		$ 2,751.00	$ -
3.11	Sewer Hose 1", 2500 PSI (PRICED PER FOOT)		$ 4.70	$ -
3.12	Sewer Hose 1", 3000 PSI (PRICED PER FOOT)		$ 5.64	$ -
3.13	Sewer Hose 3/4", 2500 PSI (PRICED PER FOOT)		$ 4.27	$ -
3.14	Sewer Hose 3/4", 3000 PSI (PRICED PER FOOT)		$ 4.62	$ -
3.15	Sewer Hose 5/8", 4000 PSI (PRICED PER FOOT)		$ 4.34	$ -
3.16	Sewer Hose 1/2", 4000 PSI (PRICED PER FOOT)		$ 4.15	$ -
3.17	Dual hose reels (second reel capacity as follows: 400' x 3/4", 700' x 5/8" or 900' x 1/2") does include hose		$ 9,168.00	$ -
3.18	Automatic level wind with hydraulic up/down action on both reels		$ 12,156.00	$ -
3.19	Digital "Smart Counter" footage meter for dual reel units		$ 4,427.00	$ -

STATE OF MINNESOTA

Vendor Name	Flexible Pipe Tool Company
Contact Person	Shane Smetana
Street Address	22606 186th Avenue
PO Box	
Vendor Name	Flexible Pipe Tool Company
City. State, Zip	Cold Spring, MN 56320
Phone #	320-597-7552
Toll Free #	800-450-6969
Fax #	320-597-7882
Email Address	shane@flexiblepipetoolco.com

Make & Model Sewer Equipment 800-HPR ECO

Spec #	Description	Qty	Price	Subtotal
4.0	**Water system options**			
4.1	25' fill hose		Standard	
4.2	Strainer between water tank and water pump		Standard	
4.3	Water level sight tube on street side and curb side		Standard	
4.4	LED water level indicator		Standard	
4.5	2.5" fill connection on street side and curb side		Standard	
4.6	Stainless steel ball float at tank top fill port		Standard	
4.7	Tank drain on street side and curb side		Standard	
4.8	Wash down gun with 1/2" x 25' hose		Standard	
4.9	1500 gallon Duraprolene water tank		Standard	
4.10	Air purge valve		Standard	
4.11	50' washdown system with retractable reel		$ 1,391.00	$ -
4.12	Decrease water tank to 1000 gallons		$ 1,365.00	$ -
4.13	Upgrade to 2000 gallon Duraprolene water tank		$ 6,214.00	$ -
4.14	Upgrade to 2500 gallon Duraprolene water tank (requires tandem axle chassis)		$ 19,879.00	$ -
4.15	Upgrade to 3000 gallon Duraprolene water tank (requires tandem axle chassis)		$ 22,985.00	$ -
4.16	Upgrade to 10' X 6' low profile 1500 gallon water tank		$ 19,901.00	$ -
4.17	Fill hose storage rack		$ 222.00	$ -
4.18	Tank access ladder		$ 906.00	$ -
4.19	Air purge system (powered by chassis)		$ 1,430.00	$ -
4.20	Spray bar (front frame mounted)		$ 1,343.00	$ -
4.21	Fixed overhead canopy (to match shroud)		$ 709.00	$ -
4.22	400,000 BTU boiler		$ 10,892.00	$ -
5.0	**Tool box options**			
5.1	Steel skirting and steel tool boxes (5)		$ 5,434.00	$ -
5.2	Steel skirting and aluminum tool boxes (5)		$ 5,890.00	$ -
5.3	Stainless steel skirting and aluminum tool boxes (5)		$ 6,976.00	$ -
5.4	Skirting only (no tool boxes)		$ 1,527.00	$ -
5.5	Long handled tool storage (Two 4" cubes)		$ 696.00	$ -
5.6	Roll out root cutter maintenance box		$ 2,530.00	$ -
6.0	**Other options**			
6.1	Lighted, NEMA-4 control panel		Standard	
6.2	Tachometer		Standard	
6.3	Hour meter		Standard	
6.4	Mounting to approved chassis		Standard	
6.5	Mud flaps		Standard	
6.6	Rear bumper		Standard	
6.7	Hitch receiver		Standard	
6.8	LED D.O.T. lightinh		Standard	
6.9	BB hose guide		Standard	
6.10	Tri-Star (chisel point) nozzle		Standard	
6.11	DD (high flow nozzle)		Standard	
6.12	Finned nozzle extension		Standard	
6.13	Nozzle rack		Standard	
6.14	Upstream pulley guide		Standard	
6.15	Paper operator/owner's manual		Standard	
6.16	Painted steel shroud		Standard	
6.17	White paint		Standard	
6.18	Deduct to remove 80,000 BTU compartment heater		$ (1,055.00)	$ -
6.19	Upgrade to aluminum shroud		$ 12,157.00	$ -
6.20	Engine/water pump compartment light		$ 223.00	$ -
6.21	LED flood light		$ 472.00	$ -
6.22	LED flasher		$ 350.00	$ -
6.23	LED strobe light		$ 550.00	$ -
6.24	LED arrow stick		$ 1,118.00	$ -
6.25	LED arrow board		$ 1,328.00	$ -

Vendor Name	Flexible Pipe Tool Company
Contact Person	Shane Smetana
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Vendor Name	Flexible Pipe Tool Company
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Phone #	320-597-7552
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Fax #	320-597-7882
Email Address	shane@flexiblepipetoolco.com

Make & Model Sewer Equipment 800-HPR ECO

Spec #	Description	Qty	Price	Subtotal
6.26	Hand-held wireless rechargeable LED spotlightwith storage bracket		$ 352.00	$ -
6.27	Basic pendant control with 35' cord (With hose reel F-N-R control and kill switch) Includes manifold hydraulics		$ 2,550.00	$ -
6.28	Standard pendant control with 35' cord (With hose reel F-N-R control, throttle up/down, and kill switch) Includes manifold hydraulics		$ 3,436.00	$ -
6.29	Master pendant control with 35' cord (With hose reel F-N-R control, variable speed control, throttle up/down, water on/off, and kill switch) Includes manifold hydraulics		$ 4,178.00	$ -
6.30	Wireless remote control pendant (With hose reel F-N-R control, throttle up/down, water on/off, and kill switch) Includes manifold hydraulics		$ 7,569.00	$ -
6.31	All other solid colors (except metallic colors)		$ 698.00	$ -
6.32	Deduct for hydrostatic front crankshaft direct drive		$ (1,055.00)	$ -
6.33	Rear Gauge Cluster (volts, water temp, oil pressure) Option requires chassis to be provided with either an SAE J1939 interface (multiplex systems) or engine access for analog gauge senders.		$ 1,110.00	$ -
6.34	Rear backup camera system with 7" monitor in cab		$ 1,163.00	$ -
6.35	Hitch - Reese style (10,000 LBS maximum load) with cab mounted brake controller and 7 pin receptical		$ 797.00	$ -
6.36	Combination heavy duty ball hitch (20,000 LBS maximum load) with cab mounted brake controller and 7 pin receptical		$ 1,131.00	$ -
6.37	Six (6) 18" D.O.T. safety cones and holder		$ 426.00	$ -
6.38	Additional paper operator's maual		$ 84.00	$ -
6.39	CD-ROM operator's manual		$ 62.00	$ -
6.40	Polar pack insulation system		$ 6,386.00	$ -
6.41	Non stock chassis mounting alterations		$ 3,714.00	$ -
7.0	**Performance options**			
7.1	Seven (7) year warranty on duraprolene water tank		standard	
8.0	**Delivery starting point**			
	On Line Below DELIVERY STARTING POINT - City, State, Zip			
8.1	Delivery price per loaded mile		$ 4.25	
	Dixon, IL 61021			
9.0	**Suggested truck chassis NA**			
10.0	**Equipment inspection and Repair**			
10.1	Rate for Initial Inspection/Diagnostics		NO CHARGE	
10.2	Rate for Mechanical Work (per hour)		$ 100.00	$ -
11.0	**EXTENDED WARRANTY OPTIONS**			
	(Specify years, miles or hours extended term covers.)			
11.1	Upgrade to ten (10) year warranty on 1500 gallon duraprolene water tank		$ 2,468.00	$ -
12.0	**New Equipment Rental Program NA**			
	DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES NA			
			Total Cost	**$ -**

Admin Minnesota

Office of State Procurement

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

CONTRACT RELEASE: W-196(5)

DATE: MAY 15, 2020

PRODUCT/SERVICE: WATER JETTERS: HIGH PRESSURE VACUUM AND HYDRO EXCAVATION UNITS

CONTRACT PERIOD: APRIL 1, 2020, THROUGH MARCH 31, 2021

EXTENSION OPTIONS: UP TO 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): MICHAEL SUTTON

PHONE: 651.201.3170 **E-MAIL:** michael.sutton@state.mn.us **WEB SITE:** www.mmd.admin.state.mn.us

NOTIFICATION OF MULTIPLE AWARDS

This release contains multiple awards for similar or like items. State agencies and CPV members should review and compare all multiple award Contract Vendors in order to ensure the best value for their potential purchase. Factors such as, but not limited to, cost, equipment warranty terms, vendor location, delivery lead times, available substitutes, selected options and current fleet and equipment or parts inventory levels all may contribute to the total cost/value of an individual purchase. Multiple vendors may be able to satisfy the requirements of the purchaser and therefore it is important for the purchaser to review all Contracts and Contract prices before executing an order.

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
RJ Sayers is certified as an eligible Veteran-Owned business			
R.J SAYERS DISTRIBUTING 21020 Cambodia Avenue Farmington, MN 55024 **VENDOR NO.**:0000370479-001	**175303** **CONTACT:** Rick Sayers **EMAIL:** rjsayers@frontiernet.net	**NET 30**	**90 DAYS ARO** **PHONE:** 651.460.6101 **FAX:** 651.460.6168
ABM EQUIPMENT & SUPPLY 333 2ND Street Northeast Hopkins, MN 55343 **VENDOR NO.:** 0000281821-001	**175302** **CONTACT:** Scott Reierson **EMAIL:** scottr@abmequip.com	**NET 30**	**5-150 DAYS ARO** **PHONE:** 952.938.5451 **FAX:** 952.938.0159

Contract Release: W-196(5)

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
FLEXIBLE PIPE TOOL COMPANY 22606 186th Ave. Cold Spring, MN 55630 **VENDOR NO.:** 0000248058-001	**175300** **CONTACT:** Shane Smetana **EMAIL:** shane@flexiblepipetoolco.com	**NET 30**	**90-120 DAYS ARO** **PHONE:** 320.597.7552 **FAX:** 320.597.7882
TITAN MACHINERY SHAKOPEE 6340 Co Rd 101E Shakopee, MN 55379 **VENDOR NO.:** 0000251892-001	**175301** **CONTACT:** Andrew Bethel **EMAIL:** andy.bethel@titanmachinery.com	**NET 30**	**1-180 DAYS ARO** **PHONE:** 952.445.5400 **FAX:** 952.445.0365
MACQUEEN EQUIPMENT, INC 1125 7th St E St. Paul, MN 55106 **VENDOR NO.:** 0000198821-001	**175296** **CONTACT:** William McCarthy **EMAIL:** bill.mccarthy@macqueengroup.com	**NET 30**	**60-90 DAYS ARO** **OFFICE:** 651-645-5726
TRENCHERS PLUS, INC. 2309 W Hwy 13 Burnsville, MN 55337 **VENDOR NO.:** 0000209158-001	**175298** **CONTACT:** John Rabideaux **EMAIL:** john@trenchersplus.com	**NET 30**	**45-60 DAYS ARO** **PHONE:** 952.890.6000 **FAX:** 952.890.4563
TWIN STAR EQUIPMENT 495 Maryland Ave. St. Paul, MN 55117 **VENDOR NO.:** 0001017896	**175304** **CONTACT:** Patrick Iwan **EMAIL:** patrick@twinstartruck.com	**NET 30** **PHONE:**	**30 DAYS ARO** 651.829.4547

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

- ☒ State agencies
- ☒ Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

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

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

HOW TO USE THIS MASTER CONTRACT

☑ Step 1: Request a Quote

Request a quote from one of the Contract Vendors listed on this Contract Release. **Note that you should not request a quote from a Contract Vendor whose contract is not fully executed or on a contract that is expired.**

At a minimum the quote must include:

1. Contract vendor's name.
2. Name of contract vendor's representative providing the quote.
3. Date of quote.
4. State Contract Release W-196(5) and Contract number.
5. Detailed description of the Contract product(s) or item(s) being provided. Individual price, quantity and the agreed upon ARO.
6. Detailed description of the products that will be order and the title of the person accepted the order. Price per product ordered and state the agreed upon ARO per order.
7. Total price for all products/items quoted.
8. Expiration date of quote.
9. Delivery charges must clearly state the delivery charge per loaded mile and the delivery starting point. **A flat, fixed price for shipping will not be accepted and the State reserves the right to reject the offer if a price per loaded mile is not included on the Price Schedule.** If delivery is included in product cost, Responder may enter "no charge" or "0.00."

   Mileage distance will be the distance from the delivery starting point to the Customer's delivery point only. Mileage distances will be determined from https://www.google.com/maps or https://www.mapquest.com. The ordering agency may use the Contract Vendor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses. The delivery charge may be a factor in the award.

☑ Step 2: The Ordering Entity is to verify the quote to confirm contract pricing and that the After Receipt of Order (ARO), offered meets the business need.

The contracts under this release contain FIXED and PERCENTAGE DISCOUNT OFF OF LIST pricing. **Detailed Pricing information is available on the MnDOT Contract Specifications Index web page www.dot.state.mn.us/maintenance/equipment/contracts/contracts.html.**

The following information explains the methods for calculating and/or confirming the contract prices.

- For FIXED pricing, the pricing offered must match or be lower than that detailed on this release on the MnDOT web page.
- For PERCENTAGE DISCOUNT OFF OF LIST pricing, calculate the contract price by following these steps:
  1) Locate the appropriate price list using this release and the MnDOT web page.
  2) Calculate the Contract Price by applying the Percentage Discount Off of the Appropriate Price List to the appropriate Price List.
  3) Confirm the price offered is equal to, or lower than, the price calculated in step 2.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and revised by the contract vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing an invoice, inspect the products received to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed on the first page of this Contract Release to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

☑ Step 3: Establish a Purchase Order.

Once the ordering plan has been approved, a purchase order (PO) may be issue before any products is shipped by the Contract Vendor.

State agencies issuing purchase orders should use a Contract Release Order (CRO) or a Blanket Purchase Order (BPC).

☑ Step 4: Paying the final Invoice

Before issuing payment on an invoice, the Ordering Entity must inspect the contract products to ensure they match both the terms and pricing on the contract. Only accept invoices from Contract Vendors that itemized contract products and delivery charges as stated in the Special Terms. Lump sum prices must be rejected and reworked by the Contract Vendor to show itemized State contract pricing. The invoice must include enough detail for the Ordering Entity to verify that the products were delivered on the invoice have been provided.

The Contract(s) pricing structure is a PERCENTAGE DISCOUNT OFF OF LIST PRICE. To calculate the Contract Price, follow the processes provided in Step 2 above.

Note that the delivery method (Drop Ship or Inside Delivery) must be stated on the invoice.

END OF HOW TO USE THIS MASTER CONTRACT INSTRUCTIONS

SPECIAL TERMS AND CONDITIONS

SCOPE. The purpose of the contract is to provide a source for High Pressure Water Jetters and Sewer Vac/Hydro Excavation Units, which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) member on an as needed basis.

PRICES. Pricing information is available on the MnDOT web page http://www.dot.state.mn.us/maintenance/fleet.html Select the 'Visit current list of Equipment contracts' link. Fixed prices are firm for the initial term of the Contract. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

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

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

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

INSTALLATION SERVICES. Unless otherwise called for on the Price Schedule, vendors MAY NOT add costs for installation services. Prices offered for attachments must include everything needed so unit is complete and ready to use by the operator from the cab and must include all installation/mounting costs. All options must include installation.

EQUIPMENT ORIENTATION. The cost of the equipment includes equipment orientation to the Customer. Orientation includes but is not limited to, equipment operating instructions, mounting, removal, operating and safety instructions. If requested by the State, the Contract Vendor will provide the orientation before the purchase of equipment will be considered complete. No additional orientation or training fees may be charged to the Customer.

EQUIPMENT LITERATURE. Upon request by a State agency or CPV member, the Contract Vendor shall provide equipment literature at no cost.

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

The Contract Vendor shall be the single contact through which Customers will arrange warranty work that is still covered under the original manufacturer's warranty on the equipment that is purchased. The Customer reserves the right to require the work to be subcontracted if it facilitates and expedites the completion of the repair. All costs will be borne by the Contract Vendor on warranty repairs. All warranty work must be done within the state of Minnesota unless mutually agreed by the Customer and the Contract Vendor.

NEW EQUIPMENT FOR RENT PROGRAM. The Contract Vendor may offer new equipment for rent if the equipment is the same make and model on contract. The Contract Vendor agrees to accept a State agency or CPV member purchase order and will not require the State agency or CPV member to sign a rental agreement. The Contract Vendor retains the title of the equipment during the rental term. The Contract Vendor will provide the Customer with the make, model and VIN number and equipment replacement value prior to delivery. State agencies will provide the Contract Vendor with proof of property insurance on the equipment during the rental term. CPV members should follow their local requirements for property insurance on un-owned equipment.

If approved by the Contract Vendor, the routine and daily maintenance will be performed by the Customer as defined and required according to the Original Equipment Operator's (OEM) manual, as long as doing so does not void the OEM's warranty. Oil and lube changes will be accomplished by the Customer at the required intervals as stated in the OEM manual. All oil and filters must be provided by the Contract Vendor during the rental term. If the Contract Vendor does not approve the Customer for routine and daily maintenance, the Contract Vendor must make the arrangements and bear all costs for the routine and daily maintenance including any equipment moves from or to the Customer location. **The customer will not be responsible and will not pay any rental costs when the equipment is non-operational or away from their site for repairs or routine maintenance.**

During the rental term, any warranty repairs needed due to OEM warranty requirements or equipment failures will be the responsibility of the Contract Vendor including all transportation and costs. The location of where the repairs will occur will be mutually agreed by the Customer and the Contract Vendor.

If the Customer damages the equipment through negligence, the Customer will be responsible for the repairs. The location of where the repairs will occur will be mutually agreed by the Customer and the Contract Vendor. The Customer will only be responsible for actual, verifiable repair costs.

If mutually agreed, the rental term may exceed the term of the Contract providing the purchase order is issued, and the rental term begins, prior to the end of the Contract term. The rental term cannot go past the State Fiscal Year end date (June 30th) after the Contract term has ended. If the Customer desires to purchase the rental equipment, it must be purchased prior to the end of the term of the Contract.

The Contract Vendor will pay all costs associated with replacing or swapping out the equipment.

PURCHASE OF RENTED EQUIPMENT. If there are options for the Customer to purchase rented equipment after the equipment has been received and rented, then the final equipment price will be based on the number of engine hours, or miles prior to delivery to the Customer. New rented equipment is defined as rented equipment with zero hours, or miles prior to the delivery to the Customer. Used rental or demo equipment is defined as rental or demo equipment with registered engine hours or miles prior to delivery to the Customer.

PURCHASE NEW RENTED EQUIPMENT. New rented equipment is defined as new equipment with zero engine hours, or miles prior to the delivery to the Customer and rented by the Customer prior to purchase. If there is an option to purchase new rental equipment, and if included on the Price Schedule, the Contract Vendor will indicate the percentage of the rental price paid to be applied to the final purchase price. This percent will be deducted from the contracted price for the equipment.

RENTAL RETURN OR DEMO EQUIPMENT FOR SALE. During the term of the Contract, if a Contract Vendor owned rental return or demo equipment becomes available for purchase and the equipment is currently on contract, the equipment may be purchased by the Customer.

The remaining manufacturer's warranty shall be transferred to the new owner. The Contract Vendor should consider all associated costs involved if the rental or demo owned equipment is purchased and no additional interest or finance charges will be allowed if purchase occurs. The final equipment price will be based on the price deduction per used hour or mile offered from the current State Contract base price.

Used equipment that has been purchased by a Contract Vendor customer, whether the purchase was made under the Contract or not, and has been returned to the Contract Vendor is not part of this Solicitation and may not be offered. Customers must acquire used equipment according to their local purchasing requirements.

The equipment shall not be older than two years from the manufactured date and the remaining manufacturer's warranty shall be transferred to the new owner. The price will be based on the price deduction per used hour offered from the current State Contract base price. The Contract Vendor should have considered all associated costs involved if the rental or demo owned equipment is purchased and no additional interest or finance charges will be allowed if purchase occurs.

EQUIPMENT SPECIFICATIONS. All equipment contracted will meet the specifications as defined. All optional equipment ordered must be OEM unless otherwise stated.

It is agreed that any equipment delivered that fails to meet the specifications will be replaced or brought up to specification at no additional expense to the Customer and that all equipment quoted will comply with the State and federal regulations in effect at the date of manufacture. Any exceptions from specifications must be clearly indicated by the Contract Vendor, otherwise the offer will be considered in strict compliance.

UNSPSC CODE

40151500	Industrial Pumps
40151700	Pump Parts and Accessories
78111808	Equipment Rental

REVISIONS.

WATER JETTERS: HIGH PRESSURE VACUUM AND HYDRO EXCAVATION UNITS

W-196(5) EQUIPMENT LIST

Detail pricing information is available on the MnDOT web page.
Go to: **http://www.dot.state.mn.us/maintenance/fleet.html**
Select the **"Visit current list of equipment contracts"** to access the contract index.

ABM Equipment – Contract 175302

Brand:	Model:	
VAC-CON		
	V290 Single Engine Fan	Collection/Jetter Truck
	V290 Twin Engine Fan	Collection/Jetter Truck
	V250CB Twin/Single Engine Fan	Collection Truck
	VX390 LH/800 Truck	Vac/Hydro Excavation
	V230 Single Engine Fan	Vac/Hydro Excavation
	PD3590H Twin Engine PD	Collection/Jetter Truck
	PD3590HN Single Engine PD	Collection/Jetter Truck
Vector	Vector VJ300	Jetter Skid/Trailer
	Vector VJ500	Jetter Skid/Trailer
	Vector VJ700	Jetter Skid/Trailer
	Vactor NP500	Jetter Skid/Trailer
	MS500	Vacuum/Hydro Excavation Truck

Titan Machinery Shakopee – Contract 175301

Brand:	Model:	
Vacall	AJ16	Jetter
	AE1010	Hydro EX
	AE1213	Hydro EX
	AE1013	Vacall
	AJV610	Combination Jetter vac
	AJV810	Combination Jetter vac
	AJV812	Combination Jetter vac
	AJV1010	Combination Jetter vac
	AJV1015	Combination Jetter vac
	AJV1215	Combination Jetter vac
	AJV1515	Combination Jetter vac
	AC10	Catch Basin
	AC13	Catch Basin
	AC16	Catch Basin
	Chassis Pricing	

RJ Sayers – Contract 175303

Brand:	Model:
RJ Sayers	HydroSnake Tm207041 Jetter Self Propelled

Trenchers Plus, Inc. – Contract 175298

Brand:	Model:	
Ring-O-Matic	275 Hydro Excavation	Trailer/Skid
Ring-O-Matic	550 HiCFM	Hydro Excavator Trailer/Skid
Ring-O-Matic	850 HiCFM	Hydro Excavator Trailer/Skid
Ring-O-Matic	2000 Vac Extreme II	Hydro Excavator Trailer/Skid
Ring-O-Matic	3000 Vac Extreme II	Hydro Excavator Trailer/Skid

Twin Star Equipment – Contract 175304

Brand:	Model:
Super Jet	Jetter Truck
Camel Max 900	Collection/Jetter Truck
Camel Max 900	Collection
Mud Dog 1200	Vac Hydro Truck

Flexible Pipe – Contract 175300

Brand:	Model:	
Advance Pump& EQ	Versa-Vac 500PD Hydro Trailer/Skid	
Sewer Equipment	747-FR2000 ECO	Jetter Trailer/Skid
	747-FR2000 TV ECO	Jetter Trailer/Skid
	800-H ECO	Jetter Truck Mounted
	800-HPR-ECO	Jetter Truck Mounted
	800-HPRTV ECO	Jetter Truck Mounted
	900 ECO 12 Yard	Collection/Jetter Truck
	JAJ-600SK	Jetter Trailer/Skid
	JAJ-600WH	Jetter Trailer/Skid
RamVac	2000	Trailer/Skid
	HX-3 Hydro	Trailer/Skid
	HX-6 Hydro	Truck Mounted
	HX-9 Hydro	Truck Mounted
	HX-12 Hydro	Truck Mounted
	HX-12-27 Hydro	Truck Mounted
Flexible Pipe	444 Series 2	Rodder Truck
	866 Series 2	Rodder Truck
O'Brien	3518-SC Jetter	Trailer/Skid
	7040-SC Jetter	Trailer/Skid
HiVac/Aquatech	Aquatech B6	Collection/Jetter Truck
	Aquatech B10	Collection/Jetter Truck
	Aquatech B15	Collection /Jetter Truck
	Aquatech F10	Collection/Jetter Truck
	Aquatech F15	Collection/Jetter Truck
	Aquatech SJ-1500	Jetter Truck
Pacific Tek		
	PV250 Hydro	Excavation Skid Mounted **NEW**
	PV350 Hydro	Excavation Skid Mounted
	PV-500 Hydro	Excavation Trailer
	PV-800 Hydro	Excavation Trailer **NEW**
	PV-100 - PT1000	Exercisers

Contract Release: W-196(5)

MacQueen – Contract 175296

Brand:	**Model:**	
Vactor T-SK	Water Jetter Trailer	
	2100I Rodder	
	2100I Collection Basin	
	iMPAC Combo	Collection/Jetter
	RamJet	Jetter Truck
	TruVac HXX	Hydro Excavation Truck
	Prodigy Hydro Excavation Truck	
	Paradigm	Hydro Excavation Truck
	Truvac Wolf	Hydro Excavation Truck
	TruVac Coyote	Hydro Excavation Truck
Hurco	SD400 Receiver	Exerxiser Skid/Trailer

SEWER EQUIPMENT CO. of AMERICA

MODEL 800 SERIES IV

BEST PRODUCTS, BEST LOCAL SUPPORT

SEWER EQUIPMENT CO. of AMERICA

MODEL 800 SERIES IV TRUCK JET

The Model 800 from Sewer Equipment CO. of America has been the gold standard of the truck jet industry for decades. While other manufacturers have imitated the design, none have equaled the productivity, reliability, flexibility and safety of the Model 800.

Sewer Equipment is proud to announce the latest evolution of this proven design: the *Model 800 Series IV*. With a host of new features and options, the bar has been raised once again.

- REAR DOOR CLOSES AFTER EXTENDING THE JET REEL FOR MAXIMUM HEAT RETENTION
- COLD WEATHER WATER RECIRCULATION AT ANY ROAD SPEED
- BOILER DELIVERS HOT WATER TO WASHDOWN REEL, LATERAL REEL AND JETTING CIRCUITS
- RETRACTABLE CANOPY PROTECTS OPERATORS FROM RAIN AND SUN EXPOSURE
- TRIPLEX OR SINGLE PISTON WATER PUMP AVAILABLE
- DUAL REELS ALLOW FOR 1" OR 3/4" PRIMARY REEL WITH 5/8" OR 1/2" SECONDARY REEL
- WATER CAPACITIES FROM 1000 TO 4500 GALLONS

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FINANCE COMMITTEE

MINUTES

The Finance Committee Meeting of the City of Willmar met at 5:00 p.m. on Monday, January 21, 2021, via TeleConference.

Present:	Audrey Nelsen	……..	Chairman
	Rick Fagerlie	……..	Member
	Andrew Plowman	……..	Member
	Julie Asmus	……..	Member

Others on the teleconference: City Administrator Brian Gramentz, Finance Director Steve Okins, City Clerk Judy Thompson, and West Central Tribune Journalist Shelby Lindrud.

Item No. 1 Call to Order

The meeting was called to order at 5:00 p.m.

Item No. 2 Roll Call

Roll-call was taken with the following members present: Chair Audrey Nelsen, Councilmember Rick Fagerlie, Councilmember Julie Asmus, and Councilmember Andrew Plowman.

Item No. 3 Action Items

Election of Officers

Councilmember Andrew Plowman moved to nominate Audrey Nelsen as Chair of the Finance Committee with Councilmember Rick Fagerlie seconding the motion. Chair Nelsen asked if there were any other nominations and, hearing none, the motion to nominate Audrey Nelsen as Chair passed on a roll-call vote of 4 Ayes and 0 Nays.

Councilmember Julie Asmus moved to nominate Rick Fagerlie as Vice-Chair of the Finance Committee with Councilmember Andrew Plowman seconding the motion. Chair Nelsen asked if there were any other nominations and, hearing none, the motion to nominate Rick Fagerlie as Vice-Chair passed on a roll-call vote of 4 Ayes and 0 Nays.

Set Meeting Date and Time - Resolution

Chair Nelsen explained that there was a proposal to have the Finance Committee and the Public Works/Safety Committee meet on the same night with Public Works/Safety starting at 4:30 p.m. and Finance following at 5:45 p.m.

It was moved by Councilmember Plowman, seconded by Councilmember Asmus, and passed to set the Finance Committee Meetings for 5:45 p.m. on the Thursday following each Council Meeting.

Acknowledge 3rd and 4th Quarter Donations – Resolution

Staff explained that the City regularly receives donations and, pursuant to Council action on March 7, 2016, which established a donation protocol that allows staff to promptly send a thank you

letter and to have the Council formally approve the donations received, the list of donations during the third and fourth quarter of 2020 is as follows:

$69,825.00	Glacial Ridge Curling – Architectural Services for new Curling Facility
$ 1,000.00	Samah Home Health Care – Police Explorers & Emergency Response Team
$ 500.00	Ryane Clark Fund – Police Explorers Program
$11,000.00	Healthy Together Willmar – Main Street Artist Installation
$ 2,250.00	Willmar Hockey Association – Cardinal Arena Shooting Cage
$ 2,250.00	Willmar Hockey Boosters – Cardinal Arena Shooting Cage
$ 1,119.20	Kiwanis of Willmar – Rau Park Sign (David Rau Memorial)
$ 150.00	New London American Legion/Ryane Clarke Memorial – Police Explorers
$ 100.00	Roma Fostervold – Police Explorers and Emergency Response Team
$ 50.00	Norman and Patricia Baker – Police Explorers Program
$ 700.00	Beverly Falk – Fire Department Safety Equipment
$ 1,000.00	UCARE – Willmar Community Center
$ 500.00	Frances Hendershott – Police Explorers and Emergency Response Team

Pursuant to a question from Councilmember Asmus, Chief Felt will be contacted for clarification on the Police Explorer Fund and the Community Emergency Response Fund donations received.

It was moved by Councilmember Fagerlie, seconded by Councilmember Plowman and passed to recommend a Resolution formally approving the donations for July 1, 2020, through December 31, 2020.

Amend Deferred Special Assessment - Resolution

Staff explained that pursuant to Willmar Municipal Code, Chapter 5, Article V, Special Assessments, and the City's Comprehensive Assessment Policy which offers the option to defer special assessments to senior citizens, disabled, or active military deferrals meeting certain income guidelines, the 2019 Street and Other Improvement project received one qualifying application: Shirley Nelson, 2413 19th Avenue SW, Willmar, MN, Parcel 95-921-5430, for $3,600. This item was approved by Council on November 16, 2020, as Resolution No. 2020-152 in the amount of $3,600.00; however, the correct amount should have been $4,050.00.

It was moved by Councilmember Fagerlie, seconded by Councilmember Asmus, and passed to recommend a resolution amending the total amount originally deferred of $3,600.00 on Resolution No. 2020-152 for the special assessment for Senior Citizens, Disabled, or Active Military under the 2019 Street and Other Improvement Project for Parcel 95-921-5430 owned by Shirley Nelson, to the new corrected amount of $4,050.

<u>Item No. 4</u> <u>Discussion Items for the Council</u>

City Hall/Community Center Financing

City Administrator Gramentz reported that discussions continue regarding the two different options for a City Hall/Community Center project. The Architect and Construction Manager Contracts were placed on hold due to COVID concerns. Willmar 10 has contacted the City offering an

alternative. Both parties are putting together preliminary cost estimates for both sites – the Community Center and JC Penney area of the Mall. We are at the point where the next steps will result in expenses for the City, which then brings up how the City intends to pay for the project costs. Financing for the project is required to proceed with determining project scope, timeline, location, and other project design details.

The financial issues include: 1) The ability to raise property taxes on citizens and businesses of an estimated 10% to fund bond principal and interest payments for the duration of 20 years. 2) The ability to fund the Community Center for $2 million from the local option sales tax program as it was noted that the current sales tax receipts are close to being enough to finance this portion of the project. The recent $5 million Sales Tax Revenue Bond sale resulted in a low interest rate and a premium which, if calculated for the Recreation Fields, Event Center, and the Community Center, it appears sales tax revenue may be able to fund all three projects. 3) The ability to use fund balances to soften the impact on the property tax increase from an estimated 10% to possibly an 8% increase.

If G.O. Bonding is used, it would be subject to a reverse referendum. An $8 million G.O. Bond would require an approximate $600,000 annual debt payment for 20 years which would require a 10% increase in property taxes. In the discussions with the bond rating agency, a concern regarding City Hall debt was raised. It could result in a down grade of the bond rating of Aa3, which may or may not impact the interest rate of the bond issue. However, this should not be a deterrent to construction of the project as it may have a minimal higher interest rate impact, if any impact at all. There are cities that go into the bond market without any kind of rating.

The City Fund Balance Policy is in compliance with the Governmental Accounting requirements in the use and definition of its various fund balance amounts. These definitions as well as December 31, 2019, balances were reviewed, noting that the use of the Non-spendable and Restricted Fund Balances would not be allowable due to external restrictions of prepaid expenditures, bond documents and/or donated endowments. Use of most of the Committed Fund Balances are certainly allowable by a majority vote of the City Council with the exception of the Community Investment Fund which requires an affirmative vote by seven of the eight councilmembers per Article III of the City Charter.

After considerable discussion, it was moved by Councilmember Fagerlie, seconded by Councilmember Plowman and passed to note that this Committee Action Request was received for information and to request a full council work session be held to discuss the financing options for the City Hall/Community Center Project.

Miscellaneous Information

The Local Option Sales Tax Program Revenues were briefly discussed. Staff suggested Council consider the possibility of officially sending a request to the State Legislature to extend the life of the Local Option Sales Tax Program beyond the originally established 13-year term due to the current pandemic.

Item No. 5 Future Agendas

Future Finance Committee meetings will include discussion on the Purchasing Policy, the Investment Policy, the Fund Balance Policy, Federal Path Local Financing and possible Carris Health Debt Refinancing.

There being no further business to come before the Committee, the meeting was adjourned at 6:30 p.m. by Chair Nelsen.

Respectfully submitted,

Carol Cunningham, Accounting Coordinator

City of Willmar

City Council Action Request

Council Meeting Date:	February 1, 2021	**Agenda Item Number:**	11.A
Agenda Section:	Council	**Originating Department:**	Administration
Resolution	Yes	**Prepared by:**	City Administrator
Ordinance	No	**Reviewed By:**	N/A
No. of Attachments	Two (2)	**Presented By:**	Council Member Nelsen
Item:	Establish the City Council Subcommittee Meeting Dates and Time		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to adopt a resolution to establish the regular meeting dates and time for the Finance Committee of the City Council.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:
The members of the wish to change their meeting date and time to the first and third Thursday following the Council meeting of each month at 5:45 p.m.

OVERVIEW:
On February 19, 2019 the Council passed a resolution reinstating city council subcommittees which included the established regular meeting dates and times for each of the four committees.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
The members of the Finance Committee wish to change their meeting date and time to the first and third Thursday following the Council meeting of each month at 5:45 p.m.

BUDGETARY/FISCAL ISSUES:
NA

ATTACHMENTS:
Resolution

RESOLUTION NO.

ESTABLISH MEETING DATE AND TIME FOR FINANCE COMMITTEE

Motion By: _____ Second By:_____

WHEREAS, the Willmar City Council adopted Resolution 19-034 on February 19, 2019 reinstating City Council subcommittees and establishing the meeting dates and time; and

WHEREAS, the current members of the Finance Committee have decided to change their meeting date.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Willmar, Minnesota, that the regular meeting dates and time for the Finance Committee are the first and third Thursdays of each month, following the Council meeting, starting at 5:45 p.m.

Dated this 1st day of February, 2021

_____
MAYOR

Attest:

_____
CITY CLERK

City of Willmar

City Council Action Request

Council Meeting Date:		**Agenda Item Number:**	11.B .
Agenda Section:	Finance Committee	**Originating Department:**	Finance
Resolution	Yes	**Prepared by:**	Steve Okins, Finance Director
Ordinance	No	**Reviewed By:**	Finance Committee
No. of Attachments	1	**Presented By:**	Councilmember Nelsen
Item:	Resolution to Acknowledge Donations for the Third and Four Quarters of 2020		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to adopt a resolution approving and acknowledging the donations for the third and fourth quarters of 2020.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:
To formally approve and acknowledge the donations for July 1 through December 31, 2020.

OVERVIEW:
The City regularly receives donations and pursuant to former Council action on March 7, 2016, a donation protocol which allows staff to promptly send a thank you letter and formally approve the donations was passed. It is at this time the Council shall receive the resolution accepting the following donations:

$69,825.00	Glacial Ridge Curling – Architectural Services for new Curling Facility
1,000.00	Samah Home Health Carew – Willmar Police Explorers and Area Emergency Response Team
500.00	Ryane Clark Fund – Willmar Police Explorers Program
11,000.00	Healthy Together Willmar – Main Street Second Artist Installation
2,250.00	Willmar Hockey Association – Cardinal Arena Shooting Cage
2,250.00	Willmar Hockey Boosters – Cardinal Arena Shooting Cage
1,119.20	Kiwanis of Willmar – Rau Park Sign (David Rau Memorial)
150.00	New London American Legion (Ryan Clark Memorial) – Willmar Police Explorers Program
100.00	Roma Fostervold – Willmar Police Explorers and Area Emergency Response Team
50.00	Norman and Patricia Baker – Willmar Police Explorers Program
700.00	Beverly Falk – Willmar Fire Department – Safety Equipment
1,000.00	UCARE – Willmar Community Center
500.00	Frances Hendershott – Willmar Police Explorers and Area Emergency Response Team

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
Delay Council action if further information is needed.

BUDGETARY/FISCAL ISSUES:
None

ATTACHMENTS:
Resolution

City of Willmar

Committee Action Request

Committee Meeting Date:	January 21, 2021	**Agenda Item Number:**	
Agenda Section:		**Originating Department:**	Finance
Resolution	Yes	**Prepared by:**	Steve Okins, Finance Director
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	1	**Presented By:**	Steve Okins, Finance Director
Item:	Resolution to Acknowledge Donations for the Third and Fourth Quarters of 2020		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to adopt a resolution to formally approve the donations for July 1, 2020 through December 31, 2020

OVERVIEW:
The City regularly receives donations and pursuant to former Council action on March 7, 2016, a donation protocol which allows staff to promptly send a thank you letter and formally approve the donations was passed. It is at this time the Council shall receive the resolution accepting the following donations:

$69,825.00	Glacial Ridge Curling – Architectural Services for new Curling Facility
1,000.00	Samah Home Health Carew – Willmar Police Explorers and Area Emergency Response Team
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1,000.00	UCARE – Willmar Community Center
500.00	Frances Hendershott – Willmar Police Explorers and Area Emergency Response Team

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
Delay Council action if further information is needed.

BUDGETARY/FISCAL ISSUES:
None

ATTACHMENTS:
Resolution

RESOLUTION NO.

ACKNOWLEDGEMENT OF DONATIONS

Motion By: _____ Second By:_____

WHEREAS, the City of Willmar has received donations which have been acknowledged by the City Administrator expressing the community's appreciation for the time period of July 1, 2020 through December 31, 2020.

$69,825.00	Glacial Ridge Curling – Architectural Services for new Curling Facility
1,000.00	Samah Home Health Carew – Willmar Police Explorers and Area Emergency Response Team
500.00	Ryane Clark Fund – Willmar Police Explorers Program
11,000.00	Healthy Together Willmar – Main Street Second Artist Installation
2,250.00	Willmar Hockey Association – Cardinal Arena Shooting Cage
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50.00	Norman and Patricia Baker – Willmar Police Explorers Program
700.00	Beverly Falk – Willmar Fire Department – Safety Equipment
1,000.00	UCARE – Willmar Community Center
500.00	Frances Hendershott – Willmar Police Explorers and Area Emergency Response Team

NOW, THEREFORE, BE IT RESOLVED by the City Council of Willmar, Minnesota that the City formally accept the donations as listed below:

Dated this 1st day of February, 2021

_____
MAYOR

Attest:

_____
CITY CLERK

City of Willmar

City Council Action Request

Council Meeting Date:	February 1, 2021	**Agenda Item Number:**	11.C.
Agenda Section:		**Originating Department:**	City Clerk
Resolution	Yes	**Prepared by:**	Judy R. Thompson, City Clerk
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	1	**Presented By:**	Finance Chair
Item:	Consideration of Amended Deferred Special Assessments for Senior Citizens, Disabled, or Active Military		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to Adopt an Amended Resolution Deferring Special Assessments for Senior Citizens, Disabled, or Active Military.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:
The Finance Committee recommends a resolution amending the total amount originally deferred of $3,600.00 on Resolution No. 2020-152 for the special assessment for Senior Citizens, Disabled, or Active Military under the 2019 Street and Other Improvement Project for Parcel 95-921-5430 owned by Shirley Nelson, to the new corrected amount of $4,050.00.

OVERVIEW:
Pursuant to Willmar Municipal Code, Chapter 5, Article V, Special Assessments and the City's Comprehensive Assessment Policy which offers the option to defer special assessments to senior citizens, disabled, or active military deferrals meeting certain income guidelines. The 2019 Street and Other Improvement project, received one qualifying application. This item was approved by Council November 16, 2020, as Resolution No. 2020-152 in the amount of $3,600.00. The correct amount should be $4,050.00.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER: N/A

BUDGETARY/FISCAL ISSUES: Additional $450.00

ATTACHMENTS:
Resolution

City of Willmar

Committee Action Request

Committee Meeting Date:	Finance Committee January 21, 2021	**Agenda Item Number:**	
Agenda Section:		**Originating Department:**	City Clerk
Resolution	Yes	**Prepared by:**	Judy R. Thompson, City Clerk
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	1	**Presented By:**	Judy R. Thompson, City Clerk
Item:	Consideration of Amended Deferred Special Assessments for Senior Citizens, Disabled, or Active Military		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to Recommend Council Approve an Amended Resolution Deferring Special Assessments for Senior Citizens, Disabled, or Active Military.

OVERVIEW:
Pursuant to Willmar Municipal Code, Chapter 5, Article V, Special Assessments and the City's Comprehensive Assessment Policy which offers the option to defer special assessments to senior citizens, disabled, or active military deferrals meeting certain income guidelines. The 2019 Street and Other Improvement project, received one qualifying application. This item was approved by Council November 16, 2020, as Resolution No. 2020-152 in the amount of $3,600.00. The correct amount should be $4,050.00.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER: N/A

BUDGETARY/FISCAL ISSUES: Additional $450.00

ATTACHMENTS:
Resolution

RESOLUTION NO.

A RESOLUTION CERTIFYING DEFERRED SPECIAL ASSESSMENTS

Motion By: _____ Second By: _____

WHEREAS, the City Council of the City of Willmar, Minnesota, did order the reconstruction of certain streets during the year 2019 (Project 1901); and

WHEREAS, Minnesota Statutes, Sections 435.193 to 435.195 allows local governments certifying special assessments against municipal properties to defer the payment of that assessment for any homestead property owned by a person 65 years of age or older, retired by virtue of a permanent and total disability; and active military

WHEREAS, certain property owner(s) have made application to the City for delayed payment of tax on special assessments and have met the criteria contained in Minnesota Statutes for said deferment.

NOW, THEREFORE, BE IT RESOLVED by the Willmar City Council that special assessments as hereinafter designated be certified to the County and deferred for the years of 2021 through 2029 with interest at the annual rate of four and three tenths (4.3%) percent.

BE IT FURTHER RESOLVED that the option to defer payments will terminate and all deferred payments and interest become payable if a) the owner dies and the surviving spouse is not eligible; b) the property or a portion of the property is sold, transferred or subdivided; c) the property loses its homestead status; or d) the City determines that to require immediate or partial payment would not create a hardship.

Shirley Nelson 2413 19th Avenue SW Willmar	95-921-5430 Section 21, Township 119, Range 35 ALL THAT PART OF THE NE1/4 OF SW1/4 DESC AS FLWS: COMM AT THE INTERSEC OF N-S CTR LINE OF SD SEC 21 WITH S'LY R-O-W OF TH#23 WH PT IS 79.2' S OF CTR OF SD SEC 21, TH W'LY 1076.5' TO PT OF BEG OF TRACT HEREIN DESC, TH S'LY 150', TH W'LY 100', TH N'LY 150', TH E'LY ON & ALONG S'LY R-O-W TO PT OF BEG.	$4,050.00

This Resolution replaces Resolution No. 2020-152 dated November 16, 2020, in the amount of $3,600.00 and recorded as Document No. 672433 on November 25, 2020, in the Office of County Recorder, Kandiyohi County, Minnesota. The corrected amount should be $4,050.00 as stated in this resolution.

Dated this 1st day of February, 2021.

Attest:

_____
MAYOR

_____
CITY CLERK

City of Willmar

Council Action Request

Council Meeting Date:	February 1, 2021	**Agenda Item Number:**	11.D.
Agenda Section:	Finance Committee	**Originating Department**	City Administrator
Resolution	No	**Prepared by:**	Finance Director
Ordinance	No	**Reviewed By:**	City Administrator
No. of Attachments	2	**Presented By:**	City Administrator
Item:	Identify City Hall/ Community Center Financing		

RECOMMENDED ACTION:
Motion by _____ Second by _____ to select a date to hold a work session to discuss financing of City Hall/Community Center.

.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:
After considerable discussion, the Finance Committee passed a motion to recommend this item be received for information and to request a full council work session be held to discuss the financing options for the City Hall/Community Center Project.

OVERVIEW:
Discussions continue regarding the two different options for a City Hall/Community Center project. The Architect and Construction Manager contracts were placed on hold due to COVID concerns. Willmar 10 have contacted the City offering an alternative. Both parties are putting together preliminary cost estimates for both sites, Community Center and JC Penny. We are at the point where the next steps will result in expenses for the city. Which then brings up how the City intends to pay for the project costs. Financing of the project is required to proceed with determining project scope, timeline, location and other project design details.

Financial Issues are:

1. The ability to raise property taxes on citizens and businesses of an estimated 10% (Bond P+I duration 20 years).
2. The ability to fund the Community Center $2 million from sales tax. The current sales tax receipts are close to being enough to finance the $2 million of the Community Center. The recent $5 million Sales Tax Revenue Bond sale, resulted in low interest rate and a premium, which if calculated for the Recreation Fields, Event Center and the Community Center, sales tax revenue may be able to fund all three projects.
3. The ability to use of Fund Balances to soften the impact on the property tax increase of an estimated 10%, resulting in a smaller property tax increase such as 8%.

If GO Bonding is used, it would be subject to a reverse referendum. An $8 million GO Bond is an approximate $600,000 per year debt payment (for 20 years). That results in the 10% increase in taxes. In the discussions with the Bond rating agency, a concern regarding City Hall debt was raised. It could result in a down grade of the bond rating of Aa3, which may or may not impact the interest rate of the bond issue. This should not be a deterrent to construction of the project as it may have a minimal higher interest rate impact, if any impact at all. There are cities that go into the bond market without a rating.

The City Fund Balance Policy is in compliance with the Governmental Accounting requirements in the use and defining of its different Fund Balance amounts. Those Definitions are as follows:

Non-Spendable – cannot be spent due to (i) not in spendable form, (ii) Legally/Contractually required

Restricted – constraints due to (i) externally imposed by grants, laws, other governmental regulations, (ii) imposed through constitutional provisions or legislation. Examples; Bond and Grants or Tax Increment.

Committed – constraints imposed by formal action of the City Council. Requires City Council formal action to removes or changes the specified use.

Unassigned – funds that have not been assigned, restricted or committed.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

Use of the Non-spendable and Restricted columns would not be allowable due to external restrictions of prepaid expenditures, Bond Documents and or donated Endowments.

Use of most of the Committed amounts are certainly allowable by a majority vote of the City Council, the exception would be the amount of $ 9,839,151 of Community Investment which requires a 7 of 8 affirmative, City Charter Article III requirement, vote of the City Council.

BUDGETARY/FISCAL ISSUES:

1. Community Investment $ 9,839,151, use would require an increase in the Property Tax in order to meet Debt Service payments for the 10 Street Improvement Program Financing that has an outstanding Debt balance of $ 16.783,000.

2. General Fund Working Capital $ 4,000,000 use would require another source to pay bills from January thru June and July thru December due to major revenues of Local Government Aid and Property Taxes being received six months after costs are incurred.

3. General Fund Year 2021 $ 998,614, use would require either a replacement revenue or reduction of proposed Appropriations to maintain a balanced 2021 Proposed Budget.

4. General Fund Self Insurance $ 1,000,000, use would require a re-evaluation of the amount set for General Liability and Property Insurance deductibles.

5. General Fund Employees/Retiree Severances $ 2,174,001, $ 375,820 of retiree's should be reclassified as restricted due to labor contract obligations and the remaining $ 1,798,197 would require Labor agreement amendments.

6. General Fund Emergency Next Year $ 1,000,000 if used, would not be available if an emergency would happen requiring funding or to cover possible Revenue shortfalls, then requiring budgets reductions.

7. General Fund Emergency Current Year $ 1,000,000 if used, would be not be available if an emergency would happen in subsequent years, since 2019 is almost ended.

8. Industrial Development $ 1,000,000 used to cash flow projects until Final Funding can be done due to timing of Permanent Financing can be obtained.

9. Capital Improvements $ 940,969 would partial be available if not spent in 2020 on Capital Projects: auditorium $250,000 from 2019 and $485,000 in 2020.

Any other amounts not addressed above can be discussed and explanations given.

ATTACHMENTS:
Fund Balance Policy
2019 Financial Statement Fund Balance Footnote

City of Willmar

Committee Action Request

Committee Meeting Date:	January 21, 2020	**Agenda Item Number:**	3.E.
Agenda Section:	Action	**Originating Department**	City Administrator
Resolution	No	**Prepared by:**	Finance Director
Ordinance	No	**Reviewed By:**	City Administrator
No. of Attachments	2	**Presented By:**	City Administrator
Item:	Identify City Hall/ Community Center Financing		

RECOMMENDED ACTION:
Motion by _____ Second by _____ to select _____ to finance the proposed City Hall/Community Center project.

OVERVIEW:
Discussions continue regarding the two different options for a City Hall/Community Center project. The Architect and Construction Manager contracts were placed on hold due to COVID concerns. Willmar 10 have contacted the City offering an alternative. Both parties are putting together preliminary cost estimates for both sites, Community Center and JC Penney. We are at the point where the next steps will result in expenses for the city. Which then brings up how the City intends to pay for the project costs. Financing of the project is required to proceed with determining project scope, timeline, location and other project design details.

Financial issues are:

1. The ability to raise property taxes on citizens and businesses of an estimated 10% (Bond P+I duration 20 years).
2. The ability to fund the Community Center $2 million from sales tax. The current sales tax receipts are close to being enough to finance the $2 million of the Community Center. The recent $5 million Sales Tax Revenue Bond sale, resulted in low interest rate and a premium, which if calculated for the Recreation Fields, Event Center and the Community Center, sales tax revenue may be able to fund all three projects.
3. The ability to use of Fund Balances to soften the impact on the property tax increase of an estimated 10%, resulting in a smaller property tax increase such as 8%.

If GO Bonding is used, it would be subject to a reverse referendum. An $8 million GO Bond is an approximate $600,000 per year debt payment (for 20 years). That results in the 10% increase in taxes. In the discussions with the Bond rating agency, a concern regarding City Hall debt was raised. It could result in a down grade of the bond rating of Aa3, which may or may not impact the interest rate of the bond issue. This should not be a deterrent to construction of the project as it may have a minimal higher interest rate impact, if any impact at all. There are cities that go into the bond market without a rating.

The City Fund Balance Policy is in compliance with the Governmental Accounting requirements in the use and defining of its different Fund Balance amounts. Those Definitions are as follows:

Non-Spendable – cannot be spent due to (i) not in spendable form, (ii) Legally/Contractually required

Restricted – constraints due to (i) externally imposed by grants, laws, other governmental regulations, (ii) imposed through constitutional provisions or legislation. Examples; Bond and Grants or Tax Increment.

Committed – constraints imposed by formal action of the City Council. Requires City Council formal action to removes or changes the specified use.

Unassigned – funds that have not been assigned, restricted or committed.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

Use of the Non-spendable and Restricted columns would not be allowable due to external restrictions of prepaid expenditures, Bond Documents and or donated Endowments.

Use of most of the Committed amounts are certainly allowable by a majority vote of the City Council, the exception would be the amount of $ 9,839,151 of Community Investment which requires a 7 of 8 affirmative, City Charter Article III requirement, vote of the City Council.

BUDGETARY/FISCAL ISSUES:

1. Community Investment $ 9,839,151, use would require an increase in the Property Tax in order to meet Debt Service payments for the 10 Street Improvement Program Financing that has an outstanding Debt balance of $ 16.783,000.

2. General Fund Working Capital $ 4,000,000 use would require another source to pay bills from January thru June and July thru December due to major revenues of Local Government Aid and Property Taxes being received six months after costs are incurred.

3. General Fund Year 2021 $ 998,614, use would require either a replacement revenue or reduction of proposed Appropriations to maintain a balanced 2021 Proposed Budget.

4. General Fund Self Insurance $ 1,000,000, use would require a re-evaluation of the amount set for General Liability and Property Insurance deductibles.

5. General Fund Employees/Retiree Severances $ 2,174,001, $ 375,820 of retiree's should be reclassified as restricted due to labor contract obligations and the remaining $ 1,798,197 would require Labor agreement amendments.

6. General Fund Emergency Next Year $ 1,000,000 if used, would not be available if an emergency would happen requiring funding or to cover possible Revenue shortfalls, then requiring budgets reductions.

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9. Capital Improvements $ 940,969 would partial be available if not spent in 2020 on Capital Projects: auditorium $250,000 from 2019 and $485,000 in 2020.

Any other amounts not addressed above can be discussed and explanations given.

ATTACHMENTS:
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2019 Financial Statement Fund Balance Footnote

Governmental Fund Balances Detail:

Fund	Nonspendable	Restricted	Committed	Unassigned
General Fund				
Prepaids/Deposits	$ 261,217	$ -	$ -	$ -
Working Capital	-	-	4,000,000	-
Year 2020	-	-	1,739,084	-
Year 2021	-	-	998,614	-
Retirees Vacation/Sick Leave Held	-	-	196,983	-
Self-Insurance	-	-	1,000,000	-
Petty Cash	-	-	3,850	-
Current Employees Sick Leave	-	-	1,370,202	-
Current Employees Vacation	-	-	427,979	-
Retiree Insurance Buy Out	-	-	375,820	-
Next Year's Budget	-	-	1,000,000	-
Current Year Emergency	-	-	1,000,000	-
Special Revenue Funds				
Industrial Development	-	-	773,447	-
Industrial Development-CP Airport	-	-	17,110	-
Industrial Development-P.I.R.	-	-	1,000,000	-
CVB-Prepaids	7,343	-	-	-
CVB	-	-	298,785	-
CVB-Petty Cash	-	-	50	-
Local Option Sales Tax Projects	-	-	402,773	-
Willmar Municipal Airport	266	-	111,438	-
Library Improvement Reserve	-	-	171,518	-
Willmar Main Street	58	-	15,266	-
Bike Share Program	-	-	9,600	-
Community Investment	-	-	9,839,151	-
Community Investment-PIR	-	-	750,000	-
Public Works Reserve	-	-	255,344	-
Law Enforcement Forfeiture Fund	-	34,905	-	-
Law Enforcement Human Trafficking	-	390	-	-
Law Enforcement Explorer Fund	-	12,013	-	-
Law Enforcement CERT Fund	-	10,504	-	-
Fire Department Explorer Fund	-	6,999	-	-
Debt Service Funds				
Special Assessments Funds	-	6,942,041	-	-
Rice Memorial Hospital	563,396	6,461,773	-	-
Nonmajor Airport Debt Service	183,645	-	-	(1,500)
Nonmajor G.O. Bond R22 Refrigeration	-	146,986	-	-
Tax Increment Bonds	-	49,241	-	-
Capital Projects Funds				
Street Projects	-	-	2,184,706	-
Nonmajor Capital Improvements				
Local Option Sales Tax Projects	-	-	67,489	-
Airport	-	-	154,427	-
G.O. Bond R22 Refrigeration	-	-	366,557	-
Capital Improvements - Other	-	-	940,969	-
Permanent Funds	30,000	2,635	-	-
Totals	**$ 1,045,925**	**$ 13,667,487**	**$ 29,471,162**	**$ (1,500)**

CITY OF WILLMAR
PURCHASING POLICY

Revised: September 16, 2019

GENERAL PHILOSOPHY

The City of Willmar is committed to be responsible, prudent, and wise in spending the taxpayer's funds.

The purchasing policy was developed by the City to be followed and enforced. It is difficult to identify every possible scenario in this document that might be considered prudent or imprudent. In addition, the city is cognizant of the value not only of the following spending policies, but also the public perception of prudence. The City employees should make every attempt to adhere to the policies and exercise good business judgment in spending. It is recognized that even the best policies will need to be revised periodically and modified as needed.

PURCHASING

POLICY:

The City's policy is to purchase goods and services at the most cost effective and competitive rates, yielding the desired service, turnaround and value for the dollar. This practice must ensure the best utilization of funds, vendor selection, and adherence to ethical business practices including integrity, honesty, and avoidance of conflict of interest.

SCOPE:

This policy applies to purchase of goods or services that includes: competitive bidding, vendor selection, signature authority, purchase orders, and coding.

COMPETITIVE BIDDING

The City follows Minnesota State Statute 471.345 Uniform Municipal Contracting Law.

It is not the policy of the City to accept the lowest bidding vendor. The acceptance of the bid may be based on a number of factors, including: Cost, delivery costs, demonstrated working experience in the specific area, past experience with the City, overall quality of work, and in emergency situations.

Exception to this policy may be made in order to maintain continuity of services, their in-depth knowledge of the City's operations or systems, the uniqueness of the services offered, and in emergency situations. Examples include, but not limited to: Auditing Services, Financial Services, Engineering Services, Legal Services, Maintenance

PURCHASE ORDERS & CODING INVOICES

It is a prudent business practice to issue purchase orders prior to the purchase of goods and services. As a practical matter, no purchase orders are required for purchases under $5,000. Purchase orders can only be signed by the authorized individuals as outlined above with their respective signing authority. The City Administrator or their designee may co-sign a purchaser order if the order exceeds the director's authorization level.

Purchase orders are issued by the individual departments and retained by them until the goods and services are received. Upon the receipt of the invoice, the department head will approve the invoice for payment and forward the invoice, along with the purchase order to the Finance Department for processing.

All invoices are required to be coded and signed by the department head, or authorized delegate, before forwarding them to the Finance Department for processing.

NEW VENDORS

Selecting new vendors is at the discretion of the department head. When selecting a new vendor the department head or authorized delegate is required to also obtain an IRS Form W-9 from the vendor. The City requires the IRS Form W-9 before payment can be processed for the vendor.

CITY OF WILLMAR INVESTMENT POLICY

Dated: December 20, 1995
Revised: January 13, 1997
Revised: January 21, 1998
Revised: February 3, 1999
Revised: January 24, 2000
Revised: January 6, 2002
Revised: December 15, 2003
Revised: March 16, 2009
Revised: September 20, 2010
Revised: March 7, 2011
Revised: September 4, 2012
Revised: July 25, 2016
Revised: November 5, 2018

1.0 **Policy:**

It is the policy of the City of Willmar to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statues governing the investment of public funds.

2.0 **Scope:**

This investment policy applies to all financial assets of the City of Willmar. These funds are accounted for the City's **Annual Financial Report** and include:

2.1 **Funds:**

2.1.1 General Fund

2.1.2 Special Revenue Funds

2.1.3 General Debt Service Funds:

2.1.4 Capital Projects Funds:

2.1.5 Enterprise Funds:

2.1.6 Internal Service Funds:

2.1.7 Trust and Agency Funds

3.0 **Prudence:**

Investments shall be made with judgment and care - under circumstances then prevailing - which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 **Objective:**

The primary objectives, in priority order, of the City of Willmar investment activities shall be:

4.1 **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City of Willmar be undertaken in a manner that

seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, **diversification** is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

4.2 **Liquidity:** The City of Willmar investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

4.3 **Return on Investments:** The City of Willmar investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

5.0 Delegation of Authority:

Authority to manage the City of Willmar's investment program is derived from trading resolutions and Minnesota statutes. Management responsibility for the investment program is hereby delegated to the City Finance Director, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to person responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Finance Director. The City Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

6.0 Ethics and Conflicts of Interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decision. Employees and investment officials shall disclose to the City Administrator any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City of Willmar, particularly with regard to the time of purchases and sales.

7.0 Authorized Financial Dealers and Institutions:

The City Finance Director will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security **broker/dealers** selected by credit worthiness who are authorized to provide investment services in the State of Minnesota. These may include **"primary" dealers** or regional dealers that qualify under **Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).** No public deposit shall be made except in a **qualified public depository** as

established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the City Finance Director with a **Notification to Broker and Certification by Broker** pursuant to Minnesota Statute 118A.04.

8.0 Authorized and Suitable Investments

Minnesota Statutes, Section 118A.04, Subdivision 1 through Subdivision 7, lists all permissible investments for municipalities. This list established the maximum investments risk permitted for a Minnesota municipality. The City of Willmar will not authorize its employees to invest in all of these investments, staying consistent with its number one priority of safety of capital. The following are investments the City will be authorized to invest in:

8.1 **Government Securities:** Instruments such as bonds, notes, bills, mortgages and other securities which are direct obligations of the federal government or its agencies and instrumentalities, with the principal fully guaranteed by the U.S. government or its agencies. The City will not invest in any mortgage or mortgage related security unless a return of principal is completely guaranteed by a federal entity.

8.2 **Certificate of Deposit:** A negotiable or nonnegotiable instrument issued by commercial banks and insured up to ~~$100,000~~ $250,000 by the Federal Deposit Insurance Corporation (FDIC). (See 9.0 "Collateralization")

8.3 **Repurchase Agreement:** An investment which consists of two simultaneous transactions, where the City purchases securities from a bank or dealer. At the same time, the selling bank or dealer agrees to repurchase the securities at the same price plus interest at some agreed-upon future date. The security purchased is the collateral protecting the investment.

8.4 **Prime Commercial Paper:** An investment used by corporations to finance receivables. A short-term (matures in 270 days or less) unsecured promissory note is issued for maturity specified by the purchaser. The City will only invest in commercial paper that has the highest rating of two (2) of the three (3) rating agencies.

8.5 Any security which is a **general obligation of the State of Minnesota** or any of its municipalities.

8.6 **Bankers Acceptances** of United States banks eligible for purchase by the Federal Reserve System.

8.7 **Investment Pools:** Governmental sponsored pools and money market mutual funds are allowable short-term cash management facilities. These pools/funds can provide safety, liquidity and yield in a single investment instrument. However, the City will follow due diligence standard which applies to the use of pools/funds. A thorough investigation of the pool/fund is required prior to investing. Currently the City uses the Minnesota Money Market Mutual Fund (4M) sponsored by the League of Minnesota Cities.

8.8 **Mutual Funds:** Shares of an investment company registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933 whose portfolio consists of direct obligations or are guaranteed issued of the United States, its agencies or instrumentalities. ***Effective January 1, 1997, mutual funds will be limited to funds held as of December 31, 1996, or a funds whose portfolio consists of the aforementioned obligations with a maturity of thirteen (13) months or shorter. Reinvestment of dividends paid from a fund holding obligation maturing beyond thirteen months will be prohibited.*** Generally speaking, participation in this investment type shall maintain a target balance of 15-20% of the portfolio and staff shall exercise discretion in setting mutual fund investment levels given market conditions and cash flow projections.

Investing in mutual funds is deemed long term and local restrictions therefore, prohibit the purchase of shares from any **general debt service fund** or any other city funds anticipating investment proceeds within a 36 month period and forcing the liquidation of shares in an unfavorable market.

9.0 **Collateralization:**

Collateralization will be required on two types of investments: certificates of deposit where the par value exceeds the Federal Deposit Insurance Corporation (FDIC) coverage limit, and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level shall be at least 10 percent more than the amount on deposit at the close of the financial institution's banking day, except when the collateral is irrevocable standby letters of credit issued by Federal Reserve Banks. In that case, the amount of collateral must be at least equal the amount of deposit.

Collateral will always be held by an independent third party with whom the entity has a current custodial agreement or physically remitted to the City. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained.

10.0 **Safekeeping and Custody:**

All security transactions entered into by the City of Willmar shall be held in safekeeping by the respective investment dealer on behalf of the City of Willmar and evidenced by safekeeping receipts. Each investment dealer must provide evidence to the City of possessing customer account insurance protection of $500,000 from Securities Investor Protection Corporation (SIPC) plus other insurance totaling at a minimum $10,000,000 per account.

11.0 **Diversification:**

The City will diversify its investments by security type and institution. No more than **40%** of the City's total deposits will be invested with a single financial institution or broker/dealer on the day of purchase.

12.0 **Maximum Maturities:**

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 10 years from date of purchase. Funds dedicated to capital projects anticipated to be completed within one year shall not be invested in instruments maturing beyond one year. Reserve funds may be invested in securities exceeding 10 years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds.

13.0 **Internal Control:**

The development of a system of internal controls shall be established by the City Finance Director.

The City Finance Director shall assist in an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

14.0 **Performance Standards:**

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

14.1 **Market Yield (Benchmark):** The City's investment strategy is active and mildly aggressive, yet it always yields to the objective of safety of principal. Given this strategy, the basis used by the City Finance Director to determine whether market yields are being achieved shall be the annual goal of one and one-half (1 ½) percent above the annualized earnings at the Fed Funds rate during the year.

15.0 **Reporting:**

The Finance Director shall provide to the City Council quarterly investment reports which provide a clear picture of the status of the current investment portfolio. The report should include comments on the markets and economic conditions, discussions regarding restrictions on percentage of investment by categories, possible changes in the portfolio structure going forward and thoughts on investment strategies.

Schedules in the quarterly report should include the following:

-A listing of individual securities held at the end of the reporting period by authorized investment category
-Average life and final maturity of all investments listed
-Coupon, discount or earnings rate
-Par value and Market Value

16.0 **Investment Policy Adoption:**

The City of Willmar investment policy shall be adopted by resolution of the Willmar City Council. The policy shall be reviewed annually by the Finance Committee and any modifications made thereto must be approved by the City Council.

CITY OF WILLMAR

FUND BALANCE POLICY

Adopted: February 4, 2013
Revised: May 4, 2015
Revised: July 5, 2016
Revised November 5, 2018

Revised February 18, 2020

I. PURPOSE

The purpose of this policy is to establish the specific guidelines for the level of fund balances available for current and future spending in the governmental funds. The fund balance policy addresses a minimum level of unrestricted fund balance to be maintained, how the unrestricted fund balance can be used or spent down and how that fund balance will be replenished if it falls below the minimum level. In addition, the City sets a stabilization amount for use in emergency situations or when revenue shortages or budgetary imbalances arise. The policy also addresses when fund balances will be restricted to specific purposes. For the purpose of this policy any reference to the City Administrator shall mean the City Administrator or his or her designee.

II. BACKGROUND

Government Accounting Standards Board (GASB) Statement No. 54 was enacted to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. In governmental funds, a City should identify fund balance separately between non-spendable, restricted, committed, assigned or unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

Proprietary funds' equity will be managed as a separate business-like enterprise as allowed by U.S. Generally Accepted Accounting Principles (GAAP). The funds will be monitored through operations and their rate structures. Examples of Proprietary funds include Hospital, Municipal Utilities, and Sewer. Proprietary fund balances will be classified as either invested in capital assets net of related debt, restricted or unrestricted.

III. CLASSIFICATION OF FUND BALANCE/PROCEDURES

1. Non-Spendable

- This category includes fund balance that cannot be spent because it is either (i) not in spendable form or (ii) is legally or contractually required to be maintained intact. Examples include inventory, prepaid items, endowments and land held for resale.

2. Restricted

- Fund balance should be reported as restricted when constraints placed on those resources are either (i) externally imposed by creditors, grantors, contributors, or laws

or regulations of other governments or (ii) imposed by law through constitutional provisions or enabling legislation. Examples include bond or grant proceeds, tax increments and park dedication fees.

3. Committed

- Fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority. The committed amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action it employed to commit those amounts.

- The City's highest level of decision making authority (City Council) will annually or as deemed necessary commit specific revenue sources for specified purposes by formal action. This formal action must occur prior to the end of the reporting period, however, the amount to be subject to the constraint, may be determined in the subsequent period. A committed fund balance cannot be a negative number.

4. Assigned

- Amounts that are constrained by the government's intent to use for specified purposes, but are neither restricted nor committed. Assigned fund balance in the General fund includes amounts that are intended to be used for specific purposes.

5. Unassigned

- Unassigned fund balance represents the residual classification for the General fund. Includes amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purposes within the General fund. The General fund should be the only fund that reports a positive unassigned fund balance amount.

    a. The City will maintain an unrestricted fund balance in the General fund of an amount not less than $4,000,000 Working Capital, $1,000,000 Self Insurance, and $2,000,000 Stabilization of the General fund. This will assist in maintaining an adequate level of fund balance to provide for cash flow requirements and contingency needs because major revenues, including property taxes and other government aids are received in the second half of the City's fiscal year.

    b. If spending unrestricted fund balance in designated circumstances has reduced unrestricted fund balance to a point below the minimum targeted level, as noted above, the replenishment will be funded by property taxes (funding source) within five years (period over which replenishment will occur).

IV. STABILIZATION ARRANGEMENTS

Stabilization arrangements are defined as formally setting aside amounts for use in emergency situations or when revenue shortages or budgetary imbalances arise.

The City will set aside amounts by resolution as deemed necessary that can only be expended when certain specific circumstances exist. The resolution will identify and describe the specific circumstances under which a need for stabilization arises. The need for stabilization will only be utilized for situations that are not expected to occur routinely.

V. MONITORING AND REPORTING

The City Council shall annually review fund balances in relation to this policy in conjunction with the development of the annual budget.

When both restricted and unrestricted resources are available for use, it is the City's policy to first use restricted resources, and then use unrestricted resources as they are needed.

When unassigned, assigned or committed resources are available for use, it is the City's policy to use resources in the following order; 1) Unassigned, 2) Assigned, and 3) Committed.

A negative residual amount may not be reported for restricted, committed, or assigned fund balances in the General fund.

VI. GOVERNMENTAL FUND DEFINITIONS

GASB Statement 54 provides clarification of the governmental funds definitions. The definitions are added to the fund balance policy to clearly define their reporting requirements. It is also important to understand the fund classification when determining the classification of their fund balances.

General Fund – Used to account for all financial resources not accounted for in another fund.

Special Revenue Funds – Used to account for reporting the proceeds of specific revenue sources that are restricted or committed to expenditures for specific purposes (other than debt service or capital projects).

- One or more specified restricted or committed revenues are the foundation for the fund (comprise a substantial portion of fund's inflows).
- Other inflows (i.e. interest and transfers) may be reported in fund, if restricted, committed or assigned to the specified purpose of the fund.
- Restricted or committed proceeds of specific revenue sources should be expected to continue to comprise a substantial portion of inflows of the fund.
- Exception for specific revenue rules – General fund of Blended Component Unit (EDA).

Debt Service Funds – Used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest payments.

Capital Projects Funds – Used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital project funds exclude those types of capital related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

VII. ENTERPRISE FUND EQUITY

Enterprise funds are used to account for operations financed and operated in a manner similar to private business enterprises, where the City intends the cost of providing goods or services to the public be financed or recovered primarily through user charges. The City's enterprise funds include the Willmar Municipal Utilities and Sewer funds.

It is the City's intent to cover all operating and non-operating expenses through user charges to eliminate the impact on taxpayers. User charges will be reviewed annually to ensure adequate rates are charged for the services provided.

Enterprise funds' equity will be classified in one of the following categories:

- *Investment in Capital Assets, Net of Related Debt.* The component of net assets which is the difference between assets and liabilities of proprietary funds that consists of capital assets less both accumulated depreciation and the outstanding balance of debt that is directly attributable to the acquisition, construction or improvement of the capital assets.
- *Restricted.* The component of net assets which is the difference in assets and liabilities of proprietary funds that consist of assets with constraints placed on their use by either external parties (i.e. creditors or grantors) or through constitutional provisions or enabling legislation.
- *Unrestricted.* The difference between the assets and liabilities of proprietary funds that is not reported as Investment in Capital Assets, Net of Related Debt or Restricted Net Assets.

The City Council will not establish a minimum required level for equity in proprietary funds other than the funds should cover their own operating and non-operating costs.

IV. OTHER POLICY CONSIDERATIONS

The City will use all *budgetary and financial accounting options* available to maintain the minimum level of fund balance available for appropriation in the General and Special Revenue Funds. Some options available include the following items:

- A specific budgeted revenue increase (i.e. ad valorem property tax increase).
- Increase fees for services.

- Reduction of expenditures in the budget.
- Transfers from other available funds.
- Sale of capital assets.
- Comply with City Charter Article III, Community Investment Fund sec. 5.51-5.57

The City Council requires positive fund balances for all governmental, proprietary and fiduciary funds, with a few exceptions. The Council will allow a negative fund balance in the following instances:

- A project may be in a developmental phase in which all anticipated revenues have not yet been received. It is anticipated the revenues will be received within the fiscal year or early the following fiscal year. The City Administrator will present anticipated revenue sources to the Council when a deficit occurs for this reason.
- An emergency occurred and all anticipated revenues to pay for the emergency have not been received yet. The City Administrator will keep a current listing of anticipated revenue sources to pay for the emergency.
- Pledges for a project are expected to be received over a period of time. In this case, a long-term receivable may be recorded if the pledges are assured to be received. If the receipt of the pledges is not guaranteed, the receivable cannot be recorded. The project (fund in some cases) will carry a negative balance until all pledges are received.
- An inter-fund loan is not appropriate or not available to cover the fund deficit.

The City Administrator will report shortfalls or surpluses in the projected fund balance levels to the City Council as soon as found to be a significant impact.

If a *fund deficit* occurs, a written plan by the City Administrator to move the fund out of the deficit is required. The City Council is responsible for reviewing and approving the financial plan. The City Administrator will monitor the plan's effectiveness on a monthly basis. The City Administrator will report the plan's effectiveness to the City Council on a quarterly basis.

A *fund surplus,* above all internal and external constraints, may also occur. In this case, the Administrator will notify the City Council to discuss the circumstances of the surplus and determine whether or not the established threshold is effective. Some appropriate plans for using fund surpluses include the following items (but are not limited to):

- Move budgeted expenditure into a future year due to unforeseen circumstances.
- Fund a one-time project or project planning that would not normally be budgeted in the on-going operations of the City.
- Return unused dollars to donors.

- Transfer excess funds to another City fund to finance a project or cover a shortfall.

The City's *credit rating* for debt financing and investing will also be considered in the level of required General fund balance. The City Council may further restrict the required fund balance level to meet a higher credit rating need if possible. The City's credit rating is reviewed annually by the City Administrator, Finance Director, and bond counsel when necessary. The City Administrator shall be responsible for conducting rating reviews.

IV. REPORTING REQUIREMENTS

The City's audit firm shall provide a City presentation of the previous year's financial condition in the modified and full accrual basis of accounting after the audit is completed. Any deficiencies presented by the auditor will be followed up by the City Administrator with a written plan to comply with this policy. The audit presentation will occur before June 30th following the previous year's end.

COMMUNITY DEVELOPMENT COMMITTEE
MINUTES

The Community Development Committee of the Willmar City Council met on Monday, January 25, 2021, by means of GoToMeeting.

Present:	Rick Fagerlie	Chair
	Vicki Davis	Council Member
	Mike O'Brien	Council Member
	Tom Butterfield	Council Member

Others Present: Dave Ramstad, Director of Planning and Development Services
Sarah Swedburg, City Planner
Nick Meyers, Account Manager at Esri

Item No. 1 Call to Order

The meeting was called to order at 5:15 p.m.

Item No. 2 Roll Call

Item No. 3 Discussion Items

Item No. 4 Action Items

a. Election of Officers (Motion)

New Committee Chair - Motion was made by Councilmember Davis for Councilmember Fagerlie to be Chair, seconded by Councilmember Butterfield. Motion passed.

New Vice Chair - Motion was made by Fagerlie for Councilmember Butterfield to be Vice Chair, seconded by Councilmember Davis. Motion passed.

b. Set Meeting Time and Date (Resolution)

Councilmembers discussed the Community Development Committee meeting times. Because the Labor Relations Committee has now moved to Tuesdays, the Committee could consider a different meeting time. A motion was made by Councilmember Butterfield to adopt a resolution setting the Community Development Committee's regular meetings to be held on the second and fourth Mondays of each month beginning at 5:30pm; seconded by Councilmember O'Brien. Motion passed.

c. Agreement for New Esri Software for Planning & Development (Resolution)

Staff presented an overview of the current methods used for mapping and aerial imagery, including a County website providing public parcel data. This city-contracted service with the county does not give staff the ability to create or analyze data other than basic maps with pre-existing layers. The proposed Esri software would greatly expand staff's capabilities to gather data, quickly analyze and provide graphic presentations of planning and community development proposals through 3D modeling, demographic mapping and cartography. In addition, the additional capabilities will also create efficiencies and improved community engagement. Nick Meyers, an Esri representative, pointed to many other cities similar to Willmar that currently use Esri's Enterprise Agreement package, as well as their Hub and Urban modules. The Enterprise Agreement would include a number of Esri software solutions, including: ArcGIS Pro, ArcGIS Online, ArcGIS Utility Network, ArcGIS Hub, ArcGIS Community Analyst, and ArcGIS Urban. The Esri Software package will cost $16,500 for the first year, which is a discounted price because the City is new to Esri. The agreement allows the city to opt-out during annual renewal if budgeting is constrained. The fee has been included in the 2021 Planning & Development Budget.

Motion was made by Councilmember Davis to adopt a Resolution to authorize the Administrator to enter into the "Small Enterprise Agreement" for New Esri Software for Planning & Development; seconded by Councilmember O'Brien. Motion passed.

d. Consultant Services Contract with Pro-West for Creation of Hub site for Comprehensive Plan (Resolution)

Staff presented information on Pro-West who is a third-party contractor that specializes in government GIS at a local, county, state and federal levels. They've been an Esri partner for several decades and are located in Walker, MN. Pro-West would build Willmar's Hub site using the Esri platform. They would also train staff to administer the new ArcGIS Hub site. ArcGIS Hub would allow for direct 2-way communications, 21st Century Community Engagement and Comprehensive Plan Tools. The Comprehensive Plan could be integrated through this space along with applications, surveys, data and maps, as examples. In the future, it is staff's hope that the Hub site could be used by constituents for applications and payments, and ultimately be expanded for use by all city departments. There is a one-time expense of $4,976.84 which has also been included in the 2021 Planning & Development Budget.

Motion was made by Councilmember O'Brien to adopt a Resolution to authorize the Administrator to enter into the contract with Pro-West to implement ArcGIS Hub site for the Comprehensive Plan; seconded by Councilmember Davis. Motion passed.

Item No. 5 Future Agenda Items (Information)

Staff continues to work on the Hotel RFP which is an idea to solicit developers that might be interested and create a market study to see if it is feasible to have a downtown hotel that might be connected to the Hospital.

Staff mentioned that they are looking into an app that individuals can load into their cellphones, where community members can report complaints such as dilapidated or blighted buildings, attach a photo, mark its location, and receive updates on the review process.

Item No. 6 Department Updates (Information)

Staff presented information recapping Building Permit data for the year 2020. There was about $41,000,000 worth of projects last year and $390,000 in Permit fees. Roughly 4% of permit fees were waived as they were in the Renaissance Zone. Some of the major projects recently permitted in the City are for the Kandiyohi County Jail, Project Turnabout, MNDOT, Herzog Apartment Building, Carris Health-ACMC exterior renovation and BNSF Yard Office.

There being no further business to come before the Committee, the meeting was adjourned at 6:15 p.m. by Chair Fagerlie.

Respectfully submitted,

David P. Ramstad, PhD
Director of Planning and Development Services

City of Willmar

Council Action Request

Council Meeting Date:	2/1/2021	**Agenda Item Number:**	12.A.
Agenda Section:	#	**Originating Department:**	Planning & Development Services
Resolution	Yes	**Prepared by:**	Sarah Swedburg, Planner
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	1	**Presented By:**	David Ramstad, Planning & Development Director
Item:	Resolution to establish the Community Development Committee Meeting Dates and Time		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to establish the regular meeting dates and time for the Community Development Committee of the City Council.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:
It is the Community Development Committee's recommendation to approve this resolution.

OVERVIEW:
On February 19, 2019 the Council passed a resolution reinstating City Council subcommittees which included the established regular meeting dates and times for each of the four committees. With the election of new City Council members and adjustment to the Labor Committee meeting time and day, it has been requested that the Community Development Committee meet on 2nd and 4th Mondays at 5:30pm.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
Option A: Approve the proposed resolution
Option B: Request further information or modifications
Option C: Not approve the proposed resolution

BUDGETARY/FISCAL ISSUES:
NA

ATTACHMENTS:
Resolution

RESOLUTION NO. _____

ESTABLISH MEETING DATE AND TIME FOR COMMUNITY DEVELOPMENT COMMITTEE

Motion By: _____ Second By:_____

WHEREAS, the Willmar City Council adopted Resolution 19-034 on February 19, 2019 reinstating City Council subcommittees and establishing the meeting dates and time; and

WHEREAS, the current members of the Community Development Committee have decided to change their meeting date.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Willmar, Minnesota, that the regular meeting dates and time for the Community Development Committee are the second and fourth Mondays of each month starting at 5:30 p.m.

Dated this 1st day of February, 2021.

_____
MAYOR

Attest:

_____
CITY CLERK

City of Willmar

Council Action Request

Meeting Date:	2/1/2021	**Agenda Item Number:**	12.B.
Agenda Section:	#	**Originating Department:**	Planning & Development Services
Resolution	Yes	**Prepared By:**	Sarah Swedburg, Planner
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	3	**Presented By:**	Sarah Swedburg, Planner & David Ramstad, Director of Planning and Development
Item:	Resolution Authorizing Administrator to Enter into Agreement for New Esri Software		

RECOMMENDED ACTION:
Motion By: _____, Second By: _____ to adopt a resolution authorizing the Administrator to enter into the "Small Enterprise Agreement" for new Esri Software.

OVERVIEW:
Over the past year, the Planning & Development Department has researched software alternatives that can greatly enhance the capabilities and efficiencies of the City Planner, the development of proposals, the creation and maintenance of the Comp Plan, and to illustrate the intent of proposed planning policies more effectively and quickly. It has been determined that this Esri is the most comprehensive and cost-efficient option. It integrates seamlessly with the City's geographical data sets and allows the department to significantly increase the capabilities and breadth of work from one planner. This software greatly expands the potential of GIS, and can be used across other City Departments, the EDC, and with external partners.

The Enterprise Agreement includes unlimited users for GIS mapping and analysis. Additionally, it includes ArcGIS Online user accounts and service credits, insight and tracker accounts, and Utility Network extensions. With an Enterprise Agreement, the City also has access to reduced fees for Esri Hub and Urban extensions (detailed below).

The Esri "Hub" extension will initially be utilized by the Planning and Development department to assist in the creation of the Comprehensive Plan. Hub Site will be a GIS/Data-Integrated website with 2-way communication with up to 100 community accounts (Comp Plan Task Force Members & key organizations throughout Willmar). This site is a significant step forward for the department in our ability to perform broad community engagement during (and after) the Covid-19 Pandemic. It will increase our ability to be transparent, share exciting new projects, receive information from the public, and keep key community data accessible and up to date. In the future, the Hub Site will also be upgraded to accept citizen applications and payments. There is also potential for the Hub Site to become a city-wide platform.

The "Urban" extension supports both the Comprehensive Plan creation and Staff's due diligence and planning analysis, both site-specific and long-term plans. Urban is one of Esri's newest software solutions. It provides 3-D modeling of buildings and below-ground infrastructure. Urban will also greatly enhance and clarify presentations to City Council, Committees, Planning Commission, and community engagement efforts.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
Option A: Adopt the Resolution
Option B: Decline staff's request
Option C: Request more information

BUDGETARY/FISCAL ISSUES:
The City has been offered a reduced rate for the first year to begin utilizing the new Esri software. **Cost for Year-1: $16,500** [$10,000 (Esri) + $5,000 (Hub) + $1,500 (Urban)]. **Cost for Year-2: $26,500** [$20,000 (Esri) + $5,000 (Hub) + $1,500 (Urban)]. **Cost for Year-3: $34,000** [$27,500 (Esri) + $5,000 (Hub) + $1,500 (Urban)]. If we are unable to budget in future years, the City may terminate the agreement (See terms 3.3 & 3.4). Year 1 costs were included in the Planning & Development 2021 Budget.

ATTACHMENTS:
- Resolution
- Agreement
- Software Solution Images & Descriptions

City of Willmar

Committee Action Request

Meeting Date:	1/25/2021	**Agenda Item Number:**	4C
Agenda Section:	4 – Action Items	**Originating Department:**	Planning & Development Services
Resolution	Yes	**Prepared By:**	Sarah Swedburg, Planner
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	3	**Presented By:**	Sarah Swedburg, Planner
Item:	**Resolution Authorizing Administrator to Enter into Agreement for New Esri Software**		

RECOMMENDED ACTION:
Motion By: _____, Second By: _____ to adopt a resolution authorizing the Administrator to enter into the "Small Enterprise Agreement" for new Esri Software.

OVERVIEW:
Over the past year, the Planning & Development Department has researched software alternatives that can greatly enhance the capabilities and efficiencies of the City Planner, the development of proposals, the creation and maintenance of the Comp Plan, and to more effectively and quickly illustrate the intent of proposed planning policies. It has been determined that this Esri is the most comprehensive and cost-efficient option. It integrates seamlessly with the City's geographical data sets and allows the department to significantly increase the capabilities and breadth of work from one planner. This software greatly expands the potential of GIS, and can be used across other City Departments, the EDC, and with external partners.

The Enterprise Agreement includes unlimited users for GIS mapping and analysis. Additionally, it includes ArcGIS Online user accounts and service credits, insight and tracker accounts, and Utility Network extensions. With an Enterprise Agreement, the City also has access to reduced fees for Esri Hub and Urban extensions (detailed below).

The Esri "Hub" extension will initially be utilized by the Planning and Development department to assist in the creation of the Comprehensive Plan. Hub Site will be a GIS/Data-Integrated website with 2-way communication with up to 100 community accounts (Comp Plan Task Force Members & key organizations throughout Willmar). This site is a significant step forward for the department in our ability to perform broad community engagement during (and after) the Covid-19 Pandemic. It will increase our ability to be transparent, share exciting new projects, receive information from the public, and keep key community data accessible and up to date. In the future, the Hub Site will also be upgraded to accept citizen applications and payments. There is also potential for the Hub Site to become a city-wide platform.

The "Urban" extension supports both the Comprehensive Plan creation and Staff's due diligence and planning analysis, both site-specific and long-term plans. Urban is one of Esri's newest software solutions. It provides 3-D modeling of buildings and below-ground infrastructure. Urban will also greatly enhance and clarify presentations to City Council, Committees, Planning Commission, and community engagement efforts.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
Option A: Adopt the Resolution
Option B: Decline staff's request
Option C: Request more information

BUDGETARY/FISCAL ISSUES:
The City has been offered a reduced rate for the first year to begin utilizing the new Esri software. **Cost for Year-1: $16,500** [$10,000 (Esri) + $5,000 (Hub) + $1,500 (Urban)]. **Cost for Year-2: $26,500** [$20,000 (Esri) + $5,000 (Hub) + $1,500 (Urban)]. **Cost for Year-3: $34,000** [$27,500 (Esri) + $5,000 (Hub) + $1,500 (Urban)]. If we are unable to budget in future years, the City may terminate the agreement (See terms 3.3 & 3.4). Year 1 costs were included in the Planning & Development 2021 Budget.

ATTACHMENTS:
- Resolution
- Agreement
- Software Solution Images & Descriptions

RESOLUTION NO. _____

SMALL MUNICIPAL AND COUNTY GOVERNMENT ENTERPRISE AGREEMENT FOR ESRI SOFTWARE

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the City Administrator be authorized to enter into the Small Municipal and County Government Enterprise Agreement for Esri Term License Software between the City of Willmar and Environmental Systems Research Institute, Inc (Esri).

Dated this 1st day of February, 2021.

_____
MAYOR

Attest:

_____
CITY CLERK

March 23, 2020

David Ramstad
City of Willmar
333 SW 6th St
Willmar, MN 56201-3457

Dear David,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Nick Meyers

Quotation # Q-411274

Date: January 15, 2021

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 598913 Contract # ENTERPRISE AGREEMENT

City of Willmar
Planning & Development
333 SW 6th St
Willmar, MN 56201-3457

ATTENTION: David Ramstad
PHONE: (320) 214-5195
EMAIL: dramstad@willmarmn.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/23/2020 To: 2/1/2021

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	$10,000.00	$10,000.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	$20,000.00	$20,000.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	$27,500.00	$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
159166	1		$5,000.00	$5,000.00
ArcGIS Hub Premium ArcGIS Online Community Term License				
169044	1		$1,500.00	$1,500.00
ArcGIS Urban Suite Online Term License				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Nick Meyers	nmeyers@esri.com	(909) 793-2853 x8305

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

MEYERSN **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-411274

Date: January 15, 2021

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
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Planning & Development
333 SW 6th St
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ATTENTION: David Ramstad
PHONE: (320) 214-5195
EMAIL: dramstad@willmarmn.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/23/2020 To: 2/1/2021

Subtotal:	$64,000.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$64,000.00

Amount due for 2021: $16,500. When the agreement is signed and returned to ESRI, ESRI will invoice the City of Willmar.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Nick Meyers	nmeyers@esri.com	(909) 793-2853 x8305

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

MEYERSN **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
2 ArcGIS Insights in ArcGIS Enterprise
2 ArcGIS Insights in ArcGIS Online
5 ArcGIS Tracker for ArcGIS Enterprise
5 ArcGIS Tracker for ArcGIS Online
2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
2 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**2**
Number of Tier 1 Help Desk individuals authorized to call Esri	**2**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

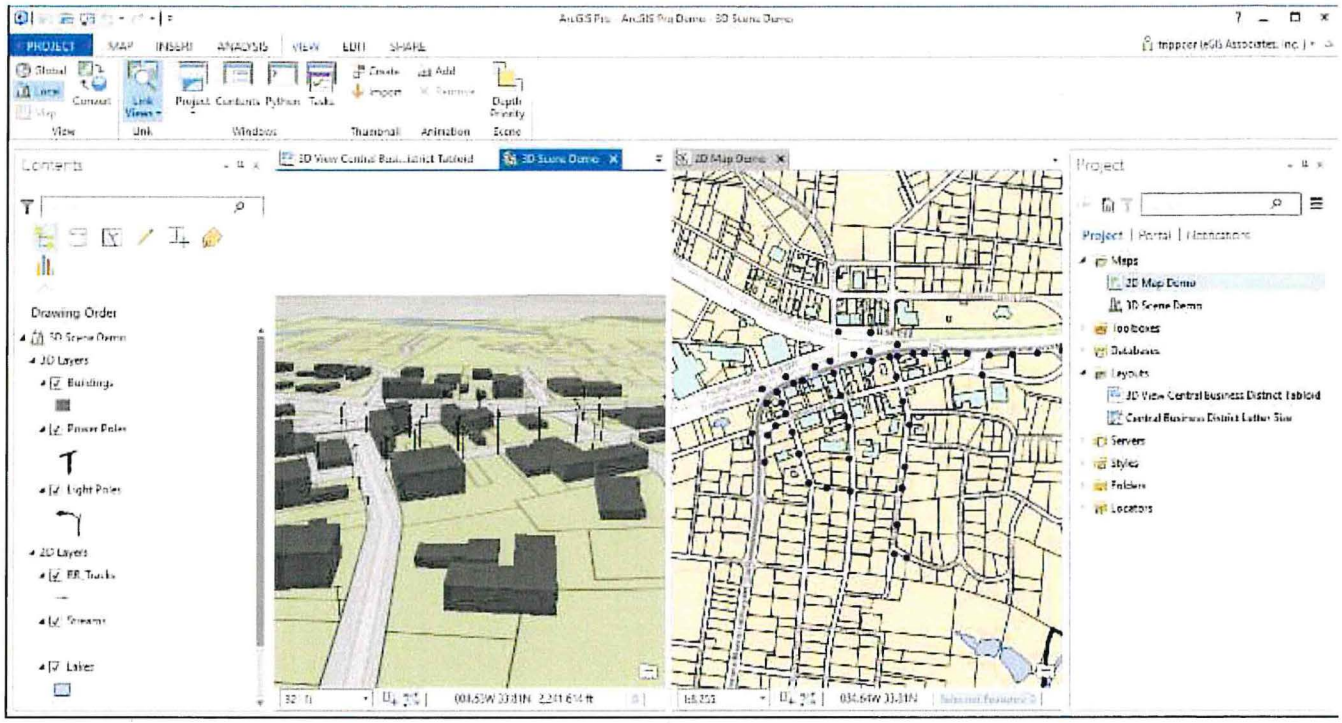
If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

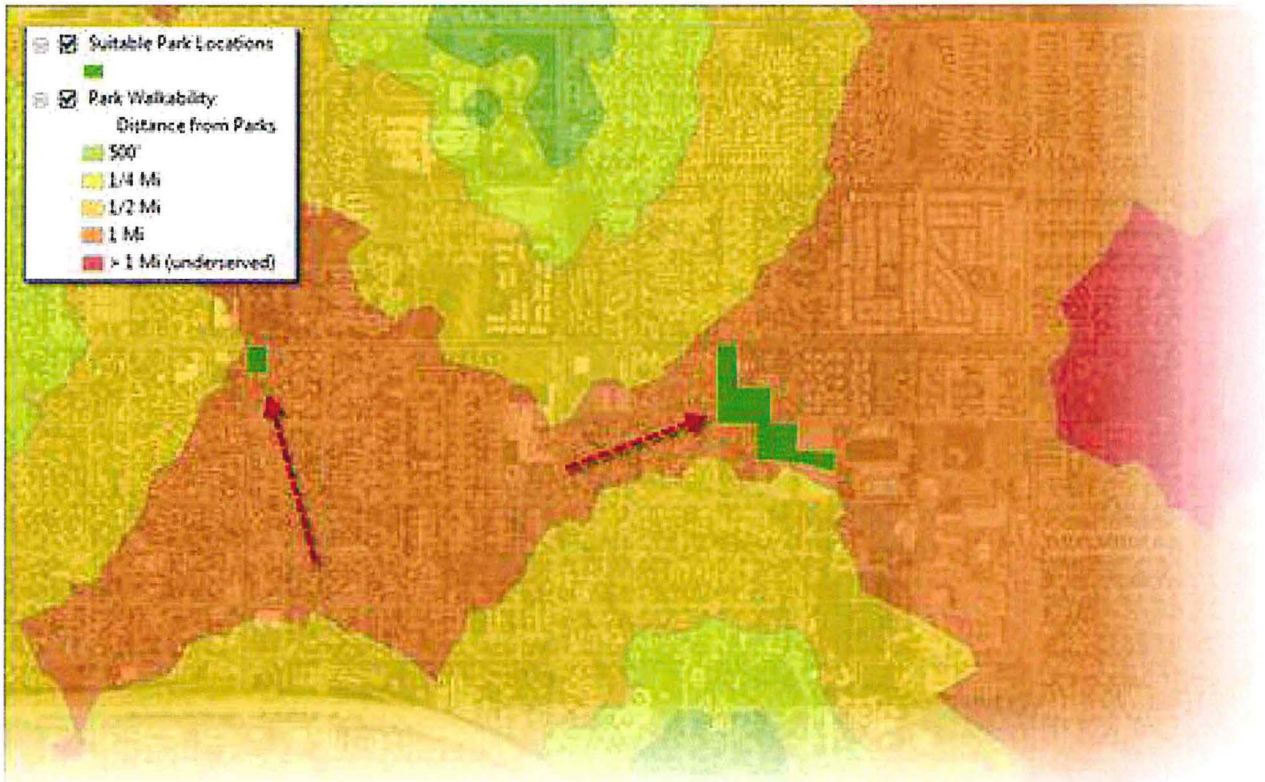
9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

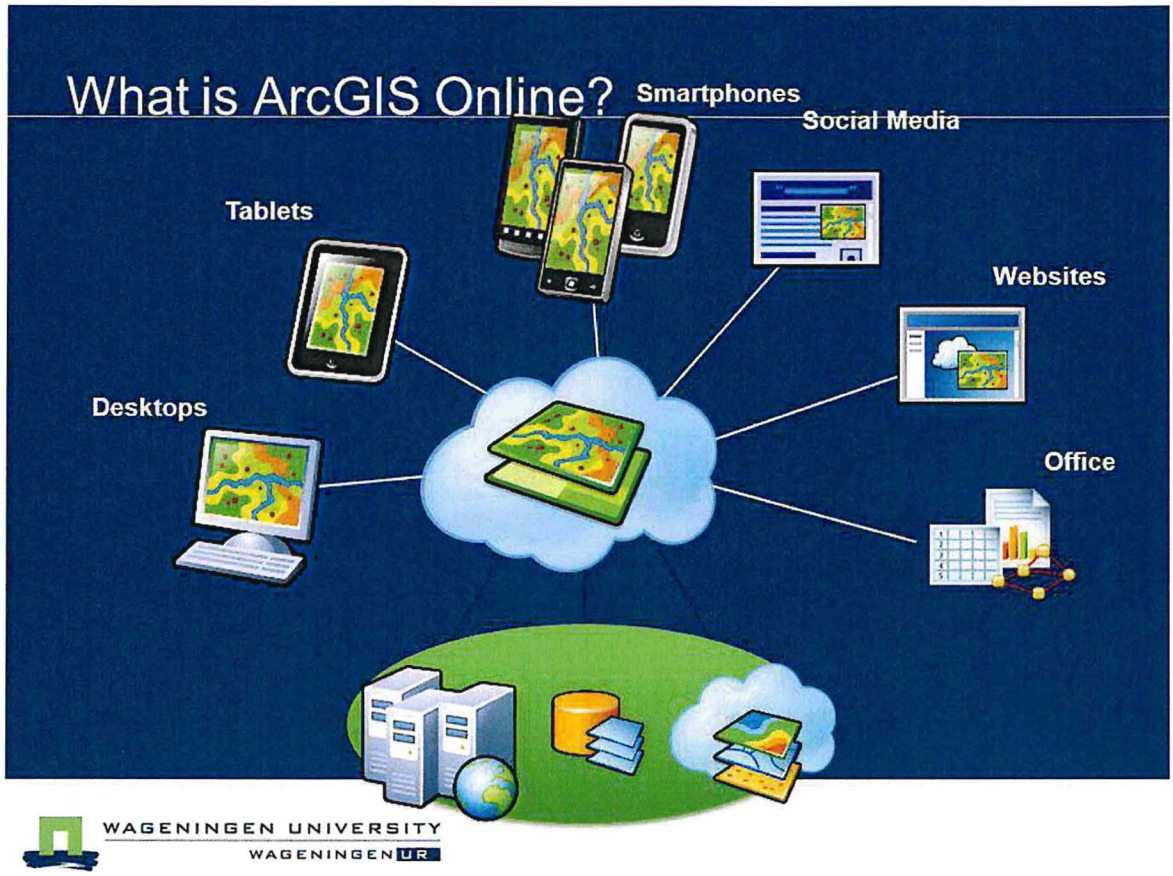
9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

ArcGIS Pro is the basic software to allow staff map creation, cartography, and spacial analysis. “ArcGIS Pro is the latest professional desktop GIS application from Esri. With ArcGIS Pro, you can explore, visualize, and analyze data; create 2D maps and 3D scenes; and share your work to your ArcGIS Online or ArcGIS Enterprise portal.”

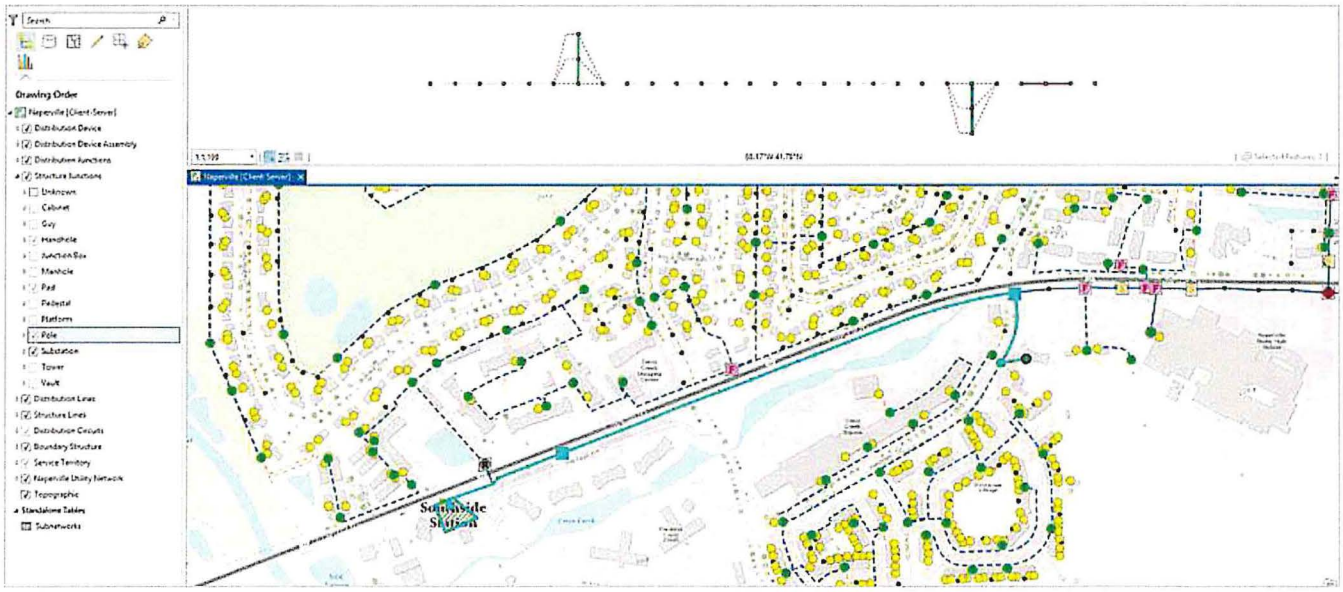




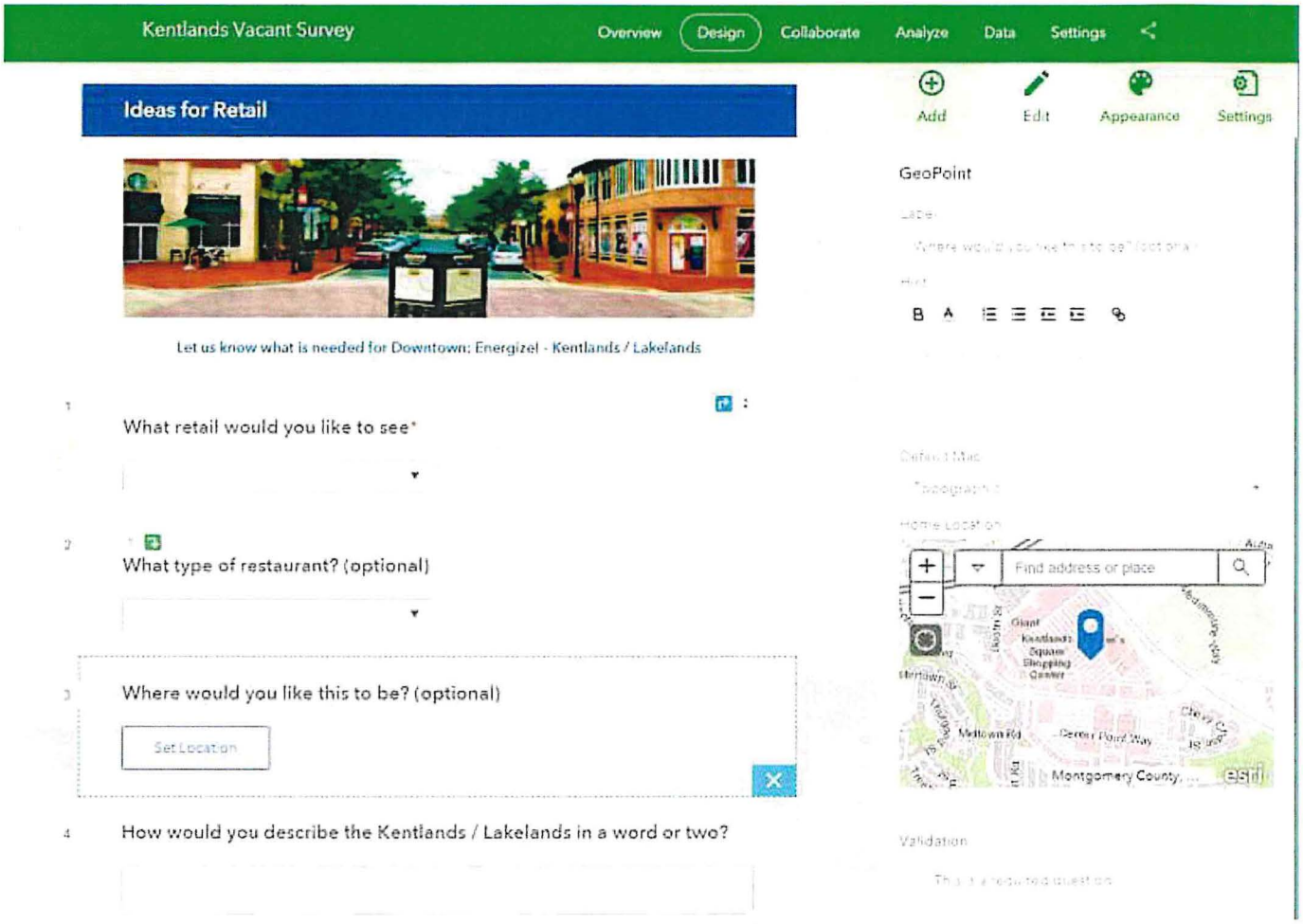
ArcGIS Online allows seamless integration with Hub sites and sharing of between staff in the office & field. "ArcGIS Online is a complete cloud-based GIS mapping software that connects people, locations, and data using interactive maps." Many planning departments utilize this solution to share data, tell stories, and collaborate with City Officials and the community.

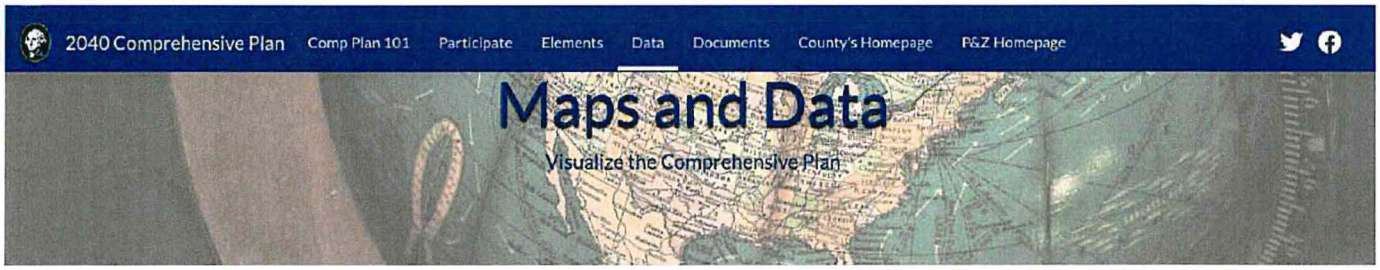


"ArcGIS Utility Network is the next generation spatial information management system for utilities that gives users greater functionality over massive datasets at every scale of resolution. Utilities can leverage the power of the entire ArcGIS Enterprise to provide tools with a focus on the user experience and improve communication across your organization."



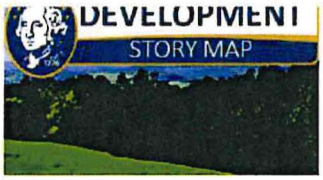
"**ArcGIS Hub** is an easy-to-configure community engagement platform that organizes people, data, and tools through information-driven initiatives. With ArcGIS Hub, organizations can leverage their existing data and technology and work together with internal and external stakeholders to track progress, improve outcomes, and create vibrant communities."





The maps associated with this website help to illustrate data and provide visual support to various elements within the text of the Comprehensive Plan. The use of GIS (Geographic Information Systems) in decision making at the local government level has provided a user friendly portal for sharing this information with the community. Data is the collection of facts and historical statistics that are significant in determining the future needs of the community based on past trends and analyses. During the comprehensive planning process, we want to highlight our interaction with the public in the form of Survey Results and Presentations to make sure every citizen has access to the Plan's development.

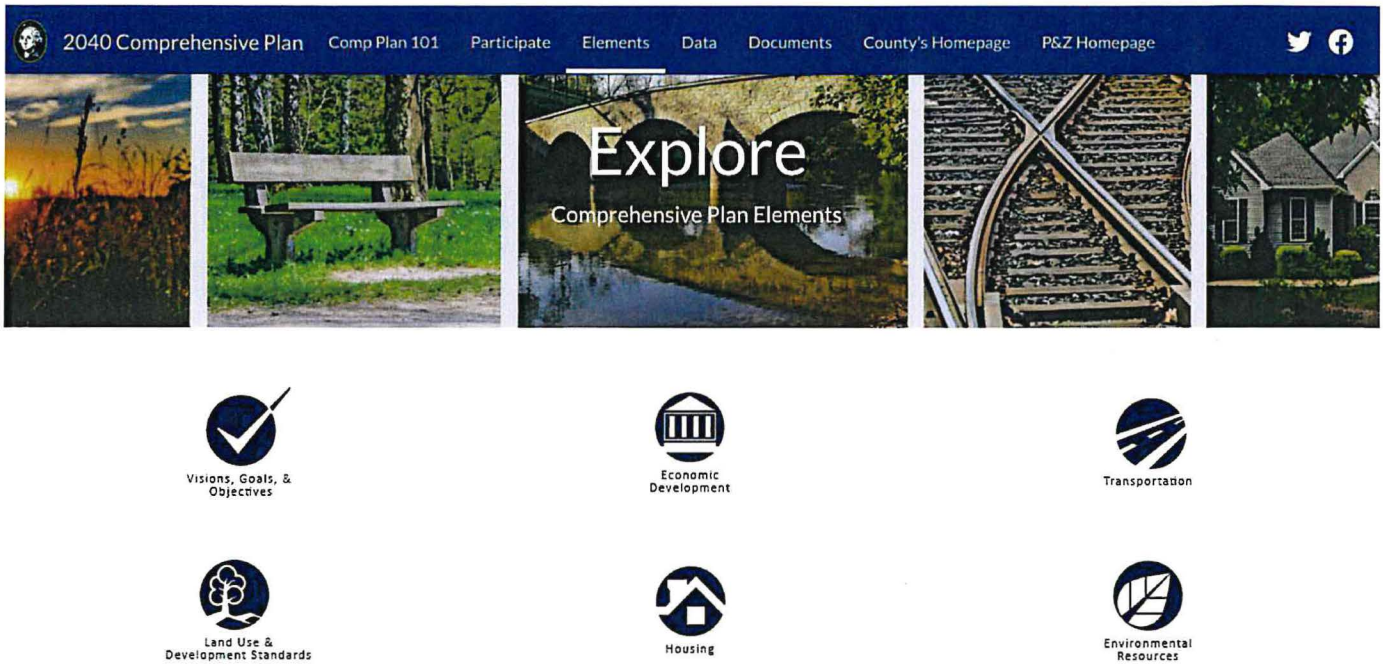
Protected Lands Dashboard

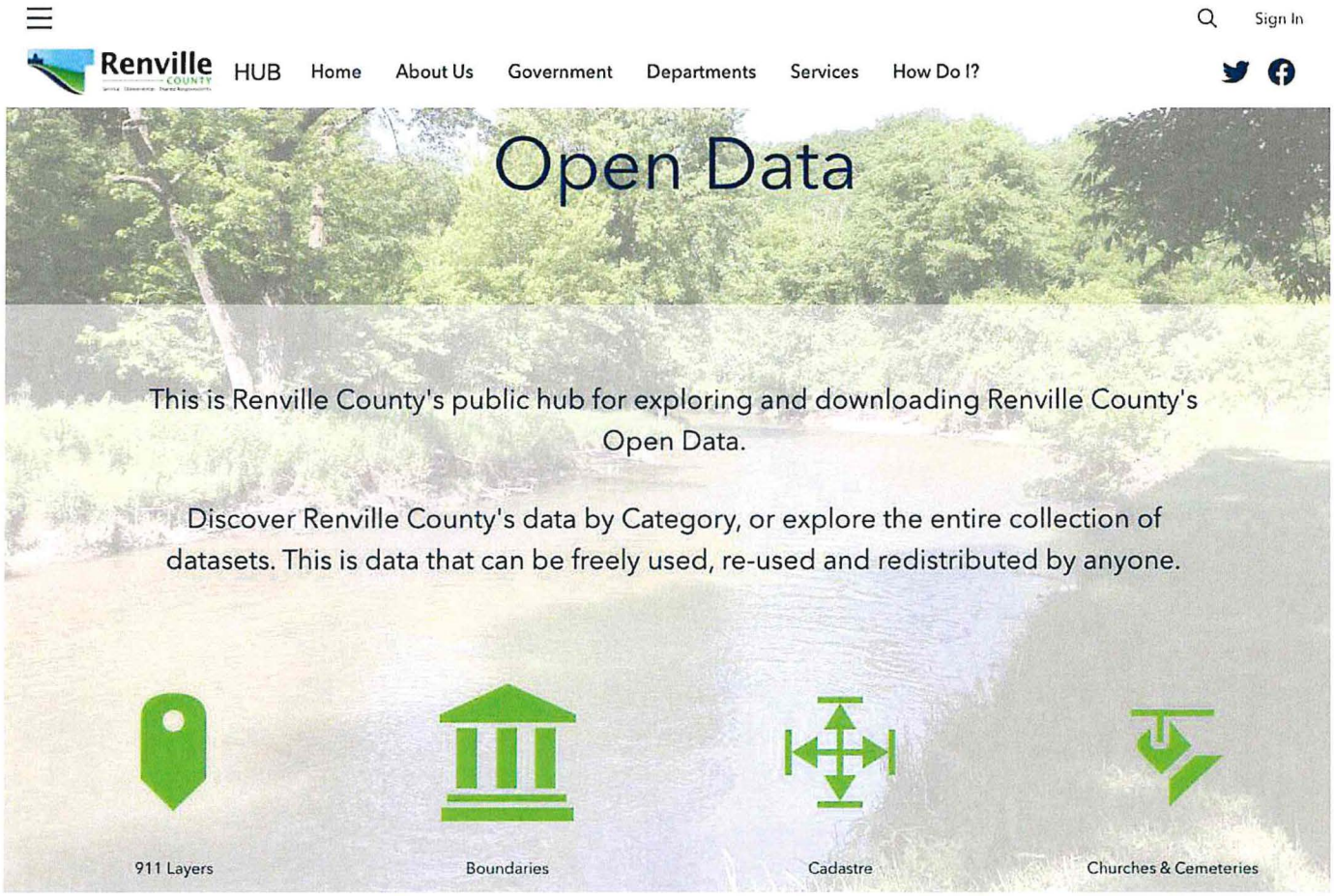


Development in Washington County, MD

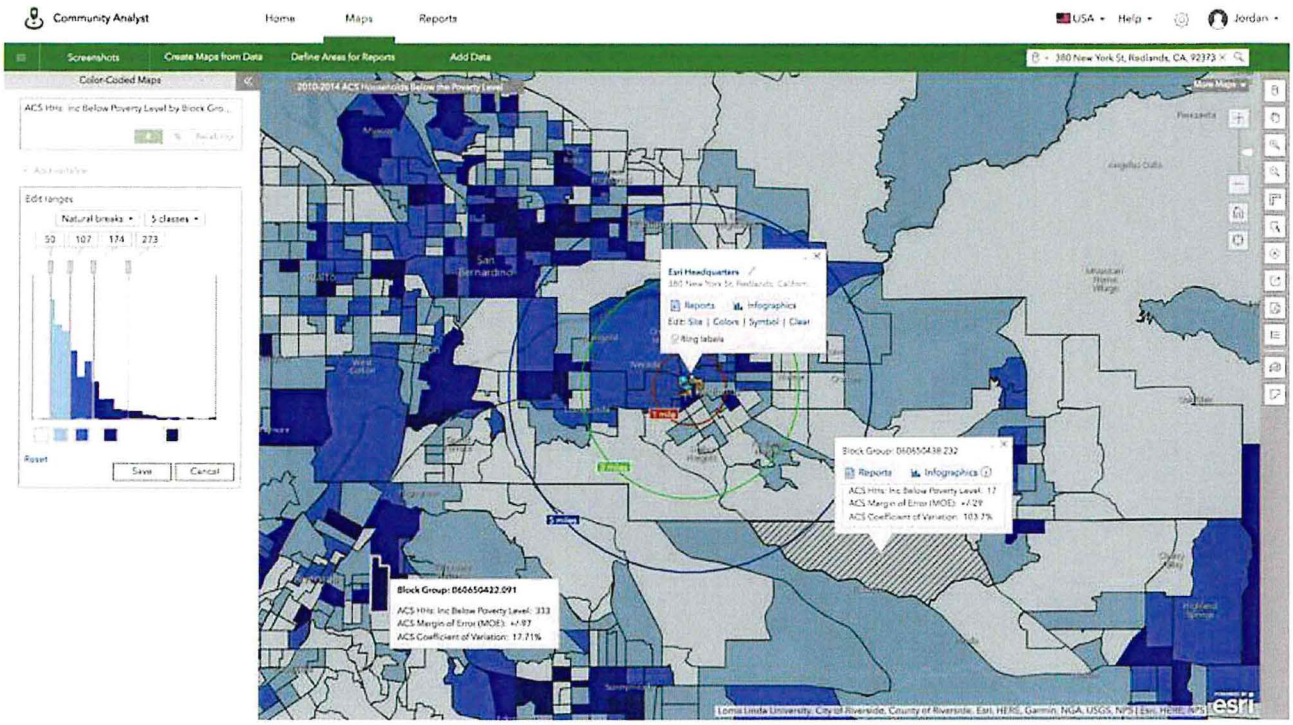
Development Tracker Map

Historic Resources

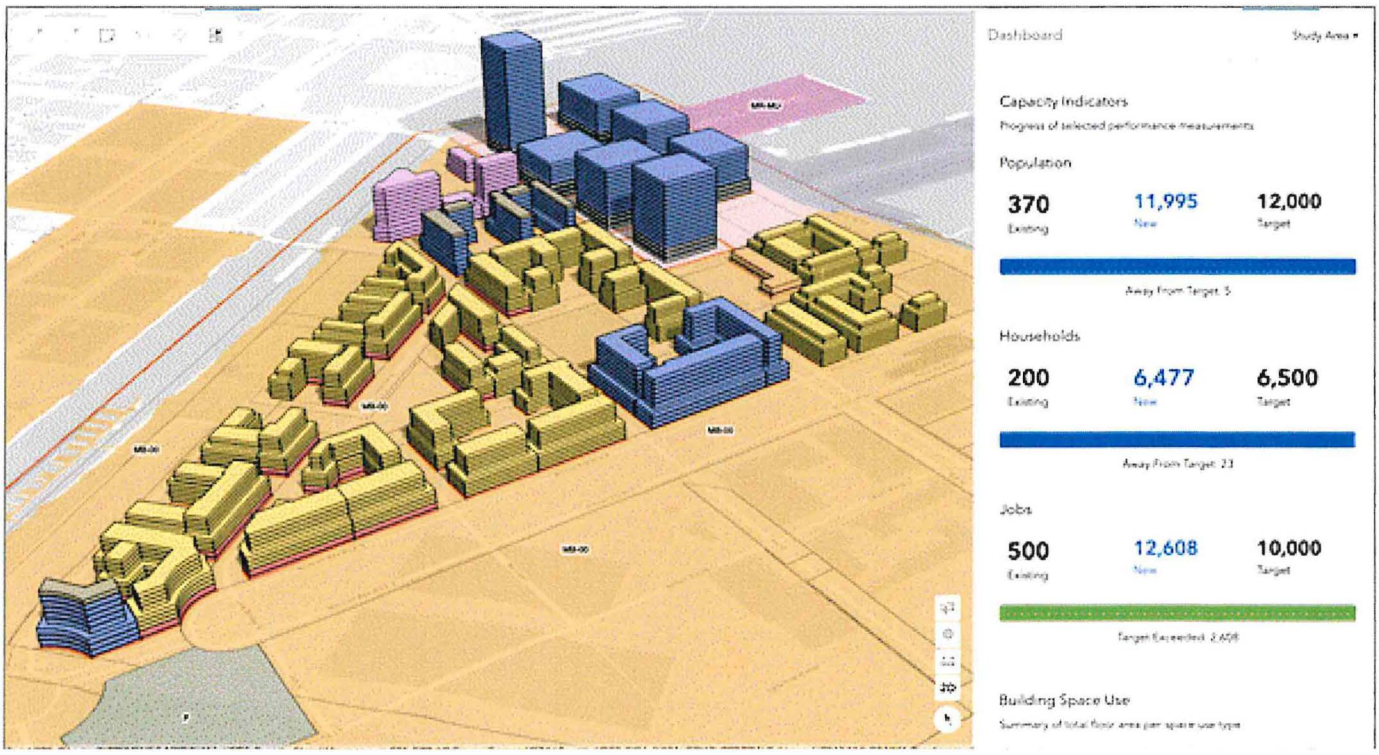

2040 Comprehensive Plan
Comp Plan 101
Participate
Elements
Data
Documents
County's Homepage
P&Z Homepage
Explore
Comprehensive Plan Elements
Visions, Goals, & Objectives
Economic Development
Transportation
Land Use & Development Standards
Housing
Environmental Resources

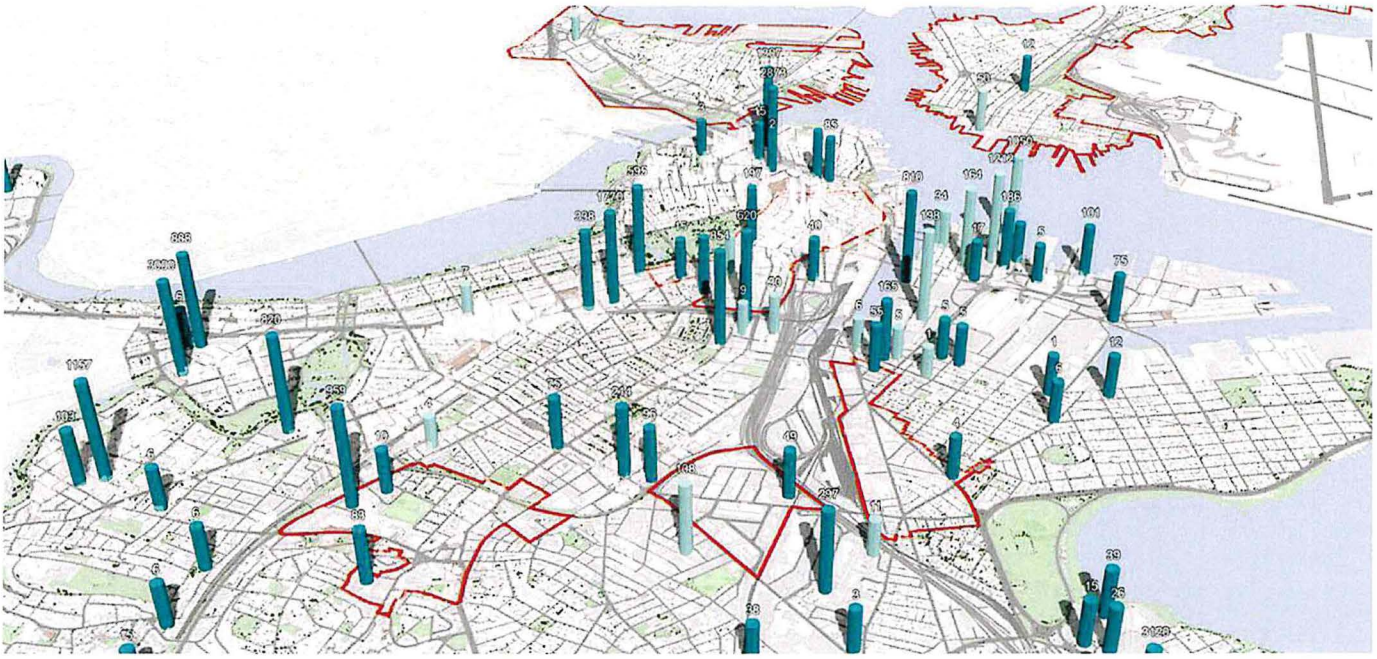

Sign In
Renville COUNTY
HUB
Home
About Us
Government
Departments
Services
How Do I?
Open Data
This is Renville County's public hub for exploring and downloading Renville County's Open Data.
Discover Renville County's data by Category, or explore the entire collection of datasets. This is data that can be freely used, re-used and redistributed by anyone.
911 Layers
Boundaries
Cadastre
Churches & Cemeteries

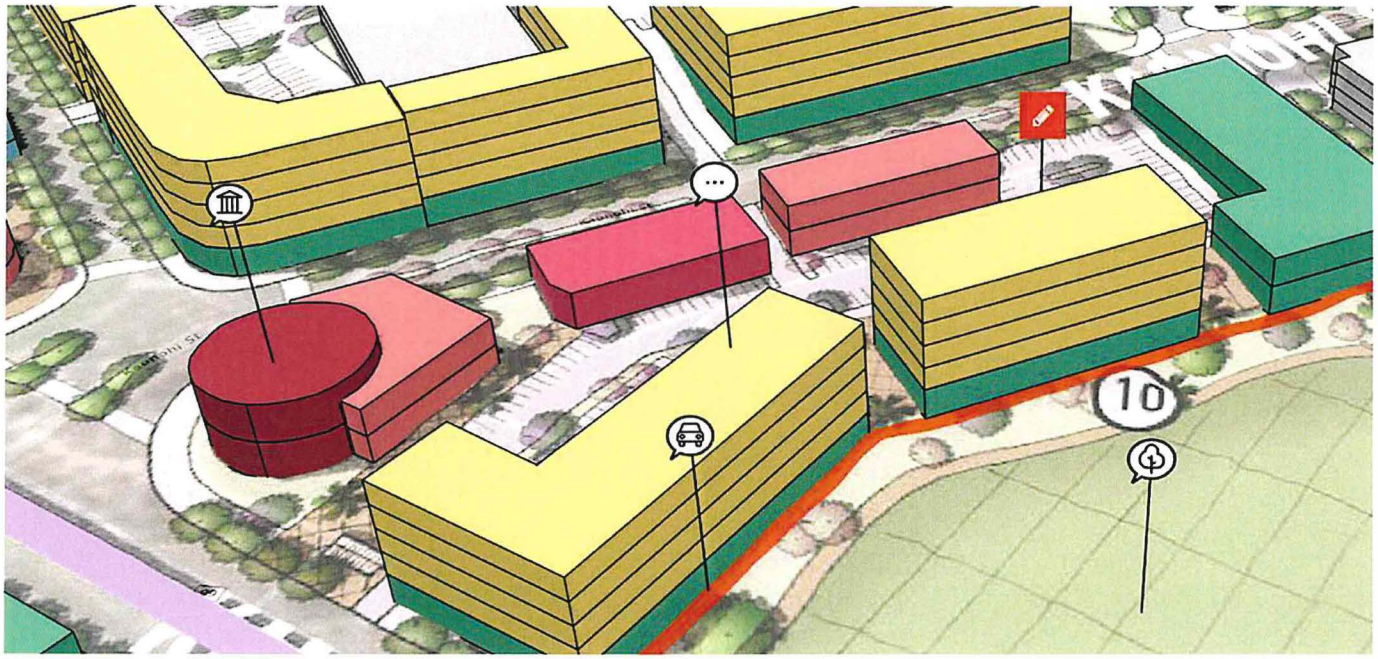
ArcGIS Community Analyst is a solution included with the Hub Premium extension (5 licenses). "Community Analyst is a Web-based system that allows you to view and analyze demographic and third-party sources of data to better understand the overall community… and make better policy decisions. These datasets range from population and households to healthcare spending and crime rates."



ArcGIS Urban is a software solution that is quickly transforming urban planning and design. It enables planning & design professionals to not only collaborate, but assists in visualizing projects citywide, design 3D scenarios, guide change and measure impact, and enable digital engagement.



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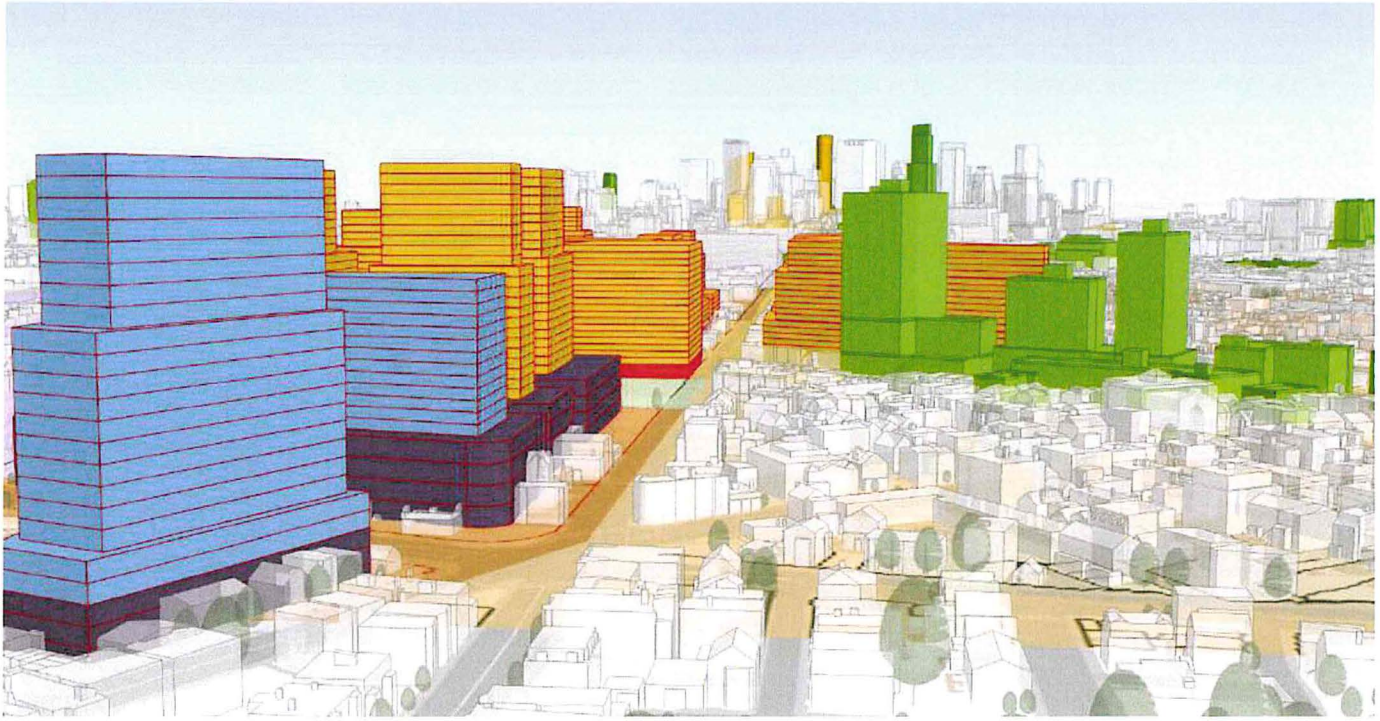

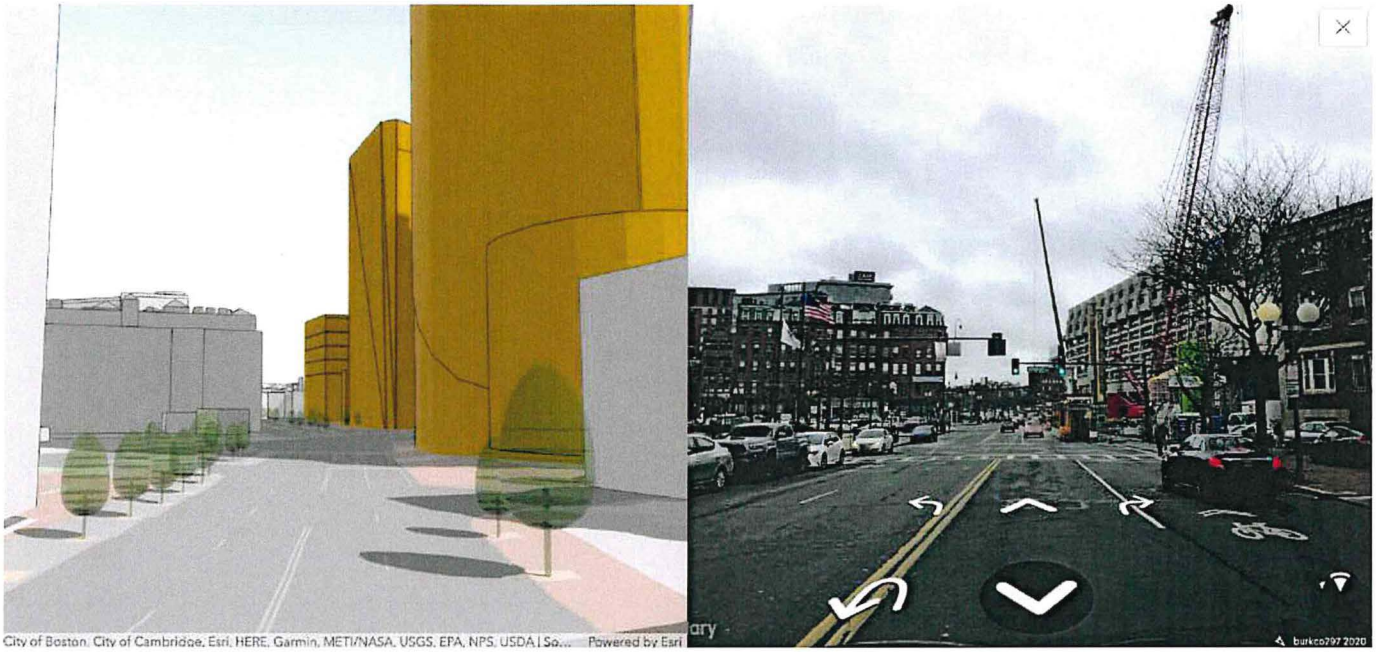
City of Boston, City of Cambridge, Esri, HERE, Garmin, METI/NASA, USGS, EPA, NPS, USDA | So...
Powered by Esri
burkco797 2020

1
South Boston Dot Ave
2
Existing
Scenario 1
Scenario 2
3
Zoning
4
Development
5
Capacity
6
Close
7
Schematic
Satellite
Underground
11
Future Buildings
Existing Buildings
Trees
Parcels
12
Warning labels
Zoning envelopes
Zoning layers
Boston 3D Projects
13
Take a screenshot
Get help
Terms of use
8
9
10
2D

Search...
Projects
Plans
Indicators
2D
A
Esri Community Maps Contributors, Lantmäteriet, Esri, HERE, Garmin, INCREMENT P, METI/NASA, USGS | Source: USGS, NGA, NASA ... Powered by Esri

City of Willmar

Council Action Request

Meeting Date:	2/1/2021	**Agenda Item Number:**	12.C
Agenda Section:	#	**Originating Department:**	Planning & Development Services
Resolution	Yes	**Prepared By:**	Sarah Swedburg, Planner
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	3	**Presented By:**	Sarah Swedburg, Planner & David Ramstad, Director of Planning and Development
Item:	Resolution Authorizing Administrator to Enter into an Agreement with Pro-West to Develop ArcGIS Hub site for Comprehensive Plan.		

RECOMMENDED ACTION:
Motion By: _____, Second By: _____ to adopt a resolution authorizing the Administrator to enter into the Consultant Services Contract with Pro-West to develop an ArcGIS Hub site for the Comprehensive Plan.

OVERVIEW:
Staff is seeking assistance from Pro-West to develop an Esri-based ArcGIS Hub site to support collaborative work during the Comprehensive Plan development, and afterwards with the many committees, stakeholders, constituents, and EDC. Pro-West is an Esri-designated State & Local Government Specialty Partner, recognized for their "expertise in state and local government, implementation and delivery of services that help their customers succeed." Pro-West has created many Hub sites for other communities.

Pro-West will help the Planning and Development Department create the site, and staff will maintain the data and site thereafter. Scope of work includes:

- Comprehensive Plan Hub Main Page: Overview of Comp Plan, timeline, landing page for Community with documents, diagrams, graphs, and maps.
- Comp Plan 101 Hub Page: Information and media providing more detailed Comp Plan overview of its purpose, use, and the processes to develop the plan.
- Participation Hub Page: Place for organizations and community members to submit feedback on various sections of the Comprehensive Plan, provide input, share information, and follow calendar of events.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
Option A: Adopt the Resolution
Option B: Decline staff's request
Option C: Request more information

BUDGETARY/FISCAL ISSUES:
This is a one-time cost for services. The cost of this work is $4,976.84 and was included in the Planning & Development 2021 Budget.

ATTACHMENTS:
- Resolution
- Agreement
- Sample images of other Hub sites

City of Willmar

Committee Action Request

Meeting Date:	1/25/2021	**Agenda Item Number:**	4D
Agenda Section:	4 – Action Items	**Originating Department:**	Planning & Development Services
Resolution	Yes	**Prepared By:**	Sarah Swedburg, Planner
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	3	**Presented By:**	Sarah Swedburg, Planner
Item:	**Resolution Authorizing Administrator to Enter into an Agreement with Pro-West to Develop ArcGIS Hub site for Comprehensive Plan.**		

RECOMMENDED ACTION:
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Option A: Adopt the Resolution
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ATTACHMENTS:

- Resolution
- Agreement
- Sample images of other Hub sites

RESOLUTION NO. _____

PRO-WEST & ASSOCIATES, INC. CONSULTANT SERVICES CONTRACT FOR ARCGIS HUB SITE DEVELOPMENT

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the City Administrator be authorized to enter into a Consultant Services Contract between the City of Willmar and Pro-West & Associates, Inc., for the development of an ArcGIS Hub Site.

Dated this 1st day of February, 2021.

_____
MAYOR

Attest:

_____
CITY CLERK

CONSULTANT SERVICES CONTRACT

This Contract is made this _____day of _____, 20____, by and between the CITY OF WILLMAR, a Minnesota municipal corporation, 333 6th Street SW, Willmar, MN 56201, ("CITY"), and Pro-West & Associates, Inc., a Minnesota Corporation, ("CONSULTANT"), (collectively the "PARTIES").

WHEREAS, CITY requires software development, data development, and related professional services (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various software development, data development, and related professional services required by CITY.

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

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, (the "Scope of Services"), attached hereto and incorporated herein by reference.

B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY's authorization of the changed scope of services.

C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT's effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT's compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

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

E. **Insurance.** CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all insurance required herein and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on his subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All this insurance coverage shall be maintained throughout the life of this Contract.

1. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, statutory worker's compensation coverage. Except as provided below, CONSULTANT must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts CONSULTANT from Workers' Compensation insurance or if CONSULTANT has no employees in the City, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements. If during the course of the Contract CONSULTANT becomes eligible for Workers' Compensation, CONSULTANT must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance.

2. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, general commercial liability ("CGL") and business automobile liability insurance coverage insuring CONSULTANT against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONSULTANT or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. The policy(ies) shall name CITY as an additional insured for the services

provided under this Contract and shall provide that CONSULTANT's coverage shall be primary and noncontributory in the event of a loss.

3. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

Worker's Compensation	Statutory Limits
Employer's Liability	$500,000 each accident $500,000 disease policy limit $500,000 disease each employee
Commercial General Liability	$2,000,000 property damage and bodily injury per occurrence $2,000,000 annual aggregate $2,000,000 annual aggregate Products – Completed Operations
Comprehensive Automobile Liability	$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles

4. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.

5. CONSULTANT's insurance policies and certificate(s) shall not be cancelled or the conditions thereof altered in any manner without Ten (10) days prior written notice to CITY.

6. CONSULTANT's policies shall be primary insurance to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONSULTANT's performance under this contract.

7. CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles. If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached.

8. CONSULTANT's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance, if applicable.

9. All policies listed in Paragraph I.E.3. above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.

10. CONSULTANT shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota

11. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract if CONSULTANT is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against CONSULTANT.

SECTION II – CITY'S RESPONSIBILITIES

A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the Planning and Development Director, in accordance with Section III of this Contract.

B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request.

C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services detailed in Exhibit 1, attached hereto.

D. David Ramstad, CITY's Planning and Development Director, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY'S policies with respect to the Project and CONSULTANT's services.

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

SECTION III – CONSIDERATION

A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 1, (the "Cost Estimate"), which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.

B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the Planning and Development Director and expenses within forty-five

days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

A. **Term.** This Contract shall be in effect until such time as the Project is completed or as otherwise provided in this Contract.

B. **Termination.** This Contract may be terminated by either PARTY for any reason or for convenience by either PARTY upon thirty (30) days' written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.

C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract.

D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the Planning and Development Director prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the Planning and Development Director as determined by CITY.

SECTION V – INDEMNIFICATION

A. CONSULTANT shall indemnify, protect, save, hold harmless and insure CITY, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable or caused by the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of CONSULTANT or CONSULTANT's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Contract or the Project. CONSULTANT shall defend CITY

against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY, except that for professional liability claims, CONSULTANT shall have no upfront duty to defend CITY, but shall reimburse defense costs to CITY to the same extent of CONSUTANT'S indemnity obligation herein. 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 negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONSULTANT agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.

B. CITY shall indemnify protect, save, hold harmless and insure CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable or caused by the negligent or otherwise wrongful act or omission of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – OWNERSHIP

A. **CITY Ownership of Work Product.** Except for any third party software, Know-How (as defined in Section VI, Paragraph D of this contract) or Pro-West Tools (as defined in Section VI, Paragraph C of this contract), the Services will be deemed a "work made for hire" (as defined by the Copyright Act of 1976). CITY will acquire ownership of the Services, but only after the payment in full by CITY of all Service Fees due to CONSULTANT.

B. **CITY License.** CITY acknowledges and agrees that CONSULTANT's business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that CONSULTANT utilizes and develops.

Accordingly, CONSULTANT will retain ownership and all rights to Know-How and CONSULTANT will be free to use all Know-How for its business purposes or in providing services to other clients. CONSULTANT retains the right to use the general knowledge, experience and know-how acquired by it in the course of performing work for CITY (except to the extent the same constitutes CITY's proprietary property). To the extent Know-How is contained or reflected in the Services, CONSULTANT hereby grants CITY a perpetual, worldwide, nonexclusive, nontransferable, irrevocable, royalty-free, fully paid up right and license to use, copy, modify, and prepare derivative works of the Know-How but only to the extent the Know-How is embedded in the Services, or is necessary for CITY to receive the benefit of the Services. CITY will not copy the Know-How, in whole or in part, except for CITY's own use or archival purposes.

C. **Pro-West Tools.** Notwithstanding anything herein to the contrary, CONSULTANT is and will remain the owner and/or licensee of all right, title and interest in and to any software development tools that may be used to develop any software for CITY hereunder (any "Pro-West Tools"). This Agreement does not transfer or grant CITY any rights, title, or interest in or to any Pro-West Tools.

D. **Know-How.** The term "Know-How" means any material of a general abstract character that is used in, enhanced, or developed in the course of providing Services, including, but not limited to, methodologies, delivery strategies, approaches, practices, generic software tools, routines, components, generic code libraries (both open source and proprietary to CONSULTANT), generic content, research and background materials, training materials, application building blocks, templates, analytical models, project tools, development tools, inventions, solutions, ideas and descriptions thereof.

E. **Restriction on Transfer by CITY.** CITY will not have the right to lease, rent, sell, pledge, assign, sublease or otherwise transfer or dispose of, in any complete, partial or modified form, the Know-How or any Pro-West Tools, notwithstanding anything herein to the contrary.

F. **Proprietary Information.** The Know-How and any Pro-West Tools are the property of CONSULTANT, and the ideas, systems, and methods of operation and information contained within the Know-How and any Pro-West Tools are trade secret information of CONSULTANT. CITY understands that any unauthorized copying of the Know-How and any Pro-West Tools, and any unauthorized disclosure or use of any CONSULTANT trade secret information, is prohibited. CITY will not use, disclose, reproduce or otherwise make available any CONSULTANT trade secret information to any person other than employees of CITY who need to know such information in order to utilize or receive the benefit of the Services, or is necessary for CITY to receive the benefit of the Services. CITY will advise each of its employees who are permitted access to the Know-How, any Pro-West Tools, or any CONSULTANT trade secret information, of the restrictions upon duplication, disclosure and use contained in this Agreement.

SECTION VII – GENERAL TERMS

A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally

bound hereby.

B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

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

CITY:
David Ramstad
Planning and Development Director
333 6th Street SW
Willmar, MN 56201
Phone: (320) 235-8311
Email: dramstad@willmarmn.gov

CONSULTANT:
Brandon Crissinger, VP, COO
8239 State 371 NW PO BOX 812
Walker, MN 56484
Phone: 320-207-6854
Email: bcrissing@prowestgis.com

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

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

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

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

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

F. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.

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

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

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

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

K. **Force Majeure**. The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either PARTY is rendered unable

wholly or in part by force majeure to carry out its obligations under this Contract then the PARTY affected by force majeure shall give written notice with explanation to the other PARTY immediately.

L. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.

M. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.

N. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with CITY.

O. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.

P. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

Q. **Governing Law**. This Contract shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.

R. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act ("Act"), Minnesota Statutes, Section 13.01 *et seq*. CONSULTANT agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those functions that the CITY would perform is subject to the requirements of the Act, and CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONSULTANT to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.

S. **No Waiver.** Any PARTY's failure in any one or more instances to insist upon strict

performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that PARTY's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.

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

U. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

V. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.

W. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.

X. **Survivability**. All covenants, indemnities, guarantees, releases, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.

Y. **Execution**. This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any PARTY to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing PARTY.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

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

CONSULTANT: PRO-WEST & ASSOCIATES, INC.

By: _____ Date: 1/27/21
(Signature)

Title: Vice President, COO
Print Name: Brandon Crissinger

CITY OF WILLMAR:

By: _____ Date: _____

Brian Gramentz, City Administrator

EXHIBIT 1

SCOPE OF SERVICES & COST ESTIMATE

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

[Attach Project Estimate]

PROJECT ESTIMATE
Schedule 1

City of Willmar, MN
Hub for Comprehensive Plan

Date: January 19, 2021

Client: City of Willmar, MN
333 SW 6th Street
Willmar, MN 56201

PROJECT MANAGEMENT

Pro-West & Associates Project Manager:	Name: Phone: Email:	TBD
Client Project Manager (PM):	Name: Phone: Email:	TBD
Invoice Contact *(if different from Client PM)*	Name: Address: Email:	TBD
Project Schedule:		TBD

CLIENT RESPONSIBILITIES

1. Attend all phone calls
2. Be available for any for questions if they may arise during the project
3. City must provide PWA access to a Creator User with Administrator Role in the city's ArcGIS Online Organization.
4. City must provide all narrative and media content required.
5. City must provide any and all data to be used in the Hub and its applications

*If assistance is needed with client responsibilities, additional costs may apply

8239 State 371 NW | PO Box 812 | Walker, MN 56484
PH 320.207.6868 | FX 320.207.6869 | www.prowestgis.com | consult@prowestgis.com

DELIVERABLES

Overall Application(s)/Page(s)

1. **Comprehensive Plan Hub Main Page**
    - Landing page to describe the purpose and goals of the community, timelines, contact information, outline or briefly describe the other pages.
    - Embed or hyperlink **Community Map** containing simple layers for general reference purposes (city boundary, roads, property parcels).
    - Embed or hyperlink **Parks and Trails** map containing park areas w park POIs, trails, and walk or drive time polygons to show accessibility (city must decide time or distance for walk/drivetime distance).
    - Embed or hyperlink **Development Activity** map containing points representing the development since 2017.
    - Embed or hyperlink **Zoning and Special Districts** map containing zoning, opportunity zones, and renaissance districts
2. **Comp Plan 101 Hub Page**
    - Page to contain information and media content describing the use and value of a comprehensive plan and how to use one.
3. **Participate Page**
    - **Submit Comp Plan Feedback -** Survey123 embedded or hyperlinked from page for general public to share contact info and feedback, opt in for city emails.
    - Embed or hyperlink calendar of events, and to be provided by the client.
    Data

Data

**The data must be a snapshot in time and should not be connected to the living/working datasets. Must be determined if it will live on premise or in AGO as hosted feature layers.*

1. Geopolitical Areas (Type, Name)
    - City multiple polygons to be merged into single multipart polygon, add county boundary polygon that's missing.
2. Road Centerlines (multiple attributes)
    - TrunkHighways and Roads should be merged into a single feature class and clipped the the city boundary as appropriate.
    - Consideration should be given to how roads will be used in the maps when Esri provides basemaps with road data. Are the client-provided roads information a part of the comp plan or just used for general reference?
3. Property Parcels (multiple feature classes)
    - There are multiple feature classes that contain parcel geometry but have a small number of additional attributes that are used to symbolize those attributes such as zoning.

- Parcels and CityofWillmarProperty are the same geometry and should not be two datasets. Parcels contains polygons outside of the city boundary that are adjacent to it (presumably to help viewers visualize the property adjacent to the city). The township/city attribute can be used to distinguish between in-city parcels and out-of-city parcels. Both feature classes have a DevlpSts attribute, but only the CityofWillmarProperty feature class has values in it, and these values should be populated into the single source of data.
- For any maps needing to focus on city property, recommend definition queries, styling, or other methods to differentiate parcels where parcels with city as the owner instead of creating another layer.

4. Zoning Districts
    - Zoning has parcel geometry for most of the polygons, but not all polygons align with parcels. Recommend dissolving this layer into the Zoning attribute(s) so there are fewer features that will render faster on a map. Alternatively, Zoning could be joined to the parcels using the PIN attribute, add a zoning attribute(s) to the parcels and field calculate the zoning information into it. However, there are some Zoning polygons that do not have PINs, and some do not align with parcels.
5. Special Districts
    - RenaissanceOverlayDistrict and OpportunityZone layers are polygons with no relevant attributes at the moment. Recommend creating one layer for special districts with basic name, type-like attributes and loading the two polygons into it.
6. Park Areas
    - Create polygon layer with attributes to contain parks. Load parcels that are identified as parks in the CityofWillmarProperty dataset.
7. Park Access Areas
    - Create walk/drivetime areas using the park areas to show what areas have efficient access to parks.
8. Development Activity points or polygons
    - Create layer to represent development activity that contains the permit and other development information.
9. Comprehensive Plan Participants
    - Points or table to contain the names of participants from the general public who provide feedback or want to engage in the planning process.

PROJECT COMPLETION & POST PROJECT SUPPORT

Project Completion:
The project will be completed when:

1. Hub and associated application(s) have been developed
2. One round of iterations has been completed

Upon project close, the Hub and applications will be managed and maintained by the City.

Post Project Support
PWA understands that support requests and/or general support inquiries will occur after the project is completed. We welcome those inquiries and look forward to supporting you in the future! Below are common inquiries related to general support requests.

1. If there are issues with the deliverables or if clarification is needed regarding the deliverables, contact the PWA Project Manager listed in this scope.

2. If the PWA Project Manager is contacted, after the project is completed, you may be invoiced for that call or email. The PM will discuss invoicing needs during the call. If you contact anyone other than the PWA Project Manager, after the project is completed, an invoice will be sent based on current hourly rates.

3. If the Project Manager is contacted after the project is completed, they are not available to respond, and the need is urgent *(ie: the Project Manager is on vacation or is attending a workshop)*; contact PWA's main office number for assistance: 320-207-6868 or follow directions listed on the Project Managers out of office reply (if email is used).

    a. There may be an invoice sent for the support request based on current hourly rates if Technical staff are contacted directly. The PWA Project Manager will follow up when they are available to discuss invoicing.

4. PWA asks that both the PWA Project Manager and the Technical person be copied on emails to ensure prompt service and clarification on needs and any additional fees. If at any time there is a question about an invoice or support need, contact the PWA Project Manager.

5. If there are general questions about any topic related to GIS and/or PWA Services, contact the PWA Project Manager listed in this scope. You may be invoiced for that call or email. The PM will discuss invoicing needs on the call.

PROJECT RISKS & MITIGATION

1. Stakeholders are not identified at the beginning of the project
    a. Mitigation: City and PWA will identify stakeholders at the project kick off. If changes in stakeholders occur, they will be communicated to the stakeholders immediately to eliminate and/or minimize timeline and budget changes.

2. Stakeholders change throughout the project
    a. Mitigation: Maintain the same project stakeholders throughout the project. If stakeholders do change, it is the client's responsibility to communicate the purpose of the project to the new stakeholder or for PWA to communicate changes to the client. If the project changes due to a change in stakeholders, additional charges may apply and the timeline may be affected.

3. Feedback. Various tasks will be completed throughout the project. It is the responsibility of project stakeholders to ensure that feedback is provided per the timelines agreed upon.
    a. Mitigation: communicate feedback/task delays to project stakeholders immediately. Project budget and/or timelines may be affected by delays

COST ESTIMATE

$4,976.84

Invoicing Schedule: PWA will invoice monthly based on percent of project completed.

If the scope, objectives, or timeline change significantly before the project is completed, we will agree to discuss any necessary modifications to our agreed-upon fee or to the scope, objectives, or timeline of the project.

** Payment is due within 45 days of an invoice date. If payments are not received within 45 days of the invoice date, a late fee of 1.5% of the invoice amount will be charged for each 45 day cycle that the payment is late.*
*** 3% convenience fee will be added for payment by credit card*

To proceed with the described services in this estimate, please sign and date below and return to the Project Manager listed above.

CLIENT
Acceptance Signature:

_____ Date:_____

Pro-West & Associates
Signature:

_____ Date: 1/21/21

Estimate valid for 90 days

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[*Certificates of Insurance attached hereto*]

PROWEST-01 ANDJA1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
First National Insurance Services
P.O. Box 520
Walker, MN 56484

CONTACT NAME: Janyce Andress
PHONE (A/C, No, Ext): (218) 675-3454 FAX (A/C, No): (218) 547-4721
E-MAIL ADDRESS: janyce@fninorth.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Secura	22543
INSURER B : The Hartford SCIC	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pro-West & Associates, Inc.
PO Box 812
Walker, MN 56484

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		BP2067931	4/3/2020	4/3/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			A3144607	4/3/2020	4/3/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CU3134366	4/3/2020	4/3/2021	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000						Personal & Adv	$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		41WECAD2ER0	6/30/2020	6/30/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Holder is additional insured on General Liability on a primary and non-contributory basis when required by written contract per form ILE 1085 (1303).

CERTIFICATE HOLDER

City of Willmar
333 6th Street SW
Willmar, MN 56201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Janyce Andress

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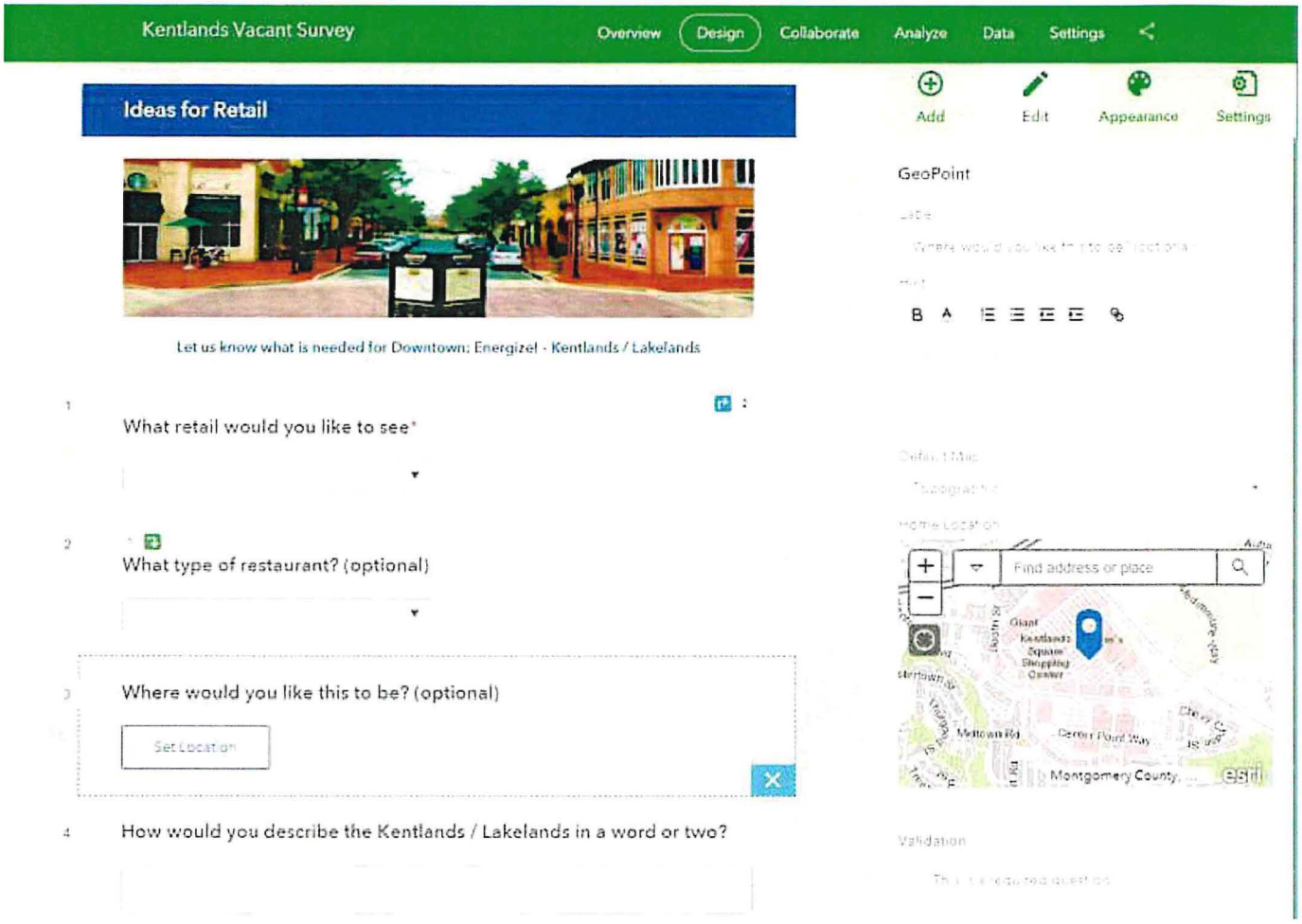
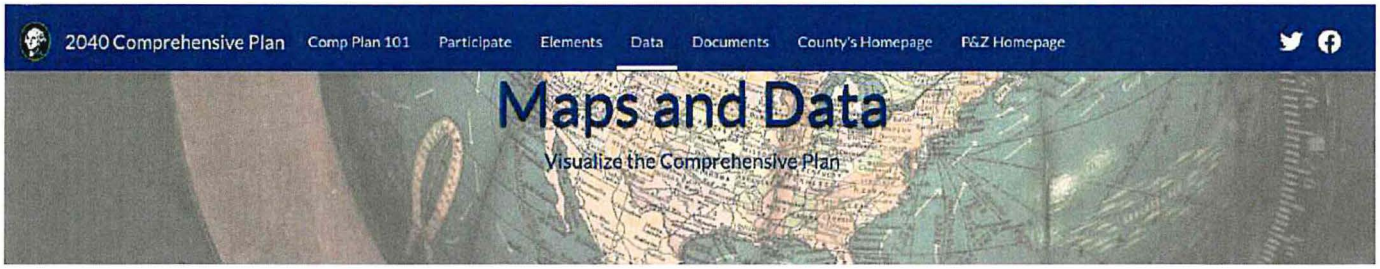
"**ArcGIS Hub** is an easy-to-configure community engagement platform that organizes people, data, and tools through information-driven initiatives. With ArcGIS Hub, organizations can leverage their existing data and technology and work together with internal and external stakeholders to track progress, improve outcomes, and create vibrant communities."





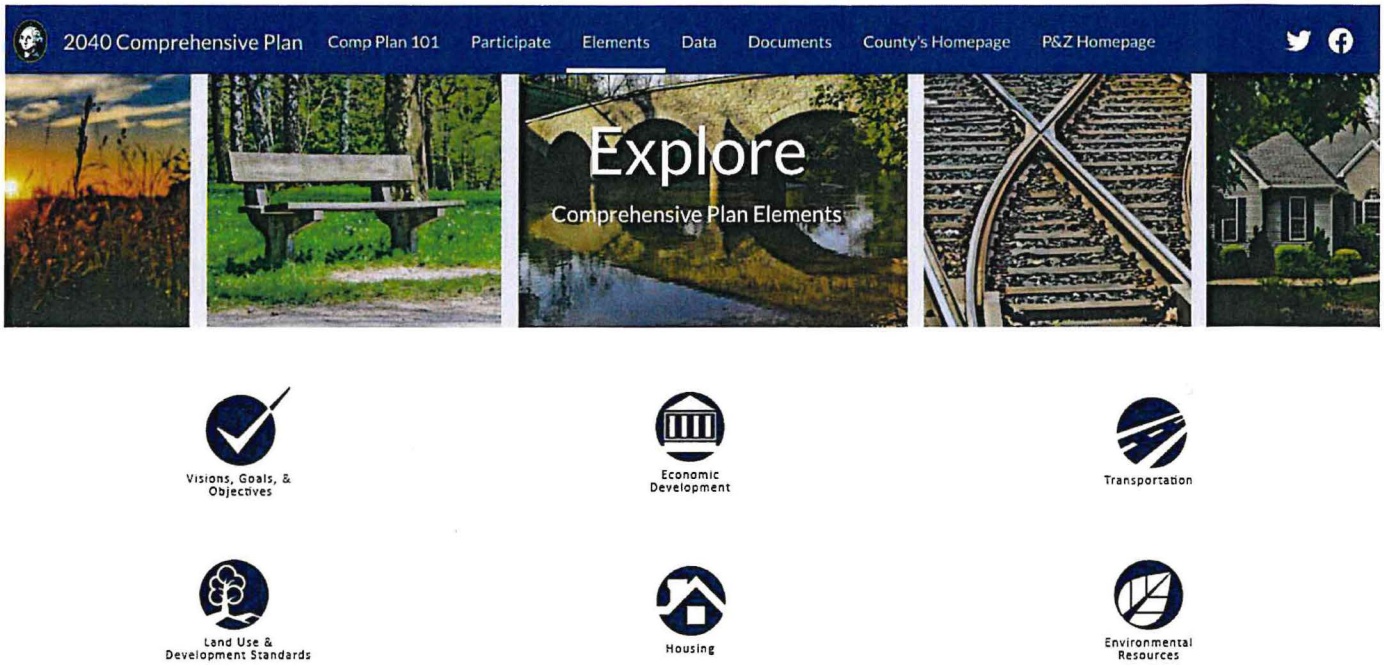
The maps associated with this website help to illustrate data and provide visual support to various elements within the text of the Comprehensive Plan. The use of GIS (Geographic Information Systems) in decision making at the local government level has provided a user friendly portal for sharing this information with the community. Data is the collection of facts and historical statistics that are significant in determining the future needs of the community based on past trends and analyses. During the comprehensive planning process, we want to highlight our interaction with the public in the form of Survey Results and Presentations to make sure every citizen has access to the Plan's development.

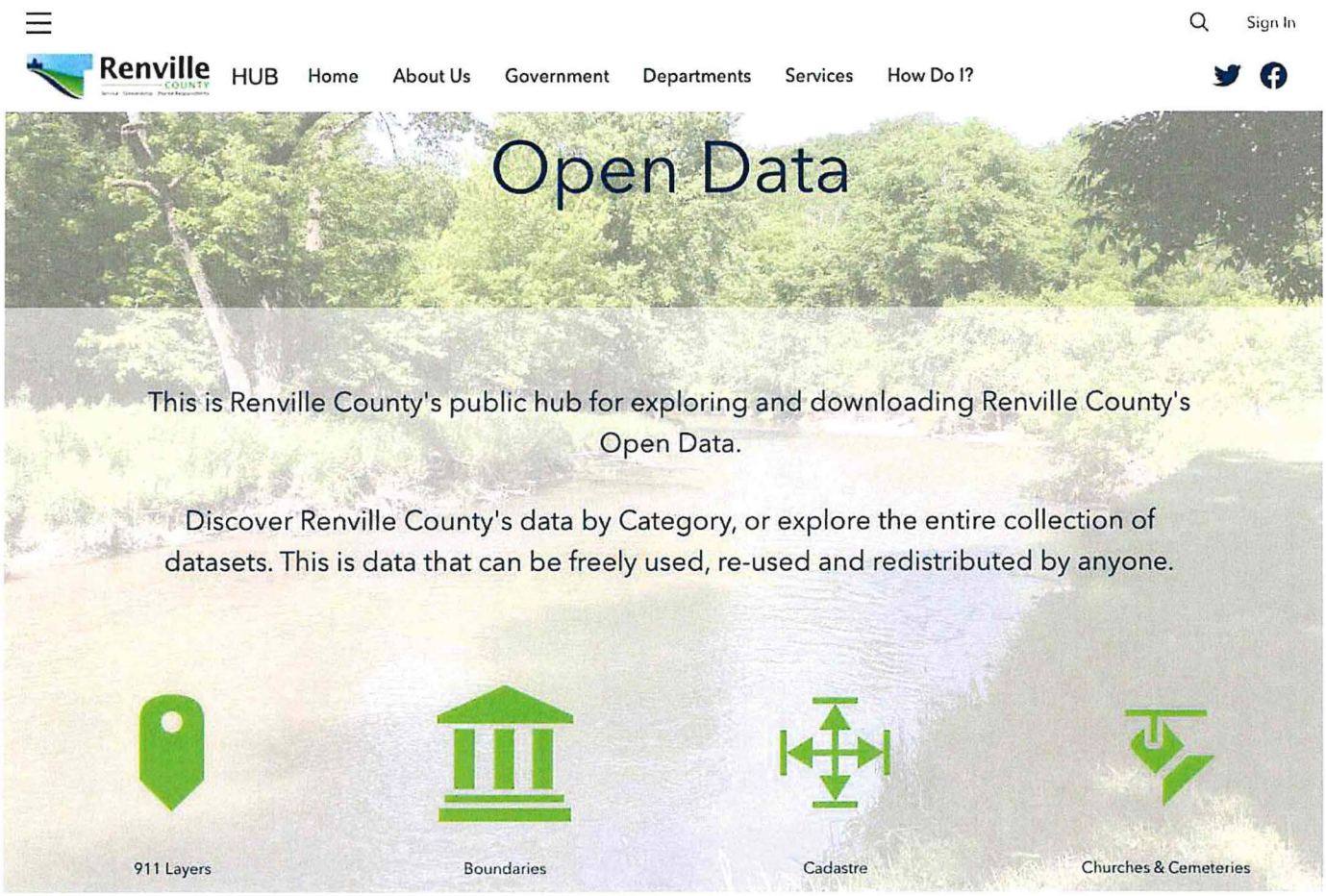
Protected Lands Dashboard

Development in Washington County, MD

Development Tracker Map

Historic Resources


2040 Comprehensive Plan
Comp Plan 101
Participate
Elements
Data
Documents
County's Homepage
P&Z Homepage
Explore
Comprehensive Plan Elements
Visions, Goals, & Objectives
Economic Development
Transportation
Land Use & Development Standards
Housing
Environmental Resources


Sign In
Renville COUNTY
HUB
Home
About Us
Government
Departments
Services
How Do I?
Open Data
This is Renville County's public hub for exploring and downloading Renville County's Open Data.
Discover Renville County's data by Category, or explore the entire collection of datasets. This is data that can be freely used, re-used and redistributed by anyone.
911 Layers
Boundaries
Cadastre
Churches & Cemeteries

LABOR RELATIONS COMMITTEE MINUTES

The Labor Committee met on Tuesday, January 26, 2021 at 5:45 p.m. over GoToMeeting.

Present:	Vicki Davis	……. Chair
	Michael O'Brien	……. Vice Chair
	Justin Ask	……. Council Member
	Tom Butterfield	……. Council Member

Others present: Human Resource Director Samantha Beckman, City Administrator Brian Gramentz, Mayor Marv Calvin, and Shelby Lindrud journalist for the 'West Central Tribune.'

Item No. 1 Call to Order

The meeting was called to order by HR Director Beckman at 5:45 p.m.

Item No. 2 Elect Chair & Vice Chair (Information)

A motion was made Council Member O'Brien, seconded by Council Member Ask and passed to appoint Council Member Davis as the Chair of the Labor Committee. A motion was made Council Member Butterfield, seconded by Council Member Ask and passed to appoint Council Member O'Brien as the Vice Chair of the Labor Committee.

Item No. 3 City Administrator Search Update (Motion)

Staff presented Baker Tilly's search proposal with one update; the cost to complete an Administrator search for Willmar will now be no more than $5,500 to cover advertising and travel expenses. Council Member Butterfield brought up the possibility of removing the language from the contract that made Baker Tilly our exclusive recruiter for this position and bringing the opening to our local staffing agencies. After discussion, a motion was made Council Member Ask, seconded by Council Member Davis and passed to authorize Baker Tilly to conduct the Administrator search.

Item No. 4 Miscellaneous (Information)

Staff reported that the Forensic Analyst job description will be presented at our next Labor Committee Meeting on February 9th.

There being no further business to come before the Committee, the meeting was adjourned at 6:12 p.m. by Council Member Davis.

Respectfully submitted,

Samantha Beckman

Samantha Beckman
Human Resources Director

City of Willmar

City Council Action Request

Council Meeting Date:	February 1, 2021	**Agenda Item Number:**	13.A.
Agenda Section:	Labor	**Originating Department:**	Human Resources
Resolution		**Prepared by:**	HR Director
Ordinance	NO	**Reviewed By:**	Labor Committee
No. of Attachments	Two (2)	**Presented By:**	City Councilor Davis
Item:	From the Labor Committee recommending Baker Tilly for our City Administrator search.		

RECOMMENDED ACTION:
Motion By: _____Second By: _____,

COMMITTEE RECOMMENDATION:
The Labor Committee reviewed the proposal and updated pricing estimate. After discussion regarding other local staffing agencies, the Committee decided to proceed with Baker Tilly.

OVERVIEW:
With the upcoming retirement of our current City Administrator, the City must move forward with our search process for a new Administrator. Baker Tilly provided a proposal for their services. As their firm has already met with most staff and elected officials and already developed a brochure, they would be able to begin our search process faster than any other search agency.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
1. Obtain bids from alternate firms
2. Attempt to fill the Administrator position without an agency

BUDGETARY/FISCAL ISSUES:
Advertising and travel expense reimbursement of no more than, $5,500

ATTACHMENTS:
Email with updated, correct pricing
Baker Tilly full proposal (with incorrect price listed)

Janell Sommers

From: Heminover, Patty <Patty.Heminover@bakertilly.com>
Sent: Monday, January 25, 2021 10:58 AM
To: Samantha Beckman
Subject: City Administrator Search - Redo

Hi Samantha,

Per our City Administrator Search Agreement with the City, Baker Tilly has agreed to redo the City Administrator Search with no additional professional fees. The City of Willmar will only be responsible for project-related expenses (see below). The expenses are estimated on the high side and will depend on the number of candidates moving forward in the process. I will plan to provide you with updates as we move forward.

Expenses: Up to $5,500 (This will depend on the number of candidates)

- Advertising cost
- Printing (semi-finalist & finalist books for City Council)
- Copies (semi-finalist & finalist books)
- Mailings (sending semi-finalist & finalist books to City Council)
- Background Checks (will depend on the number of candidates)
- Academic Verification (will depend on the number of candidates)
- Recorded Video Interviews (will depend on the number of candidates)
- TTI Management and Leadership Assessment (will depend on the number of candidates)
- Travel

Thank you,
Patricia Heminover
Director

bakertilly

Baker Tilly US, LLP
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patty.heminover@bakertilly.com | bakertilly.com

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Star Tribune TOP 150 WORKPLACES 10 YEAR HONOREE

City of Willmar, Minnesota

Proposal to provide executive search services

January 5, 2021

bakertilly
now, for tomorrow.

Baker Tilly US, LLP
2500 Dallas Parkway, Suite 300
Plano, TX 75093
T: +1 (972) 748 0300
F: +1 (214) 452 1165
bakertilly.com

January 5, 2021

Ms. Samantha Beckman
Human Resources Director
City of Willmar
333 Southwest 6th Street
Willmar, MN 56201

Dear Ms. Beckman:

Baker Tilly US, LLP (Baker Tilly) appreciates the opportunity to submit the following proposal for executive recruitment services to the City of Willmar (the City) to help you identify your next City Administrator. We believe that our record of successfully placing qualified and very accomplished professionals, along with our extensive experience providing executive recruitment services to cities, counties and other public-sector organizations nationwide, will be beneficial for your recruitment and will allow us to find the candidate who has the traits, skills, experience and overall competence you desire for your organization.

We know that you have options when it comes to selecting a recruitment firm. However, we believe that our unique approach, highly regarded customer service practices, and our record of identifying and recruiting top level executives in similar roles, sets us apart from our competitors. Additionally, we offer the following unique features:

- **Customized profile development:** working with the members of the City Council and designated staff, we develop a customized candidate profile based on the required, desired and preferred qualifications, traits and attributes you seek in the individual you interview or hire for your next City Administrator. We strive to understand how the City's current and anticipated needs and organizational priorities will shape your recruiting and selection requirements; then we collaborate with you to develop a nationwide or regional marketing, recruiting and outreach campaign. This approach has proven to effectively allow us to identify, attract and recruit highly qualified candidates for your review.
- **Proprietary management/leadership assessment:** relying on exclusively licensed predictive analytics tools (using data to determine patterns and forecast future outcomes and trends), we administer assessments to selected applicants to help us identify human potential in each of the candidates we present to you. Results are "Real," "Impactful," and "Powerful." Furthermore, these results can provide you with more profound insights into the candidate's management traits and leadership styles based on scientific data.
- **Recorded video interviews:** we ask selected candidates (semi-finalists) to complete a recorded, one-way video interview, using questions developed from your "candidate profile," which gives your review team an additional tool to evaluate the semi-finalists before inviting them to a face-to-face interview.
- **Proprietary online application management:** our exclusively licensed, proprietary online application system enables us to efficiently manage applicant flow, classification and allows us to communicate with each applicant quickly and effectively. We communicate in real time with applicants, thereby engaging and informing them of each step, search related assignment and corresponding timeline throughout the process. Our system also allows us to access, review and evaluate thousands of prior applicants or individuals who have manifested interest in similar positions. Generally, these are individuals who may not be actively seeking a job, but who may be open to "the right opportunity." This is another benefit and advantage we provide to our clients, which enables us to access a larger number of active and passive job seekers.

This proposal details about our approach, expertise, references and pricing for this executive recruitment. Our team would consider it a professional privilege to provide these services to the City of Willmar.

Very truly yours,

BAKER TILLY US, LLP

Chuck Rohre
Firm Director
M: +1 (214) 608 7477
E: chuck.rohre@bakertilly.com

Patty Heminover
Director
M: +1 (651) 968 7841
E: patty.heminover@bakertilly.com

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Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

bakertilly
now, for tomorrow.

1. General information

Firm introduction

Baker Tilly is a nationally recognized firm with a long history of service to clients located throughout the country. For more than 85 years, Baker Tilly has understood that our business demands absolute integrity, a belief in the value of trusted relationships and a willingness to collaborate with every client. We will strive to continue to deepen and enhance our relationship with the City as we seek to become your Value Architect™.

Executive recruitment for public and non-profit clients has been a part of Baker Tilly's portfolio of advisory services for more than 30 years. Within Baker Tilly, our executive recruitment team consists of ten recruitment consultants and project coordination staff available to meet your executive recruitment needs. Each consultant assigned to this recruitment has experience working with villages, cities, counties, special districts and school districts and the many different disciplines that comprise the City of Willmar organization. Our consultants bring an experienced, participatory and energetic perspective to each engagement; our unique approach and personal touch are reflected in our internal standard to provide outstanding services that exceed your expectations. Our combined consultant team has conducted nearly 1,500 executive searches.

The Baker Tilly project team will collaborate with the City Council and the City's designated staff as your technical advisor to ensure that the recruitment process for your next City Administrator is conducted in a thorough and professional manner consistent with "best practices" in the public sector executive recruitment space. Our objective is to generate highly qualified candidates and assist you with the screening and evaluation of these candidates.

Since our firm's beginning, we have emerged as a leader in human resource management consulting and executive recruitment. It is our 30+ years of consulting experience, coupled with our unique approach and personal touch that drives our internal standard for delivering only outstanding services and leading-edge products.

Project contacts and locations

Chuck Rohre, Firm Director
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Plano, TX 75093

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F: +1 (214) 452 1165
E: chuck.rohre@bakertilly.com

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Saint Paul, MN 55101

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M: +1 (651) 968 7841
F: +1 (651) 223 3046
E: patty.heminover@bakertilly.com

2. Understanding and approach

The recruitment will be national and inclusive in nature, with a candidate pool of diverse, experienced and talented individuals.

Our understanding of Willmar's needs

We understand the City is looking for a timely, effective, efficient, responsive, well-managed and thorough search process to recruit and identify highly qualified candidates for its next City Administrator.

Baker Tilly will work with the City to understand the desired qualities and professional capabilities that are most important to your organization for this recruitment. This information helps us present the City of Willmar and the vacancy to well-regarded candidates, emphasizing the opportunities for leadership and professional growth as well as presenting the City of Willmar as a vibrant and thriving community in which to live.

We recognize that there is significant competition for experienced local government managers today. For this reason, we work with you to develop a recruitment strategy that includes an aggressive marketing, recruiting and candidate outreach campaign. As you know, a successful recruitment often depends upon the ability to reach successful executives who may not necessarily be in search of new employment opportunities. Thus, we use existing resources to inform and encourage qualified professionals to apply for opportunities with your organization. We believe that these efforts are critical to ensuring that the City receives a qualified candidate pool.

Baker Tilly manages and tracks applicant information and provides regular communications, updating the applicants on the status of the recruitment. Our communications are always professional and respectful.

We take pride in our ability to provide the City Council with comprehensive information about each candidate we present, expanding beyond applications and resumes, to better understand their professional experience, the leadership and management style they will bring to your organization, and their motivation for pursuing this career opportunity. We also assist you in the preparation of interview questions, interview day scheduling, planning and structuring as needed. Additionally, we are available to you and present throughout each interview session and are able to facilitate your deliberations and negotiations with the top candidate.

Recruitment solutions during the Covid-19 Pandemic

In response to the COVID-19 Pandemic, the Baker Tilly executive recruitment team leader will work closely with the Willmar designated point of contact to develop alternative methods to complete all aspects of our established search processes using existing technologies and ensure the overall safety of all involved, which may include virtual or telephonic meetings, interviews or conversations.

As such, we will creatively collaborate with your organization to provide you with access to critical information you may need to make your hiring decisions. Additionally, we can utilize our capability for video conferencing during meetings, candidate interviews, etc.

When the time arrives for the City Council to interview candidates, we may encourage and support the steps established or recommended by local, state or federal guidelines, public health and medical professionals, including social distancing guidelines and protocols.

Baker Tilly has successfully organized several successful virtual and on-site interview processes following the prescribed social distancing protocols and best practices. As such, Patty Heminover is able to provide corresponding on-site support and assistance, if requested.

Remote work

For Baker Tilly, the safety of our people is paramount. We are committed to playing our part in containing COVID-19 by practicing responsible social distancing. As of this writing, our firm is directing all professionals work remotely. Because Willmar expects and deserves tailored, personalized service, we recognize that this policy may cause concern. **Please understand that we are prepared to deliver an exceptional service experience remotely if necessary**.

The City's engagement team has various tools enabling them to assist you from any location. Baker Tilly professionals each receive their own laptop and remote access credentials to connect to our internal network from outside the office. When Baker Tilly and the City are not able to meet in person, we have web conferencing software – including Zoom, WebEx and Microsoft Teams – to quickly set up online meetings.

Proposed solution to meet Willmar's needs

The recruitment will be conducted out of our St. Paul office. Patty Heminover will serve as the project team leader. Our proven process includes five major tasks:

1. **Recruitment brochure development and advertising**
   - We schedule and meet with your new City's elected officials, appointed management team members and key stakeholders, as requested, to understand your desired needs, strategic directions, overall candidate expectations and to develop a candidate profile
2. **Execution of recruitment strategy and identification of quality candidates**
   - Using the approved profile, we develop a colorful, appealing brochure and embark on a national or regional targeted recruitment campaign
   - Additionally, we simultaneously launch a direct applicant outreach campaign targeting eligible prospects identified via our extensive searchable applicant database
   - Using our proprietary applicant tracking system, we communicate and update applicants on key processes and corresponding search progress
3. **Screening of applications, recommendation of semi-finalists and selection of finalists**
   - Once we identify the most promising applicants, we ask them to complete our due diligence questionnaire and a candidate questionnaire while the project team conducts a comprehensive web and social media scan to elicit information that could be relevant to employment

- These applicants also complete a recorded, one-way video interview of selected questions designed to secure a different perspective on the applicant's overall qualifications
- We provide you with a Semi-Finalists Report of the top candidates, which includes resumes, cover letters and due diligence questionnaire responses
- Selected finalists complete a management and leadership style and strengths assessment (personality and behavior analysis) to provide us with important information about their styles, temperament, preference, etc.

4. **Conducting background checks (criminal, civil, credit and driving record), reference checks and academic verifications**
   - Background records checks and academic verification
   - References
5. **Final interview process**
   - Once your City Council identifies its top 3-5 finalists, we work with you and the finalists to coordinate all aspects of the interview process
   - Employment offer – assistance and feedback

Recruitment approach

Task I. Recruitment brochure development and advertising

The development of a comprehensive recruitment brochure that includes a profile of the ideal candidate is an important first step in your recruitment process. This profile includes the required academic training, professional experience, leadership, management and personal characteristics related to the success of the candidate in the position of City Administrator. The recruitment brochure will also include a profile that captures the essence of the City of Willmar as a highly-attractive venue for the successful candidate to live and work.

To prepare the recruitment brochure, the project team leader will come on site to meet with the Mayor, City Council and designated staff to discuss the required background, professional experience, and management and leadership characteristics for your City Administrator. We meet individually (or collectively depending upon your preference) with the Mayor and City Council to broaden our understanding of the position's leadership and management requirements, current issues, your strategic priorities and your expectations for the City Administrator.

Information obtained from these meetings, coupled with our review of the job description and other City documents, is used to prepare a position and candidate profile. The completed profile will be approved by the Mayor and City Council before recruitment begins. The position and candidate profile will be central to our recruitment strategy and outreach to potential candidates.

The project team will also work with the City of Willmar to develop an advertising and marketing strategy to notify potential candidates about the vacancy and conduct an open recruitment that encourages applications from a talented and diverse pool of candidates. Our team will place ads in appropriate professional publications, websites and local print media, if required, and coordinate with City staff to include information about the search on the City's social media platforms. Additionally, Baker Tilly has a high-traffic website which includes an exclusive location dedicated to encouraging potential candidates to upload their resumes. The aggressive advertising and marketing campaign for top talent will include national, state, regional and local elements as determined during our initial meetings with the City's representatives. Our customized mailing list, selected from our extensive database and contacts collected at appropriate public-sector conferences, will be utilized to further promote the City Administrator position.

Project Milestone	Deliverables	Timeline
Position profile and recruitment brochure development	– Interviews with the new City Council – Baker Tilly receives updated information on the City's budgets, organizational charts, images, logos, etc. – Update draft documents (recruitment brochure, advertisement, marketing letter and timeline)	2 weeks
Approve brochure, begin advertising and distribute marketing letter	– Updated brochure sent to the City for final approval – Commence advertising and distribution of recruitment brochure	1 week

Task II. Execution of recruitment strategy and identification of quality candidates

Utilizing the information developed in Task I, Baker Tilly will identify and reach out to individuals who will be outstanding candidates for the position of City Administrator. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on the professional contacts and relationships we have developed and maintained over many years.

These efforts will be supplemented by the creation of a customized database utilizing our extensive, interactive applicant database for the City Administrator position. This will provide the Baker Tilly team with the ability to customize applicant flow and tracking, communication with applicants and conduct database inquiries for candidates based on characteristics important to the City such as geographic location, particular experience, expertise and credentials.

While recruitment is under way, the project team will work with a team of up to 10 subject matter experts (SMEs) who know what successful performance in the City Administrator position looks like to reach consensus on the desired leadership and management style for the ideal candidate. We ask the SMEs to complete a 30-minute, on-line questionnaire. When aggregated, these responses generate a benchmark that prioritizes the key competencies, work values and leadership/management style attributes for this position, creating a framework for assessing candidate fit with the City. Later in the process, finalists for the position are asked to complete a companion questionnaire that allows us to match candidates' competencies, work values and leadership/management style to the benchmark.

Each candidate submitting a resume is sent a timely acknowledgement by our team, including an approximate schedule for the recruitment. Throughout the recruitment process, communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments.

Project Milestone	Deliverables	Timeline
Execution of recruitment strategy and candidate outreach	– Online data collection and profile development – Development of interactive, searchable applicant database for recruitment of the City Administrator – Baker Tilly performs direct outreach to prospective candidates identified in the recruitment strategy – Utilization of extensive applicant database to identify applications and review applicant pool for competencies/demographics	4-5 weeks

Task III. Screening of applicants and recommendation of semi-finalists

In Task III the project team, under the direction of Patty Heminover, will screen the candidates against the criteria within the position and candidate profile and develop a list of semi-finalists for recommendation to the Mayor and City Council. We will then narrow the list to a group of 10-15 semifinalists for review and select finalists on the basis of written candidate questionnaires, early due diligence information, consultant phone interviews and recorded, one-way video interviews.

Another unique aspect of our recruitment process is our use of online recorded interviews for the screening process. Responses are timed and questions are not provided in advance. This tool allows our team to develop a more comprehensive understanding of each candidate's ability to "think on their feet," as well as their personal and professional demeanor. Our team will provide an online link for the Mayor, City Council, as well as others who have input into the hiring decision, allowing them to review and later discuss the recorded responses. This provides your organization with additional candidate assessment tools that can be customized to fit the unique needs of the City.

Throughout the process, you will have access to our Master Applicant List (MAL), which will provide pertinent data for each applicant.

Project Milestone	Deliverables	Timeline
Applicant screening and recommendation of semi-finalists	– Baker Tilly compares applications to the approved candidate profile, developed in our searchable applicant database – Most promising applicants are asked to complete candidate questionnaires and provide due diligence information – Media, internet and social media scan for information pertinent to future employment – Top 10-15 candidates identified as semi-finalists – Semi-Finalist Report is prepared, including the brochure, master applicant list, cover letter and resume of candidates to be considered – Baker Tilly and the City review video interviews – Project team leader meets with Mayor and City Council to review recommended semi-finalists – Mayor and City Council selects finalists for on-site interviews – Finalists complete candidate management style assessment, responses are reviewed and interview questions are developed	2-3 weeks

Task IV. Conducting background checks, reference checks and academic verifications

When the Mayor and City Council approves of a group of finalists for on-site interviews, Baker Tilly will begin the process of conducting reference checks, background checks and academic verifications. A Confidential Reference Report is prepared for each finalist to complete our understanding of his/her management and leadership characteristics and professional work performance.

Background checks will include information from the following areas:	
Consumer credit	Bankruptcy
City/county – criminal	State district Superior Court – criminal
City/county – civil litigation	State district Superior Court – civil
Judgment/tax lien	Federal district - criminal
Motor vehicle driving record	Federal district – civil litigation
Educational verification	Sex offender registry

To ensure that our quality standards are maintained, we require a minimum of 10-15 business days between the time that you select the finalists for on-site interviews and when we submit the candidate documentation for your final interview process.

Project Milestone	Deliverables	Timeline
Design final process with City for on-site interviews with finalists	– Baker Tilly confirms interviews with candidates – Travel logistics are scheduled for candidates	1-2 days
Background checks, reference checks and academic verification	– Baker Tilly completes background checks, reference checks and academic verifications for finalists	2-3 weeks

Task V. Final interview process

Upon completion of Task IV, we will work with the City Council to develop the final interview process, including the use of virtual platforms as requested. We customize the final interview process according to the needs and functions of the position and according to your preference, instructions and directives to include steps that are important to you, our client. As such, the final interview process may include meetings with the department heads, a City tour and the opportunity for a meet and greet, if requested by the City Council. In advance of the interviews, we will provide documentation on each of the finalists which will provide the highlights of their leadership/management profile (Gap Analysis) as well as a summary of the results of the reference checks, background checks and academic verifications. In addition, the Final Report will include guidelines for interviewing the candidates, suggested interview questions and a candidate assessment process for your interview panel(s).

The project team leader will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates. In addition, we will assist you with the development of a compensation package and related employment considerations and assist with the negotiation of an employment agreement.

Project Milestone	Deliverables	Timeline
Final Report prepared and delivered to City	– Final Report is prepared; including brochure, interview schedule, cover letter, resume, candidate questionnaire, suggested interview questions, candidate assessment form and management style probing questions	1 day
On-site interviews with finalists	– Interviews are scheduled – Recruitment project team leader attends client interviews and is available to participate during deliberations of candidates	1-2 days

Offer made/accepted	– If requested, Baker Tilly participates in candidate employment agreement negotiations – Baker Tilly notifies candidates of decision – Baker Tilly confirms final process close out items with the City of Willmar	1-2 days

Our strategy for recruitment of diverse candidates

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We have established strong and credible networks with minority and female leaders nationwide. In addition, we are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Hispanic Network and are on their National Corporate Advisory Council. We participate in their membership events on a regular basis.

To that end, we take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. In this recruitment, we will use our established networks to make direct and personal contacts with prospective minority and female candidates and encourage them to consider the City of Willmar's City Administrator position. Because of our performance record in presenting a diverse applicant pool, these prospective candidates know they will be fairly considered in the process.

Baker Tilly is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status or sexual orientation. As a leader in the executive recruitment industry, we take positive actions to prevent and to remedy any discriminatory effects of business and employment practices.

Commitment to diversity and inclusion

Diversity, inclusion and belonging is **who we are** rather than simply what we do. We take a holistic approach by embedding the philosophy and practices of diversity, inclusion and belonging into all aspects of our business.

Baker Tilly is a member of CEO Action for Diversity & Inclusion launched on June 12, 2017 through a steering committee of CEOs focused on making D&I a *business priority and conversation.* It is the largest collection of business leaders openly committed to sharing successful diversity and inclusion initiatives and lessons learned. This corporate exchange provides a unified hub to share successes and challenges.

As a member, we pledge to:

1. Continue to make our workplaces trusting places to have complex and sometimes difficult, conversations about diversity and inclusion.
2. Implement and expand unconscious bias education.
3. Share best—and unsuccessful—practices.

Timeline

You will be asked during the first on-site meeting to review and approve a Timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you.

Why Baker Tilly is ideally suited to serve Willmar

There are many reasons Baker Tilly has distinguished itself from peers in public sector executive recruitment.

- **We are experienced and passionate about what we do.** Baker Tilly executive recruitment consultants are highly experienced and passionate about local government since all have spent a significant part of their professional careers in senior leadership positions for cities, counties and school districts. The Baker Tilly team has recruited and placed more than 1,500 executive-level positions within cities, counties, school districts and public and not-for-profit organizations.
- **We are focused on exceeding your expectations.** We believe in local government and want to assist the City of Willmar organization in building a great team. We want your organization to hire us again based on the success we achieve the first time we work together.
- **We believe that "ethical business practices" are a catalyst for success.** These practices include operating with transparency, responsiveness and sensitivity to the culture of your organization while pursuing an unrelenting commitment to high quality and professional services.
- **We believe in diversity.** Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. We are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Hispanic Network and are on their National Corporate Advisory Council.
- **We conduct a timely, high-quality recruitment that is within budget.** For an all-inclusive, not-to-exceed professional fee that includes the cost of professional services by the project team leader, the project support staff and all project related expenses such as advertising, preparation of a recruitment brochure, background, reference and academic verification checks and travel expenses for up to three on-site visits. We work with you to establish a timeline, respond to the City's needs and to unexpected circumstances that may develop during the course of a recruitment in order to expedite the recruitment, but not at the expense of finding high quality candidates for the City of Willmar.
- **We utilize the latest technologies that uniquely sets us apart.** Technology plays an important role in the Baker Tilly executive recruitment process. From our proprietary video interview system and our management/leadership style assessment analysis, to our proprietary online application system, we efficiently manage candidate information and provide the City with unique information about each candidate's leadership and management style and ability to respond extemporaneously to video questions.
- **We offer a "Triple Guarantee" that commits Baker Tilly to the City's success.**
  - We remain focused to assist with your executive recruitment until you make an appointment
  - We guarantee your executive recruitment for 12 months against termination or resignation for any reason – or we come back to fill the City Administrator position for no additional professional fee
  - We will not directly solicit any candidates selected under this contract for another position while the candidate is employed with your organization

Benefits to Willmar

Selecting Baker Tilly to conduct your executive recruitment provides you with the following benefits:

- **Comprehensive and structured process:** Our process is comprehensive and seamless, reflecting our years of interaction with local government employers and prospective candidates.
- **Transparency:** Baker Tilly comes to the City without having any preconceived notions or expectations about the Willmar and prospective candidates. The Baker Tilly team works closely with the City to make sure the process is transparent.
- **Confidentiality:** Prospective candidates know that their application will be kept confidential, allowing them to express interest in the City Administrator position without jeopardizing their current employment. Our reputation for ensuring candidate confidentiality as permitted by state and local law means that the City of Willmar can count on maximizing the number of qualified candidates interested in the position.
- **Candidate recruitment:** Baker Tilly actively recruits qualified candidates, drawing from our extensive personal and professional connections with capable individuals around the state, region and nation and assuring the City of its access to established managers and rising stars. The ability to widely recruit for prospective candidates is one of the primary benefits of using Baker Tilly.
- **Focused use of the City's time:** Baker Tilly's comprehensive process incorporates the active participation of City Council members at key steps in the process. Our process keeps decision makers fully advised and informed of all aspects of the process without requiring them to expend large amounts of time on the recruitment process or to put aside other pressing issues facing the City.
- **Minimize staff disruption:** Baker Tilly's search process also minimizes disruptions to City staff, some of whom may have additional duties in this time of transition. Because conducting a thorough recruitment can be time-consuming, Baker Tilly's involvement allows staff to stay focused on their primary and assigned functions.
- **Thorough evaluation of candidates:** The City of Willmar seeks a City Administrator of sound professional and personal character. Baker Tilly's process includes a thorough evaluation of the final candidates, including detailed information from references and a careful review of background records.

3. Proposed fees

The all-inclusive professional fee to conduct the recruitment is provided below.

Professional fee

The all-inclusive professional fee includes the cost of professional services by the project team leader, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site visits. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of Baker Tilly and are handled directly by the client organization.

The all-inclusive professional fee will be billed in four installments: 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and 10% upon acceptance of an offer by the candidate.

All questions regarding the professional fees and project-related expenses should be directed to Patty Heminover at patty.heminover@bakertilly.com or via phone at (651) 968 7841.

Phase	Description of professional services	Fee
Phase I	Task 1 Candidate profile development/advertising/marketing Task 2 Identify quality candidates	
Phase II	Task 3 Screening of applications and submission of recommended semi-finalists to client Task 4 Reference checks, background checks and academic verifications	
Phase III	Task 5 Final process/on-site interviews with finalists	
Conclusion	Acceptance of offer by candidate	
	SUB-TOTAL ALL-INCLUSIVE PROFESSIONAL FEE	***$22,750***
	Discount to Phase 1 (modify existing brochure and 1 less day of travel)	***-$2,200***
	TOTAL ALL-INCLUSIVE PROFESSIONAL FEE	***$20,550***

Optional services for consideration	Fee
Executive Search for Assistant City Administrator (Multiple search discount)	**$19,500**
Executive Search for Assistant Finance Director (Multiple search discount)	**$19,500**

Optional services for consideration	Fee
On rare occasions, Baker Tilly is asked to provide additional search services that are not included in this scope of service or to provide more than three on-site visits to the City. Additional work specifically requested by the City which is outside of the scope of this project will be invoiced at the hourly rate of $220 plus expenses. Baker Tilly will submit a written explanation of the additional services to be provided and the estimated hours that will be required prior to commencing any additional services.	***$220*** per hour plus expenses

Triple guarantee

Our Triple Guarantee is defined as:

1. A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to finalize selection from the initial group of finalists, Baker Tilly will work to identify a supplemental group until you find a candidate to hire.
2. Your executive recruitment is guaranteed for 12 months against termination or resignation for any reason. The replacement recruitment will be repeated with no additional professional fee, but will include project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws.
3. Baker Tilly will not directly solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

Negotiations

If selected, we will provide the City with our standard engagement terms. Should the City wish to provide alternate terms or proceed on the basis of its own format agreement, we would require the ability to negotiate mutually acceptable terms and conditions prior to executing a final contract.

4. Firm experience

The following is a list of executive recruitments recently conducted by members of the Baker Tilly team.

List of relevant projects: 2016 to present

Year	Client	State	Project	Population
Current	College Park	MD	City Administrator	32,196
Current	Corpus Christi	TX	Assistant City Manager	323,733
Current	Evansville	WI	City Administrator/Finance Director	5,378
Current	Long Grove	IL	Village Manager	7,956
Current	Maple Plain	MN	City Administrator	1,807
Current	Moline	IL	City Administrator	41,902
Current	Rockville	MD	Deputy City Manager	66,940
2020	Athens	TX	City Manager	12,797
2020	Boone County	IL	County Administrator	53,513
2020	Eau Claire	WI	City Manager	68,866
2020	Fairmont	MN	City Administrator	10,126
2020	Front Royal	VA	Town Manager	15,239
2020	Herington	KS	City Manager	2,304
2020	Kansas City	MO	City Manager	488,943
2020	Lake Ozark	MO	Asst City Admin/Comm Eco Dev Director	1,792
2020	Maple Plain	MN	City Administrator	1,807
2020	Matanuska-Susitna Borough	AK	Borough Manager	108,317
2020	Missouri City	TX	City Manager	74,705
2020	Moose Lake	MN	City Administrator	2,798
2020	Oakdale	MN	City Administrator	28,083
2020	Rochester	MN	City Administrator	114,011
2020	Scottsbluff	NE	City Manager	14,874
2020	St. Joseph	MO	City Manager	74,959
2019	Beeville	TX	City Manager	12,937
2019	Cloquet	MN	City Administrator	11,938
2019	Hobbs	NM	City Manager	37,764
2019	Lake Lotawana	MO	City Administrator	2,099
2019	Norman	OK	City Manager	122,843
2019	Paris	TX	City Manager	24,800
2019	Park City	KS	City Administrator	7,499
2019	Port Arthur	TX	City Manager	53,937

List of relevant projects: 2016 to present

Year	Client	State	Project	Population
2019	Willmar	MN	City Administrator	19,628
2018	Addison	TX	City Manager	15,368
2018	Asheville	NC	City Manager	89,121
2018	Ashland	OR	City Administrator	21,636
2018	Avondale	AZ	City Manager	82,881
2018	Belle Plaine	MN	City Administrator	6,838
2018	Billings	MT	City Administrator	110,323
2018	Burnsville	MN	City Manager	61,434
2018	Christiansburg	VA	Town Manager	21,533
2018	Grand Rapids	MI	City Manager	192,294
2018	Herington	KS	City Manager	2,362
2018	Kingman	AZ	City Manager	29,029
2018	Maricopa	AZ	City Manager	46,903
2018	Middleburg	VA	Town Administrator	828
2018	Mora	MN	City Administrator/Public Utilities GM	3,453
2018	Salina	KS	City Manager	46,994
2018	Shawnee	KS	City Manager	64,323
2018	York	PA	Business Administrator	43,859
2017	Berthoud	CO	Town Administrator	5,807
2017	Christiansburg	VA	Town Manager	21,533
2017	Cloquet	MN	City Administrator	11,938
2017	Dickinson	TX	City Administrator	19,595
2017	El Dorado	KS	City Manager	12,852
2017	Glenview	IL	Village Manager	45,417
2017	Lake Havasu City	AZ	City Manager	53,743
2017	Littleton	CO	City Manager	44,275
2017	Manassas Park	VA	City Manager	16,149
2017	Morehead City	NC	City Manager	9,203
2017	Mounds View	MN	City Administrator	12,525
2017	Oldsmar	FL	City Manager	13,913
2017	Orono	MN	City Administrator	8,009
2017	Riviera Beach	FL	City Manager	33,263
2017	Rochester	MN	City Manager	110,742
2017	Township of Roxbury	NJ	Township Manager	23,324
2016	Brooklyn Center	MN	Deputy City Manager	31,006
2016	Cary	NC	Town Manager	151,088
2016	Charter Township of Kalamazoo	MI	Township Manager	20,918
2016	Christiansburg	VA	Town Manager	21,533
2016	Circle Pines	MN	City Administrator	4,953
2016	Commerce	TX	City Manager	8,276

List of relevant projects: 2016 to present

Year	Client	State	Project	Population
2016	Crested Butte	CO	Town Manager	1,519
2016	Deerfield Beach	FL	Assistant City Manager	78,041
2016	Denton	TX	City Manager	123,099
2016	Dumfries	VA	Town Manager	5,168
2016	Fredericksburg	VA	City Manager	28,132
2016	Greensboro	NC	Assistant City Manager	279,639
2016	Hayden	CO	Town Manager	1,801
2016	Jersey Village	TX	City Manager	7,862
2016	Mankato	MN	Deputy City Manager	40,641
2016	Medford	OR	City Manager	77,677
2016	Mooresville	NC	Town Manager	34,887
2016	Moorhead	MN	City Manager	39,398
2016	Moose Lake	MN	City Administrator	2,787
2016	North Branch	MN	City Administrator	10,087
2016	Roswell	NM	City Manager	48,611
2016	Shakopee	MN	Assistant City Administrator	39,167
2016	Virginia	MN	City Administrator	8,661
2016	Warsaw	VA	Town Manager	1,498
2016	Wayzata	MN	City Manager	4,217

5. Project team members

The Baker Tilly project team is designed specifically for the City of Willmar.

The project team represents experienced professionals who will be working on this City Administrator recruitment. Our service team is selected to meet four very specific objectives for the City: 1) it represents the staff who will be directly responsible for your projects; 2) it provides a range of expertise to cover the range of service requirements; 3) it provides a national perspective of experience and institutional knowledge to achieve your future objectives; and 4) it represents the commitment to take personal and professional responsibility for the services and outcomes for the City of Willmar.

Project team leader

Patricia Heminover, Director
T: +1 (651) 223 3058
E: patty.heminover@bakertilly.com

Additional project team members

Chuck Rohre, Firm Director
T: +1 (214) 466 2436
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Art Davis, Director
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Sharon Klumpp, Director
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Edward G. Williams, Ph.D., Director
T: +1 (214) 842 6478
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Anne Lewis, Director
T: +1 (540) 476 1905
E: anne.lewis@bakertilly.com

Michelle Lopez, Senior Recruitment Analyst
T: +1 (651) 223 3061
E: michelle.lopez@bakertilly.com

Our engagement team has completed more than 100 successful city administration searches since 2015.

Patricia Heminover

Patty Heminover, a director with Baker Tilly, has more than 20 years of experience in local government.

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patty.heminover@bakertilly.com
bakertilly.com

Education
Master of Education, Administration
Minnesota State University – Mankato

Mini MBA Program, Human Resources Management
University of Saint Thomas (Saint Paul, Minnesota)

Bachelor of Science, Consumer Science, Business Administration
Minnesota State University – Mankato

Patty has been with the firm since 2010. Prior to joining Baker Tilly, she was a superintendent, assistant superintendent, director of human resources and director of finance. She brings considerable experience identifying management talent, leading organizational and process improvements, and developing and administering budgets.

Specific experience

- Executive Recruitment, employee development, benefits administration, strategic planning, performance management, market compensation studies, workforce planning, recognition programs and process improvement
- Experience identifying management talent, leading organization and process improvements, and developing and administering budgets
- Understanding of human resources and finance
- Experience working with governing boards
- Served as superintendent, co-superintendent of schools, director of human resources and finance, director of human resources and business services for two Minnesota school districts
- Facilitated discussions with legislators at the state level regarding education funding, securing new funding for a Minnesota school district

Industry involvement

- Minnesota Association of School Administrators (MASA)
- American Association of School Administrators (AASA)
- Minnesota Association of School Business Officials (MASBO)
- River Heights Chamber of Commerce, Member
- State Negotiators Association,
  Minnesota School Board Association
- Patty has received a School Finance Award, technology leadership awards and helped establish the first K-12 International Baccalaureate School District in Minnesota

Continuing professional education

- Human Resource Certificate, University of St. Thomas
- Superintendents Licensure, State of Minnesota

Charles A. Rohre

Chuck Rohre, a firm director at Baker Tilly, has more than 35 years of experience managing and consulting in both the private and public sectors.

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bakertilly.com

Education
Master's Degree, Human Relations and Management
Abilene Christian University (Dallas, Texas)

Bachelor of Science, Career Development
Abilene Christian University (Dallas, Texas)

Chuck is responsible for managing and conducting executive recruitment engagements for the firm to ensure their integrity, timeliness and adherence to budget parameters. He also directs the professional and support staff of the executive recruitment practice to ensure best practices, quality control and customer service goals are met.

Specific experience

- Manager of the executive recruitment practice
- Extensive and successful track record of completed recruitments across the nation, especially in Texas, Colorado, Arizona, and the Midwestern states
- Has led more than 400 recruitment engagements in 27 states for key executives such as city and assistant city managers, police chiefs, fire chiefs, library directors, chief information officers, city/county attorneys, parks & recreation directors, finance directors and public works directors, as well as executive directors of not-for-profit and quasigovernmental organizations
- Conducted management consulting assignments in a number of disciplines including public safety, career development and strategic planning
- Written and presented training in a variety of subject areas including personnel assessment, leadership and management skills, and career development for public sector employees
- Prior to beginning his consulting career, served as police chief and director of public safety for North Texas municipalities with populations ranging from 9,000 to 200,000 plus

Continuing professional education

- Certified Behavior Analyst by TTI, Inc.
- Advanced management training at the Institute for Law Enforcement Administration
- Federal Bureau of Investigation, LEEDS course
- Annual participation in the International City/County Management Association Conference
- Annual participation in state and municipal league conference

Art Davis

Art Davis, a director with Baker Tilly, has pursued his passion to improve local government and create great communities for more than 30 years.

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bakertilly.com

Education
Master of Public Administration
University of Kansas (Lawrence, Kansas)

Bachelor of Arts, Political Science
and Public Administration
William Jewell College (Liberty, Missouri)

Art specializes in providing executive recruitment and organizational management consulting services for cities, counties and not-for-profits.

Specific experience

- Successfully launched and expanded his own local government consulting firm over the course of 10 years
- Nearly 15 years' experience in executive recruitment
- Community leadership program facilitation
- Leadership and management development
- Strategic goal setting and strategic planning facilitation
- Organizational assessment, design and development
- Organization and community facilitation
- Served more than six years as associate director for the Civic Council of Greater Kansas City, a nonprofit, 501c4 membership organization comprised of CEOs representing some of the largest companies in the region
- Coordinated and organized a strategic and master planning process (and an update of the plan after four years) focused on re-developing downtown Kansas City, involving hundreds of stakeholders
- Served nearly six years as city administrator for Lee's Summit, Missouri and in other local government positions in Kansas
- Served as assistant to the Mayor of Dallas, Texas
- Led and participated in a wide variety of community initiatives; served on a major hospital board for 13 years and on other not-for-profit boards
- Presented with the L.P. Cookingham Award by the Greater Kansas City Chapter of the American Society for Public Administration, recognizing his long-term and outstanding contributions in the field of public administration

Industry involvement

- International City/County Management (ICMA), member since 1984

Sharon G. Klumpp

Sharon Klumpp, a director with Baker Tilly, has worked on behalf of local governments for more than 35 years and partnered with them to build strong organizations.

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sharon.klumpp@bakertilly.com
bakertilly.com

Education
Master of Public Administration
University of Kansas (Lawrence, Kansas)

Bachelor of Arts, Political Science
Miami University (Oxford, Ohio)

Sharon specializes in providing executive recruitment, organizational management and facilitation services to local governments and nonprofits.

Specific experience

- More than 15 years' experience in executive search and organizational management consulting
- Served as associate executive director for the League of Minnesota Cities
- Appointed executive director of the Metropolitan Council, a seven-county regional planning agency for the Minneapolis-Saint Paul metropolitan area
- Served as city administrator in Oakdale, Minnesota and assistant city manager for St. Louis Park Minnesota and Saginaw, Michigan
- Private sector experience includes serving as the chief administrative officer for the Minneapolis office of a major global engineering and design firm
- Served as an adjunct instructor at Walden University, teaching public administration and organizational change in the University's School of Management

Industry involvement

- International City/County Management Association (ICMA)

Anne Lewis

Anne Lewis, a director with Baker Tilly, has worked for local governments for nearly 20 years.

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bakertilly.com

Education

Master of Science, Organizational Leadership and Public Administration
Shenandoah University (Winchester, Virginia)

Bachelor of Science, Business Administration and Management
Shenandoah University (Winchester, Virginia)

Prior to joining Baker Tilly, Anne served as an Assistant County Administrator for a Virginia county, a Deputy City Manager and an Assistant City Manager for two Virginia cities. Over the last 17 years, her experience in local government has also included positions as an Emergency Management Deputy Director, Public Information Officer, Human Resources Manager, Parking Authority Executive Director, Housing Director, Transit Director and Convention & Visitors Bureau Executive Director. She also has had responsibility for parks, recreation and community services, information technology, animal services, general services and legislative programs.

Industry involvement

- International City/County Management Association, Credentialed Manager (ICMA)
  - Task Force on Recruitment Guidelines Handbook
  - Task Force on Women in the Profession
  - Task Force on Internship Guidelines
- Virginia Local Government Management Association (VLGMA), former member of Executive Board
- Virginia Women Leading Government
- Government Finance Officers Association (GFOA)

Community involvement

- Shenandoah University Alumni Association, Executive Committee
- Shenandoah Apple Blossom Festival©, Board of Directors

Continuing professional education

- Graduate Certificate in Public Management
- Senior Executive Institute and LEAD graduate, The Weldon Cooper Center, University of Virginia

Edward G. Williams, Ph.D.

Edward Williams, a director at Baker Tilly, brings character, competence and expertise to every search.

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bakertilly.com

Languages
English
Spanish

Education
Ph.D., Educational Leadership and Policy Analysis
University of Missouri (Columbia, Missouri)

Master of Higher Education Administration
University of Missouri (Kansas City, Missouri)

Bachelor of Arts, Education
University of Missouri (Kansas City, Missouri)

Edward has more than 20 years of collective experience in human resources and organizational development at various levels, and across various disciplines including, state and local government, community and educational institutions.

Specific experience

- Human resources executive (municipal and state government)
- Executive recruitment, employee development, benefits administration, strategic planning, Performance management, market compensation studies, workforce planning, recognition programs and process improvement

Industry involvement

- Society for Human Resources (SHRM)
- Institute for Management Studies (IMS), advisory board
- Texas Municipal Human Resources Administration (TMHRA)

Community involvement

- Ft. Bend Habitat for Humanity, president, vice-president, secretary and member, board of (2014-2019)
- AAU basketball coach – middle school boys

Continuing professional education

- Institute for Management Studies - Houston
- International Personnel Management Association

Michelle Lopez

Michelle Lopez, a senior recruitment analyst at Baker Tilly, has been with the firm since 2017.

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Senior Recruitment Analyst
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Education
Currently pursuing Bachelor of Science, Project Management
Colorado State University – Global Campus

Associate in Arts, Liberal Arts
Minneapolis Community College (Minneapolis, Minnesota)

Michelle assists in the organizational management of the executive recruitment process. Along with coordinating internal workflow, she also works with clients and candidates to ensure objectives are met throughout the process.

Specific experience

- More than 10 years of administrative support experience for multiple departments, including human resources and marketing
- Four years of experience in information technology help desk and support
- Survey and data reporting
- Reference checks for potential candidates
- Interview coordination and scheduling
- Recruitment marketing research and organization

Appendix I: sample brochure

The Community

Surrounded by lakes, rolling hills, and rich farmland, Willmar is located 100 miles west of the Saint Paul-Minneapolis metropolitan area. With all of the friendly neighborliness of a small town, Willmar is the regional center for West Central Minnesota and the Kandiyohi County seat. Covering 14 square miles, the City has an estimated population of 20,272.

Willmar is situated at the intersection of U.S. Highways 12 and 71; it is connected to St. Cloud via Minnesota 23 and to western Minnesota via Minnesota 40. Railroads, which have dominated Willmar's history, continue to provide an important economic connection for Willmar's farm and non-farm products through the Burlington Northern Santa Fe Railway. Other transportation services include the Willmar Municipal Airport, Greyhound Bus Lines, and Central Community Transit.

The City of Willmar functions as a regional center for retail trade, medical care, education, and small manufacturing. Agriculture is the region's leading industry. The City's largest employer is Jennie-O Turkey Store, owned by Hormel. The diversity of the City's economic base has provided steady growth and stability, enabling the area to weather economic downturns.

On December 31, 2017, the City of Willmar entered into an Operating Lease Agreement with CentraCare Health Systems and Carris Health, LLC. Under the agreement, the City agreed to lease and transfer the operations of Rice Memorial Hospital, Rice Care Center, Rice Home Medical, and Rice Hospice to Carris.

Recreation

The Willmar Lakes Area attracts locals and tourists who come to enjoy recreation, fishing, and other water sports. Golfing is available at the area's three 18-hole and two 9-hole courses.

The area boasts over 41 city, county, and state parks, many with trail systems for hiking, biking, and horseback riding, and one that hosts the fabulous Dorothy Olson Aquatic Center which offers fun for all ages. Robbins Island is Willmar's largest regional park spanning 55 acres. The island hosts seven shelters, a soccer field, disc golf course, a swimming beach, shore fishing, public boat access, and Destination Playground, one of the largest fully accessible playgrounds in the U.S.

In winter, over 200 miles of groomed trails are available for snowmobiling and cross-country skiing while Sibley State Park and the Prairie Woods Environmental Learning Center are favorite spots for snowshoeing.

Organized sports include baseball, softball, football, hockey, volleyball and soccer. Community education and recreation programs provided through a long-standing collaboration between the City and the School District offer activities ranging from aquatics and ice-skating to programs that explore the performing arts. Numerous events, concerts, and festivals occur throughout the year, including Rockin' Robbins, Willmar Fests and the Kandiyohi County Fair.

Education

Public education services are provided by Willmar Public Schools, Independent School District 347. The District had a 2018/2019 enrollment of 4,244 students in kindergarten through grade 12. It employs approximately 635 certified and non-certified staff and operates three elementary schools, a middle school, a senior high school, and an alternative learning center. Willmar also provides other educational options, including Community Christian School, a K-12 private school, and Dream Technical Academy, a public charter school for grades 7-12.

Post-secondary education programs are provided by Ridgewater College, which offers two-year associate degree programs and comprehensive general education that is fully transferable to four-year colleges and universities. Through its campuses in Willmar and Hutchinson, Minnesota, Ridgewater College serves more than 5,500 students and offers over 100 educational programs.

Pioneerland Library System, with headquarters in Willmar, has over 32 member libraries serving residents in nine West Central Minnesota counties.

The Organization

The City of Willmar is governed by a Home Rule Charter adopted in 1901. The City operates under a weak Mayor-Council form of government, in which the Mayor is elected to a four-year term of office and the eight Council members are elected, two from each of the City's four wards, to overlapping four-year terms. City elections are held concurrently with general state elections.

The City of Willmar is focused on its values and commitment to being responsive, efficient, innovative, open, neighborly and servicing for the greater good of the community and region.

The Position

The City of Willmar is seeking an experienced leader and effective communicator to be its next City Administrator. The position is appointed by, and reports to, the City Council and serves at its pleasure. As the City's top appointed official, the City Administrator is responsible for managing city operations and services, with the exception of Willmar Municipal Utilities (electric and water). The position supervises a staff of 112 regular employees and a $42 million budget for all City funds.

Desired Capabilities

- Experience in economic development and fostering business-community relationships with the City and the surrounding jurisdictions while being adept at how the City can craft meaningful and sustainable economic development initiatives that are a benefit to the City.
- The ability to provide leadership to ensure the City's long-term fiscal health through sound budget management and long-range plans to grow the City's tax base and maintain infrastructure.
- Strong understanding of local government roles and responsibilities and a commitment to support and assist the City Council in its policy role; earns the trust of the City Council and staff by openly sharing and exchanging information and contributing to a deeper understanding of the issues confronting the City.
- Exceptional ability to provide administrative insights to the City Council and staff; able to firmly and diplomatically present professional views and carry out decisions in a timely, professional and impartial matter.
- Outstanding communication skills, both orally and in writing, with the ability to interrelate with the public, City Council, staff, and other stakeholders; strong ability to present to audiences ranging from staff to the community at large.
- Extensive knowledge of municipal operations and general practices including current developments and innovations relevant to local government.
- The ability to effectively delegate authority and responsibility while maintaining appropriate levels of accountability and operational control; able to set clear expectations for department heads and provide them with the latitude to manage operations while holding them accountable for results; builds a cohesive City staff team.
- Skilled at bringing people together to build partnerships to share resources and address common problems; supports the City's role as a regional center by working collaboratively with area local governments, schools and other organizations.
- The ability to approach every initiative and project in a collaborative manner; exhibits the highest levels of integrity and ensures the long-term success of the City of Willmar.
- The ability to respond proactively to opportunities and challenges and encourage new ideas on how municipal services are provided; finds ways to use technology to leverage innovation.
- The ability to establish trust quickly with others and relate to all members of the community; genuinely embrace and promote diversity and inclusion and other cultural competencies; visible in the community and recognized as a community resource.
- Have a collaborative and open, friendly personality and management style and establish trust quickly with others; know how to deal with conflict in a constructive manner.
- Ability to maintain a calm demeanor during times of stress, providing thoughtful advice to residents, staff and elected officials; be flexible and open to change with a willingness to learn and ask questions. Be assertive, yet empathetic when necessary.

High Priorities and Opportunities

Willmar's next City Administrator will address the following priorities during the first six to 24 months on the job.

New City Hall—The City of Willmar is proposing to design a new joint City Hall/Community Center Facility to serve the community well into the future. The City Administrator will need experience in managing the design and construction of a facility.

Infrastructure—On November 6, 2018 the voters of Willmar approved a $30 million Local Optional Sales Tax to fund multiple community projects including a new events and recreation center, a new community center, additional athletic fields, upgrades to Robbins Island and Swansson Field, and stormwater improvements. It is expected for the new City Administrator to quickly gain an understanding of the bond's purpose and to ensure efforts are made to move projects forward and on budget.

Connecting with Council, Employees and the Community—Communication and transparency with City Council, employees, residents, businesses, and all stakeholder organizations are critical skills for the next City Administrator. Strong listening abilities and a genuine desire to engage the community in problem-solving is expected. Attending community meetings and being present and visible in the City is essential.

Organizational Management—The new City Administrator will evaluate its workforce, organizational structure, processes and procedures to ensure exceptional customer service delivery.

Qualifications and Experience

Bachelor's degree in public administration, business administration, finance or a related field, Master's degree preferred, and seven or more years of management and supervisory experience in positions of similar complexity, preferably in local government. Equivalent combination of education and experience will be considered. Qualified candidates will be proven leaders with a broad knowledge of municipal functions, a strong background in organizational management, finance, human resource management, and a demonstrated ability to increase operating efficiencies and redesign service delivery. Must have exceptional communication and interpersonal skills and the ability to engage the City Council, staff and community in defining and achieving the City's long-term direction.

Compensation and Benefits

Competitive starting salary based on the successful candidate's qualifications and experience will be offered, with the range extending from $115,000 - $155,000. The City of Willmar offers a comprehensive and outstanding array of employee benefits, including fully paid group health insurance and up to $6,000 employer HSA contribution.

Application and Selection Process

Qualified candidates please submit your cover letter and resume online by visiting our website at:

https://bakertilly.recruitmenthome.com/postings/2438

This position is open until filled; first review of resumes occurs on November 11, 2019. Following this date, applications will be screened against criteria outlined in this brochure. On-site interviews will be offered to candidates named as finalists, with reference checks, background records checks, including credit history, and academic and employment verifications conducted after receiving candidate's consent. For more information, please contact Patty Heminover at patty.heminover@bakertilly.com or 651-223-3058.

Visit https://www.willmarmn.gov/ for more information about the City of Willmar.

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Appendix II: sample excerpt of TTI report

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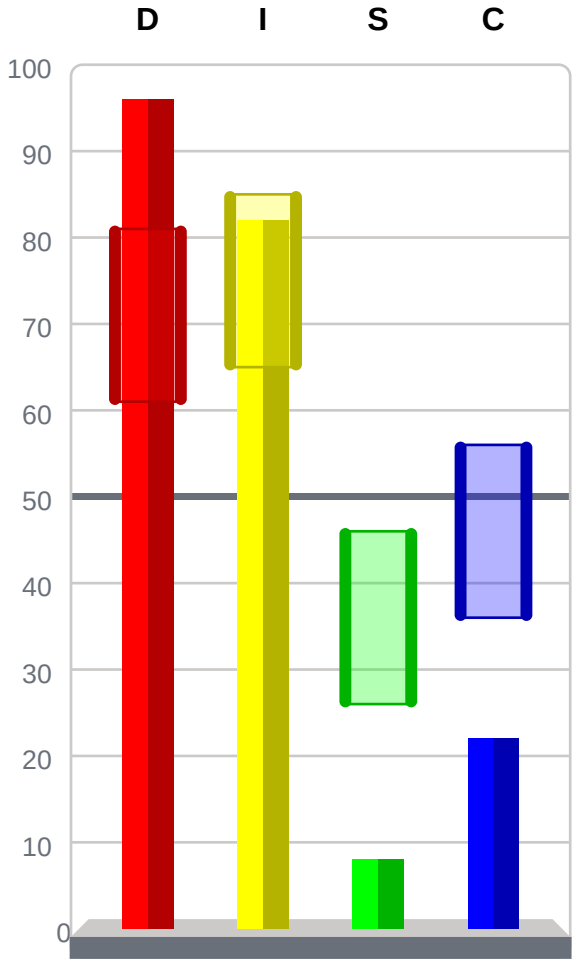
DISCOVER • ENGAGE • ADVANCE • PERFORM

Workplace Behaviors® Candidate Name

The following graph is designed as a visual comparison between the position and the applicant for each behavioral factor. The highlighted area denotes the position-related score for each behavioral factor. The applicant's score is denoted by the darker red, yellow, green and blue line. The closer the applicant's score aligns to the position's score, the better the applicant will perform in the position with respect to behavior.



	D	I	S	C
Candidate Name	**96**	**82**	**8**	**22**
Job	**71**	**75**	**36**	**46**

Job Range (20 point range)

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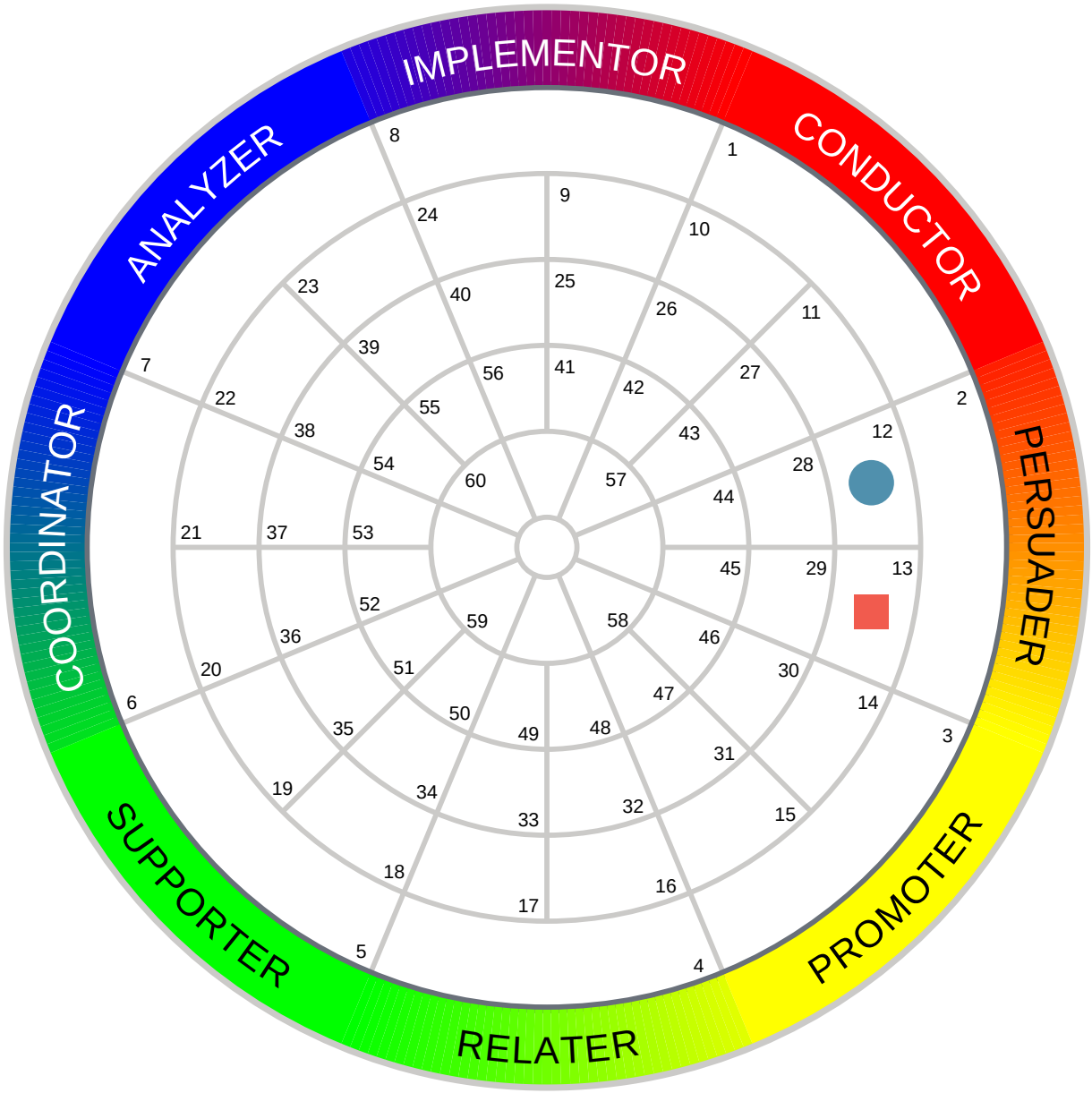
The Success Insights® Wheel



Job - (13) PROMOTING PERSUADER

Candidate - (12) CONDUCTING PERSUADER

Candidate Name

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Comparison Analysis For Consulting and Coaching

Job Competencies Hierarchy	Zone Range	Person
1. Customer Focus	91 — 100	**50**
2. Teamwork	74 — 100	**67**
3. Interpersonal Skills	72 — 92	**73**
4. Influencing Others	86 — 100	**68**
5. Flexibility	83 — 100	**78**
6. Creativity and Innovation	66 — 84	**62**
7. Leadership	75 — 93	**85**

Primary Driving Forces Cluster	Zone Range	Person
1. Collaborative	35 — 57	**6**
2. Selfless	40 — 62	**61**
3. Harmonious	35 — 57	**0**
4. Receptive	22 — 45	**29**

Job Behavioral Hierarchy	Zone Range	Person
1. Competitive	73 — 100	**90**
2. Interaction	60 — 84	**90**
3. Versatile	54 — 74	**100**
4. Frequent Change	52 — 72	**92**

Exact match
Fair compatibility
Good compatibility
Poor compatibility
Over-focused

Candidate Name

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City of Willmar

Council Action Request

Meeting Date:	2/1/2021	**Agenda Item Number:**	14 .
Agenda Section:	#	**Originating Department:**	Planning & Development Services
Resolution	No	**Prepared by:**	Sarah Swedburg, Planner
Ordinance	Yes	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	1	**Presented By:**	Brian Gramentz, City Administrator
Item:	Emergency Ordinance exempting temporary signs from sign ordinance requirements during local emergency (Extension)		

RECOMMENDED ACTION:
Motion By:_____, Second By:_____, to adopt an emergency ordinance temporarily exempting temporary signs from the sign ordinance during the COVID-19 emergency.

OVERVIEW:
In April, it was decided by the City Administrator that the City of Willmar should exempt temporary signs from sign ordinance requirements during the local peacetime emergency due to the COVID-19 pandemic. The original emergency ordinance was adopted in March, 2020. Staff continues to bring renewals to the Council from time to time, as Emergency Ordinances expire after 60 days by City Charter. This action will reinstate an emergency ordinance with identical provisions for another 60 days or until the local peacetime emergency ends.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
Option A: Approve the Emergency Ordinance
Option B: Request further information and modifications to the Emergency Ordinance
Option C: Not approve the Emergency Ordinance

BUDGETARY/FISCAL ISSUES:
The negligible reduction from sign revenues is outweighed by the gains from helping businesses during the COVID-19 crisis.

ATTACHMENTS:
Emergency Ordinance

EMERGENCY ORDINANCE NO. _____

AN EMERGENCY ORDINANCE TEMPORARILY EXEMPTING CERTAIN SIGNS FROM THE PERMIT AND FEE REQUIREMENTS OF SECTION 5.D.2. OF THE CITY OF WILLMAR ZONING ORDINANCE

The City Council of the City of Willmar hereby ordains as follows:

Section 1. STATEMENT OF EMERGENCY. An emergency exists due to the COVID-19 pandemic, which has resulted in the declaration of a local emergency by the Mayor and City Council of the City of Willmar by adoption of Resolution No. 2020-044 on March 16, 2020, which Resolution is incorporated herein by reference. The COVID-19 pandemic has also resulted in the declaration of a Peacetime Emergency and the issuance of successive Stay-at-Home and other executive orders by Minnesota Governor Walz. The COVID-19 pandemic and the requirements of Governor Walz's executive orders have limited or otherwise affected the operation of many commercial and not-for-profit establishments in the City of Willmar. There is a pressing and emergent need for these establishments to expeditiously notify the public of changes to, and the availability of, their services and operations, so that the public may maintain access to necessary products and services during the COVID-19 pandemic.

Section 2. EXEMPTION OF CERTAIN SIGNS FROM PERMIT AND FEE REQUIREMENTS. Notwithstanding Section 5.D.2. of the City of Willmar Zoning Ordinance, Ordinance No. 1060, no permit or permit fee shall be required for a commercial or not-for-profit establishment to display a temporary sign outside its premises, subject to the following limitations:

A. The sign shall have no more than two sides;
B. The sign shall be no larger than 32 square feet per side;
C. The sign shall be setback at least 8 feet from the public right-of-way (i.e., the street or roadway); and
D. If the sign encroaches on a public sidewalk, the sidewalk must not thereby be restricted to a width of less than 4 feet.

Section 3. REPEALER. Emergency Ordinance No. 1457, adopted by the Willmar City Council on December 7, 2020, is hereby repealed in its entirety.

Section 4. EFFECTIVE DATE. This emergency ordinance shall be effective from and after its adoption and publication.

Section 5. EXPIRATION DATE. Pursuant to Section 2.12, subdivision 3 of the City Charter, this emergency ordinance shall expire upon the earlier of (1) the date on which City Council Resolution No. 2020-044, dated March 16, 2020, declaring the local emergency due to the COVID-19 pandemic, is repealed; or (2) the sixty-first day following the date this emergency ordinance was adopted.

Passed by the City Council of the City of Willmar this ___ day of _____, 2021.

ATTEST:

_____ _____

Judy Thompson, City Clerk Marvin Calvin, Mayor

VOTE: ____ ASK ____ ASMUS ____ BUTTERFIELD ____ DAVIS
____ FAGERLIE ____ NELSEN ____ O'BRIEN ____ PLOWMAN

This Emergency Ordinance introduced by Council Member: _____

This Emergency Ordinance adopted on: _____

This Emergency Ordinance published on: _____

City of Willmar

City Council Action Request

Council Meeting Date:	02/01/2021	**Agenda Item Number:**	15 .
Agenda Section:	Council	**Originating Department:**	Fire Department
Resolution	Yes	**Prepared by:**	Frank Hanson, Fire Chief
Ordinance	No	**Reviewed By:**	Brian Gramentz, City Administrator
No. of Attachments	1	**Presented By:**	Frank Hanson, Fire Chief
Item:	The Fire Department is requesting permission to apply and accept, if awarded, for an FEMA "Assistance to Firefighters Grant" (AFG)		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to adopt a resolution requesting permission to apply and accept, if awarded, for a FEMA "Assistance to Firefighters Grant" (AFG) for a second set of firefighter turnout gear for each firefighter.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION: This is brought directly to the City Council do to timing of the application. The grant application are due February 12, 2021.

OVERVIEW:
FEMA is providing this grant opportunity to fire departments for funding for firefighter equipment and safety under the FY 2020 AFG. Through this funding opportunity we will be purchasing a second of firefighter turnout gear for each of the firefighters. Due the growing concern and high cancer rates in firefighters, research has shown that having firefighters wear clean gear lowers the cancer risk. Currently when we clean firefighters gear That firefighter in not able to respond to another call for about 8 -10 hours due to the fact of them not having clean gear to wear. With a second set that would eliminate this issue and each firefighter would always have a clean set of gear available and allow them to keeping responding to calls.

The amount of the grant application would be $100,000. This was requested through CIP but was removed in favor of applying for possible grants.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:
N/A

BUDGETARY/FISCAL ISSUES:
This grant requires a 10% match which we would fund from the fire departments 2021 operational budget.

ATTACHMENTS:
Resolution

RESOLUTION NO. _____

AUTHORIZATION TO APPLY AND ACCEPT THE FEMA –ASSISTANCE TO FIREFIGHTERS GRANT.

Motion By: _____ Second By: _____

BE IT RESOLVED, by the City Council of the City of Willmar to support the submittal of an application on behalf of the Willmar Fire Department for, and the acceptance of, a grant from FEMA (AFG). The grant will be used for a second set of firefighter turnout gear for each firefighter.

Dated this 1st day of February, 2021.

_____

MAYOR

ATTEST:

_____

CITY CLERK

City of Willmar

City Council Action Request

Council Meeting Date:	February 1, 2021	**Agenda Item Number:**	16.
Agenda Section:	Council	**Originating Department:**	Administration
Resolution	Yes	**Prepared by:**	Administrator Gramentz
Ordinance	No	**Reviewed By:**	Administrator Gramentz
No. of Attachments	Two	**Presented By:**	Administrator Gramentz
Item:	Committee and Liaison Assignments		

RECOMMENDED ACTION:
Motion By: _____Second By: _____, to adopt a resolution that changed the previous assignments for several member/liaison appointments for the Boards and Commissions of the City.

OVERVIEW:
The Council selected who acts as liaisons/members for the boards and commissions at the organizational meeting in January (see Resolution attached). Upon review of the selection, some recommended changes were put forward for consideration whereby the number of appointments for each council members would be more equally distributed.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER;
If appointments to committees are needed to be changed sometime in the future due to meeting date and time, this can be addressed.

ATTACHMENTS:
Resolution Showing Markup
Resolution to Adopt

RESOLUTION NO. ____

COUNCIL BOARD/COMMISSION APPOINTMENTS

Motion By: _____ Second By: _____

BE IT RESOLVED, by the City Council of the City of Willmar, Minnesota, that the 2021 through 2022 Council appointments for members of the Council in the list of appointments as follow be revised:

COUNCIL APPOINTED BOARD/COMMISSION MEMBERS
(appointees are full voting members)

EDC Joint Powers Board:	Asmus
	Davis
	Mayor
Human Rights Commission:	Davis
	Ask
Fire Code Appeals Board:	Plowman
	Butterfield
Mid-Minnesota Development Commission:	Fagerlie
Vision 2040 Steering Committee:	Asmus
Central Community Transit Board	~~Asmus~~ Fagerlie
	Ask
Pioneerland Library System:	Asmus
Willmar Cable Advisory Board:	Butterfield
	~~Davis~~ O'Brien
Willmar Convention and Visitors Bureau:	Nelsen

COUNCIL LIAISON POSITIONS
(appointees observe and report to city council but do not vote on board/commission)

Airport Commission:	Plowman
Alternate:	Ask
Park and Recreation Board:	Fagerlie
	Asmus
Municipal Utilities Commission:	~~Fagerlie~~ O'Brien
Alternate:	Butterfield
Kandiyohi County HRA:	Nelsen
Alternate:	Davis
Rice Hospital Board:	Nelsen
Alternate:	Plowman

Intergovernmental Planning & Communication Committee:

Nelsen
Plowman
O'Brien
Alternate: ~~Davis~~ City Administrator

Main Street: Davis
Alternate: Fagerlie

Dated this 1st day of February, 2021

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. ____

COUNCIL BOARD/COMMISSION APPOINTMENTS

Motion By: _____ Second By: _____

BE IT RESOLVED, by the City Council of the City of Willmar, Minnesota, that the 2021 through 2022 Council appointments for members of the Council in the list of appointments as follow be revised:

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(appointees are full voting members)

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Human Rights Commission:	Davis
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Fire Code Appeals Board:	Plowman
	Butterfield
Mid-Minnesota Development Commission:	Fagerlie
Vision 2040 Steering Committee:	Asmus
Central Community Transit Board	Fagerlie
	Ask
Pioneerland Library System:	Asmus
Willmar Cable Advisory Board:	Butterfield
	O'Brien
Willmar Convention and Visitors Bureau:	Nelsen

COUNCIL LIAISON POSITIONS
(appointees observe and report to city council but do not vote on board/commission)

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Alternate:	Ask
Park and Recreation Board:	Fagerlie
	Asmus
Municipal Utilities Commission:	O'Brien
Alternate:	Butterfield
Kandiyohi County HRA:	Nelsen
Alternate:	Davis
Rice Hospital Board:	Nelsen
Alternate:	Plowman

Intergovernmental Planning & Communication Committee:

Nelsen
Plowman
O'Brien
Alternate: City Administrator

Main Street: Davis
Alternate: Fagerlie

Dated this 1st day of February, 2021

MAYOR

Attest:

CITY CLERK