

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

January 20, 2015  
7:00 p.m.

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

Also present were City Administrator Charlene Stevens, City Clerk Kevin Halliday, Police Chief Jim Felt, Finance Director Steve Okins, Fire Chief/Fire Marshal Gary Hendrickson, Community Education and Recreation Director Steve Brisendine and City Attorney Robert Scott.

Additions to the agenda included the appointment of Kelly Terwisscha to the at-large position on the Economic Development Commission Operations Board to be approved under the Consent Agenda and an update on the gas leak on 15<sup>th</sup> Street SW at the end of the meeting.

Council Member Christianson offered a motion adopting the Consent Agenda which included the following: City Council Minutes of December 15, Rice Hospital Board Minutes of December 17, Municipal Utilities Commission Minutes of December 22, Application for Exempt Permit – Rocky Mountain Elk Foundation, Application for Exempt Permit – Minnesota Ducks Unlimited, Application for Exempt Permit – Willmar Fests, Inc., Accounts Payable through December 31, Building Inspection Report for December, Willmar Police Commission Minutes of November 17, Willmar Area Lakes CVB Minutes of November 18, Citizens Cable Advisory Committee Minutes of December 18, 2014 and Appointment of Kelly TerWisscha to the Economic Development Commissions Operations Board. Council Member Fagerlie seconded the motion, which carried. Council Member Ahmann abstained due to a conflict of interest in the Planning Commission minutes.

At 7:01 p.m. Mayor Calvin opened a hearing on extending the City's 2012 application for Small Cities Development Program funding through the Minnesota Department of Employment and Economic Development (DEED). Jill Bengston, representing the Housing and Redevelopment Authority for Kandiyohi County, presented the request for the extension. Since the Minnesota Housing will not be closing on the Highland Tax Credit Project until February 2015, the City's grant agreement with DEED will need to be extended until July 31, 2015 so the Small Cities funds can be utilized on the project. The City is required to hold a public hearing to expand the original program target area to include Highland Apartments. There being no one present to speak for or against the proposed Small Cities Development Program grant extension request, Mayor Calvin closed the hearing at 7:02 p.m.

Council Member Fagerlie made a motion to approve the Small Cities Development Program grant and target area expansion. Council Member Dokken seconded the motion, which carried.

Mayor Calvin acknowledged Bob Skor, 617 SW 14<sup>th</sup> Street, who had signed up to address the City Council during its scheduled Open Forum. He gave a definition for "City Council" and talked about respect.

Fire Chief Hendrickson recognized four individuals who have completed their one-year probationary period with the Willmar Fire Department: Caitlin Brabender, Nick Baker, Nick Krohn, and Travis Dickerson. Over the past year, each of these individuals has completed 130 hours of training and worked 415 hours of on-scene training, which was a sacrifice for the Firefighters as well as their families and shows a high level of commitment and protection to citizens. Chief Hendrickson recited a Willmar Fire Department Oath of Office

to the Officers followed by the receipt of their individual badges, which were pinned on each officer by their respective family members.

At this time Mayor Calvin presented to the Council, staff, and public the Mayor's 2015 State of the City Address (a copy of which is contained in the Council proceedings file).

City Clerk Kevin Halliday presented Change Order No. 3 to the Corner Stone Construction Services contract for the auditorium renovations. City Clerk Halliday touched on each item contained in the change order which totaled \$14,921.00 increasing the project total to \$780,821.00. Staff was recommending the Council approve the change order as presented.

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

RESOLUTION NO. 1

BE IT RESOLVED by the City Council of the City of Willmar that the agreement with Corner Stone Construction, Inc., of Willmar, Minnesota, for the Willmar Auditorium Renovation project, be amended with Change Order No. 3 as follows:

- Firing Range additional work to relocate shooting lane target brace, re-hang forward of new wall and tighten the target cable lines. \$4,743.00
- Changing the 600 amp switch to a 400 amp switch. Existing panel was mislabeled. Change is required. There does not appear to be an issue with the power since no AC is being installed at this time. \$2,300.00
- Removal of fans in the upper northeast and southeast corners of the Gym, requested by staff. \$1,265.00
- Patching the Existing Range Ceiling Baffle, approved previously by staff. \$300.00
- Extend the deflector to protect florescent tube lighting in Lane 10. \$1,705.00
- Support pillar rubber block reduction to one 24" block only and strap securement. \$0
- Install additional framing and blocking in basement hallway, in order to install the ceiling grid. \$800.00
- Changes to the air handling equipment in shop drawings required additional electrical work. \$3,808.00

BE IT FURTHER RESOLVED that the Mayor and City Administrator be authorized to execute the necessary documents on behalf of the City for this Change Order No. 3.

Dated this 20th day of January, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

Public Works Director Sean Christensen requested authorization to purchase and replace an International Truck with snow removal equipment through state contracts as recommended in the vehicle

replacement program. The total cost for the unit is \$164,589.72 and the 2015 Capital Outlay Program includes \$170,000 for the purchase. The existing 2005 unit will be traded for a credit of \$26,000.00 to be used towards tax and licensing. Staff recommended proceeding with the purchase.

Resolution No. 2 was introduced by Council Member Anderson, seconded by Council Member Christianson reviewed by Mayor Calvin, and approved on a roll call vote of Ayes 8, Noes 0.

RESOLUTION NO. 2

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the purchase of the 2015 International 7400 truck through State Contract #77941, and with attachments through State Contract #80228 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 bidders for the terms and consideration of the contract in the amount of \$164,589.72.

Dated this 20th day of January, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

City Administrator Charlene Stevens presented for Council consideration a petition for a partial street vacation of 3<sup>rd</sup> Street SW between Trott Avenue and Minnesota Avenue filed by Rice Memorial Hospital and Shared Health Resources, LLC. The street has been closed to through traffic for ten plus years. The request has been before the Planning Commission and approved. The process requires a public hearing be set. Staff recommends February 17, 2015 at 7:02 p.m.

Resolution No. 3 was introduced by Council Member Fagerlie, seconded by Council Member Dokken reviewed by Mayor Calvin, and approved on a roll call vote of Ayes 8, Noes 0.

RESOLUTION NO. 3

**Resolution Setting A Public Hearing to Consider A  
Petition to Vacate A Street**

BE IT RESOLVED by the City Council of the City of Willmar that the Council conduct a public hearing at 7:02 p.m. on Tuesday, February 17, 2015, in the Council Chambers at the Municipal Utilities Commission Building, 700 SW Litchfield Avenue, Willmar, Minnesota.

BE IT FURTHER RESOLVED that the purpose of the hearing will be to consider the partial vacation of 3<sup>rd</sup> Street Southwest described as:

Beginning at the Southeast (SE) corner of Lot 7, Block 64 of the First Addition to the Town (now City) of Willmar, and continuing on a line extended from the south border of Lot 7, Block 64 of the First Addition to the Town (now City) of Willmar, to the Southwest (SW) corner of Lot 8, Block 65 of the First Addition to the Town (now City) of Willmar, thence northerly along a line extended from the West border of Lot 8, Block 65 of the First Addition to the Town (now City) of Willmar to the Northwest (NW) corner of Lot 14, Block 65 of the First Addition to the Town (now City) of Willmar, thence Westerly on a line extended from the north border of Lot 14, Block 65 of the First Addition to the Town (now City) of Willmar to the Northeast (NE) corner of Lot 1, Block 64 of the First Addition to the Town (now City) of Willmar, thence Southerly on a line extended from the east border of Lot 1, Block 64 of the

First Addition to the Town (now City) of Willmar to the point of beginning. All in the City of Willmar, County of Kandiyohi.

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

Dated this 20th day of January, 2015.

/s/ Marv Calvin  
Mayor

/s/ Kevin Halliday  
Attest: City Clerk

One item under Old Business addressed was the designation of the local newspaper. City Administrator Charlene Stevens noted several questions were raised by Council Members at the reorganizational meeting regarding the designation of the "West Central Tribune" as the official newspaper for City publications. The statutory requirement that a 75% penetration rate is needed to qualify was in question. Information was provided by the "West Central Tribune" stating that their household penetration is 55%. Minnesota Statute 331A.02, which was reviewed by City Attorney Robert Scott, sets forth a number of requirements for a newspaper to meet to be a qualified newspaper. It was his determination that the "West Central Tribune" is the only qualified newspaper, as the order of priorities stated in the statute does not apply. Council Member Christianson questioned the eligibility of the "Reminder" and stated he would be willing to look into it for 2016. Council Member Nelsen stated this issue has been brought up several times and she would like it put on record so the Council is not repeatedly discussing it. Mayor Calvin mentioned he will ask staff to have the relevant information and percentage of saturation available for the next reorganizational meeting of the Council.

Council Member Ahmann presented goals and objectives for the Mayor and Council to consider. Mayor Calvin suggested submitting this list to the facilitator that is obtained to conduct the next Council Retreat.

City Administrator Charlene Stevens gave an update on the Vision 2040 events. She highlighted the upcoming Cross-Cultural Conversation for Community Engagement to be held at the middle school on January 21<sup>st</sup> from 6 – 8:30 p.m. This is a workshop to enhance skills for deeper listening to others. Highlighted next was the Leadership 2040 class which was developed by a group of volunteers to increase the leadership qualities in our community. There are currently 29 very balanced participants, with one of them being Council Member Nelsen. There will be six sessions with a June graduation and another opportunity for this class starting in September. Council Member Ahmann stated he has been in on several discussions, particularly the housing issue, and heard the term "workforce housing." He asked for a definition to the term and what the goal is. Mayor Calvin suggested there be a brief explanation of the program at the Council Retreat.

Council Member Nelsen mentioned a new project located at MinnWest Technology Campus titled "Work Up." This program provides individual work spaces for those interested. There will be upcoming tours and additional information will be provided in the future. .

Mayor Calvin asked Fire Chief Gary Hendrickson to give a brief report on the gas leak that took place on January 15<sup>th</sup> at 4:14 a.m. in the area of 1306 15<sup>th</sup> Street SW. The initial report was of a one-vehicle accident and upon police arrival it was a gas line was hit. Shortly after, the Fire Department arrived on scene and discovered a gas supply header fed by two high-pressure lines at 95 psi had been hit and continued to leak gas at a high rate sounding like a jet engine. Only one home adjacent to the leak was evacuated. Centerpoint Energy staff arrived but were unable to immediately shut it down. Sometime later a temporary high pressure line was installed until the supply header was repaired. There were no injuries to firefighters or civilians.

Announcements for Council Committee meeting dates were as follows: Labor Relations, 4:45 p.m. at City Hall, January 28, 2015.

There being no further business to come before the Council, the meeting adjourned at 8:07 p.m. upon motion by Council Member Fagerlie, seconded by Council Member Ahmann, and carried.

Attest:

\_\_\_\_\_  
MAYOR

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

WILLMAR MUNICIPAL UTILITIES MINUTES  
MUNICIPAL UTILITIES CONFERENCE ROOM  
JANUARY 15, 2015

The Municipal Utilities Commission met in a special meeting on Thursday, January 15, 2015 at 12:00 p.m. in the Municipal Utilities Conference Room with the following Commissioners present: Matt Schrupp, Carol Laumer, Dan Holtz, Jeff Nagel, Joe Gimse, and Justin Mattern. Absent was Commissioner Steve Salzer.

Others present at the meeting were: General Manager Wesley Hompe, Director of Finance Tim Hunstad, Director of Operations John Harren, Customer Service Supervisor Stacy Stien, Administrative Secretary Beth Mattheisen, and City Council Liaison Jim Dokken.

President Schrupp requested a motion to approve the agenda. Commissioner Laumer offered a motion to approve the agenda as presented. Commissioner Holtz seconded the motion which carried by a vote of six ayes and zero nays.

General Manager Hompe opened by reviewing the WMU Mission Statement: *"The Willmar Municipal Utilities is dedicated to providing reliable, quality electric, water and district heating service to its consumer-owners at competitive rates in a forward-looking, service-oriented manner based on consumer input."*

General Manager Hompe reviewed with the Commission the WMU Strategic Plan adopted in 2014 which originated from the 2013 Strategic Planning Session. A step-by-step review of the goals and action plans required to attain these goals was discussed. Periodic updates (twice annually) will be provided to the Commission on a regular basis

General Manager Hompe briefly touched on the APPA presentation entitled, *"Duties, Responsibilities & Legal Obligations of Public Power Governing Boards"*. This data provided a guideline for governance strategy, executive leadership and performance efficiency to ensure the Commission and Staff strive to achieve optimal effectiveness by the Utility. This coincides with the steps initiated in the WMU Strategic Plan.

General Manager Hompe continued by presenting a review of the APPA presentation entitled *"Overview of Utility Financial Operations for Board & Council Members"*. Director of Finance Hunstad reiterated the importance of retaining cash reserves and the policies/guidelines necessary to achieve financial stability. The age of the current system along with the established industry standards were discussed acknowledging that the list of capital projects would address the age issue. Also addressed was the Payment In Lieu of Taxes (PILOT) to the City of Willmar and its effect on WMU utility rates. It was noted that the current PILOT Agreement with the City of Willmar expired January 1, 2015. A new agreement with the City will need to be created. Recent PILOT amounts were: 2013 \$1,995,573; 2014 \$2,069,808; and, 2015 \$2,152,600 (budgeted amount). Supporting the PILOT has an effect on utility rates.

General Manager Hompe presented the Commission with a review of a number of studies performed concerning various divisions of the WMU. The subjects of these studies were: electric generation; electric transmission substations, water treatment plant life extension plan; Power Plant upgrades, and, Central Office/Service Center facilities. The studies form the basis for the capital improvements. The studies provide recommendations for the direction the WMU should continue in an effort to achieve the most efficient and cost-effective methods to reach optimal operations of the Utility. Director of Operations Harren presented additional specifics on the recommended water treatment facility upgrades and construction projects. General Manager Hompe reviewed the GLT Long-Range Facilities Study (conducted in 2010). Study recommendations were provided to assist in achieving more efficient and reliable facilities that would be beneficial to the community it serves and to WMU Staff. Historic background was provided. General Manager Hompe and Staff further added input on the current state of the WMU's facilities (heating, cooling, insulation, equipment restrictions due to facilities, etc.).

2015 Capital Improvement Budget Projects (& expenditures) were reviewed. Included in the projects were: water treatment plants, facilities, diesel generator relocation, and Priam Substation.

General Manager Hompe continued with a review of the 2015 WMU Budget in conjunction with the Cost of Service & Rate Design Study. Director of Finance Hunstad reviewed the historic and projected reserve funds with the Commission (both restricted and unrestricted). If no rate adjustments are implemented, WMU would anticipate over \$600,000 in financial loss in 2015 under normal operations (not including any capital projects).

Power Supply and the Diesel Generator Relocation Project (6 generators) were discussed in further detail. Capital projects, purchased power contracts, and normal operations are the basis for the need to adjust rates in an effort to support and fund infrastructure. Investments in the future are necessary to support WMU's efficiency and reliability.

Cost of Service & Rate Design Study figures were discussed. The use of reserves and how this affects the overall financial wellbeing of the WMU were discussed. Director of Operations Harren discussed what would transpire if no adjustments were made. Director of Finance Hunstad provided additional insight to the data provided.

Further review of rate adjustment options were discussed along with a historic review of rate adjustments, and a potential rate adjustment timeline. Water rates were reviewed along with the general perception in the community (water and waste water charges). Following additional discussion, General Manager Hompe provided a summary of the direction for which the Commission was instructing Staff to follow:

1. Requested scenarios with borrowing funds from financial institutions and paying from reserve funds to finance some of the major capital improvement projects.
2. Consensus and recommendation of the Commission: Move forward with the process to implement rate adjustments beginning June 2015. Overall rate adjustments will be as recommended in the Cost of Service & Rate Design Study for 2015.
3. Provide sample billings to the Commissioners and the public to assist in their understanding of the actual water vs. waste water charges and the impact an adjustment would have to their monthly billing.
4. Supply supporting documentation to the Commission at the next MUC meeting.

There being no further business to come before the Commission, Commissioner Holtz offered a motion to adjourn the meeting. Commissioner Mattern seconded the motion which carried, and the meeting was adjourned at 2:20 p.m. by a vote of six ayes and zero nays

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES



Beth Mattheisen  
Administrative Secretary

ATTEST:



Carol Laumer, Secretary

## Rice Memorial Hospital

### Board of Directors

January 21, 2015

**PRESENT:** David Anfinson, President; Dr. Douglas Allen, Vice President; Dr. Michael Gardner, Treasurer; and Directors Dr. Lachlan Smith, Jon Saunders and Andrea Carruthers

**EXCUSED:** Director, Eric Weiberg, Secretary

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

**GUESTS:** Audrey Nelsen, Shirley Carter, Jessica Vagle, June Boie, Zach Treptau

**Call to Order/Minutes:** President Anfinson called the meeting to order at 5:30 p.m. **ACTION:** A motion was made by Director Gardner, seconded by Director Allen and carried to approve the Rice Memorial Hospital Board meeting minutes from December 17, 2014 as written; as well as the November 30, 2014 Financial Statements, the October 16, 2014 Rice Health Foundation Board meeting minutes; and the December 23, 2014 Medical Staff Executive and Credentials Committee meeting minutes. **ACTION:** A motion was made by Director Carruthers, seconded by Director Allen and carried that the Board of Directors hold a closed session, following its regular business meeting, for the purpose of reviewing the 2014 Board of Directors and Chief Executive Officer's performance evaluation summaries. President Anfinson welcomed Audrey Nelsen as the Hospital Board of Directors' new Liaison from the Willmar City Council.

**Quality Report:** A) Teri Beyer distributed a report/information for the Board's review from the Hospital's 2014 Annual Care Improvement Report. B) Jessica Vagle, Zach Treptau and June Boie presented information to the Board on one of the Hospital's Care Improvement Projects which was completed in 2014, "Delirium Prevention, Recognition & Management," in regard to the following: 1) Delirium Journey: a) LEAPT MHA HEN Collaborative – kickoff late 2013. 2) MHA Delirium Advisory Steering Committee. 3) Statewide Delirium Collaborative 2015 – kickoff October, 2014. 4) Definition of Delirium. 5) Delirium = poorer outcomes. 6) Delirium risk factors. 7) Key strategies. 8) Clinical Data reports. 9) Emergency Room – delirium prevention; staff and provider education. 10) Adult Health Care Unit – assess for delirium, prevention, staff and provider education. 11) Intensive Care unit – Confusion assessment method. 12) High Risk Medications. 13) Outcome measures. Delirium rates at Rice remained flat over 2014.

**Medical Staff Report:** A) Dr. Hund reviewed the Executive Committee and Credentials Committee summary reports from December 23, 2014, in regard to the following: 1) Dr. Anthony Annese has resigned from CentraCare Cardiology and will no longer be practicing in Willmar. 2) Upcoming Medical Staff retirements in 2015/2016 will include: Dr. Norris Anderson, Dr. Robert Kaiser, Dr. Burnell Mellema and Dr. Ronald Holmgren. **ACTION:** A motion was made by Director Gardner, seconded by Director Allen and carried that the Medical Staff appointments for the month of December, 2014 be approved as presented and recommended: **INITIAL APPLICATIONS: Locum Tenens Staff:** Debra Betow, M.D. – Psychiatrist/Department of Psychiatry. CompHealth, Salt Lake City, UT. Temporary privileges previously granted for start date: 11/20/2014. Rwanda Campbell, M.D. – Obstetrics & Gynecology/Department of Obstetrics & Gynecology. Weatherby Healthcare, Fort Lauderdale, FL. **Temporary Privileges:** Obiageli Ezewuiro, M.D. – Medical Oncology/Department of Internal Medicine. CompHealth, Salt Lake City, UT. Temporary privileges granted for start date: 12/19/2014. **Allied Health Staff:** Catherine Miller, PsyD – Psychologist/Department of Psychiatry. Rice Institute, Willmar, MN. Responsible Physician: D. Scott, M.D. Temporary privileges granted for start date: 12/15/2014. **Temporary Privileges:** Lori Waldera, FNP – Nurse Practitioner/Department of Emergency Services. Rice Memorial Hospital, Willmar, MN. Responsible Physician: K. Flowe, M.D. Expected start date: 12/25/2014. Leia Zwilling, CST – Surgical Assistant/Department of Surgery. Willmar Medical Services, Willmar, MN. Responsible Physician: J. Lee-Pentz, M.D. Temporary privileges granted for start date: 12/15/2014. **REAPPOINTMENT APPLICATIONS: Active Staff:** Anthony Annese, M.D. – Cardiology/Department of Internal Medicine. CentraCare Clinic, St. Cloud, MN. **Affiliate Staff:** Jefferson Brand, M.D. – Orthopedics/Department of Surgery. Heartland Orthopedic Specialists, Alexandria, MN. Dennis Weigel, M.D. – Orthopedist/Department of Surgery. Heartland Orthopedic Specialists, Alexandria, MN. **Allied Health Staff:** Daniel Turnblom, PA-C – Physician

Assistant/Department of Surgery. St. Cloud Orthopedic Associates, Sartell MN. Responsible Physician: Christopher Widstrom, M.D.

#### CEO Report – Mike Schramm:

- A. Physician Recruitment: 1) At a meeting held today with representatives of APMC, discussions were held on ongoing recruitment efforts as well as upcoming physician retirements. 2) CentraCare continues recruitment efforts for a Cardiologist to provide services in Willmar. 3) Physician recruitment efforts continue in the areas of: Orthopedics, Hospitalist, General Surgery, OB/GYN, Neurology and Primary Care.
- B. Survey Visits: We have been working on corrective action plans as a follow up to our recent Joint Commission survey at the Hospital and Department of Health survey at the Care Center. There are two timelines for plans to be submitted to the Joint Commission and we have sent one corrective plan and are in the process of sending another plan by early February. The Care Center plan has been sent to the Minnesota Department of Health and we will be having a follow up survey in the coming months.
- C. The Department of Health recently presented a report to Leadership in the House and Senate regarding staffing levels at hospitals across the state. Rice was one of 39 hospitals that submitted data to the Department of Health. Our local legislators have heard some feedback and we will continue to communicate with them to assist in their understanding on this issue.
- D. Willmar Medical Services (WMS): 1) Cancer Center: We are continuing our search for a permanent Manager. We interviewed a candidate and will be having a follow up interview soon. 2) Surgery Center: Soyring Consultants delivered their report to our Operations Committee in recent weeks and we will be discussing the report at a future meeting. 3) Imaging: WMS approved the purchase of a new PET/CT Scanner in 2015.
- E. Facility Planning: Construction began this week on the mental health bed expansion and the acuity adaptable rooms project will begin sometime in March. We are continuing our work on options for rehab services and will plan to meet with Board Committees on possible options likely in February.
- F. Financial Report: December numbers were quite strong and our volumes in the first half of January have been solid as well.
- G. Minnesota Hospital Association (MHA) Trustee Conference: CEO Schramm as well as Directors Gardner, Allen, and Smith were in attendance at the annual MHA Trustee meeting which was held in Brooklyn Park on January 9-11.

#### New Business:

- A. Medical Staff Bylaws Revisions - Teri Beyer: Proposed revisions to the Medical Staff Bylaws and Medical Staff Rules and Regulations have been reviewed and approved by the Medical Staff Executive Committee. The Bylaws and Rules and Regulations proposed revisions were forwarded to the Active Medical Staff membership for review and approval by electronic vote. The approved revised Bylaws and Rules and Regulations have been distributed to the Hospital Board of Directors for review and approval. **ACTION: A motion was made by Director Carruthers, seconded by Director Smith and carried that the Rice Memorial Hospital Medical Staff Bylaws as well as the Medical Staff Rules and Regulations be approved as presented and recommended.**
- B. Election of Officers: President Anfinson declared the floor open for nominations. A proposed slate of officers was distributed to the Board as presented and recommended by the Board's Executive Committee. **ACTION: A motion was made by Director Smith, seconded by Director Carruthers and carried that the proposed slate of officers for the Rice Memorial Hospital Board of Directors for 2015 be approved as presented and recommended, as follows: President – David Anfinson; Vice President – Douglas Allen, Ed.D; Treasurer – Michael Gardner, DDS; Secretary – Eric E. Weiberg.**
- C. Board Committee Appointments: Current committee appointments were distributed to the Board for their review. President Anfinson stated that the Board's participation on these Committees is important and that their voice is appreciated. **ACTION: It was the consensus of the Board that the Board Committee assignments be approved for 2015, with noted revisions.**

**Other:**

- A. Rice Health Foundation Report (RHF) – Shirley Carter: 1) The Bremer Foundation: RHF will be receiving a check for matching funds in the amount of \$160,000. 2) The Willmar Area Community Foundation will be meeting tomorrow at the Care Center. They were a part of the Rice Care Center’s building project fund raising efforts.
- B. Hospital Committee Report: 1) Director Carruthers stated that she has been asked to serve on a Palliative Care work group looking at palliative consults from the Cancer Center. 2) Directors Smith, Gardner and Allen reviewed information from some of the educational sessions they attended at the January 9-11, 2015 MHA Trustee Conference.
- C. City Council Report: Audrey Nelsen, newly appointed City Council Liaison to the Hospital Board, presented the City Council Report: 1) Council Member Nelsen stated that she was pleased to be a part of the Hospital Board once again. 2) Council Member Nelsen attended a Hospital Board orientation session last week, provided by President Anfinson and CEO Schramm. 3) A hearing date has been set for February 17, 2015 for the vacating of Third Street SW between Trott and Minnesota Avenues.

The Board of Directors recessed their regular meeting at 6:32 p.m.

The Board of Directors went into closed session at 6:38 p.m. for the purpose of review and discussion of the 2014 Board of Directors and Chief Executive Officer Performance evaluation summaries.

**ACTION: A motion was made by Director Gardner, seconded by Director Allen and carried that the Board of Directors reconvene their regular business meeting at 7:55 p.m.**

**ACTION: A motion was made by Director Saunders, seconded by Director Gardner and carried that Michael Schramm, Chief Executive Officer, be awarded 90% of his potential bonus incentive for 2014.**

**ACTION: A motion was made by Director Allen, seconded by Director Gardner and carried that the 2015 performance criteria established for Michael Schramm, Chief Executive Officer, be approved as presented and recommended.**

**ACTION: A motion was made by Director Carruthers, seconded by Director Saunders and carried to provide Michael Schramm, Chief Executive Officer, a 2% salary increase and a 3% market adjustment to his base salary for the year 2015, as well as to approve the incentive eligibility at 15% for 2015.**

**Adjournment:** There being no further business, the meeting was adjourned at 8:00 p.m.

Submitted by:

Sandy Roelofs, Acting Secretary

**WILLMAR MUNICIPAL UTILITIES MINUTES**  
**MUNICIPAL UTILITIES AUDITORIUM**  
**JANUARY 26, 2015**

The Municipal Utilities Commission met in its regular meeting on Monday, January 26, 2015 at 11:45 a.m. in the Municipal Utilities Auditorium with the following Commissioners present: Matt Schrupp, Carol Laumer, Dan Holtz, Jeff Nagel, Joe Gimse, and Justin Mattern.

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

Commission President Schrupp opened the meeting by requesting a resolution to approve the Consent Agenda. Following discussion and review, Commissioner Gimse offered a resolution to approve the Consent Agenda as presented. Commissioner Holtz 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 12, 2015 Commission meeting;
- ❖ Minutes from the January 15, 2015 Special Commission meeting, and,
- ❖ Bills represented by vouchers No. 142538 to No. 142631 inclusive in the amount of \$2,118,695.22 with a MISO credit in the amount of \$51,515.15 and a Westmoreland Resources coal payment in the amount of \$78,713.88.

Dated this 26<sup>th</sup> day of January, 2015.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

Commissioner Schrupp (Chair) reviewed with the Commission minutes from the January 12<sup>th</sup> WMU Labor Committee meeting (see attached). The main focus of discussion was to address a number of utility positions (including required certifications) and their associated wages. Among the positions discussed were: Foreman/Forewoman in both the Water & Power Productions, Power Production Supervisor, and Purchasing Agent/Stores Manager. Following discussion, Commissioner Laumer offered a motion to approve the minutes of the January 12<sup>th</sup> WMU Labor Committee meeting as presented. Commissioner Nagel seconded the motion which carried by a vote of six ayes and zero nays.

Commissioner Holtz (Chair) reviewed with the Commission minutes from the January 20<sup>th</sup> WMU Planning Committee meeting (see attached). The majority of the meeting pertained to a presentation by Mike Borgstadt, Project Manager, from the consulting firm of Burns & McDonnell. This webX consisted of an overview of the Local Generation Study currently underway and the data gathered addressing the options and scenarios for consideration by WMU. These scenarios reflected the use of existing resources and potential new generation options. The next status update would be presented in mid-February. Other topics discussed included project updates of the following: 1) Priam Substation Project; 2) Wind Turbine Status Report; and, 3) 2015 Water Treatment Plant Project. Following discussion, Commissioner Holtz offered a motion to approve the minutes of the January 20<sup>th</sup> WMU Planning Committee meeting as presented. Commissioner Mattern seconded the motion which carried by a vote of six ayes and zero nays.

In conjunction with the approval of the minutes from the January 15<sup>th</sup> Special Commission meeting, Commissioner Schrupp was requesting action be taken to proceed with the rate adjustment process. Following the recommendation and analysis contained in the recent Cost of Service & Rate Design Study conducted by Dave Berg Consulting, Inc., the Commission was recommending an overall average electric rate increase of 4.5% and overall average water rate increase of 20%. Note: The water rate increase for an average residential customer would be approximately 62¢ per month. Customer Service Supervisor Stien distributed sample billings reflecting the proposed rate adjustments for the four customer classifications. Below is a scenario illustrating an example of each of the customer classifications with the current and proposed monthly rate adjustments:

<b>CUSTOMER CLASSIFICATION</b>	<b>Total Current Billing (Includes: Sewer, Tax, Water and Electric)</b>	<b>Total Billing With Rate Adjustments</b>	<b>Total Billing Increase</b>	<b>Water Only Adjustment</b>
Residential	<b>TOTAL: \$ 99.71</b> (Sewer & Water portion: \$53.19)	<b>\$101.76</b> (53.81)	<b>\$ 2.05</b>	<b>\$ .62</b>
Commercial	<b>TOTAL: \$ 170.32</b> (Sewer & Water Portion: \$53.48)	<b>175.73</b> (54.22)	<b>5.41</b>	<b>.74</b>
Large Power	<b>TOTAL: \$ 330.18</b> (Sewer & Water Portion: \$59.74)	<b>341.99</b> (60.73)	<b>11.81</b>	<b>.99</b>
Industrial	<b>TOTAL: \$9,925.35</b> (Sewer & Water Portion: \$1,247.10)	<b>10,310.10</b> (1,284.72)	<b>384.75</b>	<b>37.62</b>

It was noted that the Cost of Service Study contained recommendations for adjustments in the years 2016, 2017, and 2018. At this time, the Commission authorized the proposed rate adjustments for the year 2015 only. The rate adjustments would be implemented for all classifications of residential, commercial, large power, and industrial customer accounts. The tentative effective date for full implementation of the rate adjustments is projected to be on the June 2015 utility billings. General Manager Hompe was requested the Commission conduct a public hearing on February 9<sup>th</sup>. The next step in the process would be to appear before the City Finance Committee to present the proposed adjustments (also on February 9<sup>th</sup>). Following discussion, Commissioner Laumer offered a motion to set a public hearing to review the proposed electric and water rate adjustments for Monday, February 9, 2015 beginning at 11:50 a.m. in the Municipal Utilities Auditorium. Commissioner Mattern seconded the motion which carried by a vote of six ayes and zero nays.

At this time, a number of utility-related reports were presented for discussion. These statistical reports included:

1. 2014 Largest Customers/Users Report (Customer Service Supervisor Stien)
2. December 2014 Metered Sales & Revenue Report (Customer Service Supervisor Stien)
3. November 2014 Power Supply Report (Director of Finance Hunstad)
4. 2014 NERC 4<sup>th</sup> Quarter Report (Compliance Officer Johnson)
5. 2014 NERC Compliance Activity Summary (Compliance Officer Johnson)

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

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

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

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

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Beth Mattheisen  
Administrative Secretary

ATTEST:

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Carol Laumer, Secretary



**WILLMAR MUNICIPAL UTILITIES**  
**WMU LABOR COMMITTEE MEETING MINUTES**  
**JANUARY 12, 2015 – 12:30 P.M.**  
**WMU CONFERENCE ROOM**

Attendees: Commissioners Matt Schrupp (Chair), Carol Laumer & Joe Gimse, General Manager Wesley Hompe, and Director of Operations John Harren.

Committee Chair Schrupp called the meeting to order at 12:28 p.m.

\*\*\*\*\*

**AGENDA ITEMS:**

➤ **Discuss Foreman/Forewoman positions & wages in both the Water & Power Production Departments:**

Based on market research and discussions with IBEW Local Union #160 (“Union”) representatives, Director of Operation Harren presented the following recommendations to address both departmental positions:

**Water Division:** Recommend a wage increase for the Foreman/Forewomen position along with incorporating a Class A license requirement for the position (WMU was upgraded in 2013 to a Class A water plant/facility). This would allow WMU to have two Class A Operators within the organization which would serve as “backup” in supporting the Supervisor’s position. (The Union is supportive of the recommendations offered.)

Following discussion, Commissioner Laumer offered a motion to accept the wage adjustment and position requirement for the Water Foreman/Forewoman position as presented. Commissioner Gimse seconded the motion which carried by a vote of three ayes and zero nays.

Note: A correspondence will be issued to the Union (drafted by Attorney Frank Madden) stating that the Union is to agree to the adjusted job responsibilities with the wage increase.

**Power Production:** Director of Operations Harren reviewed the past job description for the Power Plant Supervisor position. Included with the Power Plant Supervisor’s responsibility for the day-to-day operations, it was a requirement to carry a Chief Class A operating license. The current Plant Supervisor does not carry the statutory designation. The past Power Plant Supervisor (recently retired) carried this license requirement. Following research conducted with comparable entities (limited sampling available), it was the recommendation to incorporate the statutory designation of Chief Engineer into the Power Plant Operations Foreman/Forewoman’s position. Along with the statutory designation, a wage adjustment to the position was being requested. The Committee furthermore instructed Staff to contact the Union’s Business Manager to further discuss the amount of the wage adjustment being recommended for consideration. WMU’s concerns focus on the current market value for the position in question.

➤ **Power Production Supervisor Position (non-union):** A description of the current job position was reviewed & discussed. It was the recommendation of the Labor Committee to update the current job description bring the description and requirements up to current standards.

➤ **Purchasing Agent/Stores Manager:** The current Purchasing Agent/Stores Manager has announced his retirement effective March 17, 2015. As a result, Staff is in the process of transitioning to fill the upcoming vacancy and its responsibilities (i.e. purchasing, inventory control, property/stores management, insurance coverage, fleet management, cell phone management, etc.). Renaming of the position is under consideration. The holder of this position would report directly to the Director of Operations. The Labor Committee instructed Staff to finalize an updated position description (including title renaming) and to proceed with the hiring process (upon Committee approval).

➤ **Adjournment:**

There being no further business to come before the WMU Labor Committee, Commissioner Laumer offered a motion to adjourn the meeting at 2:05 p.m. Commissioner Gimse seconded the motion which carried by a vote of three ayes and zero nays.



## WILLMAR MUNICIPAL UTILITIES

### WMU PLANNING COMMITTEE MEETING MINUTES JANUARY 20, 2015 - 12:00 NOON WMU CONFERENCE ROOM

Present: Commissioners Dan Holtz (Chair) & Justin Mattern, Wesley Hompe, John Harren, Tim Hunstad, Chris Carlson, and Jon Folkedahl.

Committee Chair Holtz called the meeting to order at 12:05 p.m.

\*\*\*\*\*

#### AGENDA ITEMS:

#### 1. Burns & McDonnell Presentation: Resource Planning & Local Generation Options

Mike Borgstadt, Project Manager, from the consulting firm of Burns & McDonnell, presented (via webX) an overview of data gathered addressing the local generation options for consideration by the Willmar Municipal Utilities. Included in the data presented were:

- load forecasts
- load analysis
- hourly & duration load curves
- heating loads
- historical market prices for Willmar
- comparisons & projections (market prices)
- carbon tax implementation
- Balance of Loads & Resources Baseline Assumptions

Burns & McDonnell developed location generation options. The scenarios include multiple options for existing resources and potential new generation. It was noted that the evaluation is not focused on external power supply options, but focusing on local generation.

Burns & McDonnell's next steps of the Local Generation Study will be:

- Forward detailed assumptions to WMU for review
- Contact natural gas supply companies
- Begin modeling hourly dispatch model (baseline & sensitivity economic evaluations)
- Develop preliminary results for next status update meeting (mid-February)
- Present final results tentatively set for March 23<sup>rd</sup> MUC meeting.

Following the presentation, the Planning Committee & Staff further discussed the data presented along with the generation options.

#### 2. Priam Substation Project Update:

Director of Operations Harren presented the Planning Committee with Priam Substation Project update (prepared by Jeron Smith, Staff Electrical Engineer). A scope of the entire project consists of the following three separate components:

- 1) Priam Substation:
  - a. Land purchase
  - b. Design and construction of the substation.
- 2) PX Line Project:
  - a. Design & construction of the 69KV transmission line connecting the Priam Substation to the existing WMU transmission system.
- 3) WTT Line Project:

- a. Increase of capacity on a portion of WMU's 69KV transmission system to accommodate the change in location of the 115KV source.

Director of Operations Harren stated that Great River Energy (GRE) is the designated transmission operator in the Willmar area and responsible for the stability, reliability and performance of the electric power in the region. Therefore, GRE is working in partnership with WMU to complete the Priam projects. This partnership will be governed by a Memo of Understanding (MOU) between the two entities. At this time, it is anticipated that GRE will be responsible for the PX Line portion of the project. Harren continued by presenting a timeline status update for each of the components along with the associated estimated project costs.

**3. Wind Turbine status update report:**

Director of Operations Harren presented the Planning Committee with a 2014 Wind Turbine Report including monthly production figures for Wind Turbines #3 & #4. This report is currently on our website with a link also on the City's website. WMU would like to generate more of a positive spin on promoting the wind turbines and their production. This report would also present the reason for the outages experienced and the estimated projects for the turbines. Staff will modify the current Wind Turbine Report as discussed and distribute as requested.

**4. 2015 Water Treatment Plant project update:**

Director of Operations Harren offered the Planning Committee an update of the 2015 Water Treatment Plant project. Staff has been working with Carollo Engineering, Inc. on completion of the pilot plant portion of the project. Reps from Carollo will be attending a future MUC meeting to present the pilot plant results and timeline of what to expect moving forward along with a proposal for the media change out portion of the project.

**5. Miscellaneous:**

The Planning Committee requested an update on WMU's coal pile inventory including the delivery and gas usage related to the coal situation. Staff informed the Committee that deliveries are still sporadic but with anticipated deliveries and the coal pile currently in place, there will be adequate coal available until the upcoming overhaul.

**Adjournment:**

Following discussion, Commissioner Mattern offered a motion to adjourn the meeting of the WMU Planning Committee at 1:37 p.m. Commissioner Holtz seconded, and the motion was carried by a vote of two ayes and zero nays.

# LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total prize value for the year will be \$1,500 or less, contact the Licensing Specialist assigned to your county.

**Application fee (nonrefundable)**  
If the application is postmarked or received 30 days or more before the event, the application fee is **\$50**; otherwise the fee is **\$100**.

## Organization Information

Organization Name: <b>Kandiyohi County Friends</b>	Previous Gambling Permit Number:
Minnesota Tax ID Number, if any:	Federal Employer ID Number (FEIN), if any:

**Type of Nonprofit Organization (check one):**

Fraternal     
  Religious     
  Veterans     
  Other Nonprofit Organization

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State and Zip: \_\_\_\_\_ County: \_\_\_\_\_

Name of Chief Executive Officer (CEO): Kim Eickhoff      Daytime Phone: 320-491-0237      Email: IKE.eickhoff@gmail

## Nonprofit Status

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

**Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**  
Don't have a copy? This certificate must be obtained each year from:  
Minnesota Secretary of State  
Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Phone: 651-296-2803

**IRS income tax exemption (501(c)) letter in your organization's name.**  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter).**  
If your organization falls under a parent organization, attach copies of **both** of the following:  
a. an IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and  
b. the charter or letter from your parent organization recognizing your organization as a subordinate.

## Gambling Premises Information

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

Address (do not use PO box): 240 23rd Street SE      City or Township: Willmar MN      Zip Code: 56201      County: Kandiyohi

Date(s) of activity (for raffles, indicate the date of the drawing):  
March 14 2015

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

Bingo\*     
  Paddlewheels\*     
  Pull-Tabs\*     
  Tipboards\*

Raffle (total value of raffle prizes awarded for the year: \$ \_\_\_\_\_)

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

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

**Local Unit of Government Acknowledgment**

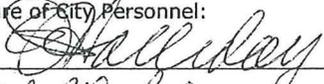
**CITY APPROVAL  
for a gambling premises  
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: Willmar

Signature of City Personnel: 

Title: City Clerk Treasurer Date: 1-22-2015

**Local unit of government must sign.**

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

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: Kandiyohi

Signature of County Personnel: \_\_\_\_\_

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

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

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

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

**Chief Executive Officer's Signature**

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

Chief Executive Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Requirements**

**Complete a separate application for:**

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

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

**Send application with:**

\_\_\_\_\_ a copy of your proof of nonprofit status, and

\_\_\_\_\_ application fee (nonrefundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$50; otherwise the fee is \$100. Make check payable to **State of Minnesota**.

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

**Financial report and recordkeeping required.**  
A financial report form and instructions will be sent with your permit, or use the online fill-in form available at [www.mn.gov/gcb](http://www.mn.gov/gcb).

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

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

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

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

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

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

**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 - Applications are kept on file for two years)

- \_\_\_\_\_ Airport Commission (meets monthly)
- \_\_\_\_\_ Community Education & Advisory Board (meets monthly)
- \_\_\_\_\_ City/County Economic Development Operations Board (meets monthly)
- \_\_\_\_\_ Housing and Redevelopment Authority (meets monthly)
- X \_\_\_\_\_ Municipal Utilities Commission (meets bi-monthly)
- \_\_\_\_\_ Pioneerland Library System Board (meets monthly)
- \_\_\_\_\_ Planning Commission (meets bi-monthly)
- \_\_\_\_\_ Police Civil Service Commission (meets monthly)
- \_\_\_\_\_ Rice Memorial Hospital (meets bi-monthly)
- \_\_\_\_\_ Zoning Appeals Board (meets monthly)
- \_\_\_\_\_ Ad hoc Task Forces (will be posted and will meet on an as-needed basis)

**Applicant Information**

Name: ABDIRIZAK "ZACK" MAHBDOUB Date of Application: JAN 26, 2015  
Address: 1405 19<sup>th</sup> AVE SE #305 WILLMAR Phone No. 612-636-9533  
(must be a resident of the City of Willmar)  
Email: MAHBDOUB2000@GMAIL.COM

What prompted you to make application for a citizen committee? TO ACHIEVE MY CIVIC DUTIES

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

BECAUSE OF MY BACKGROUND, I BELIEVE THAT I CAN POSITIVELY  
CONTRIBUTE MUNICIPAL UTILITIES COMMISSION

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

KNOWLEDGEABLE HOW POWER-PLANT FUNCTION AND OPERATE, ALSO  
UNDERSTAND HOW POLICIES FRAMED AND IMPLEMENTED.

List your educational background: (1) MASTER OF PUBLIC AFFAIRS FROM HUMPHREY  
SCHOOL OF PUBLIC AFFAIRS, MINNEAPOLIS

(2) MECHANICAL ENGINEERING DEGREE FROM WENTWORTH INST. OF TECH. BOSTON

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

BOARD MEMBER - BARN THEATER IN WILLMAR

---

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

SELF EMPLOYED - WEST CENTRAL INTERPRETING SERVICES, LLC

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Please return completed application to:

Mayor's Office  
333 SW 6<sup>th</sup> Street  
Willmar, MN 56201

Or fax completed forms to:

(320) 235-4917



**Refugee Resettlement Program Manager**

2006 to 2007

Neighborhood House, St. Paul, Minnesota

- Managed all aspect of government contracts and foundation grants to ensure program targets and financial goals were met for program and services
- Served as agency liaison with refugee resettlement service providers including the Minnesota Department of Human Services and the Federal Office of Refugee Resettlement
- Led, coordinated and supported Refugee Resettlement team including sub-contracted staff
- Supervised direct program service staff, as well as interns working for the agency program

**Executive Director**

2002 to 2006

Somali Community Services of Maine, Lewiston, Maine

- Co-founded and built sustainable community-based organization from concept to a vibrant successful social service organization
- Developed research for future funds by galvanizing community support
- Engaged in networking initiatives among professionals, academics, business entrepreneurs and members of local arts community
- Empowered refugees to be part of larger mainstream community in Maine
- Managed all aspect of program budgets; responsible for accurate and timely financial reports
- Facilitated and assisted in coordination of an advisory group made up of representatives of New Americans and mainstream

**Information Analyst – Team Leader**

1997 to 2002

Electronic Data Systems (EDS). Maynard, MA

- Provided access to EDS suite of clearinghouse applications that allow carriers to view reports, analyze and manage roaming data
- Implemented public internet access for client application; the first for the wireless segment
- Provided production support for maintenance of software application.
- Developed, customized, and integrated relevant applications

**Executive Director**

1995 to 1997

Somali Development Center Boston, MA

- Co-founded and built sustainable community-based organization from concept and design to vibrant successful social service organization
- Became the first SDC Executive Director
- Developed and executed Strategic Plan
- Managed day-to-day operations including supervision of 7 volunteers and 4 paid staff
- Designed and developing training programs for volunteers and paid staff
- Developed strong partnerships with International Rescue Committee (IRC) Resettlement Agency
- Demonstrated capability to inspire, motivate, empower, mobilize, and assist others to work toward mutual success and achieved organizational goals

**RECOGNITIONS**

- Voted one of six in State of Maine by Maine Sunday Telegram as most influential individual

**REFERENCES**

Please see letters of recommendation provided.



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- \_\_\_\_\_ Community Education & Recreation Advisory Board (meets monthly)
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- \_\_\_\_\_ Municipal Utilities Commission (meets bi-monthly)
- \_\_\_\_\_ Pioneerland Library System Board (meets monthly)
- X   \_\_\_\_\_ 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: Rolf Standfuss \_\_\_\_\_ Date of Application: 1/22/15 \_\_\_\_\_

Address: 1300 11<sup>th</sup> St SE \_\_\_\_\_ Phone No. 320-235-4934 \_\_\_\_\_  
(must be a resident of the City of Willmar)

Email: rolf\_joyce@charter.net \_\_\_\_\_

What prompted you to make application for a citizen committee? Wanted to volunteer for the Community now that I am retired \_\_\_\_\_

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

Was looking to serve on a board to help the Willmar Community grow and prosper for the future. Hoping to make a difference to help draw new businesses to the city. I have been a resident of Willmar since 1971.

\_\_\_\_\_

\_\_\_\_\_

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

I am currently serving on the BOA board for Kandiyohi County and previously was on the Storm Water Task Force a few years ago.

---

List your educational background: I have a 2 Associate Degree in Accounting from Ridgewater and just retired from 35 years in Accounting

---

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

Viet Nam Vet 1968-1969, Served in the US Navy 1967-1971. Member of the Willmar VFW and American Legion since 1971, Storm Water Task Force Member, Currently on the BOA board for Kandiyohi County. Have served and currently serving on Church Boards for my local Church Redeemer Lutheran. Was active in Chamber as an employee of United FCS. Currently a volunteer for last two years for the Safe Avenues Gala and currently on Executive Board for the Capital Campaign Encore Performance for the Barn Theatre.

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

Retired from United FCS in 2013 after 23 years as Corporate Accountant

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Please return completed application to:

Mayor's Office  
333 SW 6<sup>th</sup> Street  
Willmar, MN 56201

Or fax completed forms to:

(320) 235-4917



## Application for Appointment to City Board/Committee/Commission

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- \_\_\_\_\_ Housing and Redevelopment Authority (meets monthly)
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- \_\_\_\_\_ Pioneerland Library System Board (meets monthly)
- X   \_\_\_\_\_ Planning Commission (meets bi-monthly)
- \_\_\_\_\_ Police Civil Service Commission (meets monthly)
- \_\_\_\_\_ Rice Memorial Hospital (meets bi-monthly)
- \_\_\_\_\_ Zoning Appeals Board (meets monthly)
- \_\_\_\_\_ Ad hoc Task Forces (will be posted and will meet on an as-needed basis)

### Applicant Information

Name: STEVE GARDNER Date of Application: 12/23/14  
Address: 2645 19th Av SW Phone No. 212-1312  
(must be a resident of the City of Willmar)  
Email: sgardner@bennetoffice.com

What prompted you to make application for a citizen committee? Continue to serve the City

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

Background includes knowledge and understanding of land use issues and processes

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

As a Council Member, I chose to make an effort to fully understand Planning issues

List your educational background: \_\_\_\_\_

\_\_\_\_\_

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

Vision 2040 Housing Committee, Vision 2040 Leadership Chair, co-chair Holiday Parade 2014, past Willmar Council Member + Labor Committee chair.

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

Bennett Office Technologies, 312 24th Av SW,  
Willmar Mn 56201

Please return completed application to:

Mayor's Office  
333 SW 6<sup>th</sup> Street  
Willmar, MN 56201

Or fax completed forms to:

(320) 235-4917

**Application for Appointment to  
City Board/Committee/Commission**

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- \_\_\_\_\_ City/County Economic Development Operations Board (meets monthly)
- \_\_\_\_\_ Housing and Redevelopment Authority (meets monthly)
- \_\_\_\_\_ Municipal Utilities Commission (meets bi-monthly)
- \_\_\_\_\_ Pioneerland Library System Board (meets monthly)
- \_\_\_\_\_ Planning Commissior (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 Lakes Area 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: Michelle Kastel-Olson\_\_\_\_\_ Date of Application: 1/15/15

Address: 279 Lake Ave N, Spicer Phone No. 320.295.1587  
\_\_\_\_\_ (must be a resident of the City of Willmar)

Email: michellekastel@hotmail.com

What prompted you to make application for a citizen committee? I was asked to serve on the board.

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

I would love to see our area continue to grow and thrive.

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

Owner of Restaurant in Soicer

---

List your educational background: BS in Business and Biology

---

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

Spicer Commercial Club, Planning committee for River Lakes Stars Hockey

---

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

O'Neil's 152 Lake Avenue N, Spicer, MN 56288

---

Please return completed application to:

Mayor's Office  
333 SW 6<sup>th</sup> 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 - Applications are kept on file for two years)

- \_\_\_\_\_ Airport Commission (meets monthly)
- \_\_\_\_\_ Community Education & Recreation Advisory Board (meets monthly)
- \_\_\_\_\_ City/County Economic Development Operations Board (meets monthly)
- \_\_\_\_\_ Housing and Redevelopment Authority (meets monthly)
- \_\_\_\_\_ 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: CHRISTINE BURGESS Date of Application: 1-20-15  
Address: 422 MINNESOTA AVE SE Phone No. 612-799-0451 (e)  
(must be a resident of the City of Willmar)

Email: cab562002@yahoo.com (H)

What prompted you to make application for a citizen committee? I enjoy being involved in the community, where I love to help.

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

Willmar is a great community and I would love to help share that message and bring more events and activities to the area.

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

Sales marketing, public relations,

List your educational background: High School Graduate, Some College  
Situational Leadership Course I & II

List any social, fraternal, patriotic, governmental, or service organizations, which you have or currently are serving on:  
Currently a member of Willmar Lions

If you are employed, please provide the name and address of your employer and your position:  
KANDI ENTERTAINMENT CENTER - CENTER MANAGER  
500 19TH AVE SE WILLMAR, MN 56201 320-235-3800

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

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

Vendor Payments History Report  
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
ACCESS LIFTS			003111											
	41759	01/26/15	HANDICAP LIFT PROJECT	2,885.00		012615		D	N				BUILDINGS AND ST	450.45433.0551
ACLS COMPANY/THE			003059											
	41631	01/26/15	*14* EMERG MED TECH TR	7,200.00		1136		D	N				TRAVEL-CONF.-SCH	101.42412.0333
ADVANCE AUTO PARTS			003142											
	41632	01/26/15	*14* PWR STEERING FLUID	21.56		7640429621459		D	N				MTCE. OF EQUIPME	651.48486.0224
AFFILIATED MED CENTERS			000028											
	41633	01/26/15	*14* EXAM/LAB TESTING	1,466.37		4913000/12-14		D	N				SUBSISTENCE OF P	101.42411.0337
AMERICAN SOLUTIONS FOR B			000046											
	41634	01/26/15	*14* W2'S/1099'S/ENVELOP	178.27		INV01986392		D	N				OFFICE SUPPLIES	101.41405.0220
AMERICAN WELDING & GAS I			000057											
	41635	01/26/15	*14* FIRE EXT. INSPECTIO	26.45		03033252		D	N				MTCE. OF EQUIPME	230.43430.0224
	41635	01/26/15	*14* WELDING GAS	51.51		03037706		D	N				GENERAL SUPPLIES	651.48484.0229
	41635	01/26/15	*14* CYLINDER RETEST	132.00		03039771		D	N				PROFESSIONAL SER	101.42412.0446
	41635	01/26/15	*14* WELDING GAS	33.86		03050450		D	N				GENERAL SUPPLIES	101.43425.0229
	41635	01/26/15	*14* WELDING GAS	20.53		03050733		D	N				GENERAL SUPPLIES	101.43425.0229
			VENDOR TOTAL	264.35		*CHECK TOTAL								
				264.35										
ANCOM COMMUNICATIONS			003027											
	41636	01/26/15	*14* RADIO BATTERIES	1,002.00		49889		D	N				GENERAL SUPPLIES	101.42412.0229
ANDERSON LAW OFFICES			002954											
	41637	01/26/15	*14* LEGAL SERVICES-DE	9,747.27		STMT/12-14		D	M	07			PROFESSIONAL SER	101.41406.0446
ANDERSON/MICHAEL			001828											
	41760	01/26/15	MSCIC CONFERENCE	30.82		657		D	N				TRAVEL-CONF.-SCH	101.42411.0333
APPERT'S FOOD SERVICE			002526											
	41761	01/26/15	CONCESSION SUPPLIES	271.23		501020643		D	N				GENERAL SUPPLIES	101.45433.0229
	41761	01/26/15	CONCESSION SUPPLIES	612.94		501070285		D	N				GENERAL SUPPLIES	101.45433.0229
	41761	01/26/15	CONCESSION SUPPLIES	512.56		501140268		D	N				GENERAL SUPPLIES	101.45433.0229
			VENDOR TOTAL	1,396.73		*CHECK TOTAL								
				1,396.73										
ARROWHEAD SCIENTIFIC INC			002882											
	41762	01/26/15	EVIDENCE SUPPLIES	94.73		75809		D	N				GENERAL SUPPLIES	101.42411.0229
ASPEN MILLS			003008											
	41638	01/26/15	*14* HI VISIBILITY JKT	738.65		159394		D	N				SUBSISTENCE OF P	101.42412.0227
AVON MFG COMPANY LLP			.02211											
	41639	01/26/15	*14* HYDRANT BAGS	233.75CR		34149		D	N				SMALL TOOLS	101.42412.0221

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
AVON MFG COMPANY LLP			.02211											
	41639	01/26/15	*14* HYDRANT BAGS	291.86		34150		D	N				SMALL TOOLS	101.42412.0221
			VENDOR TOTAL	58.11	*CHECK	TOTAL								
				58.11										
BACKES TECHNOLOGY SERVIC			000087											
	41640	01/26/15	*14* CAT 5E WIRE RUN	887.50		13544		D	N				BUILDINGS AND ST	450.45433.0551
	41640	01/26/15	*14* CAT 5E WIRE RUN	270.00		13581		D	N				BUILDINGS AND ST	450.45433.0551
	41640	01/26/15	*14* INST. CBL TO 4 DRS	272.00		13604		D	N				MTCE. OF STRUCTU	101.42412.0225
	41640	01/26/15	*14* INST. CBL TO 4 DRS	850.00		13604		D	N				MTCE. OF STRUCTU	101.42412.0335
			VENDOR TOTAL	2,279.50	*CHECK	TOTAL								
				2,279.50										
	41763	01/26/15	CAT 5E WIRE RUN-WRAC 8	1,383.20		13622		D	N				MTCE. OF STRUCTU	101.41409.0225
	41763	01/26/15	CAT 5E WIRE RUN-WRAC 8	1,700.00		13622		D	N				MTCE. OF STRUCTU	101.41409.0335
			VENDOR TOTAL	3,083.20	*CHECK	TOTAL								
				5,362.70										
BATTERY WHOLESALE INC			002860											
	41641	01/26/15	*14* BATTERY CHARGER	217.00		33127		D	N				SMALL TOOLS	651.48484.0221
	41764	01/26/15	#060394-BATTERY	270.95		25194		D	N				MTCE. OF EQUIPME	101.43425.0224
	41764	01/26/15	BATTERY CHARGER	202.00		25205		D	N				SMALL TOOLS	651.48484.0221
			VENDOR TOTAL	472.95	*CHECK	TOTAL								
				689.95										
BENNETT OFFICE TECHNOLOG			000099											
	41642	01/26/15	*14* COMPUTER MTCE-LABOR	109.63		214661		D	N				MTCE. OF EQUIPME	208.45005.0334
BERNICK'S PEPSI-COLA CO			000103											
	41643	01/26/15	*14* CONCESSION SUPPLIES	476.80		12155		D	N				GENERAL SUPPLIES	101.45433.0229
	41643	01/26/15	*14* CONCESSION SUPPLIES	102.10		19297		D	N				GENERAL SUPPLIES	101.45433.0229
	41643	01/26/15	*14* CONCESSION SUPPLIES	130.56		19859		D	N				GENERAL SUPPLIES	101.45433.0229
	41643	01/26/15	*14* CONCESSION SUPPLIES	326.40		3410		D	N				GENERAL SUPPLIES	101.45433.0229
			VENDOR TOTAL	1,035.86	*CHECK	TOTAL								
				1,035.86										
BITUMINOUS PAVING INC			.02224											
	41644	01/26/15	*14* MIX-STREET PATCHI	1,930.50		14-763.1		D	N				MTCE. OF OTHER I	101.43425.0226
BLOSSOM TOWN			.02228											
	41765	01/26/15	PLANT-GRABOW FUNERAL	42.11		6775		D	N				GENERAL SUPPLIES	101.41405.0229
BLUE LINE TRNG GROUP LLC			.02227											
	41766	01/26/15	HOMICIDE INV. COURSE	350.00		ANMN-003-2015		D	N				TRAVEL-CONF.-SCH	101.42411.0333
BMI			003010											
	41767	01/26/15	2015 MUSIC LICENSE FEE	335.00		25966451		D	N				LICENSES AND TAX	101.45437.0445

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
BNSF RAILWAY COMPANY			000129											
	41645	01/26/15	*14* WLMR AVE RR CRO	185,944.38		90101411		D	N				MTCE. OF OTHER I	413.48452.0336
	41645	01/26/15	*14* WLMR AVE RR CROS	14,068.26		90102844		D	N				MTCE. OF OTHER I	413.48452.0336
			VENDOR TOTAL	200,012.64										
				200,012.64										
BOLLIG INC			002999											
	41646	01/26/15	*14* L.S. DESIGN SERV	7,432.00		2997		D	N				PROFESSIONAL SER	432.48504.0446
BRAD'S PLUMBING			001896											
	41647	01/26/15	*14* TESTED RPZ-LABOR	105.00		5263		D	N				MTCE. OF STRUCTU	101.43425.0335
BROWNELLS INC			001441											
	41648	01/26/15	*14* GUN CLNG SUPPLIES	178.93		10780517.00		D	N				GENERAL SUPPLIES	101.42411.0229
BSE			001980											
	41649	01/26/15	*14* VFD DISPLAYS	380.96		908517027		D	N				MTCE. OF EQUIPME	651.48484.0224
	41649	01/26/15	*14* L.S. PARTS	163.10		908578711		D	N				MTCE. OF EQUIPME	651.48485.0224
	41649	01/26/15	*14* LIGHT BALLAST	66.26		908612215		D	N				MTCE. OF STRUCTU	101.43425.0225
	41649	01/26/15	*14* SOFTWARE TRAINING	625.00		908614917		D	N				TRAVEL-CONF.-SCH	651.48484.0333
	41649	01/26/15	*14* ASD RELAYS	122.30		908635935		D	N				MTCE. OF EQUIPME	651.48484.0224
	41649	01/26/15	*14* LIGHT BULBS	38.85		908639044		D	N				MTCE. OF OTHER I	101.43425.0226
			VENDOR TOTAL	1,396.47										
				1,396.47										
	41768	01/26/15	LAMPS FOR LT FIXTURES	353.40		908677309		D	N				MTCE. OF STRUCTU	651.48484.0225
	41768	01/26/15	LIGHT BALLAST	88.76		908677310		D	N				MTCE. OF STRUCTU	651.48484.0225
	41768	01/26/15	LIGHT BALLAST	88.76		908677312		D	N				MTCE. OF STRUCTU	651.48484.0225
	41768	01/26/15	UPS RECEPTACLES	22.45		908677313		D	N				MTCE. OF STRUCTU	101.41409.0225
	41768	01/26/15	LIGHT BALLAST	133.03		908684380		D	N				MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	686.40										
				2,082.87										
BSN SPORTS INC			003001											
	41650	01/26/15	*14* VOLLEYBALL SUPPLI	3,985.07		5962785A		D	N				GENERAL SUPPLIES	101.45427.0229
BUSINESSWARE SOLUTIONS			002776											
	41651	01/26/15	*14* PRINT/PAGE COUNT	51.33		229500		D	N				OFFICE SUPPLIES	101.42412.0220
C D & T INC AUTO PARTS			000145											
	41652	01/26/15	*14* GREASE HOSE	6.99		930755		D	N				MTCE. OF EQUIPME	101.45433.0224
	41652	01/26/15	*14* OIL	50.82		930755		D	N				MTCE. OF EQUIPME	101.45433.0224
			VENDOR TOTAL	57.81										
				57.81										
CANON FINANCIAL SERVICES			002336											
	41653	01/26/15	*14* COPIER LEASE AGRMT	24.88		14430561		D	N				RENTS	101.43425.0440
CARD SERVICES			002552											
	41654	01/26/15	*14* ERICKSON-COFFEE	217.98		120513		D	N				GENERAL SUPPLIES	101.41404.0229



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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARDMEMBER SERVICE			002365											
	41630	01/21/15	*14* FOREIGN TRANS. FEE	3.00		STMT/12-14		D	N				OTHER CHARGES	101.41409.0449
			VENDOR TOTAL	7,707.84										
CENTERPOINT ENERGY			000467											
	41655	01/26/15	*14* NATURAL GAS CHARGES	64.17		6038773/12-14		D	N				UTILITIES	101.43425.0332
	41655	01/26/15	*14* NATURAL GAS CHARGES	912.78		6048932/12-14		D	N				UTILITIES	651.48484.0332
	41655	01/26/15	*14* NATURAL GAS CHARG	1,965.11		6061271/12-14		D	N				UTILITIES	101.45433.0332
	41655	01/26/15	*14* NATURAL GAS CHARGES	129.74		6069198/12-14		D	N				UTILITIES	101.43425.0332
	41655	01/26/15	*14* NATURAL GAS CHARGES	841.42		6084836/12-14		D	N				UTILITIES	101.45435.0332
	41655	01/26/15	*14* NATURAL GAS CHARG	2,631.51		6085332/12-14		D	N				UTILITIES	101.45433.0332
	41655	01/26/15	*14* NATURAL GAS CHARGES	100.75		6093527/12-14		D	N				UTILITIES	101.43425.0332
				6,645.48		*CHECK TOTAL								
	41769	01/26/15	NATURAL GAS CHARGES	16.03		6007936/1-15		D	N				UTILITIES	230.43430.0332
	41769	01/26/15	NATURAL GAS CHARGES	1,408.69		6102726/1-15		D	N				UTILITIES	101.42412.0332
	41769	01/26/15	NATURAL GAS CHARGES	1,055.97		6725927/1-15		D	N				UTILITIES	230.43430.0332
	41769	01/26/15	NATURAL GAS CHARGES	16.03		7177865/1-15		D	N				UTILITIES	230.43430.0332
	41769	01/26/15	NATURAL GAS CHARGES	491.97		8503501/1-15		D	N				UTILITIES	651.48485.0332
	41769	01/26/15	NATURAL GAS CHARGES	1,004.82		8512023/1-15		D	N				UTILITIES	651.48485.0332
				3,993.51		*CHECK TOTAL								
			VENDOR TOTAL	10,638.99										
CENTURION TECHNOLOGIES			002955											
	41770	01/26/15	ANNUAL MTCE FEE-2016	18.36		168879		D	N				PREPAID EXPENSES	101.128000
	41770	01/26/15	ANNUAL MTCE FEE-2015	36.64		168879		D	N				LICENSES AND TAX	101.41409.0445
				55.00		*CHECK TOTAL								
			VENDOR TOTAL	55.00										
CHARTER COMMUNICATIONS			000736											
	41771	01/26/15	MONTHLY PHONE SERVICE	46.95		1136/2-15		D	N				COMMUNICATIONS	101.41409.0330
	41771	01/26/15	MONTHLY PHONE SERVICE	143.94		2191/2-15		D	N				COMMUNICATIONS	101.41409.0330
	41771	01/26/15	MONTHLY PHONE SERVICE	173.65		3552/1-15		D	N				COMMUNICATIONS	208.45005.0330
	41771	01/26/15	MONTHLY PHONE SERVICE	41.69		3941/1-15		D	N				COMMUNICATIONS	101.41409.0330
	41771	01/26/15	MONTHLY PHONE SERVICE	68.20		4972/1-15		D	N				COMMUNICATIONS	101.41409.0330
	41771	01/26/15	MONTHLY PHONE SERVICE	84.38		5124/2-15		D	N				COMMUNICATIONS	101.41409.0330
				558.81		*CHECK TOTAL								
			VENDOR TOTAL	558.81										
CIT TECHNOLOGY FIN SERV			002556											
	41656	01/26/15	*14* COPIER LEASE AGRMT	159.00		26154954		D	N				RENTS	101.41405.0440
CITY OF WILLMAR-GENERAL			000292											
	41657	01/26/15	*14* BLDG PERMIT #22672	568.34		2014-22672		D	N				LICENSES AND TAX	101.45433.0445
CODE 4 SERVICES LLC			002984											
	41658	01/26/15	*14* K9 TEMP ALARM SYS	1,826.70		1695		D	N				MACHINERY AND AU	450.42411.0553

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
COLEPAPERS INC			000170											
	41659	01/26/15	*14* TOILET TISSUE/SUPPL	113.82		9043392		D	N				GENERAL SUPPLIES	101.45435.0229
	41772	01/26/15	CLEANING SUPPLIES	138.57		9055488		D	N				CLEANING AND WAS	101.45435.0228
			VENDOR TOTAL	252.39										
COMPASS MINERALS AMERICA			003116											
	41773	01/26/15	ROAD SALT	3,969.75		71283344		D	N				GENERAL SUPPLIES	101.43425.0229
COMPUTER PROF. UNLIMITED			000065											
	41774	01/26/15	CAMA MONTHLY SUPPORT-JAN	156.00		STMT/1-15		D	N				MTCE. OF EQUIPME	101.41404.0334
	41774	01/26/15	ASSR APEX ANNUAL MTCE	865.00		STMT/1-15		D	N				MTCE. OF EQUIPME	101.41404.0334
			VENDOR TOTAL	1,021.00	*CHECK	TOTAL								
				1,021.00										
COPIER BUSINESS SOLUTION			001934											
	41660	01/26/15	*14* SHIPPING CHARGES	350.00		247129		D	N				POSTAGE	101.41405.0223
	41660	01/26/15	*14* SHIPPING CHARGES	350.00		247129		D	N				POSTAGE	101.42412.0223
			VENDOR TOTAL	700.00	*CHECK	TOTAL								
				700.00										
CORNERSTONE OF WILLMAR I			002164											
	41661	01/26/15	*14* AUD. RENNOVATIO	119,280.00		EST. 3		D	N				MTCE. OF OTHER I	450.45427.0336
	41661	01/26/15	*14* OFFICE REMODEL P	17,320.00		2301		D	N				BUILDINGS AND ST	450.45433.0551
			VENDOR TOTAL	136,600.00	*CHECK	TOTAL								
				136,600.00										
CROW CHEMICAL & LIGHTING			000186											
	41662	01/26/15	*14* CLEANING SUPPLIES	21.60		4933		D	N				CLEANING AND WAS	101.43425.0228
	41662	01/26/15	*14* CLEANING SUPPLIES	54.00		4935		D	N				CLEANING AND WAS	651.48484.0228
	41662	01/26/15	*14* SQUEEGEES	71.90		4943		D	N				SMALL TOOLS	101.45433.0221
			VENDOR TOTAL	147.50	*CHECK	TOTAL								
				147.50										
	41775	01/26/15	SMALL TOOLS	17.92		4963		D	N				SMALL TOOLS	101.43425.0221
	41775	01/26/15	CLEANING SUPPLIES	190.90		4963		D	N				CLEANING AND WAS	101.43425.0228
			VENDOR TOTAL	208.82	*CHECK	TOTAL								
				356.32										
CSI FORENSIC SUPPLY			.01183											
	41776	01/26/15	HANDGUN/RIFLE BOXES	347.16		54090A		D	N				GENERAL SUPPLIES	101.42411.0229
CULLEN'S HOME CENTER			002413											
	41777	01/26/15	60" LG LED TV	1,294.00		131406		D	N				SMALL TOOLS	101.45433.0221
DANIELSON/JEFFREY			002414											
	41778	01/26/15	PARKING SPACE RENTAL	480.00		73		D	M	07			RENTS	101.41409.0440
DELTA DENTAL OF MINNESOT			002867											
	41626	01/21/15	DENTAL INS.-FEB	113.90		5838130		D	N				COBRA INS PREMIU	101.120001

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DEPT OF HUMAN SERVICES 000009														
	41663	01/26/15	*14* CLEANING SERVICES	1,628.00		00000222863		D	N				CLEANING AND WAS	101.45433.0338
	41663	01/26/15	*14* CLEANING SERVICES	112.00		00000222864		D	N				CLEANING AND WAS	101.45435.0338
	41663	01/26/15	*14* CLEANING SERVICES	112.00		00000230922		D	N				CLEANING AND WAS	101.45433.0338
	41663	01/26/15	*14* CLEANING SERVICES	84.00		00000247891		D	N				CLEANING AND WAS	101.45435.0338
	41663	01/26/15	*14* CLEANING SERVICES	112.00		00000252595		D	N				CLEANING AND WAS	101.45435.0338
	41663	01/26/15	*14* CLEANING SERVICES	1,480.00		00000252603		D	N				CLEANING AND WAS	101.45433.0338
				3,528.00										
			VENDOR TOTAL	3,528.00										
													*CHECK TOTAL	
DEPT OF HUMAN SERVICES 002914														
	41779	01/26/15	#22 RICE CARE CENTER-	25,164.49		00000246834		D	N				OTHER CHARGES	101.41428.0449
DONOHUE & ASSOCIATES 002293														
	41664	01/26/15	*14* BIOSOLIDS/FOG EVA	3,396.67		12812-01		D	N				CONTRACTS PAYABL	651.207000
DOOLEY'S PETROLEUM INC 002163														
	41623	01/08/15	*14* 4,000 GAL. UNLEAD	7,836.05		260417		D	N				INVENTORIES-MDSE	101.125000
	41623	01/08/15	*14* 4,000 GAL. DIESEL	9,472.08		260417		D	N				INVENTORIES-MDSE	101.125000
				17,308.13									*CHECK TOTAL	
	41627	01/21/15	4,000 GALLONS DIESEL	7,505.04		261274		D	N				INVENTORIES-MDSE	101.125000
	41627	01/21/15	4,000 GALLONS UNLEADED	7,188.06		261275		D	N				INVENTORIES-MDSE	101.125000
				14,693.10									*CHECK TOTAL	
	41665	01/26/15	*14* 3,000 GAL. UNLEAD	7,053.00		471781		D	N				INVENTORIES-MDSE	101.125000
	41665	01/26/15	*14* 4,801 GAL. DIESE	15,953.60		471781		D	N				INVENTORIES-MDSE	101.125000
				23,006.60									*CHECK TOTAL	
			VENDOR TOTAL	55,007.83										
DUININCK CONCRETE 000151														
	41666	01/26/15	*14* CEMENT-FLR REPAIR	54.43		68544		D	N				MTCE. OF STRUCTU	101.43425.0225
DUININCK INC 000222														
	41780	01/26/15	GORTON AVE/9TH ST IM	508,525.72		1401/EST. 2		D	N				MTCE. OF OTHER I	414.48451.0336
DYNA SYSTEMS 000223														
	41667	01/26/15	*14* PLASTIC CABLE TIES	71.62		20849235		D	N				MTCE. OF EQUIPME	101.43425.0224
ECCO MIDWEST INC 003107														
	41624	01/14/15	AUDITORIUM REMEDIATIO	24,055.80		3		D	N				MTCE. OF OTHER I	450.45427.0336
ED DAVIS BUSINESS MACHIN 000229														
	41668	01/26/15	*14* OFFICE SUPPLIES	760.07				D	N				OFFICE SUPPLIES	741.48001.0220
ED'S SERVICE CENTER & SA 000231														
	41669	01/26/15	*14* TOWING CHARGES	970.25		STMT/12-14		D	N				OTHER SERVICES	101.42411.0339

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
EMERG. SERVICES MKTG COR			003147											
	41781	01/26/15	ANNUAL SUBSCRIPTION	700.00		9051		D	N				SUBSCRIPTIONS AN	101.42412.0443
EMERGENCY RESPONSE SOLUT			003048											
	41670	01/26/15	*14* SCBA PACKS	350.24		3097		D	N				SMALL TOOLS	101.42412.0221
	41670	01/26/15	*14* RESCUE SLING	70.95		3262		D	N				SMALL TOOLS	101.42412.0221
	41670	01/26/15	*14* SCBA PACKS	1,598.96		3263		D	N				SMALL TOOLS	101.42412.0221
	41670	01/26/15	*14* TRAINING MANIKIN	898.05		3264		D	N				SMALL TOOLS	101.42412.0221
	41670	01/26/15	*14* 2 AIR RESCUE KITS	6,827.43		3265		D	N				SMALL TOOLS	101.42412.0221
	41670	01/26/15	*14* FIRE HOSE	687.72		3266		D	N				SMALL TOOLS	101.42412.0221
			VENDOR TOTAL	10,433.35		*CHECK TOTAL								
				10,433.35										
EMERGENCY SERV CONSULTIN			003146											
	41782	01/26/15	SHARED SERVICES GRANT	2,963.10		14-279		D	N				PROFESSIONAL SER	815.42412.0446
ENGAN ASSOCIATES P.A.			000240											
	41671	01/26/15	*14* RENOV. DESIGN FEE	550.00		2014-308		D	N				BUILDINGS AND ST	450.45427.0551
	41671	01/26/15	*14* RENOV. DESIGN FEE	1,100.00		2014-340		D	N				BUILDINGS AND ST	450.45427.0551
			VENDOR TOTAL	1,650.00		*CHECK TOTAL								
				1,650.00										
ENVIRONMENTAL RESOURCE A			002723											
	41783	01/26/15	LAB PERF. TEST SAMPLES	501.41		742099		D	N				GENERAL SUPPLIES	651.48484.0229
ERIC'S AVIATION SERVICES			002998											
	41784	01/26/15	ON SITE MGMT SERV-FEB	6,428.00		STMT/2-15		D	N				PROFESSIONAL SER	230.43430.0446
ERICKSON/SCOTT			002176											
	41785	01/26/15	EVOC TRAINING	9.00		659		D	N				TRAVEL-CONF.-SCH	101.42411.0333
ETTERMAN ENTERPRISES			001567											
	41786	01/26/15	HOSE REPAIR-COUPPLING	4.40		206893		D	M	07			MTCE. OF EQUIPME	651.48486.0224
EXCEL OVERHEAD DOOR			002443											
	41787	01/26/15	OVERHEAD DR REPAIR-PARTS	348.64		23533		D	N				MTCE. OF STRUCTU	651.48484.0225
	41787	01/26/15	OVERHEAD DR REPAIR-LABOR	234.50		23533		D	N				MTCE. OF STRUCTU	651.48484.0335
			VENDOR TOTAL	583.14		*CHECK TOTAL								
				583.14										
FAMILY EYE CENTER			000244											
	41672	01/26/15	*14* SFTY EYE GLASSES	80.15		0096559		D	N				SUBSISTENCE OF P	101.42412.0227
FAMILY PRACTICE MED CENT			000245											
	41673	01/26/15	*14* DRUG TESTING	61.00		45/1-15		D	N				SUBSISTENCE OF P	101.43425.0337
FARM-RITE EQUIPMENT			003002											
	41788	01/26/15	CUTTING EDGE/FILTER	230.97		P04199		D	N				MTCE. OF EQUIPME	101.43425.0224



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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
GALLS			000288											
	41792	01/26/15	SMALL UTILITY POUCH	30.58		002957365		D	N				SUBSISTENCE OF P	101.42411.0227
			VENDOR TOTAL	70.16										
GENERAL MAILING SERVICES			000293											
	41680	01/26/15	*14* POSTAGE	19.99		14061		D	N				POSTAGE	101.42412.0223
	41680	01/26/15	*14* POSTAGE 12/29-01/02	0.59		14138		D	N				POSTAGE	101.41401.0223
	41680	01/26/15	*14* POSTAGE 12/29-01/02	12.39		14138		D	N				POSTAGE	101.41402.0223
	41680	01/26/15	*14* POSTAGE 12/29-01/02	2.03		14138		D	N				POSTAGE	101.41403.0223
	41680	01/26/15	*14* POSTAGE 12/29-01/02	4.08		14138		D	N				POSTAGE	101.41404.0223
	41680	01/26/15	*14* POSTAGE 12/29-01/02	1.18		14138		D	N				POSTAGE	101.41405.0223
	41680	01/26/15	*14* POSTAGE 12/29-01/02	15.00		14138		D	N				POSTAGE	101.41408.0223
	41680	01/26/15	*14* POSTAGE 12/29-01/02	1.18		14138		D	N				POSTAGE	101.42411.0223
	41680	01/26/15	*14* POSTAGE 12/29-01/02	0.59		14138		D	N				POSTAGE	101.42412.0223
	41680	01/26/15	*14* POSTAGE 12/29-01/02	6.49		14138		D	N				POSTAGE	101.43425.0223
	41680	01/26/15	*14* POSTAGE 12/29-01/02	0.59		14138		D	N				POSTAGE	101.45432.0223
	41680	01/26/15	*14* POSTAGE 12/29-01/02	0.59		14138		D	N				POSTAGE	101.45433.0223
	41680	01/26/15	*14* POSTAGE 12/29-01/02	4.72		14138		D	N				POSTAGE	208.45005.0223
	41680	01/26/15	*14* POSTAGE 12/29-01/02	20.06		14138		D	N				POSTAGE	230.43430.0223
	41680	01/26/15	*14* POSTAGE 12/29-01/02	1.77		14138		D	N				POSTAGE	651.48484.0223
	41680	01/26/15	*14* POSTAGE	1.77		14175		D	N				POSTAGE	208.45005.0223
	41680	01/26/15	*14* POSTAGE	1,049.22		14176		D	N				POSTAGE	208.45006.0223
				1,142.24									*CHECK TOTAL	
	41793	01/26/15	POSTAGE 01/05 - 01/09/15	6.97		14206		D	N				POSTAGE	101.41401.0223
	41793	01/26/15	POSTAGE 01/05 - 01/09/15	14.09		14206		D	N				POSTAGE	101.41402.0223
	41793	01/26/15	POSTAGE 01/05 - 01/09/15	131.86		14206		D	N				POSTAGE	101.41403.0223
	41793	01/26/15	POSTAGE 01/05 - 01/09/15	66.08		14206		D	N				POSTAGE	101.41404.0223
	41793	01/26/15	POSTAGE 01/05 - 01/09/15	4.13		14206		D	N				POSTAGE	101.41405.0223
	41793	01/26/15	POSTAGE 01/05 - 01/09/15	15.00		14206		D	N				POSTAGE	101.41408.0223
	41793	01/26/15	POSTAGE 01/05 - 01/09/15	1.18		14206		D	N				POSTAGE	101.41409.0223
	41793	01/26/15	POSTAGE 01/05 - 01/09/15	22.07		14206		D	N				POSTAGE	101.43417.0223
	41793	01/26/15	POSTAGE 01/05 - 01/09/15	0.59		14206		D	N				POSTAGE	101.45432.0223
	41793	01/26/15	POSTAGE 01/05 - 01/09/15	13.57		14206		D	N				POSTAGE	101.45433.0223
	41793	01/26/15	POSTAGE 01/05 - 01/09/15	4.13		14206		D	N				POSTAGE	230.43430.0223
	41793	01/26/15	POSTAGE 01/05 - 01/09/15	2.95		14206		D	N				POSTAGE	651.48484.0223
				282.62									*CHECK TOTAL	
			VENDOR TOTAL	1,424.86										
GRAINGER INC			000786											
	41681	01/26/15	*14* AIR & WTR HOSES	194.00		9629732844		D	N				SMALL TOOLS	651.48484.0221
GRAUPMANN/MADELINE			.02225											
	41682	01/26/15	*14* MEAL REIMB.	6.35		654		D	N				SUBSISTENCE OF P	101.42411.0227
GREAT NORTHERN ENVIRONME			003064											
	41683	01/26/15	*14* UV SYS. WIPER SEA	2,571.95		412		D	N				MTCE. OF EQUIPME	651.48484.0224



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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
HAUG IMPLEMENT CO - JOHN			000324											
	41687	01/26/15	*14* OIL FILTERS	57.87		184556		D	N				INVENTORIES-MDSE	101.125000
	41687	01/26/15	*14* #059968 REPAIR	1,995.18		184814		D	N				MTCE. OF EQUIPME	101.43425.0224
	41687	01/26/15	*14* #059968 REPAIR	571.94		184814		D	N				MTCE. OF EQUIPME	101.43425.0334
	41687	01/26/15	*14* #141958-CLAMPS/BLTS	30.51		185081		D	N				MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	2,655.50		*CHECK TOTAL								
HAWKINS INC			000325											
	41688	01/26/15	*14* FERRIC CHLORIDE	4,566.18		3678882 RI		D	N				GENERAL SUPPLIES	651.48484.0229
	41688	01/26/15	*14* FERRIC CHLORIDE	4,583.63		3681331 RI		D	N				GENERAL SUPPLIES	651.48484.0229
			VENDOR TOTAL	9,149.81		*CHECK TOTAL								
HD SUPPLY WATERWORKS LTD			002130											
	41797	01/26/15	HYDRANT PARTS	1,256.99		D410566		D	N				MTCE. OF OTHER I	101.43425.0226
HEARTLAND SECURITY SERVI			002374											
	41689	01/26/15	*14* DR CARD KEY SYSTE	5,985.00		602016028		D	N				MTCE. OF STRUCTU	101.42412.0225
HERITAGE BANK			000001											
	41619	01/07/15	2013 HOSP REV BOND-P	600.00		010515		D	N				BONDS	350.47402.0660
HILLYARD FLOOR CARE SUPP			000333											
	41690	01/26/15	*14* CLEANING SUPPLIES	181.14		601423597		D	N				CLEANING AND WAS	101.41408.0228
	41690	01/26/15	*14* CLEANING SUPPLIES	65.72		601423597		D	N				CLEANING AND WAS	101.45427.0228
	41690	01/26/15	*14* CLEANING TOOL	33.00		601429670		D	N				SMALL TOOLS	101.45435.0221
	41690	01/26/15	*14* PART FOR CLNG MACH.	12.80		601440124		D	N				MTCE. OF EQUIPME	101.45433.0224
	41690	01/26/15	*14* CLNG MACHINE REPAIR	18.10		700164488		D	N				MTCE. OF EQUIPME	101.45427.0224
	41690	01/26/15	*14* CLNG MACHINE REPAIR	202.50		700164488		D	N				MTCE. OF EQUIPME	101.45427.0334
			VENDOR TOTAL	513.26		*CHECK TOTAL								
	41798	01/26/15	SWEEPER SMART VAC	2,051.00		601447070		D	N				SMALL TOOLS	101.45433.0221
	41798	01/26/15	TOILET TISSUE/SUPPLIES	193.61		601452542		D	N				GENERAL SUPPLIES	101.41408.0229
	41798	01/26/15	CLEANING SUPPLIES	92.00		601456396		D	N				CLEANING AND WAS	101.43425.0228
			VENDOR TOTAL	2,336.61		*CHECK TOTAL								
HOLME/MICHAEL			002511											
	41799	01/26/15	MSCIC CONFERENCE	37.82		681		D	N				TRAVEL-CONF.-SCH	101.42411.0333
HOME DEPOT CREDIT SERVIC			000058											
	41691	01/26/15	*14* VELCRO FOR SQUADS	30.96		123114		D	N				GENERAL SUPPLIES	101.42411.0229
	41691	01/26/15	*14* BLDG MTCE-PARTS	61.71		2571490		D	N				MTCE. OF STRUCTU	101.45433.0225
			VENDOR TOTAL	92.67		*CHECK TOTAL								
HYDRITE CHEMICAL CO			002837											
	41800	01/26/15	ANTIFOAM	924.00		01771513		D	N				GENERAL SUPPLIES	651.48484.0229



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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
KANDIYOHI CO RECORDER'S			000382											
	41698	01/26/15	*14* RECORDING FEES	46.00		624230		D	N				PROFESSIONAL SER	101.41401.0446
KDJS AM-FM			000388											
	41699	01/26/15	*14* ADVERTISING	100.00		9583-1		D	N				ADVERTISING	101.45433.0447
	41699	01/26/15	*14* ADVERTISING	160.00		9583-2		D	N				ADVERTISING	101.45433.0447
	41699	01/26/15	*14* ADVERTISING	520.00		9583-3		D	N				ADVERTISING	101.45433.0447
	41699	01/26/15	*14* ADVERTISING	12.50		9583-4		D	N				ADVERTISING	101.45433.0447
	41699	01/26/15	*14* ADVERTISING	20.00		9583-5		D	N				ADVERTISING	101.45433.0447
	41699	01/26/15	*14* ADVERTISING	65.00		9583-6		D	N				ADVERTISING	101.45433.0447
			VENDOR TOTAL	877.50		*CHECK TOTAL								
KEEPRS INC			001905											
	41700	01/26/15	*14* POL. EXPLORER EQU 3,	135.00		263003		D	N				SMALL TOOLS	101.42411.0221
KING'S ELECTRIC LLC			003138											
	41701	01/26/15	*14* REPL. BALLAST-PARTS	76.06		76		D	N				MTCE. OF STRUCTU	101.45435.0225
	41701	01/26/15	*14* REPL. BALLAST-LABOR	65.00		76		D	N				MTCE. OF STRUCTU	101.45435.0335
			VENDOR TOTAL	141.06		*CHECK TOTAL								
	41805	01/26/15	REPL. BREAKER-WORKSHOP	9.57		78		D	N				MTCE. OF STRUCTU	101.45435.0225
	41805	01/26/15	REPL. BREAKER-WORKSHOP	65.00		78		D	N				MTCE. OF STRUCTU	101.45435.0335
			VENDOR TOTAL	74.57		*CHECK TOTAL								
				215.63										
KIPLINGER			002501											
	41806	01/26/15	ANNUAL SUBSCRIPTION	16.50		0495013724		D	N				PREPAID EXPENSES	101.128000
	41806	01/26/15	ANNUAL SUBSCRIPTION	82.50		0495013724		D	N				SUBSCRIPTIONS AN	101.41405.0443
			VENDOR TOTAL	99.00		*CHECK TOTAL								
				99.00										
KRIS ENGINEERING INC			002498											
	41807	01/26/15	CUTTING EDGES	1,522.00		24750		D	N				MTCE. OF EQUIPME	101.43425.0224
LAKESIDE PRESS			001646											
	41702	01/26/15	*14* AD DEVELOPMENT	10.00		4392		D	N				OTHER CHARGES	208.45007.0449
	41702	01/26/15	*14* MOVIES IN PRK PSTRS	56.38		4392		D	N				OTHER CHARGES	208.45010.0449
	41702	01/26/15	*14* AD DEVELOPMENT	10.00		4516		D	N				OTHER CHARGES	208.45007.0449
	41702	01/26/15	*14* ENVELOPES	1,029.45		4663		D	N				PRINTING AND PUB	208.45005.0331
	41702	01/26/15	*14* AD DEVELOPMENT	20.00		4663		D	N				OTHER CHARGES	208.45007.0449
	41702	01/26/15	*14* AD DEVELOPMENT	10.00		4784		D	N				OTHER CHARGES	208.45007.0449
	41702	01/26/15	*14* MAP PADS	897.63		4815		D	N				PRINTING AND PUB	208.45005.0331
	41702	01/26/15	*14* SPORTS FACILITY GD	650.00		4823		D	N				ADVERTISING	208.45015.0447
			VENDOR TOTAL	2,683.46		*CHECK TOTAL								
				2,683.46										
LANGNER/LUKE			003070											
	41808	01/26/15	MNDOT MATERIALS/LAB TRNG	92.41		012315		D	N				TRAVEL-CONF.-SCH	101.43417.0333

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
LEGAL & ADMIN ASSISTANTS			000413											
	41703	01/26/15	*14* INTERPRETED 12/6/14	77.50		12258		D	N				PROFESSIONAL SER	101.42411.0446
LINCOLN FINANCIAL GROUP			002789											
	41621	01/07/15	LIFE INSURANCE-JANUARY	69.20		M282		D	N				COBRA INS PREMIU	101.120001
	41621	01/07/15	LIFE INSURANCE-JANUARY	55.80		M282		D	N				EMPLOYER INSUR.	101.41400.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	48.75		M282		D	N				EMPLOYER INSUR.	101.41402.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	16.25		M282		D	N				EMPLOYER INSUR.	101.41403.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	19.50		M282		D	N				EMPLOYER INSUR.	101.41404.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	29.25		M282		D	N				EMPLOYER INSUR.	101.41405.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	9.75		M282		D	N				EMPLOYER INSUR.	101.41408.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	39.00		M282		D	N				EMPLOYER INSUR.	101.41409.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	3.25		M282		D	N				EMPLOYER INSUR.	101.41424.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	1,435.25		M282		D	N				INS. PASS THROUG	101.41428.0819
	41621	01/07/15	LIFE INSURANCE-JANUARY	341.25		M282		D	N				EMPLOYER INSUR.	101.42411.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	29.25		M282		D	N				EMPLOYER INSUR.	101.42412.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	43.87		M282		D	N				EMPLOYER INSUR.	101.43417.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	196.96		M282		D	N				EMPLOYER INSUR.	101.43425.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	9.75		M282		D	N				EMPLOYER INSUR.	101.45432.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	39.00		M282		D	N				EMPLOYER INSUR.	101.45433.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	5.85		M282		D	N				EMPLOYER INSUR.	101.45435.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	4.87		M282		D	N				EMPLOYER INSUR.	101.45437.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	79.95		M282		D	N				EMPLOYER INSUR.	651.48484.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	9.75		M282		D	N				EMPLOYER INSUR.	651.48485.0114
	41621	01/07/15	LIFE INSURANCE-JANUARY	9.75		M282		D	N				EMPLOYER INSUR.	651.48486.0114
			VENDOR TOTAL	2,496.25		*CHECK TOTAL								
				2,496.25										
LIVINGOOD/ROSS			002380											
	41809	01/26/15	MSCIC CONFERENCE	37.82		745		D	N				TRAVEL-CONF.-SCH	101.42411.0333
LYNN PEAVEY CO			000423											
	41810	01/26/15	EVIDENCE SUPPLIES	63.50		297836		D	N				GENERAL SUPPLIES	101.42411.0229
MACQUEEN EQUIPMENT INC			000427											
	41811	01/26/15	#130012 REPAIR-PARTS	1,735.06		2150740		D	N				MTCE. OF EQUIPME	101.43425.0224
	41811	01/26/15	#130012-PIVOTS	167.02		2150758		D	N				MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	1,902.08		*CHECK TOTAL								
				1,902.08										
MADDEN, GALANTER, HANSEN			000429											
	41704	01/26/15	*14* LBR RELATIONS SERV	690.18		123114		D	N				PROFESSIONAL SER	101.41406.0446
MADISON NATIONAL LIFE			002249											
	41629	01/21/15	LTD PREMIUM-JANUARY	45.44		222		D	N				EMPLOYER INSUR.	101.41400.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	90.37		222		D	N				EMPLOYER INSUR.	101.41402.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	33.80		222		D	N				EMPLOYER INSUR.	101.41403.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	26.02		222		D	N				EMPLOYER INSUR.	101.41404.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	60.88		222		D	N				EMPLOYER INSUR.	101.41405.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	9.83		222		D	N				EMPLOYER INSUR.	101.41408.0114

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MADISON NATIONAL LIFE			002249											
	41629	01/21/15	LTD PREMIUM-JANUARY	49.72		222		D	N				EMPLOYER INSUR.	101.41409.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	2.97		222		D	N				EMPLOYER INSUR.	101.41424.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	589.88		222		D	N				EMPLOYER INSUR.	101.42411.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	43.93		222		D	N				EMPLOYER INSUR.	101.42412.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	76.77		222		D	N				EMPLOYER INSUR.	101.43417.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	268.48		222		D	N				EMPLOYER INSUR.	101.43425.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	10.85		222		D	N				EMPLOYER INSUR.	101.45432.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	27.97		222		D	N				EMPLOYER INSUR.	101.45433.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	4.44		222		D	N				EMPLOYER INSUR.	101.45435.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	6.81		222		D	N				EMPLOYER INSUR.	101.45437.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	115.64		222		D	N				EMPLOYER INSUR.	651.48484.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	13.62		222		D	N				EMPLOYER INSUR.	651.48485.0114
	41629	01/21/15	LTD PREMIUM-JANUARY	14.24		222		D	N				EMPLOYER INSUR.	651.48486.0114
			VENDOR TOTAL	1,491.66		*CHECK TOTAL								
MAGNUSON SHEET METAL INC			001121											
	41705	01/26/15	*14* REPL. WATER HEAT	15,500.00		125420		D	N				BUILDINGS AND ST	450.45433.0551
	41812	01/26/15	CHECKED FURNACE-LABOR	50.00		125476		D	N				MTCE. OF STRUCTU	101.45433.0335
			VENDOR TOTAL	15,550.00										
MATHESON TRI-GAS INC			002898											
	41706	01/26/15	*14* WLDG GLOVES/SUPPL.	91.35		10402152		D	N				GENERAL SUPPLIES	101.45433.0229
	41706	01/26/15	*14* WELDING GAS	63.43		10516141		D	N				GENERAL SUPPLIES	101.45433.0229
			VENDOR TOTAL	154.78		*CHECK TOTAL								
MAXIMUM SOLUTIONS INC			001201											
	41707	01/26/15	*14* SOFTWARE	750.00		16427		D	N				SMALL TOOLS	101.45433.0221
	41707	01/26/15	*14* NEW CLIENT TRNG	250.00		16427		D	N				TRAVEL-CONF.-SCH	101.45433.0333
	41707	01/26/15	*14* SOFTWARE SERV AGRMT	100.00		16427		D	N				MTCE. OF EQUIPME	101.45433.0334
			VENDOR TOTAL	1,100.00		*CHECK TOTAL								
MBPTA			001749											
	41813	01/26/15	2015 MEMBERSHIP DUES	50.00		010815		D	N				TRAVEL-CONF.-SCH	101.41402.0333
MENARDS			000449											
	41708	01/26/15	*14* VELCRO FOR SQUADS	13.57		65870		D	N				GENERAL SUPPLIES	101.42411.0229
	41708	01/26/15	*14* K-9 SUPPLIES	73.49		65901		D	N				GENERAL SUPPLIES	101.42411.0229
			VENDOR TOTAL	87.06		*CHECK TOTAL								
	41814	01/26/15	SUPPLIES	16.13		66409		D	N				GENERAL SUPPLIES	101.41408.0229
	41814	01/26/15	2 SPACE HEATERS	37.90		66475		D	N				SMALL TOOLS	651.48484.0221
	41814	01/26/15	BLDG MTCE-PARTS	12.98		66654		D	N				MTCE. OF STRUCTU	101.43425.0225
	41814	01/26/15	EAR MUFFS-GBT ROOM	7.29		66820		D	N				MTCE. OF STRUCTU	651.48484.0225
	41814	01/26/15	CAPS-PH SAMPLING STICKS	13.99		66820		D	N				GENERAL SUPPLIES	651.48486.0229

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MENARDS														
			000449											
	41814	01/26/15	CLEANING SUPPLIES	11.88		66872		D	N				CLEANING AND WAS	101.45433.0228
	41814	01/26/15	COAT HOOKS	70.95		66872		D	N				GENERAL SUPPLIES	101.45433.0229
	41814	01/26/15	SHELVES	27.99		66883		D	N				SMALL TOOLS	651.48484.0221
	41814	01/26/15	TIRES	32.98		66883		D	N				MTCE. OF EQUIPME	651.48484.0224
	41814	01/26/15	SMALL TOOLS	55.98		66884		D	N				SMALL TOOLS	651.48484.0221
	41814	01/26/15	TIRES	58.96		66884		D	N				MTCE. OF EQUIPME	651.48484.0224
	41814	01/26/15	K-9 SUPPLIES	76.37		67167		D	N				GENERAL SUPPLIES	101.42411.0229
			VENDOR TOTAL	423.40		*CHECK TOTAL								
				510.46										
METRO CHIEF FIRE OFFICER			002114											
	41815	01/26/15	2015 MEMBERSHIP DUES	100.00		2015		D	N				SUBSCRIPTIONS AN	101.42412.0443
MIDWEST MEETINGS			002685											
	41816	01/26/15	ADVERTISING	575.00		GB15132		D	N				OTHER CHARGES	208.45008.0449
MIDWEST VISION CENTER			002210											
	41709	01/26/15	*14* NELSON-SFTY GLASSES	250.00		1063422		D	N				SUBSISTENCE OF P	101.43425.0227
MIKE'S SMALL ENGINE CENT			002699											
	41710	01/26/15	*14* STIHL CHAIN SAW	1,097.96		107084		D	N				SMALL TOOLS	101.43425.0221
	41710	01/26/15	*14* STIHL CHAIN SAW	872.96		107085		D	N				SMALL TOOLS	101.43425.0221
	41710	01/26/15	*14* CHAIN SAW AIR FLTRS	83.85		108058		D	N				MTCE. OF EQUIPME	101.43425.0224
	41710	01/26/15	*14* #022446-EXH. FAN	54.00		506		D	N				MTCE. OF EQUIPME	101.42412.0334
	41710	01/26/15	*14* CHAIN SAW REPAIR	20.90		507		D	N				MTCE. OF EQUIPME	101.43425.0224
	41710	01/26/15	*14* CHAIN SAW REPAIR	48.75		507		D	N				MTCE. OF EQUIPME	101.43425.0334
	41710	01/26/15	*14* OIL FOR CHAIN SAWS	59.80		530		D	N				MOTOR FUELS AND	101.43425.0222
	41710	01/26/15	*14* CHAIN SAW CHAIN	551.90		549		D	N				MTCE. OF EQUIPME	101.43425.0224
	41710	01/26/15	*14* CHAIN SAW PARTS	6.00		551		D	N				MTCE. OF EQUIPME	101.43425.0224
	41710	01/26/15	*14* SAFETY CHAPS	101.95		563		D	N				SUBSISTENCE OF P	101.43425.0227
	41710	01/26/15	*14* CHAIN SAW PARTS	81.95		572		D	N				MTCE. OF EQUIPME	101.43425.0224
	41710	01/26/15	*14* SAFETY CHAPS	101.95		572		D	N				SUBSISTENCE OF P	101.43425.0227
	41710	01/26/15	*14* BAR OIL	67.96		584		D	N				MOTOR FUELS AND	101.43425.0222
	41710	01/26/15	*14* CHAIN SAW PARTS	4.00		584		D	N				MTCE. OF EQUIPME	101.43425.0224
	41710	01/26/15	*14* GRINDING WHEEL	48.95		593		D	N				SMALL TOOLS	101.43425.0221
	41710	01/26/15	*14* CHAIN SAW CHAIN	35.00		593		D	N				MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	3,237.88		*CHECK TOTAL								
				3,237.88										
MILLER SANITATION			002936											
	41817	01/26/15	GARBAGE SERVICE-JANUARY	187.80		1298/1-15		D	N				CLEANING AND WAS	101.45433.0338
	41817	01/26/15	GARBAGE SERVICE-JANUARY	52.70		1300/1-15		D	N				CLEANING AND WAS	101.42412.0338
	41817	01/26/15	GARBAGE SERVICE-JANUARY	64.74		1301/1-15		D	N				CLEANING AND WAS	101.41408.0338
	41817	01/26/15	GARBAGE SERVICE-JANUARY	64.74		1301/1-15		D	N				CLEANING AND WAS	101.45427.0338
	41817	01/26/15	GARBAGE SERVICE-JANUARY	9.86		1301/1-15		D	N				CLEANING AND WAS	101.45427.0338
	41817	01/26/15	GARBAGE SERVICE-JANUARY	251.31		1302/1-15		D	N				CLEANING AND WAS	101.43425.0338
	41817	01/26/15	GARBAGE SERVICE-JANUARY	24.34		1303/1-15		D	N				CLEANING AND WAS	651.48484.0338

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MILLER SANITATION			002936											
	41817	01/26/15	GARBAGE SERVICE-JANUARY	48.67		1304/1-15		D	N				CLEANING AND WAS	651.48484.0338
	41817	01/26/15	GARBAGE SERVICE-JANUARY	161.04		1304/1-15		D	N				CLEANING AND WAS	651.48484.0338
	41817	01/26/15	GARBAGE SERVICE-JANUARY	49.67		1305/1-15		D	N				CLEANING AND WAS	101.45435.0338
	41817	01/26/15	GARBAGE SERVICE-JANUARY	46.15		1306/1-15		D	N				CLEANING AND WAS	101.43425.0338
	41817	01/26/15	GARBAGE SERVICE-JANUARY	58.64		1378/1-15		D	N				CLEANING AND WAS	101.43425.0338
			VENDOR TOTAL	1,019.66										
				1,019.66										
MINI BIFF LLC			001805											
	41711	01/26/15	*14* TOILET RENTALS	76.50		A-68696		D	N				RENTS	101.43425.0440
	41711	01/26/15	*14* TOILET RENTALS	76.50		A-68698		D	N				RENTS	101.43425.0440
			VENDOR TOTAL	153.00										
				153.00										
MN DEPT OF LABOR & INDUS			000522											
	41712	01/26/15	*14* 4TH QTR SURCHARGE	2,498.33		010915		D	N				OTHER CHARGES	101.41402.0449
MN DEPT OF PUBLIC SAFETY			000490											
	41818	01/26/15	HAZ. CHEMICAL FEE	25.00		3417500602014		D	N				LICENSES AND TAX	101.43425.0445
MN DEPT OF REVENUE			000492											
	208	01/16/15	*14* SALES TAX-DECEMBE	1,679.00		STMT/12-14		M	N				SALES TAX PAYABL	101.206000
	208	01/16/15	*14* USE TAX-DECEMBER	235.55		STMT/12-14		M	N				SALES TAX PAYABL	101.206000
	208	01/16/15	*14* USE TAX-DECEMBER	1.00CR		STMT/12-14		M	N				GENERAL SUPPLIES	101.42411.0229
	208	01/16/15	*14* DIESEL FUEL TAX-DEC	315.60		STMT/12-14		M	N				MOTOR FUELS AND	101.43425.0222
	208	01/16/15	*14* USE TAX-DECEMBER	112.65		STMT/12-14		M	N				MOTOR FUELS AND	101.43425.0222
	208	01/16/15	*14* USE TAX-DECEMBER	0.80		STMT/12-14		M	N				MOTOR FUELS AND	101.45433.0222
	208	01/16/15	*14* DIESEL FUEL TAX-DEC	36.09		STMT/12-14		M	N				MOTOR FUELS AND	651.48485.0222
			VENDOR TOTAL	2,378.69										
				2,378.69										
MN DEPT OF TRANSPORTATIO			000497											
	41713	01/26/15	*14* MAT'L SAMPLE TESTS	12.89		P00003927		D	N				OTHER SERVICES	413.48452.0339
	41713	01/26/15	*14* MAT'L SAMPLE TESTS	339.57		P00003927		D	N				OTHER SERVICES	414.48451.0339
	41713	01/26/15	*14* MAT'L SAMPLE TESTS	185.21		P00003927		D	N				OTHER SERVICES	414.48454.0339
			VENDOR TOTAL	537.67										
				537.67										
MN DNR WATERS			001341											
	41819	01/26/15	WATER USE FEE	140.00		1997-4063		D	N				LICENSES AND TAX	651.48486.0445
MN HWY SAFETY & RESEARCH			000352											
	41820	01/26/15	EVOC TRNG REGISTRATION	396.00		629430-4194		D	N				TRAVEL-CONF.-SCH	101.42411.0333
MN PETROLEUM SERVICE			002167											
	41714	01/26/15	*14* SURGE PROTECTOR	1,045.00		107055		D	N				MTCE. OF OTHER I	101.43425.0226



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MVTL LABORATORIES INC			000544											
	41826	01/26/15	WASTEWATER TESTING	45.00		737168		D	N				PROFESSIONAL SER	651.48484.0446
	41826	01/26/15	WASTEWATER TESTING	45.00		738130		D	N				PROFESSIONAL SER	651.48484.0446
	41826	01/26/15	WASTEWATER TESTING	88.00		738860		D	N				PROFESSIONAL SER	651.48484.0446
			VENDOR TOTAL	178.00										
				662.75										
MWOA			001466											
	41827	01/26/15	CHECK VOID	60.00CR		011415		M	N				TRAVEL-CONF.-SCH	651.48484.0333
	41827	01/26/15	THOMPSON-SEMINAR REGIS.	60.00		011415		D	N				TRAVEL-CONF.-SCH	651.48484.0333
			VENDOR TOTAL	0.00										
				0.00										
NDSU EXTENSION PESTICIDE			003144											
	41828	01/26/15	TINKLENBERG-SEMINAR REG.	120.00		011415		D	N				LICENSES AND TAX	101.43425.0445
	41860	01/27/15	PESTICIDE RECERTIF.	45.00		012715		D	N				LICENSES AND TAX	101.43425.0445
			VENDOR TOTAL	165.00										
NELSON AUTO CENTER			002398											
	41718	01/26/15	*14* LATE FEE	69.59		FE331S		D	N				OTHER CHARGES	101.43425.0449
NEXTEL COMMUNICATION			000578											
	41719	01/26/15	*14* CELL PHONE USAGE	1,862.83		317498885-080		D	N				COMMUNICATIONS	101.41409.0330
NIELSEN'S PLUMBING			001619											
	41829	01/26/15	OPENED SINK DRAIN	200.00		8987		D	N				MTCE. OF STRUCTU	101.45435.0225
	41829	01/26/15	OPENED SINK DRAIN	85.00		8987		D	N				MTCE. OF STRUCTU	101.45435.0335
			VENDOR TOTAL	285.00										
				285.00										
NORTHERN BUSINESS PRODUC			002322											
	41720	01/26/15	*14* OFFICE SUPPLIES	45.85		779828-0		D	N				OFFICE SUPPLIES	741.48001.0220
	41720	01/26/15	*14* OFFICE SUPPLIES	4.10		780067-0		D	N				OFFICE SUPPLIES	741.48001.0220
			VENDOR TOTAL	49.95										
				49.95										
NORTHERN STATES SUPPLY			000585											
	41721	01/26/15	*14* L.S. PARTS	10.44		10-523683		D	N				MTCE. OF EQUIPME	651.48485.0224
	41721	01/26/15	*14* BENCH SANDER	489.99		910698		D	N				SMALL TOOLS	101.45435.0221
	41721	01/26/15	*14* 17" DRILL PRESS	609.99		910698		D	N				SMALL TOOLS	101.45435.0221
	41721	01/26/15	*14* WILTON VISE	418.00		910698		D	N				SMALL TOOLS	101.45435.0221
			VENDOR TOTAL	1,528.42										
				1,528.42										
OFFICE SERVICES			000589											
	41722	01/26/15	*14* OFFICE SUP.-NOV/DEC	19.28		STMT/12-14		D	N				OFFICE SUPPLIES	101.41400.0220
	41722	01/26/15	*14* OFFICE SUP.-NOV/DEC	11.61		STMT/12-14		D	N				OFFICE SUPPLIES	101.41401.0220
	41722	01/26/15	*14* PHOTO COPIES	95.70		STMT/12-14		D	N				OFFICE SUPPLIES	101.41401.0220
	41722	01/26/15	*14* PHOTO COPIES	282.72		STMT/12-14		D	N				OFFICE SUPPLIES	101.41401.0220







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SERVICE CENTER/CITY OF W			000685											
	41836	01/26/15	EQUIPMENT REPAIR-PARTS	1.07		STMT/1-15		D	N				MTCE. OF EQUIPME	101.41408.0224
	41836	01/26/15	EQUIPMENT REPAIR-PARTS	447.25		STMT/1-15		D	N				MTCE. OF EQUIPME	101.42411.0224
	41836	01/26/15	EQUIPMENT REPAIR-PARTS	15.90		STMT/1-15		D	N				MTCE. OF EQUIPME	101.42412.0224
	41836	01/26/15	EQUIPMENT REPAIR-OIL	148.70		STMT/1-15		D	N				MOTOR FUELS AND	101.43425.0222
	41836	01/26/15	EQUIPMENT REPAIR-PARTS	276.08		STMT/1-15		D	N				MTCE. OF EQUIPME	101.43425.0224
	41836	01/26/15	EQUIPMENT REPAIR-OIL	14.56		STMT/1-15		D	N				MOTOR FUELS AND	101.42411.0222
	41836	01/26/15	EQUIPMENT REPAIR-PARTS	305.55		STMT/1-15		D	N				MTCE. OF EQUIPME	101.42411.0224
	41836	01/26/15	EQUIPMENT REPAIR-OIL	234.53		STMT/1-15		D	N				MOTOR FUELS AND	101.43425.0222
	41836	01/26/15	EQUIPMENT REPAIR-PARTS	159.31		STMT/1-15		D	N				MTCE. OF EQUIPME	101.43425.0224
			VENDOR TOTAL	1,602.95		*CHECK TOTAL								
				24,396.88										
SHARROW LIFTING PRODUCTS			002661											
	41735	01/26/15	*14* SHOP HOIST INSP.	672.00		83704		D	N				MTCE. OF STRUCTU	101.43425.0335
SHERWIN WILLIAMS CO			000690											
	41736	01/26/15	*14* PAINT FOR BLDG	56.24		7097-2		D	N				MTCE. OF STRUCTU	101.45427.0225
	41736	01/26/15	*14* PAINT-PICNIC TABLES	279.54		7684-7		D	N				MTCE. OF EQUIPME	101.43425.0224
	41736	01/26/15	*14* PAINTING SUPPLIES	19.90		7684-7		D	N				GENERAL SUPPLIES	101.43425.0229
	41736	01/26/15	*14* PAINT FOR BLDG	75.44		7821-5		D	N				MTCE. OF STRUCTU	101.45427.0225
			VENDOR TOTAL	431.12		*CHECK TOTAL								
				431.12										
SHORT ELLIOT HENDRICKSON			001987											
	41737	01/26/15	*14* HWY 12 CORRIDOR	12,929.73		288626		D	N				OTHER IMPROVEMEN	450.43425.0554
	41737	01/26/15	*14* HWY 12 CORRIDOR	11,340.45		290259		D	N				OTHER IMPROVEMEN	450.43425.0554
	41737	01/26/15	*14* HWY 12 CORRIDOR	2,883.64		291136		D	N				OTHER IMPROVEMEN	450.43425.0554
			VENDOR TOTAL	27,153.82		*CHECK TOTAL								
				27,153.82										
SIBLEY STATE PARK IMPROV			003145											
	41837	01/26/15	2015 MEMBERSHIP DUES	50.00		011315		D	N				SUBSCRIPTIONS AN	208.45005.0443
SIMON/CHRIS			003098											
	41738	01/26/15	*14* MILEAGE 7/21-10/22	224.56		010915		D	N				TRAVEL-CONF.-SCH	101.41408.0333
	41738	01/26/15	*14* MILEAGE 10/24-12/29	95.76		010915		D	N				TRAVEL-CONF.-SCH	101.41408.0333
			VENDOR TOTAL	320.32		*CHECK TOTAL								
				320.32										
SMEBY/ROSS			002570											
	41739	01/26/15	*14* MILEAGE 12/1-12/31	171.36		010915		D	N				TRAVEL-CONF.-SCH	101.41409.0333
SOS TECHNOLOGIES			003032											
	41838	01/26/15	DEFIBRILLATOR PADS	110.90		86967		D	N				GENERAL SUPPLIES	101.43425.0229
	41838	01/26/15	DEFIBRILLATOR PADS	55.45		86967		D	N				GENERAL SUPPLIES	101.45427.0229
	41838	01/26/15	DEFIBRILLATOR PADS	55.45		86967		D	N				GENERAL SUPPLIES	101.45433.0229
	41838	01/26/15	DEFIBRILLATOR PADS	55.45		86967		D	N				GENERAL SUPPLIES	101.45437.0229
	41838	01/26/15	DEFIBRILLATOR PADS	55.45		86967		D	N				GENERAL SUPPLIES	230.43430.0229
	41838	01/26/15	DEFIBRILLATOR PADS	55.45		86967		D	N				GENERAL SUPPLIES	651.48484.0229

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SOS TECHNOLOGIES			003032											
			VENDOR TOTAL	388.15										
				388.15										
SOUTH 71 VETERINARY CLIN			000699											
41740	01/26/15	*14*	K-9 WELLNESS EXAM	436.63		2123955		D	N				PROFESSIONAL SER	101.42411.0446
SOUTHWEST MN CHAPTER OF			001282											
41839	01/26/15		ROSEMEIER-MBRSHIP DUES	60.00		010915		D	N				SUBSCRIPTIONS AN	101.41402.0443
41839	01/26/15		KARDELL-MEMBERSHIP DUES	100.00		010915		D	N				SUBSCRIPTIONS AN	101.41402.0443
			VENDOR TOTAL	160.00										
				160.00										
SRF CONSULTING GROUP INC			003049											
41741	01/26/15	*14*	PRK/REC MASTER PL	6,605.39		08539.00-6		D	N				PROFESSIONAL SER	101.45432.0446
ST CLOUD FIRE EQUIPMENT			003021											
41840	01/26/15		ALARM MONITORING FEE	105.00		117617		D	N				MTCE. OF STRUCTU	101.41408.0335
STARK PRESERVATION PLNG			003105											
41841	01/26/15		HISTORIC RESOURCE MITI	3,240.80		323		D	N				PROFESSIONAL SER	205.43451.0446
STATEWIDE DISTRIBUTING I			000718											
41842	01/26/15		TOILET TISSUE	59.80		099161		D	N				GENERAL SUPPLIES	230.43430.0229
41842	01/26/15		CONCESSION SUPPLIES	92.00		099200		D	N				GENERAL SUPPLIES	101.45433.0229
			VENDOR TOTAL	151.80										
				151.80										
STERLING WATER-MINNESOTA			000188											
41742	01/26/15	*14*	SOFTENER RENTAL	31.75		112508-9/12-14		D	N				RENTS	101.45435.0440
41843	01/26/15		WATER COOLER RENTAL	275.30		86488-6/12-14		D	N				RENTS	101.42411.0440
			VENDOR TOTAL	307.05										
STREI/SHANNON			.01146											
41743	01/26/15	*14*	REIMB. FOR JACKET	54.00		1874		D	N				SUBSISTENCE OF P	101.41405.0227
41844	01/26/15		FISCHER-WLCM COFFEE SUPP	4.36		10215		D	N				SUBSISTENCE OF P	101.41405.0227
			VENDOR TOTAL	58.36										
SW - WEST CNTRL SERVICES			000892											
41622	01/07/15		HEALTH INSURANCE-JANUA	2,160.00		C281		D	N				COBRA INS PREMIU	101.120001
41622	01/07/15		HEALTH INSURANCE-JANUA	3,849.00		C281		D	N				EMPLOYER INSUR.	101.41400.0114
41622	01/07/15		HEALTH INSURANCE-JANUA	7,242.76		C281		D	N				EMPLOYER INSUR.	101.41402.0114
41622	01/07/15		HEALTH INSURANCE-JANUA	2,974.71		C281		D	N				EMPLOYER INSUR.	101.41403.0114
41622	01/07/15		HEALTH INSURANCE-JANUA	3,988.76		C281		D	N				EMPLOYER INSUR.	101.41404.0114
41622	01/07/15		HEALTH INSURANCE-JANUA	5,249.26		C281		D	N				EMPLOYER INSUR.	101.41405.0114
41622	01/07/15		HEALTH INSURANCE-JANUA	1,332.00		C281		D	N				EMPLOYER INSUR.	101.41408.0114
41622	01/07/15		HEALTH INSURANCE-JANUA	5,241.26		C281		D	N				EMPLOYER INSUR.	101.41409.0114
41622	01/07/15		HEALTH INSURANCE-JANUARY	350.05		C281		D	N				EMPLOYER INSUR.	101.41424.0114

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SW - WEST CNTRL SERVICES			000892											
	41622	01/07/15	HEALTH INSURANCE-JANUA	4,910.50		C281		D	N				RETIRED EMPLOYEE	101.41428.0818
	41622	01/07/15	HEALTH INSURANCE-JANU	23,984.48		C281		D	N				INS. PASS THROUG	101.41428.0819
	41622	01/07/15	HEALTH INSURANCE-JANU	43,988.76		C281		D	N				EMPLOYER INSUR.	101.42411.0114
	41622	01/07/15	HEALTH INSURANCE-JANUA	2,509.00		C281		D	N				EMPLOYER INSUR.	101.42412.0114
	41622	01/07/15	HEALTH INSURANCE-JANUA	7,247.26		C281		D	N				EMPLOYER INSUR.	101.43417.0114
	41622	01/07/15	HEALTH INSURANCE-JANU	22,084.03		C281		D	N				EMPLOYER INSUR.	101.43425.0114
	41622	01/07/15	HEALTH INSURANCE-JANUARY	728.50		C281		D	N				EMPLOYER INSUR.	101.45432.0114
	41622	01/07/15	HEALTH INSURANCE-JANUA	4,036.76		C281		D	N				EMPLOYER INSUR.	101.45433.0114
	41622	01/07/15	HEALTH INSURANCE-JANUARY	776.40		C281		D	N				EMPLOYER INSUR.	101.45435.0114
	41622	01/07/15	HEALTH INSURANCE-JANUARY	844.13		C281		D	N				EMPLOYER INSUR.	101.45437.0114
	41622	01/07/15	HEALTH INSURANCE-JANU	11,014.86		C281		D	N				EMPLOYER INSUR.	651.48484.0114
	41622	01/07/15	HEALTH INSURANCE-JANUA	1,400.26		C281		D	N				EMPLOYER INSUR.	651.48485.0114
	41622	01/07/15	HEALTH INSURANCE-JANUA	1,400.26		C281		D	N				EMPLOYER INSUR.	651.48486.0114
				157,313.00										
			VENDOR TOTAL	157,313.00										
														*CHECK TOTAL
TAHER INC			000623											
	41845	01/26/15	FISCHER-WELCOME COFFEE	58.75			4007	D	N				SUBSISTENCE OF P	101.41405.0227
THOMPSON/COLLEEN			000948											
	41744	01/26/15	*14* MILEAGE 10/20-12/31	204.40			010915	D	N				TRAVEL-CONF.-SCH	651.48484.0333
TNC INDUSTRIES INC			003030											
	41745	01/26/15	*14* TAILPIPE ADAPTOR	512.00			32549	D	N				MACHINERY AND AU	450.42412.0553
TORKELSON'S LOCK SERVICE			002583											
	41746	01/26/15	*14* INST. LOCKS-PARTS	5,286.50			5653322	D	N				MTCE. OF STRUCTU	101.42412.0225
	41746	01/26/15	*14* INST. LOCKS-LABOR	400.00			5653322	D	N				MTCE. OF STRUCTU	101.42412.0335
				5,686.50										*CHECK TOTAL
			VENDOR TOTAL	5,686.50										
TOWMASTER			002674											
	41846	01/26/15	TOOL BOXES/CAB PROTECT	2,682.00			365289	D	N				MACHINERY AND AU	450.43425.0553
	41846	01/26/15	TOMMY LIFT GATE	2,560.00			365289	D	N				MACHINERY AND AU	450.43425.0553
				5,242.00										*CHECK TOTAL
			VENDOR TOTAL	5,242.00										
TRAVEL GUIDES FREE			002717											
	41747	01/26/15	*14* TRAVEL GUIDE AD	122.98			19935	D	N				OTHER CHARGES	208.45010.0449
ULINE			002687											
	41847	01/26/15	EVIDENCE SUPPLIES	108.62			64268608	D	N				GENERAL SUPPLIES	101.42411.0229
ULTIMATE SAFETY CONCEPTS			000165											
	41748	01/26/15	*14* GAS MONITOR ACCESS.	284.17			158956	D	N				SMALL TOOLS	101.42412.0221
UNIQUE EMBROIDERY			002540											
	41749	01/26/15	*14* JKTS/EMBROIDERY	189.75			7518	D	N				SUBSISTENCE OF P	651.48484.0227

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
US BANK EQUIPMENT FINANC			003143											
	41750	01/26/15	*14* COPIER LEASE AGRMT	158.11		267460442		D	N				RENTS	101.41405.0440
	41848	01/26/15	COPIER LEASE AGRMT	131.75		269056370		D	N				RENTS	101.41405.0440
			VENDOR TOTAL	289.86										
VANDER HAGEN/DUSTIN			002316											
	41849	01/26/15	MSCIC CONFERENCE	30.54		658		D	N				TRAVEL-CONF.-SCH	101.42411.0333
WAL-MART COMMUNITY			000789											
	41751	01/26/15	*14* COFFEE	51.75				D	N				GENERAL SUPPLIES	101.41408.0229
	41751	01/26/15	*14* SUPPLIES	17.50		121514		D	N				GENERAL SUPPLIES	101.42411.0229
	41751	01/26/15	*14* BATTERIES/SUPPLIES	95.42		121714		D	N				GENERAL SUPPLIES	651.48484.0229
	41751	01/26/15	*14* COFFEE	28.57		123014		D	N				GENERAL SUPPLIES	651.48484.0229
			VENDOR TOTAL	193.24										
	41850	01/26/15	BATTERIES	23.88		010215		D	N				GENERAL SUPPLIES	651.48484.0229
	41850	01/26/15	NAME TAGS	1.80		010615		D	N				GENERAL SUPPLIES	101.42411.0229
			VENDOR TOTAL	25.68										
				218.92										
WALLACE/TIMOTHY			002971											
	41851	01/26/15	REID TRAINING	36.33		660		D	N				TRAVEL-CONF.-SCH	101.42411.0333
WARNING LITES OF MINNESO			003148											
	41852	01/26/15	SEMINAR REGISTRATION	34.95		012315		D	N				TRAVEL-CONF.-SCH	101.43425.0333
	41852	01/26/15	SEMINAR REGISTRATION	34.95		012315		D	N				TRAVEL-CONF.-SCH	101.43425.0333
			VENDOR TOTAL	69.90										
				69.90										
WEST CENTRAL COMMUNICATI			000796											
	41853	01/26/15	RADIO REPAIR-PARTS	2.00		079009S		D	N				MTCE. OF EQUIPME	101.43425.0224
	41853	01/26/15	RADIO REPAIR-LABOR	52.50		079009S		D	N				MTCE. OF EQUIPME	101.43425.0334
	41853	01/26/15	RADIO REPAIR-LABOR	45.00		079010S		D	N				MTCE. OF EQUIPME	101.43425.0334
	41853	01/26/15	RADIO REPAIR-PARTS	2.00		079011S		D	N				MTCE. OF EQUIPME	101.43425.0224
	41853	01/26/15	RADIO REPAIR-LABOR	52.50		079011S		D	N				MTCE. OF EQUIPME	101.43425.0334
	41853	01/26/15	RADIO REPAIR-PARTS	2.00		079012S		D	N				MTCE. OF EQUIPME	101.43425.0224
	41853	01/26/15	RADIO REPAIR-LABOR	52.50		079012S		D	N				MTCE. OF EQUIPME	101.43425.0334
			VENDOR TOTAL	208.50										
				208.50										
WEST CENTRAL SANITATION			000805											
	41854	01/26/15	GARBAGE SERVICE JAN-DEC	195.18		2664300/1-15		D	N				CLEANING AND WAS	101.41409.0338
	41854	01/26/15	GARBAGE SERVICE-JANUARY	27.00		6806100/1-15		D	N				CLEANING AND WAS	230.43430.0338
			VENDOR TOTAL	222.18										
				222.18										
WEST CENTRAL TRIBUNE			000807											
	41855	01/26/15	DOG/CAT LICENSE NOTICES	80.34		CL03067124		D	N				PRINTING AND PUB	101.41403.0331

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
WEST CENTRAL TRIBUNE			000807											
	41855	01/26/15	DOG/CAT LICENSE NOTICES	55.62		CL03067125		D	N				PRINTING AND PUB	101.41403.0331
	41855	01/26/15	REQ. TO SUBDIVIDE PRPTY	49.44		CL03067746		D	N				PRINTING AND PUB	101.41402.0331
	41855	01/26/15	NOTICE PUBLISHED	21.63		CL03067877		D	N				PRINTING AND PUB	101.41401.0331
	41855	01/26/15	ANNUAL SUBSCRIPTION	14.92		177816951/15		D	N				PREPAID EXPENSES	208.128000
	41855	01/26/15	ANNUAL SUBSCRIPTION	164.06		177816951/15		D	N				SUBSCRIPTIONS AN	208.45005.0443
	41855	01/26/15	ANNUAL SUBSCRIPTION	14.86		177823865/15		D	N				PREPAID EXPENSES	101.128000
	41855	01/26/15	ANNUAL SUBSCRIPTION	164.12		177823865/15		D	N				SUBSCRIPTIONS AN	101.42412.0443
	41855	01/26/15	ANNUAL SUBSCRIPTION	14.92		177823911/15		D	N				PREPAID EXPENSES	101.128000
	41855	01/26/15	ANNUAL SUBSCRIPTION	164.06		177823911/15		D	N				SUBSCRIPTIONS AN	101.42411.0443
			VENDOR TOTAL	743.97										
				743.97									*CHECK TOTAL	
WEST CENTRAL TROPHIES			000808											
	41752	01/26/15	*14* NAMEPLATES	283.00		18935		D	N				GENERAL SUPPLIES	101.41401.0229
	41752	01/26/15	*14* DEBLIECK-PLAQUE	36.00		18955		D	N				GENERAL SUPPLIES	101.41401.0229
			VENDOR TOTAL	319.00										
				319.00									*CHECK TOTAL	
WILD HARE FLORAL & GRDN			.02226											
	41753	01/26/15	*14* FLWRS-CASPER'S FNRL	40.00		17241		D	N				GENERAL SUPPLIES	101.41404.0229
WILLMAR CHAMBER OF COMME			000812											
	41754	01/26/15	*14* OFFICE SUPPLIES	22.56		CC STMT/12-14		D	N				OFFICE SUPPLIES	208.45005.0220
	41754	01/26/15	*14* OFFICE SUPPLIES	45.65		CC STMT/12-14		D	N				OFFICE SUPPLIES	208.45005.0220
	41754	01/26/15	*14* POSTAGE STAMPS	9.80		CC STMT/12-14		D	N				POSTAGE	208.45005.0223
	41754	01/26/15	*14* STAFF MTG-MEALS	16.51		CC STMT/12-14		D	N				TRAVEL-CONF.-SCH	208.45005.0333
	41754	01/26/15	*14* WNTR FEST MTG-MEALS	9.14		CC STMT/12-14		D	N				TRAVEL-CONF.-SCH	208.45005.0333
	41754	01/26/15	*14* DIRECTOR SALARY	8,875.16		STMT/12-14		D	N				SALARIES-REG. EM	208.45005.0110
	41754	01/26/15	*14* ASSISTANT SALARY	2,300.00		STMT/12-14		D	N				SALARIES-REG. EM	208.45005.0110
	41754	01/26/15	*14* FICA & INSURANCE	1,781.09		STMT/12-14		D	N				EMPLOYER PENSION	208.45005.0113
	41754	01/26/15	*14* IRA CONTRIBUTION	335.26		STMT/12-14		D	N				EMPLOYER PENSION	208.45005.0113
	41754	01/26/15	*14* STATE UNEMPL. TAX	6.60		STMT/12-14		D	N				EMPLOYER PENSION	208.45005.0113
	41754	01/26/15	*14* MN WORKFORCE FEE	6.60		STMT/12-14		D	N				EMPLOYER PENSION	208.45005.0113
	41754	01/26/15	*14* PHOTO COPIES-DEC	28.80		STMT/12-14		D	N				OFFICE SUPPLIES	208.45005.0220
	41754	01/26/15	*14* PAYROLL/FLEX FEE	39.80		STMT/12-14		D	N				OTHER SERVICES	208.45005.0339
	41754	01/26/15	*14* OFFICE RENT-DEC	626.61		STMT/12-14		D	N				RENTS	208.45005.0440
			VENDOR TOTAL	14,103.58										
				14,103.58									*CHECK TOTAL	
	41856	01/26/15	EMT GRAPHICAL ADS	1,500.00		CC STMT/12-14		D	N				ADVERTISING	208.45006.0447
	41856	01/26/15	BROCHURE DISTRIBUTION	525.00		CC STMT/12-14		D	N				OTHER CHARGES	208.45010.0449
	41856	01/26/15	EMT GRAPHICAL ADS	1,500.00		CC STMT/12-14		D	N				OTHER CHARGES	208.45010.0449
			VENDOR TOTAL	3,525.00										
				3,525.00									*CHECK TOTAL	
WILLMAR ELECTRIC SERVICE			000816											
	41755	01/26/15	*14* MOVED SECURITY SYS.	601.33		27013		D	N				BUILDINGS AND ST	450.45433.0551

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WILLMAR LAKES ROTARY			001557							
	41857	01/26/15	QUARTERLY MEALS	132.00		1297		D N	SUBSISTENCE OF P	101.45432.0227
	41857	01/26/15	QUARTERLY DUES	35.94		1297		D N	SUBSCRIPTIONS AN	101.45432.0443
			VENDOR TOTAL	167.94	*CHECK	TOTAL				
WILLMAR WATER & SPAS			000831							
	41756	01/26/15	*14* LAB WATER	12.50		E25286		D N	GENERAL SUPPLIES	651.48484.0229
	41756	01/26/15	*14* DRINKING WATER	18.75		E25311		D N	SUBSISTENCE OF P	651.48484.0227
	41756	01/26/15	*14* DRINKING WATER	7.00		E25623		D N	SUBSISTENCE OF P	101.41408.0227
	41756	01/26/15	*14* DRINKING WATER	7.00		E26262		D N	SUBSISTENCE OF P	101.41408.0227
	41756	01/26/15	*14* LAB WATER	38.50		E26267		D N	GENERAL SUPPLIES	651.48484.0229
	41756	01/26/15	*14* SOFTENER SALT	112.00		E26303		D N	GENERAL SUPPLIES	101.45433.0229
	41756	01/26/15	*14* DRINKING WATER	12.50		E26381		D N	SUBSISTENCE OF P	651.48484.0227
	41756	01/26/15	*14* DRINKING WATER	12.50		E266009		D N	SUBSISTENCE OF P	651.48484.0227
			VENDOR TOTAL	220.75	*CHECK	TOTAL				
WINDSTREAM			002100							
	41757	01/26/15	*14* MONTHLY SERV-DEC	672.77		STMT/12-14		D N	COMMUNICATIONS	101.41409.0330
	41757	01/26/15	*14* MONTHLY SERV-DEC	57.29		STMT/12-14		D N	COMMUNICATIONS	101.41409.0330
			VENDOR TOTAL	730.06	*CHECK	TOTAL				
XEROX BUSINESS SERVICES			000131							
	41758	01/26/15	*14* PYRL YR END SEMINAR	85.00		1106686		D N	TRAVEL-CONF. -SCH	101.41405.0333
5 STAR WALT'S LLC			000790							
	41858	01/26/15	PREPAID CAR WASHES	184.00		W12115		D N	MTCE. OF EQUIPME	101.42412.0334
	41858	01/26/15	PREPAID CAR WASHES	3,271.04		2015POLICEWASH		D N	MTCE. OF EQUIPME	101.42411.0334
			VENDOR TOTAL	3,455.04	*CHECK	TOTAL				

ACS FINANCIAL SYSTEM  
01/29/2015 08:30:59

Vendor Payments History Report  
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR  
GL540R-V07.27 PAGE 30

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
REPORT TOTALS:				1,639,970.32										

RECORDS PRINTED - 000725

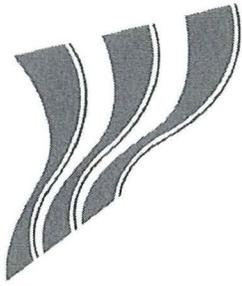
Vendor Payments History Report

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	435,972.73
205	INDUSTRIAL DEVELOPMENT	3,240.80
208	CONVENTION & VISITORS BUREAU	35,365.41
212	COMMUNITY DEVELOPMENT	112,960.26
230	WILLMAR MUNICIPAL AIRPORT	11,865.52
350	RICE HOSPITAL DEBT SERVICE	600.00
413	S.A.B.F. - #2013	200,025.53
414	S.A.B.F. - #2014	509,050.50
432	C.P. - WASTE TREATMENT	7,432.00
450	CAPITAL IMPROVEMENT FUND	235,004.86
651	WASTE TREATMENT	84,047.59
741	OFFICE SERVICES	1,442.02
815	FIRE DEPT GRANT	2,963.10
TOTAL ALL FUNDS		1,639,970.32

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	1,639,970.32
TOTAL ALL BANKS		1,639,970.32



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

**Agenda Item Number:** 8

**Meeting Date:** \_\_\_\_\_

**Attachments:** Yes  No

**CITY COUNCIL ACTION**

**Date:** February 2, 2015

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

**Originating Department:** City Administrator

**Agenda Item:** Willmar Area Food Shelf Presentation

**Recommended Action:** Receive for information.

**Background/Summary:** Christie Kurth, Executive Director with the Willmar Area Food Shelf, will present an update on the Food Shelf's services.

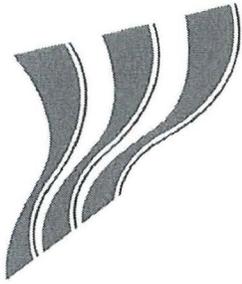
**Alternatives:** NA

**Financial Considerations:** NA

**Preparer:** Charlene Stevens, City Administrator

**Signature:**

**Comments:**



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

**Agenda Item Number:** 9

**Meeting Date:**

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:** February 2, 2015

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

**Originating Department:** **Housing and  
Redevelopment Authority**

**Agenda Item:** **Highland Apartments Small Cities Development Program Loan**

**Recommended Action:** Approval of a 2012 Small Cities Development Program Loan to Highland Apartments Limited Partnership and approval of loan documents,

**Background/Summary:** This request follows the Council's recent action of expanding the 2012 Small Cities Development Program rental rehab target area activity to include the location of Highland Apartments. The Willmar HRA has received a low income housing tax credit allocation for a three million dollar renovation of Highland Apartments. To complete the financing, the HRA is requesting a loan not to exceed \$166,681 from the City's 2012 Small Cities Development Program to the Highland Apartments Limited Partnership. Members of the Limited Partnership are the Great Lakes Capital Fund and the Kandiyohi County Housing and Redevelopment Authority. This is a change in how the City traditionally borrows SCDP funds to a project owner. Typically, the borrower signs a repayment agreement saying the project will continue to serve low income persons for a period of seven years at which time the loan is forgiven and does not have to be repaid. Because this is a larger SCDP amount being requested on a project, the HRA would like the project to repay the funds so they can be used on future SCDP projects in the community.

**Alternatives:** Not approve the recommended action and return the funds to the Minnesota Department of Employment and Economic Development.

**Financial Considerations:** The source of funds is an existing grant to the City from Minnesota DEED.

**Preparer:** Jill Bengtson, Willmar HRA

**Signature:**

**Comments:**

(reserved for mortgage tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE

HEREON: \$ \_\_\_\_\_

**MORTGAGE**  
(\$166,681)

**THIS MORTGAGE** is made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between **HIGHLAND APARTMENTS LIMITED PARTNERSHIP**, a Minnesota limited partnership, with offices at 2200 23<sup>rd</sup> Street NE, Suite 2090, Willmar, MN 56201 (“Mortgagor”) in favor of **THE CITY OF WILLMAR**, a Minnesota municipal corporation (“Mortgagee”).

WITNESSETH:

1. Grant of Mortgage. Mortgagor mortgages to Mortgagee all of Mortgagor’s fee interest, now owned and hereafter acquired, in the following described premises situated in Kandiyohi County, State of Minnesota, legally described in Exhibit A attached hereto and incorporated herein (the “Real Property”), together with all policies of insurance, abstracts of title, all improvements now or hereafter located on property, all easements, rights, appurtenances, tenements, hereditaments, rents, issues, income royalties, mineral, oil and gas rights and profits, water and water rights or stock now and hereafter applicable to the described real property, and all fixtures, equipment, construction materials, trees, shrubs, other landscaping materials, fences and all other property and appurtenances now or hereafter placed on or attached to the Real Property, including replacements and additions thereto (collectively, the “Property”).
2. Obligation Secured. This Mortgage is given in consideration of and as security for the payment of, and complete and timely performance of all terms, conditions and requirements applicable to a Loan, supported by a Promissory Note dated even date herewith, as the same may be amended, in the principal sum of One Hundred Sixty-Six

Thousand Six Hundred Eighty-One and no/100 Dollars (\$166,681.00) (the “Secured Obligation”) which is due and payable on December 31, 2044.

3. Taxes and Assessments. Mortgagor covenants and agrees to pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage. Mortgagor shall pay these obligations on time directly to the person or government agency owed payment, before the same shall become delinquent. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph. If Mortgagee requires, Mortgagor shall promptly furnish to Mortgagee receipts evidencing the payments. In the event of any legislative enactment or judicial action after the date hereof imposing upon Mortgagee the obligation to pay any tax, assessment or charge, or deducting the lien of this Mortgage from the value of the Property for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, for federal, state or local purposes, or the manner of the operation of any such taxes so as to adversely affect the interest of Mortgagee, then, and in such event, Mortgagor shall bear and pay the full amount of such taxes, assessments or charges before penalty attaches for non-payment thereof; provided, that if for any reason payment by Mortgagor of any such taxes, assessments or charges would be unlawful, or if the payment thereof would constitute usury or render the Secured Obligations or any other indebtedness secured hereby wholly or partially usurious or uncollectible under any of the terms or provisions of this Mortgage, the Promissory Note, or otherwise, then Mortgagee, at its option, may declare the Promissory Note and indebtedness secured hereby, with interest thereon, to be immediately due and payable, or Mortgagee, at its option, may pay that amount or portion of such taxes, assessments or charges, as renders the Secured Obligations hereby unlawful or usurious or uncollectible, in which event Mortgagor will concurrently therewith pay the remaining portion or balance of said taxes, assessments or charges.
4. Liens. Mortgagor shall promptly discharge any lien other than the lien of this Mortgage and the “Permitted Encumbrances” identified in Exhibit B attached to this Mortgage and incorporated by reference whether or not such lien is inferior to the lien of this Mortgage unless Mortgagor:
  - a) Agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; or
  - b) Contests in good faith the lien by, or defense against enforcement of the lien in, legal proceedings which in Mortgagee’s opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property.

In case of Mortgagor’s failure to pay the taxes or assessments before the same become delinquent, or failure to pay liens, Mortgagee, its successors or assigns may do so, and the amount so paid, with interest at the highest rate applicable to the then existing Secured Obligations, from the date of payment, shall be added to and deemed a part of the Secured Obligations secured by this Mortgage.

5. Insurance. Mortgagor covenants and agrees to keep all buildings and improvements, if any, upon the Property safely insured against loss by fire and other casualties for the benefit of Mortgagee in the amount of this Mortgage by policies in such form and content and with such company as Mortgagee may require, and Mortgagor shall deliver such policies to Mortgagee.

All insurance policies and renewals shall include a standard mortgage clause. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance company and Mortgagee. Mortgagee may make proof of loss and adjust the claim if it so desires. Unless Mortgagee and Mortgagor agree otherwise in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible. If the restoration or repair is not economically feasible using the insurance proceeds and any other available funds, the insurance proceeds shall be applied to the secured obligations, whether or not then due, with any excess paid to Mortgagor. If applied in reduction of the Secured Obligations, the application of insurance proceeds shall be made to the Secured Obligations in such manner as Mortgagee shall determine, whether the same is due or not. In the event of foreclosure hereunder, Mortgagee shall have the right to assign the insurance policies to the foreclosure sale purchaser or other purchaser of the Property. In case of Mortgagor's failure to pay insurance premiums, Mortgagee, its successors or assigns, may do so, and the amount so paid, with interest at the highest rate applicable to the then existing Secured Obligations, from the date of payment, shall be added to and deemed a part of the Secured Obligations secured by this Mortgage.

6. Additional Covenants. Mortgagor covenants and agrees with Mortgagee: (a) to pay to Mortgagee the principal sums of money and interest owed at the specified times for payment; (b) to commit or permit no waste on the Property, to demolish or remove from the Property no building or improvement without the written consent of Mortgagee; (c) to properly complete any improvements which now or in the future may be under construction on the Property and to keep and maintain the Property in good repair; (d) to comply promptly at the expense of Mortgagor with all laws, statutes, ordinances, regulations, restrictions and covenants affecting the Property in any manner whatsoever; (e) to pay, or cause to be paid directly to Mortgagee, the full amount of any award or compensation for the taking or damaging by condemnation proceedings under the power of eminent domain of all or any part of the Property, subject to the rights of any senior lienholders, if it is not feasible to rebuild the Property with such funds and any other funds that may be available for such purpose, the payments to be applied to the Secured Obligations in the manner determined by Mortgagee; (f) to permit Mortgagee, either upon Mortgagor's abandonment of the Property or failure to comply with any of the foregoing covenants, to enter upon the Property without notice for the purpose of protecting the lien of this Mortgage or preserving the Property; and (g) to pay all expenses and reasonable attorneys' fees incurred by Mortgagee in the course of protecting its lien or preserving the Property to the extent permitted by law; regardless of whether suit is commenced.

7. Hazardous Materials. Mortgagor represents that:

- a) To the best of Mortgagor's knowledge, after due inquiry and investigation, the Property has never been used by previous owners or occupants or by Mortgagor to generate, manufacture, refine, transport, treat, store, handle or dispose of any toxic material, hazardous substances or hazardous waste, including any solid, liquid, gaseous or thermal contaminant such as smoke, fumes, acids or wastes, as any of those terms are defined in applicable state or federal statutes and/or regulations except as otherwise disclosed in the written reports provided by Mortgagor to Mortgagee;
- b) To the best of Mortgagor's knowledge, and after due inquiry and investigation, except as disclosed in the Environmental Reports, the Property does not contain any underground storage tanks or any asbestos, or asbestos-containing materials, polychlorinated biphenyls (PCBs) (in the form of electrical transformers, cooling oils, or other form) or other toxic materials, hazardous substances or hazardous wastes; and
- c) Mortgagor has not received a summons, citation, directive, letter or other communication, written or oral, from any state agency or agency of the United States government concerning the Property or any intentional or unintentional action or omission on Mortgagor's part, with respect to toxic materials, hazardous substances or hazardous wastes in waters or lands in or outside of the State of Minnesota.

Mortgagor shall not cause or permit to exist, as a result of any intentional or unintentional act or omission on its part, a release, spill, leakage, pumping, emission, pouring, emptying or dumping of a toxic material, hazardous substance, or hazardous waste into waters or onto lands within or without the State of Minnesota, unless said release, spill, leak, pumping, emission, pouring, emptying or dumping is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal or state governmental authorities.

Environmental Reports means the Phase I Environmental Site Assessment prepared by I&S Group dated \_\_\_\_\_; the Phase I Environmental Site Assessment Update prepared by I&S Group dated \_\_\_\_\_; and \_\_\_\_\_.

8. Assignment of Rents. Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee all of the rents, issues, profits, proceeds, and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property (collectively, the "Rents"), regardless of to whom the Rents are otherwise payable. Mortgagor and Mortgagee intend this assignment of Rents to constitute an absolute assignment and not an assignment for additional security only. Mortgagor hereby authorizes Mortgagee to collect the Rents and hereby directs each tenant of the Property to pay such Rents to Mortgagee or Mortgagee's agents. However, prior to written notice from Mortgagee to Mortgagor of a default under this Mortgage or Note, Mortgagor shall enjoy a license to collect and receive all Rents and shall apply the Rents to the sums secured by this

Mortgage as required under the terms of the Note and may apply the balance of the Rents to Mortgagor's own account. Upon delivery of written notice by Mortgagee to Mortgagor of a breach by Mortgagor of any covenant or agreement in this Mortgage (and without the necessity of Mortgagee entering upon and taking and maintaining full control of the Property in person, by agent, or by a court-appointed receiver), such license shall be revoked and Mortgagee will immediately be entitled to possession of all Rents as the same become due and payable, including but not limited to Rents then due and unpaid.

Mortgagor agrees that upon receipt of notice of Mortgagor's breach, each tenant of the Property is authorized to pay Rents as directed by Mortgagee without any liability on the part of any tenant to inquire further as to the existence of a default by Mortgagor. If Mortgagee desires to direct tenants' payments of Rents, Mortgagee may deliver payment instructions to tenants either personally, by mail, or by delivering payment instructions to each rental premises at the Property.

In addition to any rights granted under the terms of this Mortgage, upon Mortgagor's default under this Mortgage, Mortgagee will be entitled as a matter of right to the appointment of a receiver without notice and without giving bond, and without regard to the solvency or insolvency of Mortgagor, waste, or adequacy of the security. Such receiver will have all the rights, powers, and remedies provided by law (including without limitation the rights of receiver pursuant to Minn. Stat. 576.01, subd. 2, as amended). From the date of appointment through any applicable period of redemption, the receiver will: (i) collect the Rents; (ii) manage the Property so as to prevent waste; (iii) execute leases within or beyond the receivership; (iv) perform the terms of this Mortgage; and (v) apply the Rents to the payment of the expenses enumerated in Minn. Stat. 576.01, subd. 2, in the priority required therein, and to all expenses for maintenance of the Property, and to the costs and expenses of the receivership, including attorneys' fees, and to the repayment of the Indebtedness. Mortgagor hereby irrevocably consents to such appointment.

Mortgagee or receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be required to account only for those Rents actually received by Mortgagee or the receiver. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Property by reason of anything done or left undone by Mortgagee or receiver under this Addendum.

Mortgagor hereby covenants that: (a) there is currently no other assignment of the Rents, except as set forth in the Master Subordination Agreement of even date herewith; (b) Mortgagor will not execute any instrument which would prevent Mortgagee from exercising its rights pursuant to the assignment of rents in this Paragraph I; (c) at the time of execution of this Mortgage there has been no prepayment of any of the Rents of the Property for more than one month prior to the due dates of such rents; and (d) Mortgagor will not hereafter collect or accept payment of any Rents of the Property more than one month prior to the due dates of such Rents.

9. Possession of Property. Mortgagor is entitled to possession of the Property at all times during the term of this Mortgage unless the Property is abandoned by Mortgagor or an Event of Default occurs.
10. Default. Any one or more of the following shall be an Event of Default under this Mortgage:
- a) Mortgagor shall fail to pay, as and when due and payable, any installments of principal or interest due on the Secured Obligations and such failure shall continue for ten (10) days after the due date;
  - b) Mortgagor shall fail to pay, as and when due and payable, all taxes, assessments, charges, fines and impositions, or insurance premiums, or any other sums to be paid by Mortgagor as required under this Mortgage and such failure shall continue for ten (10) days after the due date;
  - c) Mortgagor shall fail to keep, perform and observe any other covenant, condition or agreement in this Mortgage, and any other instrument or document evidencing the Secured Obligations, and such failure shall continue unremedied for thirty (30) days after written notice of such failure has been given by Mortgagee to Mortgagor, or such additional time as is reasonably necessary to cure the failure, provided that Mortgagor commences cure during the 30-day period and diligently pursues the same;
  - d) Mortgagor shall (i) apply for or consent to the appointment of a receiver, trustee, or liquidator of Mortgagor's assets, (ii) be unable, or admit in writing, Mortgagor's inability to pay Mortgagor's debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated bankrupt or insolvent, or (v) file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against Mortgagor in any bankruptcy, reorganization or insolvency proceeding;
  - e) An order, judgment, or decree shall be entered, without the application, approval or consent of Mortgagor, by any court or governmental agency of competent jurisdiction, approving a petition seeking reorganization of Mortgagor or appointing a receiver, trustee, liquidator, intervenor of Mortgagor, or of all or a substantial part of Mortgagor's assets, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days;
  - f) Mortgagor shall abandon the Property; or
  - g) The Property, or any part thereof, shall be sold, conveyed, transferred, encumbered or full possessory rights therein transferred; this provision shall apply to each and every sale, transfer, conveyance or encumbrance regardless of whether

or not Mortgagee has consented or waived its rights, whether by action or omission, in connection with any previous sale, transfer, conveyance or encumbrance; provided, however, this provision shall not apply to (i) a taking by eminent domain unless it is a total taking in the sense that a substantial portion is vested in the condemning authority, or use of the Property for its presently designated purposes is substantially impaired, and (ii) space lease of an apartment within the Property.

Notwithstanding anything to the contrary contained herein, or in the Loan Documents, Borrower's limited partner shall have the right to cure defaults of Borrower, but shall have no obligation to do so.

11. Remedies. Upon the occurrence of any Event of Default, Mortgagee may, at its option, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

- a) Mortgagee may, by written notice to Mortgagor, declare immediately due and payable all unmatured indebtedness secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.
- b) Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage by action or advertisement, pursuant to the statutes of the State of Minnesota in such case made and provided, power being expressly granted to sell the Property at public auction and convey the same to the purchaser in fee simple and, out of the proceeds arising from such sale, to pay all indebtedness secured hereby with interest, and all legal costs and charges of such foreclosure and the maximum attorneys' fees permitted by law, which costs, charges and fees Mortgagor agrees to pay.
- c) Notwithstanding anything to the contrary contained herein, so long as Great Lakes Capital Fund (or an affiliate of either) is a limited partner of Borrower, Lender will not commence (i) foreclosure proceedings with respect to the Premises and/or Property under the Mortgage or exercise any other rights or remedies it may have under the Mortgage, including, but not limited to, accelerating the Secured Obligation, collecting rents, appoint (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder; or (ii) join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower (the "Standstill Restrictions"). The Standstill Restrictions shall only be applicable during the "Tax Credit Compliance Period", as that term is defined in Section 42 of the Internal Revenue Code.

12. Cumulative Remedies. All of Mortgagee's remedies upon default shall be cumulative and not exclusive, nor in limitation of any of Mortgagee's rights and remedies under any other instrument or document executed by Mortgagor. Mortgagee's failure to exercise any right, remedy, power or option, however often, shall not constitute a waiver of any

right, remedy, power or option, and shall not estop Mortgagee from exercising the same at any time.

13. Inspection. Mortgagee or its agent may make reasonable entries upon and inspections of the Property prior to the occurrence of default upon three (3) business days' notice, and after the occurrence of default without prior notice. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
14. Governing Law. This Mortgage is made and is to be construed under the laws of the State of Minnesota. The unenforceability or invalidity of any provision or provisions of this Mortgage as to persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions, in all other respects, shall remain valid and enforceable.
15. Successors and Assigns. Each and every grant, assignment, reservation, covenant, condition, power, privilege, provision and clause contained in this Mortgage shall inure to the benefit of and be binding upon the respective heirs, personal representatives, executors, administrators, successors and assigns of Mortgagor and Mortgagee.
16. Address for Notice. Any notice given hereunder shall be sent postage prepaid, registered or certified mail, addressed as follows:

If to Mortgagor: Highland Apartments Limited Partnership  
c/o Housing and Redevelopment Authority of  
Kandiyohi County, Minnesota  
2200 23<sup>rd</sup> Street NE, Suite 2090  
Willmar, MN 56201

With a copy to: Great Lakes Capital Fund for Housing Limited Partnership 29  
1118 S. Washington Avenue  
Lansing, MI 48910

If to Mortgagee: Housing and Redevelopment Authority of  
Kandiyohi County, Minnesota  
2200 23<sup>rd</sup> Street NE, Suite 2090  
Willmar, MN 56201

17. The Mortgagee, for itself and its successors and assigns, covenants and agrees that it will not commence procedures to foreclose on this Mortgage without the prior written consent of the Minnesota Housing Finance Agency, or its successors and assigns ("MHFA") if there is a mortgage held by MHFA on the Project

So long as MHFA is the holder of a mortgage on the Project:

- (a) This Mortgage may not be amended without the prior written consent of MHFA;  
and
  - (b) This Mortgage may not be sold, transferred, assigned, or pledged without the prior written consent of MHFA.
18. Rider. The Loan Rider attached hereto as Exhibit C is incorporated herein.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the day and year first above written.

**HIGHLAND APARTMENTS LIMITED  
PARTNERSHIP**

By: Highland Apartments GP LLC, a Minnesota  
limited liability company  
Its General Partner

By: \_\_\_\_\_  
Jill Bengtson, Chief Manager/President

Executed on the \_\_\_\_ day of January, 2015.

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2015, by Jill Bengtson, Chief Manager/President of Highland Apartments GP LLC, a Minnesota limited liability company, General Partner of Highland Apartments Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.

\_\_\_\_\_  
Notary Public

THIS DOCUMENT PREPARED BY:

Faegre Baker Daniels LLP (AMC)  
2200 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402  
(612) 766-7000

## EXHIBIT A

### Legal Description

Lots 1, 2 and 10, Block C, Third Addition to Willmar, according to the plat on file and of record in the office of the County Recorder in and for Kandiyohi County, Minnesota.

AND

That part of Lot 7, Highland Addition, described as follows: Beginning at the Southwest corner of said Lot 7; thence on an assumed bearing of North 79 degrees 08 minutes 50 seconds East along the South line of said Lot 7, a distance of 90.00 feet; thence on a bearing of North 10 degrees 51 minutes 10 seconds West, to last said line, 150.69 feet to a line 200.00 feet South of and parallel with the North line of said Lot 7; thence on a bearing of North 79 degrees 12 minutes East, along last said line 167.37 feet; thence on a bearing of North 10 degrees 53 minutes 30 seconds West, 200.00 feet to the North line of said Lot 7; thence on a bearing of South 79 degrees 12 minutes West, along last said line, 190.00 feet to the West line of said Highland Addition; thence Southerly and parallel with First Street in said Village 165 feet; thence Westerly and parallel with Litchfield Avenue 30 feet to the Section line between Sections 14 and 15, Township 119, Range 35; thence South along said Section line to the point of beginning, according to the plat on file and of record in the office of the County Recorder in and for Kandiyohi County, Minnesota.

AND

That part of the vacated alley designated on the official plat of Highland Addition more particularly described as follows: Beginning on the Section line between Sections 14 and 15, Township 119, Range 35 at the Northeast corner of Lot 1, Block "C", Village of Willmar, Minnesota according to the recorded plat thereof; thence Southerly and parallel with First Street in said Village 165 feet; thence Westerly and parallel with Litchfield Avenue 30 feet to said Section line; thence North on said Section line to the place of beginning.

Kandiyohi County, Minnesota

## **EXHIBIT B**

### **Permitted Encumbrances**

(All documents are dated of even date herewith unless noted.)

**EXHIBIT C**  
**LOAN RIDER**

**THIS RIDER** is attached to and made a part of the promissory note or other document(s) evidencing and governing a loan in the amount of One Hundred Sixty-Six Thousand Six Hundred Eighty-One and no/100 Dollars (\$166,681.00) (the "Loan") made by **THE CITY OF WILLMAR** ("Holder") to **HIGHLAND APARTMENTS LIMITED PARTNERSHIP** ("Borrower") for the rehabilitation of seventy-eight (78) rental housing units (the "Project"). The form of this Loan Rider has been designed for use whether Borrower is a limited partnership, a land trust of which a limited partnership is the beneficiary, or otherwise. Accordingly, the limited partnership's development of the Project, whether or not identified as Borrower, is sometimes referred to herein as the "Partnership". The Amended and Restated Limited Partnership Agreement continuing the Partnership are referred to herein as the "Partnership Agreement".

The parties hereto agree that the following covenants, terms and conditions shall be part of and shall modify or supplement each of the documents evidencing or related to the Loan (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Loan Documents and this Loan Rider, the following covenants, terms and conditions shall control and prevail:

1. **Partner Change.** The withdrawal, transfer, removal, and/or replacement of a partner of the Borrower pursuant to the terms of the Partnership Agreement shall not constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan nor require the consent of the Holder.
2. **Monetary Default.** If a monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Holder shall give Borrower and Borrower's limited partner written notice of such default at the address provided by the Borrower as indicated in the Loan Documents. Borrower and Borrower's limited partner shall have such period of time to cure the default as may be specified in the Loan Documents. Notwithstanding anything to the contrary contained herein, or in the Loan Documents, Borrower's limited partner shall have the right to cure defaults of Borrower, but shall have no obligation to do so.
3. **Non-Monetary Default.** If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder Holder shall give Borrower and Borrower's limited partner written notice of such default at the address provided by the Borrower as indicated in the Loan Documents. If the default is reasonably capable of being cured within thirty (30) days, Borrower and Borrower's limited partner shall have such period to effect a cure prior to exercise of remedies by Holder under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Borrower or Borrower's limited partner (a) initiates corrective action within said period, and

(b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower and Borrower's limited partner shall have such additional time as is agreed to in writing by the Holder and Borrower or Borrower's limited partner to cure the default prior to exercise of any remedies by the Holder. In no event shall Holder be precluded from exercising remedies if the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Loan Documents. Notwithstanding anything to the contrary contained herein, or in the Loan Documents, Borrower's limited partner shall have the right to cure defaults of Borrower, but shall have no obligation to do so.

4. **Casualty, Condemnation, Etc.** In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, and, subject to the availability of insurance and or condemnation proceeds, Borrower shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefore.
5. **Notices/Right to Cure.** Notwithstanding anything to the contrary contained in the Loan Documents, Tax Credit Investor shall have the right, but not the obligation, to cure any default of Borrower under any Loan Document, and Holder agrees to accept cures tendered by Minnesota Equity Fund (the "Limited Partner"), as follows: (a) with respect to any monetary default under the Loan Documents, Holder shall notify Limited Partner in writing of such monetary default, and Limited Partner shall have the applicable cure period allotted to Borrower under the Loan Documents, plus ten (10) days, after the receipt of said notice of such monetary default to cure such monetary default; and (b) with respect to any nonmonetary default under the Loan Documents, Holder shall notify Limited Partner in writing of such nonmonetary default, and Limited Partner shall have the applicable cure period allotted to Borrower under the Loan Documents, plus 30 days after the receipt of such notice of such nonmonetary default to cure such default. Holder agrees that the Loan Documents will not be considered to be in default until the expiration of all contractual notice and cure periods provided to Borrower and Limited Partner.

Holder agrees to give all notices provided to Borrower to the Limited Partner at the following address or such alternate or additional location of which Holder is notified in writing by the Limited Partner:

Great Lakes Capital Fund for Housing Limited Partnership 29  
1118 S. Washington Avenue  
Lansing, MI 48910

6. **Lender Approvals, Etc.** In any approval, consent, or other determination by the Holder required under any of the Loan Documents, Holder shall act reasonably and in good faith.

**\$166,681**  
**PROMISSORY NOTE**  
given by  
**HIGHLAND APARTMENTS LIMITED PARTNERSHIP,**  
a Minnesota limited partnership  
to  
**THE CITY OF WILLMAR,**  
a Minnesota municipal corporation

Dated: \_\_\_\_\_, 2015

At: Saint Paul, Minnesota

**FOR VALUE RECEIVED**, the undersigned, **HIGHLAND APARTMENTS LIMITED PARTNERSHIP**, a Minnesota limited partnership (the "Borrower"), hereby promises to pay to the order of **THE CITY OF WILLMAR**, a Minnesota municipal corporation ("Holder") at 333 6<sup>th</sup> Street SW, Willmar, MN 56201 or at such other place as the Holder may, from time to time, designate in writing, the principal sum of One Hundred Sixty-Six Thousand Six Hundred Eighty-One and no/100 Dollars (\$166,681.00), without interest. The entire principal balance of this Note is due and payable on December 31, 2045.

The Borrower agrees to comply with the terms of the Small Cities Development Program Grant Agreement dated June 1, 2012 between the Holder and the State of Minnesota.

Time is of the essence hereof. In the event of any default in the payment of any principal or other indebtedness due hereunder or any other breach of this Promissory Note, the Holder may, at its right and option, declare immediately due and payable the principal balance of this Note, together with any attorneys fees incurred by the Holder in collecting or enforcing payment thereof, whether suit be brought or not, and all other sums due hereunder and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided in any document. The Holder may extend the time of payment of principal of this Note without notice to or consent of any party liable hereon and without releasing such party.

The Borrower and any guarantor, surety or endorser hereby waives demand, presentment, notice of nonpayment, protest, notice of protest, notice of dishonor and diligence in collection.

The remedies of the Holder, as provided herein and in any document securing this Note shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefor shall occur. The Holder may, in its discretion, waive any default hereunder and its consequences and rescind any declaration of acceleration of principal; provided, however, that no action or inaction by the Holder shall be deemed a waiver of any of the Holder's rights or remedies unless the Holder specifically agrees in writing that such action or inaction shall constitute a waiver of its rights or remedies. Any waiver shall only apply to the particular instance for which it was agreed. No

delay in exercising and no failure in exercising any right or remedy hereunder or afforded by law shall be a waiver of or preclude the exercise of any right or remedy hereunder or provided by law, whether on such occasion or any future occasion, nor shall such delay be construed as a waiver of any default or acquiescence therein. The exercise or the beginning of the exercise of one right or remedy shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

Borrower shall not have any personal liability for the Borrower's obligations hereunder or under any one or more of the collateral documents, it being recognized by the Holder that the obligations of the Borrower hereunder and under the collateral documents are non-recourse obligations and that the remedies of the Holder are limited to the security provided hereunder. Without limiting the foregoing, in no event shall any partner of the Borrower, any partner, officer, director, shareholder, employee or agent of the Borrower or its partners have any personal liability for the Borrower's obligations hereunder or any one or more of the collateral documents.

This Note may be prepaid in whole or in part without penalty.

This Note shall be governed by and construed in accordance with the laws of the State of Minnesota.

It is intended that this Note is made with reference to and shall be governed by and construed in accordance with the laws of the State of Minnesota.

Holder may not exercise any remedy under this Note without the express written consent of the Minnesota Housing Finance Agency ("MHFA").

This Note shall not be sold, transferred, assigned or pledged without the prior written consent of MHFA.

This Note shall not be amended without the prior written consent of MHFA or any successor holder of any MHFA mortgage on the Project.

The Loan Rider attached hereto as Exhibit A is incorporated herein.

No tax-exempt bond proceeds were used to fund this Note, in whole or in part.

**IT IS HEREBY CERTIFIED AND RECITED** that all conditions, acts and things required to exist, to happen and to be performed precedent to or in the issuance of this Note do exist, have happened and have been performed in regular and due form as required by law.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Borrower has caused this Note to be duly executed by its authorized representative, all on the date and year first above written.

BORROWER:

HIGHLAND APARTMENTS LIMITED  
PARTNERSHIP

By: Highland Apartments GP LLC, a  
Minnesota limited liability company  
Its General Partner

By: \_\_\_\_\_  
Jill Bengtson  
Its Chief Manager/President

## EXHIBIT A

### LOAN RIDER

**THIS RIDER** is attached to and made a part of the promissory note or other document(s) evidencing and governing a loan in the amount of [ One Hundred Sixty-Six Thousand Six Hundred Eighty-One and no/100 Dollars (\$166,681.00) ] (the "Loan") made by **THE CITY OF WILLMAR** ("Holder") to **HIGHLAND APARTMENTS LIMITED PARTNERSHIP** ("Borrower") for the rehabilitation of seventy-eight (78) rental housing units (the "Project"). The form of this Loan Rider has been designed for use whether Borrower is a limited partnership, a land trust of which a limited partnership is the beneficiary, or otherwise. Accordingly, the limited partnership's development of the Project, whether or not identified as Borrower, is sometimes referred to herein as the "Partnership". The Amended and Restated Limited Partnership Agreement continuing the Partnership are referred to herein as the "Partnership Agreement".

The parties hereto agree that the following covenants, terms and conditions shall be part of and shall modify or supplement each of the documents evidencing or related to the Loan (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Loan Documents and this Loan Rider, the following covenants, terms and conditions shall control and prevail:

1. **Partner Change**. The withdrawal, transfer, removal, and/or replacement of a partner of the Borrower pursuant to the terms of the Partnership Agreement shall not constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan nor require the consent of the Holder.
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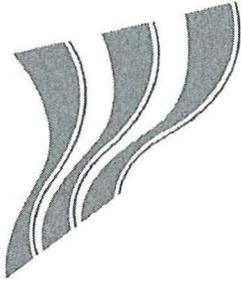
then Borrower and Borrower's limited partner shall have such additional time as is agreed to in writing by the Holder and Borrower or Borrower's limited partner to cure the default prior to exercise of any remedies by the Holder. In no event shall Holder be precluded from exercising remedies if the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Loan Documents. Notwithstanding anything to the contrary contained herein, or in the Loan Documents, Borrower's limited partner shall have the right to cure defaults of Borrower, but shall have no obligation to do so.

4. **Casualty, Condemnation, Etc.** In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, and, subject to the availability of insurance and or condemnation proceeds, Borrower shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefore.
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  - (b) with respect to any nonmonetary default under the Loan Documents, Holder shall notify Limited Partner in writing of such nonmonetary default, and Limited Partner shall have the applicable cure period allotted to Borrower under the Loan Documents, plus 30 days after the receipt of such notice of such nonmonetary default to cure such default. Holder agrees that the Loan Documents will not be considered to be in default until the expiration of all contractual notice and cure periods provided to Borrower and Limited Partner.

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1118 S. Washington Avenue  
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CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 10

Meeting Date: February 2, 2015

Attachments:  Yes No

CITY COUNCIL ACTION

Date: February 2, 2015

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

Originating Department: Engineering

Agenda Item: Salty Discharge Limits Presentation

Recommended Action: Receive for Information.

**Background/Summary:** The Minnesota Pollution Control Agency (MPCA) is in the process of adding additional effluent limits to the City of Willmar's wastewater discharge permit. Collectively, these new limits are referred to as "Salty Discharge" limits. The recently constructed wastewater facility, like all conventional facilities, is incapable of treating influent wastewater to meet these limits. The City and Donohue are negotiating an affordable compliance strategy. Mike Gerbitz, Donohue & Associates, will review the Salty Discharge issue and the path forward.

Alternatives: N/A

Financial Considerations: N/A

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

Signature: 

Comments:

## The Next Wastewater Chapter: Salty Discharge Limits

City Council Briefing  
February 2, 2015  
Willmar, MN



### Historical Wastewater Perspective



**2005**

- Aging Problematic Facility
- Capacity
- Location
- Odors
- Phosphorus

### Historical Wastewater Perspective



**2005**

- Aging Problematic Facility
- Capacity
- Location
- Odors
- Phosphorus

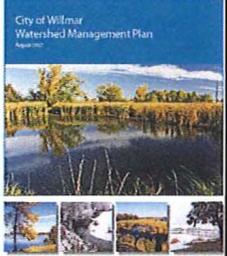


**2010**

- Comprehensive Program
  - Collection system improvements
  - Treatment facility
- Treatment Facility
  - Growth
  - Foreseeable limits: phosphorus
- **Community Invested \$80M**

### Future Stormwater Perspective

- Comprehensive Watershed Management Plan
  - Implementation program to systematically address important watershed issues and comply with the City's NPDES Phase III MS4 Permit and Storm Water Pollution Prevention Program (SWPPP)
- **Community Investment \$24M**



### Certainty: Wastewater Requirements Change and are Unpredictable and Expensive

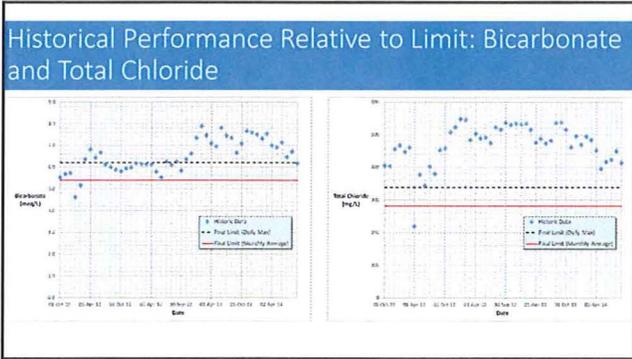
- MPCA Letter April 23, 2013
- Revising Effluent Phosphorus Limit
- **New "Salty Discharge" Limits**

	Bicarbonates (meq/L)	Chloride (mg/L)	Hardness (mg/L)	TDS (mg/L)	Specific Conductance (µmhos/cm)
Daily Maximum	6	361	556	814	1235
Monthly Average (2x/mo at 1x/qtr)	5	289	521	742	1085

### MPCA Asked Willmar to Propose a Wastewater Compliance Schedule for Salty Discharge Compliance

- Existing WWTF Incapable of Meeting Salty Discharge Limits
- Requires Source Reduction (upstream WWTF) or Expensive Technology (at WWTF)

**...if a permittee cannot meet the WQBELs established upon issuance of the permit, the MPCA can include a compliance schedule in the permit with an enforceable sequence of actions that lead to compliance with the WQBELs. The schedule must include a date upon which the WWTF will attain compliance with the final limits. If the permittee cannot meet the WQBELs upon permit issuance, the permittee must identify a compliance date that is "as soon as possible."**



### Evaluated Potential Compliance Strategies

- Source Reduction Most Cost Effective Technology
  - Lime softening and elimination of point-of-use water softeners

Item	Capital	Annual
Drinking Water Plant – 2000 gpm†	\$16,200,000	\$1,000,000
Drinking Water Plant – 3000 gpm†	\$19,700,000	\$1,300,000
Supplemental Alkalinity Storage and Use at WWTF*	\$3,000,000	\$300,000
Engineering (15%)	\$5,800,000	-
<b>Total</b>	<b>\$44,700,000</b>	<b>\$2,600,000</b>

\*Wastewater alkalinity will decrease. Supplemental alkalinity use at WWTF will increase.  
 †Conceptual cost opinion enclosed

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\*Wastewater alkalinity will decrease. Supplemental alkalinity use at WWTF will increase.  
 †Conceptual cost opinion enclosed

\$80M Recent Wastewater Investment  
 \$24M Future Stormwater Investment

Near-Term Compliance **Unaffordable**

Negotiating **Affordable** Compliance Schedule

- Employing EPA-Endorsed "Integrated Planning" Strategy

The flexibilities under the CWA, regulations, and EPA policies allow local governments to continue to maintain existing wastewater and stormwater systems while making progress on clean water goals in a manner that is sustainable and within a community's financial capability. – *Assessing Financial Capability for Municipal Clean Water Act Requirements, EPA, January 2013*

MPCA **Agrees** to Extended Compliance Schedule Based on Affordability

Negotiating Final Interim Limits and Compliance Schedule

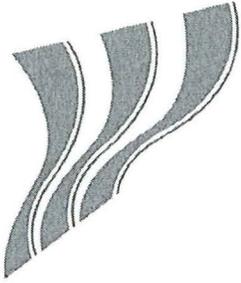
- MPCA Agrees to **20-yr Compliance Schedule**
- Compliance Schedule Requires Progress and Reporting

Salty Discharge Reduction Plan (SDRP) | Comprehensive Watershed Management Plan (CWMP)

Annual Report	12-mo past activities and performance 12-mo past spending, cumulative spending 12-mo future activities
5-Year Report	Cumulative activities and performance Cumulative spending 5-, 10-, and 15-yr plans

20-Year Compliance Schedule Avoids an Unaffordable Situation for Rate Payers

Extended Compliance Schedule Requires **Attention** (staffing) and **Action** (progress)



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 11

Meeting Date: February 2, 2015

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: February 2, 2015

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

Originating Department: Engineering

Agenda Item: Presentation on Civic Center Improvements

Recommended Action: Receive for Information.

Background/Summary: Scott Ward with Stevens Engineering will present an update on the HVAC and refrigeration report findings for the Civic Center.

Alternatives: N/A

Financial Considerations: N/A

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

Signature: 

Comments:

## Executive Summary

2014

The Willmar Civic Center facility includes the Cardinal Arena (original facility constructed in 1979) and the Blue Line Arena (constructed in 1998). The City of Willmar has a long standing tradition of providing high quality ice-related and dry-floor activities, and the facility is well used. The facility hosted the National Curling Tournament in 2012 and will be hosting the Junior National Tournament in 2016.

Both arenas are served by aging, refrigeration systems that have exceeded their expected life. In addition, both systems use R-22 refrigerant which is scheduled to be phased out of production by 2020 due to its adverse environmental affects. As the phase-out date approaches, the cost of R-22 will increase. The mechanical systems in Cardinal Arena have also exceeded their life expectancy. The age of these systems and the pending phase-out of R-22 refrigerant has prompted the City to plan for their replacement. This study is also part of the City's continued effort to improve the performance, operation, and efficiency of the facility and continue to provide the highest quality of ice for its users. A key part of this study was to evaluate all possible refrigerant options and technology and to identify the ice system that will best serve this facility and the City for the next 30 years.

Stevens and a team of specialized ice rink consultants and design firms were retained by the City to prepare a study that evaluates the existing ice, mechanical, and related systems. The goals of the study were to:

- Identify and evaluate options for replacing the existing ice system.
- Identify and evaluate uses for waste heat recovered from the refrigeration system.
- Identify and evaluate options for replacing the mechanical systems in Cardinal Arena.
- Provide a scope of work for improvement project(s).
- Provide accurate costs and project schedules to assist the City in making informed decisions.
- Recommend improvements that maximize energy efficiency while incorporating sustainable design practices that reduce the use of fossil fuels, the production of greenhouse gas emissions, and reduce total energy use of the systems and facility.

The facility has been very well maintained, with timely repairs and improvements performed on the ice system (refrigeration and ice rink floors) and other related systems. There has been an obvious, concerted effort to reduce energy costs. The study shows that this 3-sheet facility uses the same or less energy than similar 2-sheet facilities.

A summary of the ice system replacement options and costs are presented in the following table. The costs are estimated total project costs for 2015 and are intended to be used for budget purposes only and, therefore, are higher than would be expected if the project was competitively bid. With a continued strong maintenance and monitoring program and implementation of the recommended improvements; the existing refrigeration systems could continue to operate until the cost of R-22 refrigerant and maintenance costs become too high to support its operation. The risks of continuing to operate this system should be understood and are outlined under Option 1.

Table A. Ice System Improvements/Replacement Options Cost Estimate Summary

Item	Cardinal Arena	Blue Line Club	Combined System <sup>1</sup>
Option 2 – Minimum Improvements existing system	\$183,400	\$183,400	\$366,800
Option 2 - Additional Improvements to existing system	\$331,000	\$559,000	\$890,000
Option 3 – New HFC commercial grade system	\$853,000	\$974,000	N/A
Option 4 – New HFC industrial grade system	\$998,000	\$1,219,000	\$1,863,000
Option 5 – New ammonia industrial grade system	\$1,129,000	\$1,251,000	\$2,070,000
Option 6 – New CO2 indirect system	\$963,000	\$1,085,000	\$1,863,000
Option 7 – New CO2 direct system	\$2,281,000	\$2,403,000	\$4,293,000

1. Includes Options 8-11.

A summary of the recommended mechanical and electrical improvements are included in the following table. The costs of accessibility improvements are not included in this report.

Table B. Ice System Improvements/Replacement Options Cost Estimate Summary

Item	Cardinal Arena	Blue Line Club	Combined System <sup>1</sup>
New gas-fired dehumidification system + electrical	\$396,000	-	-
Adjust existing infrared heaters	\$8,500	-	-
Replace refrigeration room ventilation system	\$34,500	-	-
Electrical service and breaker for new refrigeration syst.	\$16,000	\$28,000	-
Retrofitting existing switchboard for new connections	\$48,000	Incl above	-
Add new 600 amp electrical service for new equip room	-	-	\$41,000
Totals	\$503,000	\$28,000	\$41,000

1. Includes Options 8-11.

Implementing the recommendations in this study; including planning for and replacing the ice system in the future will provide a strong operational, structural, and programming foundation for the facility over the next 30 years and beyond.

## LABOR RELATIONS COMMITTEE

### MINUTES

The Labor Relations Committee of the Willmar City Council met on Wednesday, January 28, 2015, in Conference Room No. 1 at the City Office Building.

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

Others present: City Clerk Kevin Halliday, Finance Director Steve Okins and David Little of the "West Central Tribune."

#### Item No. 1      Call to Order

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

#### Item No. 2      Public Comment

There was no one from the public present to comment.

#### Item No. 3      City Assessor Vacancy

City Clerk Kevin Halliday reviewed the recruitment steps taken to fill the position of City Assessor. To date no applications have been received. Ongoing advertising of the open position includes the "West Central Tribune," Minnesotaworks statewide site, the League of Minnesota Cities Bulletin and the Minnesota Association of Assessing Officers website.

Staff recommends soliciting proposals for a contractual agreement for appraising Agricultural, Commercial, and Industrial properties of the City and conducting sales ratio studies for compliance with the Minnesota Department of Revenue standards for calendar year 2015. Advertising for a full-time Assessor will continue. Staff will also advertise for an Appraiser II position to maintain adequate levels of trained staff for the listed parcels.

Council Member Anderson made a motion, seconded by Council Member Christianson to authorize staff to initiate contractual arrangements for commercial appraising and advertise for an Appraiser II position, all while continuing the advertising of a full-time City Assessor position. The motion carried.

#### Item No. 4      Review of Contracts for Legal Services

Council Member Ahmann offered an overview of the two contracts for legal services: 1) criminal contract with Anderson Law Offices ending 12-31-2015 and 2) a civil contract with Flaherty & Hood requiring a 90-day notice by the law firm if they desire to terminate the contract. Council Member Ahmann requested details of the forfeiture funding breakdowns. Staff will develop a report on that funding source.

Council Member Ahmann noted the legal budget was exceeded in 2014 and suggested meeting with the law firms to assess how the contracts are working for each firm. The firms will be invited to a future committee meeting to continue discussion. Council Member Anderson noted the Finance Committee will be reviewing the legal budget so fiscal details will be forthcoming. This was received for information only.

#### Item No. 5      Workforce Planning

Council Member Ahmann raised the issue of the importance of succession planning in the organization, specifically the transfer of institutional knowledge in the organization. The Committee reviewed workforce

planning documents submitted by each department of the City in 2007. Committee members pointed to the outdated data and suggested the plan should be updated biennially. It was suggested to consider a program whereby in-house staff could job shadow supervisory positions to determine if that employee would want the job when a vacancy presents itself.

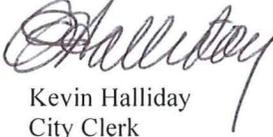
Following discussion, Council Member Christianson moved to direct the Administrator to update the Workforce Succession Plan as soon as possible. Council Member Dokken seconded the motion, which carried.

Item No. 6      New Business

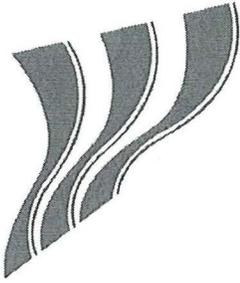
Chair Ahmann inquired if one insurance policy could be offered for all City employees or if negotiating practice limited that option. The City Administrator could update the committee at the next meeting. This was for information only.

There being no further business, the meeting was adjourned at 5:40 p.m.

Respectfully submitted,

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

Kevin Halliday  
City Clerk



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

**Agenda Item Number:**   3  

**Meeting Date:** January 28, 2015

**Attachments:**   X   Yes    No

**CITY COUNCIL ACTION**

**Date:** February 2, 2015

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

**Originating Department:** City Clerk-Treasurer

**Agenda Item:** Discussion of City Assessors Department

**Recommended Action:** Approve Two Stage Plan

**Background/Summary:**

Since implementing the recruitment steps for a City Assessor on September 15, 2014, no applications have been received for the position. Customary and ongoing advertising of the open position includes the West Central Tribune, Minnesotaworks.net statewide site, the League of Minnesota Cities Bulletin, and the Minnesota Association of Assessing Officers website.

Staff will recommend soliciting proposals for the contractual arrangement of appraising Agricultural, Commercial, and Industrial properties of the City and conducting sales ratio studies for compliance with the MN Department of Revenue standards for calendar year 2015. Advertising for a full time Assessor will continue.

Staff will also advertise for an Appraiser II position to maintain adequate levels of trained staff for the listed parcels.

**Alternatives:**

**Financial Considerations:**

**Preparer:** City Clerk-Treasurer

**Signature:**

**Comments:**

	<u>Job Title</u>	<u>Salary</u>
<b><u>Local Comparisons</u></b>		
Kandiyohi County	SAMA Appraiser	Top salary \$83,100
Chippewa County	County Assessor	\$58,584 - \$81,072
Meeker County	County Assessor	\$51,976.68 - \$69,772.20

<b><u>Regional Comparisons</u></b>		
Olmsted County	Appraiser	\$47,570 - \$75,130
Olmsted County	Commercial Appraiser	\$52,500 - \$83,220
Sterns County	Appraiser	\$45,531 - \$66,851
City of Moorhead	City Assessor	\$69,278.21 - \$94,194.54
City of Bismarck	Real Property Appraiser II	\$50,539 - 75,809

<b><u>Metro Comparisons</u></b>		
Dakota County	Commercial Appraiser	\$52,900 - \$73,100
Scott County	Taxation Supervisor	\$52,204 - 86,918
Hennepin County	Appraiser	\$45,472.96 - \$72,261.28
City of Minnetonka	City Assessor	\$95,962.50 - \$106,625.02
City of Eden Prairie	Real Estate Appraiser II	\$63,419 - 76,086

January 2015 facts

Current Staff Levels

**Emily Lien** has completed and passed two 1 week Dept of Revenue classes enroute to a four 1 week class CMA

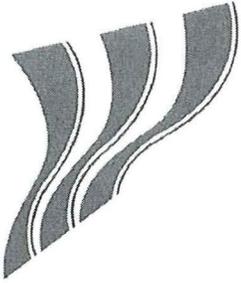
**Judy Thompson** has completed the CMA-Income Qualified level

**Training Levels**

1. CMA = Certified Minnesota Assessor
2. CMA-Income Qualified
3. CMA-Specialist
4. AMA = Accredited Minnesota Assessor
5. SAMA = Senior Accredited Minnesota Assessor

**Parcel Data**

<b>116</b>	Agricultural
<b>253</b>	Apartments
<b>32</b>	Personal Property (hangars)
<b>789</b>	Commercial/Industrial
<b>3204</b>	Judy Thompson assigned residential properties in SW and Part of SE areas
<b>3520</b>	Emily Lien assigned residential properties in Northside and Part of SE areas
<b>7914</b>	Total Parcels



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4

Meeting Date: January 28, 2015

Attachments:  Yes  No

CITY COUNCIL ACTION

Date:

- Approved  Denied  
 Amended  Tabled  
 Other

Originating Department: Administration

Agenda Item: Review of contracts for legal services.

Recommended Action: Discussion.

Background/Summary:

Councilmember Ahmann requested that this item be placed on the agenda. Copies of the contracts for legal services are attached.

Alternatives: Seek RFPs for legal services.

Financial Considerations: The City has budgeted approximately \$250,000 for legal services for 2015.

Preparer: Charlene Stevens, City Administrator

Signature: 

Comments:

## CONTRACT FOR CITY PROSECUTOR LEGAL SERVICES

THIS AGREEMENT is made and entered by and between the CITY OF WILLMAR, a municipal corporation of the State of Minnesota (hereinafter "CITY"), and ANDERSON LAW OFFICES (hereinafter "FIRM").

### W I T N E S S E T H

WHEREAS, CITY has need for the professional criminal prosecution legal services with the particular training, ability, knowledge, and experience possessed by FIRM; and

WHEREAS, CITY solicited proposals for legal services on January 25, 2012; and

WHEREAS, FIRM submitted a proposal to provide legal services to CITY on March 12, 2012; and

WHEREAS, at a duly called regular meeting of the City Council held on March 22, 2012, the City Council of CITY determined that FIRM be engaged as City Prosecutor with Thomas M. Anderson of FIRM serving as criminal prosecution legal counsel for CITY and directing and authorizing the Mayor and City Administrator to negotiate and execute an agreement between FIRM and CITY setting forth the terms and conditions of the engagement; and

WHEREAS, CITY has determined that FIRM is qualified and capable of performing the criminal prosecution legal services as CITY does hereinafter require, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. CITY PROSECUTOR APPOINTMENT: CITY appoints FIRM as City Criminal Prosecutor with Thomas M. Anderson acting as criminal prosecution legal counsel for CITY. Thomas M. Anderson, as the designated and appointed City Criminal Prosecutor, will perform, supervise and be responsible to CITY for the criminal prosecution legal services provided to CITY by FIRM.
2. AUTHORIZED CITY CONTACT PERSONS: The City Administrator and the Chief of Police or her/his designated representative shall be the primary contact person between CITY and FIRM.
3. COUNCIL, STAFF AND OTHER MEETINGS: The City Criminal Prosecutor or his designated representative shall attend certain City Council, staff or other meetings at the request of CITY.

4. COMMUNICATION: FIRM and CITY will establish a regular communication process between the Criminal Prosecutor and the City Administrator/Chief of Police in order to communicate issues and discuss resolution of such issues.
  
5. LEGAL SERVICES TO BE PROVIDED. FIRM will provide criminal prosecution legal services to CITY including, but not limited to prosecution of all ordinance violations, petty misdemeanors, misdemeanors and gross misdemeanors which by law are the responsibility of the City to prosecute. FIRM shall also represent CITY in all forfeiture proceedings arising out of criminal cases that FIRM is prosecuting for CITY. FIRM shall also represent CITY in all appeals to the Minnesota Court of Appeals and Minnesota Supreme Court arising out of cases prosecuted by FIRM. FIRM shall provide criminal legal consultation to the Willmar Police Department as requested, including training sessions. Consultation to the Police Department shall be available 24/7. FIRM shall be responsible for providing, at FIRM'S expense, competent criminal legal counsel to provide all of the above services to CITY when Thomas M. Anderson is out of town or otherwise unavailable or when Thomas M. Anderson has a conflict of interest.
  
6. COMPENSATION, BILLING AND PAYMENT PROCEDURES:

6.1. Rates. The following shall be the applicable fee to be billed by FIRM and paid by CITY for criminal prosecution legal services:

For the period April 1, 2012 through December 31, 2012	\$8,917.00/mo.
For the period January 1, 2013 through December 31, 2013	\$9,333.00/mo.
For the period January 1, 2014 through December 31, 2014	\$9,542.00/mo.
For the period January 1, 2015 through December 31, 2015	\$9,750.00/mo.

6.2. Expenses. Unless otherwise provided herein, in addition to the applicable fees for services rendered to CITY by FIRM, CITY shall also reimburse FIRM for the following expenses FIRM incurs in performing services for CITY pursuant to the following schedule:

Mileage.....	Applicable I.R.S. rate
Photocopies .....	7 cents/per page
Fax.....	10 cents/per page
Westlaw.....	Actual cost
Court fees .....	Actual cost
Subpoena fees.....	Actual cost
Postage .....	Actual cost
Long distance .....	Actual cost
Criminal Law Handbook.....	Actual cost/one per calendar year
Criminal Justice Seminar .....	Actual cost/one per calendar year

Software and other expenses incurred by FIRM to enable FIRM to eCharge complaints which software and services CITY shall have the right to provide through its own IT Department.....Actual cost

Other expenses incurred after receiving Approval of CITY.....Actual cost

The total annual amount of reimbursement for these expenses shall not exceed \$2,500.00. For the time period April 1, 2012 through December 31, 2012, the amount shall not exceed \$1,875.00.

The income received by FIRM from the sale of forfeited vehicles and other forfeited property resulting from criminal cases prosecuted by FIRM shall be in addition to the amount of reimbursement stated in this paragraph. Once FIRM has reached the cap on expenses stated in this paragraph, FIRM shall apply forfeiture proceeds to the expenses enumerated in this paragraph before seeking any additional reimbursement from CITY. If the amount of forfeiture proceeds received by FIRM shall exceed the reimbursable expenses incurred by FIRM that are in excess of the cap amount to be paid by CITY in any year of this Agreement, the FIRM is allowed to apply such excess to any of FIRM'S other expenses that are allowed to be paid out of forfeiture funds in accordance with Minnesota Statute §169A.63 Subd. 10.

6.3. Billing Procedure. CITY shall pay FIRM for the services rendered by FIRM to CITY and expenses incurred on a monthly basis in accordance with this Agreement. FIRM will submit monthly bills to CITY for services rendered in the prior month in addition to expenses incurred to the date of billing. Bills will include statements itemizing the reimbursable expenses. CITY will pay the bill of FIRM within thirty (30) days or less of its receipt by CITY.

6.4. Disputes. In the event that CITY disputes any aspect of FIRM's bill, the City Administrator shall contact Thomas M. Anderson at FIRM stating the nature of the dispute. The parties pledge their mutual good faith in resolving any disputes. The amount in dispute shall be held in suspension until such time as the dispute is resolved. The amount held in dispute shall not accrue interest.

6.5. Interest. Because CITY will be paying FIRM's bills within thirty (30) days from their receipt, no interest will be charged.

7. TERM AND TERMINATION: This Agreement shall commence April 1, 2012 or as sooner directed by CITY and shall continue in effect until such time as either party terminates this Agreement. This Agreement may be terminated by CITY at any time or by FIRM upon 90 days written notice, provided however, that FIRM's termination of this Agreement shall be governed by Rule 1.16 of the Minnesota Rules of Professional

Conduct. CITY shall pay FIRM for the work performed prior to the effective date of termination based upon the payment terms of this Agreement. On or about December 31 of each year, the parties may at their option mutually evaluate the usage of criminal prosecution legal services during the prior year of this Agreement in order to evaluate usage and identify areas where modification in the parties' relationship may be mutually beneficial.

8. NOTICE: Any notices required under the provisions of this Agreement shall be in writing and sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, as follows:
  - 8.1. Notice to CITY shall be mailed or delivered to City Administrator, City of Willmar, 333 SW 6<sup>th</sup> St., P.O. Box 755, Willmar, MN 56201.
  - 8.2. Notice to FIRM shall be delivered to Thomas M. Anderson, Anderson Law Offices, 1001 South First Street, Suite B, P.O. Box 1123, Willmar, MN 56201.
9. STATUS OF FIRM AS INDEPENDENT CONTRACTOR: FIRM shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for in this Agreement. No statement contained in this Agreement shall be construed so as to find FIRM to be an employee of CITY. FIRM 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. FIRM acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due FIRM and that it is FIRM's sole obligation to comply with the applicable provisions of all federal and state tax laws. FIRM shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. FIRM is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.
10. DATA PRACTICES: All data collected, created, received, maintained or disseminated for any purposes by the activities of FIRM because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. This paragraph does not create a duty or any obligation on the part of FIRM to provide access to public data to the public for inspection or otherwise if the public data are available from CITY.
11. AUDITS: Pursuant to Minn. Stat. §§ 6.551 and 16C.05, subd. 5, FIRM agrees that CITY, the State Auditor, or any of their duly authorized representatives, may examine any books, records, documents and the accounting practices and procedures of FIRM. If either CITY or FIRM requests that the State Auditor conduct such an examination,

then CITY shall be liable for the costs of the examination unless such examination discloses irregularities on the part of FIRM in which case FIRM shall pay for the examination.

12. INDEMNIFICATION AND INSURANCE: FIRM agrees it will defend, indemnify and hold harmless CITY, its officers and employees against any and all liability, loss, costs, damages and expenses which CITY, its officers or employees may hereafter sustain, incur, or be required to pay arising out of FIRM's negligence related to performance of this Agreement. FIRM further agrees that in order to protect itself as well as CITY under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force lawyers professional liability insurance with a coverage amount of not less than \$1,000,000 per claim.

CITY agrees it will defend, indemnify and hold harmless FIRM, its officers and employees against any and all liability, loss, costs, damages and expenses which FIRM, its officers or employees may hereafter sustain, incur, or be required to pay arising out of CITY's negligence related to performance of this Agreement.

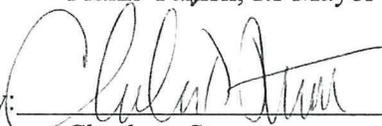
13. CONFLICTS OF INTEREST: FIRM shall use its best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety in representation of CITY. It is the intent of FIRM to refrain from handling legal matters for any other person or entity that may pose a conflict of interest. FIRM agrees not to provide criminal defense services to any person or entity whose case is venued in Kandiyohi County.
14. ATTORNEY-CLIENT PRIVILEGE: FIRM is authorized to utilize email without encryption to transmit and receive confidential client information and to use cellular telephones and other wireless devices for the same purposes. CITY specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.
15. FORCE MAJEURE: Each party shall be excused from any breach of this Agreement which is proximately caused by war, strike, act of God or other similar circumstance normally deemed outside the control of well-managed businesses.
16. GOVERNING LAW: This Agreement is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
17. HEADINGS AND CAPTIONS: Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement.
18. ENTIRE AGREEMENT: This Agreement contains the entire Agreement for legal services between the parties hereto. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
19. MODIFICATION: Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties hereto.

20. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
21. CITY APPROVAL: The City Council has approved FIRM's retainer to provide legal services for CITY during the term of this Agreement. The signing of this Agreement will be ministerial and the FIRM is authorized to commence performing services April 1, 2012 or as sooner directed by CITY.
22. AGREEMENT NOT ASSIGNABLE. Except relating to conflicts of interest and except when Thomas M. Anderson is out of town or otherwise unavailable to provide criminal prosecution legal services, the rights and obligations created by this Agreement may not be assigned by either party.
23. WORK PRODUCTS. All records, information, materials and other work products prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the CITY.

IN WITNESS WHEREOF, CITY and FIRM have executed this Agreement and it is effective on the latest date affixed to the signatures hereto.

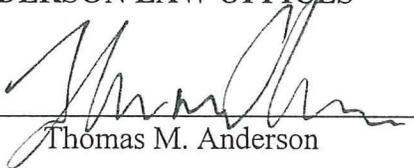
**CITY OF WILLMAR**

By:   
Frank Yanish, Its Mayor

By:   
Charlene Stevens,  
Its City Administrator

Date: 4-2-2012

**ANDERSON LAW OFFICES**

By:   
Thomas M. Anderson

Date: 4-2-2012

## CONTRACT FOR CIVIL CITY ATTORNEY LEGAL SERVICES

THIS AGREEMENT is made and entered by and between the CITY OF WILLMAR, a municipal corporation of the State of Minnesota (hereinafter "CITY"), and FLAHERTY & HOOD, P.A. (hereinafter "FIRM").

### W I T N E S S E T H

WHEREAS, CITY has need for the professional civil legal services with the particular training, ability, knowledge, and experience possessed by FIRM; and

WHEREAS, CITY solicited proposals for civil legal services on January 25, 2012; and

WHEREAS, FIRM submitted a proposal to provide civil legal services to CITY on February 17, 2012; and

WHEREAS, at a duly called regular meeting of the City Council held on March 22, 2012, the City Council of CITY determined that FIRM be engaged as City Attorney with Christopher M. Hood and Robert T. Scott of FIRM serving as primary legal counsel for CITY and directing and authorizing the Mayor and City Administrator to negotiate and execute an agreement between FIRM and CITY setting forth the terms and conditions of the engagement; and

WHEREAS, CITY has determined that FIRM is qualified and capable of performing the legal services as CITY does hereinafter require, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. CITY ATTORNEY APPOINTMENT: CITY appoints FIRM as City Attorney with Christopher M. Hood and Robert T. Scott acting as primary legal counsel for CITY. Christopher M. Hood, as the designated and appointed City Attorney, will perform, supervise and be responsible to CITY for the legal services provided to CITY by FIRM.
  - 1.1 Services Provided by FIRM Attorneys Other Than Hood and Scott. In the event CITY shall not be satisfied with, for any reason, the services provided by a FIRM attorney other than Christopher M. Hood or Robert T. Scott, then FIRM and CITY shall promptly meet to attempt to achieve a resolution to the dissatisfaction. In the event a resolution is not achieved, FIRM shall assign another FIRM attorney to complete the service being provided by the attorney that is unsatisfactory to CITY.

2. AUTHORIZED CITY CONTACT PERSONS: The City Administrator or his/her designated representative shall be the primary contact person between CITY and FIRM to request legal services from FIRM.
3. COUNCIL, STAFF AND OTHER MEETINGS: FIRM and CITY agree to have the City Attorney or his designated representative attend certain City Council, staff or other meetings upon request of CITY.
4. COMMUNICATION: FIRM and CITY will establish a regular communication process between the primary legal counsel and the City Administrator in order to communicate legal issues and discuss timing for FIRM to provide and complete services to CITY.
5. INSTITUTIONAL HISTORY: FIRM shall familiarize itself over time with the City Code and City ordinances and will work with the City Administrator and the Mayor and City Council to develop and expand FIRM's knowledge of CITY's legal issues as well as the history of the community. CITY shall make reasonable efforts to facilitate FIRM's said familiarity.
6. LEGAL SERVICES TO BE PROVIDED. FIRM will provide civil legal services to CITY upon request of the City Council or City Administrator or the City Council's or City Administrator's designated representative.
7. COMPENSATION, BILLING AND PAYMENT PROCEDURES:

7.1. Rates. The following table contains the applicable hourly rates to be billed by FIRM and paid by CITY for civil legal services.

<b>Hourly Fees</b>		<b>2012</b>
<b><i>General Municipal Matters</i></b> All civil legal services provided to the City by Flaherty & Hood not otherwise listed as Other Civil, Litigation or Third Party Reimbursed matters.	<b>Attorneys</b>	<b>\$105/hr.</b>
	<b>Other Legal</b>	<b>\$50/hr.</b>
<b><i>Other Civil Matters</i></b> Advise and represent the City in real estate transactions, and labor relations, employment law and human resources matters.	<b>Attorneys</b>	<b>\$125/hr.</b>
	<b>Other Legal</b>	<b>\$60/hr.</b>
<b><i>Litigation Matters</i></b> Advise and represent the City in all contested matters, where no insurance coverage is otherwise available, including but not limited to: state or federal district court or appellate civil litigation; mediation; arbitration; eminent domain; administrative proceedings before state or federal agencies; and like proceedings.	<b>Attorneys</b>	<b>\$145/hr.</b>
	<b>Other Legal</b>	<b>\$70/hr.</b>

<b><i>Third Party Reimbursed Matters</i></b> Matters where legal services provided to the City by Flaherty & Hood will be reimbursed to the City by a third party. This provision shall not apply to litigation matters.	<b>Attorneys</b>	<b>\$165/hr.</b>
	<b>Other Legal</b>	<b>\$80/hr.</b>
<b><i>Minimum Increment of Time Billed for Services</i></b>		<b>15 min.</b>

7.2. Expenses. Unless otherwise provided herein, in addition to the applicable fees for services rendered to CITY by FIRM, CITY shall also reimburse FIRM for all expenses FIRM incurs in performing services for CITY pursuant to the following schedule:

- Travel time ..... 50% of the applicable hourly rate – When the travel involves more than one category of billable service, the travel time shall be 50% of the lowest hourly rate
- Mileage..... Applicable I.R.S. rate
- Black and white copies..... 15 cents/per page
- Color copies ..... 75 cents/per page
- Fax..... 15 cents/per page
- Westlaw..... As applicable to required usage
- Long distance ..... Actual cost
- Parking ..... Actual cost
- Postage ..... Actual cost
- Messenger ..... Actual cost
- Court costs/fees ..... Actual cost
- Arbitration cost/fees ..... Actual cost
- Contested case costs/fees ..... Actual cost
- Expert costs/fees..... Actual cost

There shall be no charge for email transmissions of any type.

7.3. Billing Procedure. CITY shall pay FIRM for the services rendered by FIRM to CITY and expenses incurred on a monthly basis in accordance with this Agreement. FIRM will submit monthly bills to CITY for services rendered in the prior month in addition to expenses incurred to the date of billing. Bills will include statements itemizing legal services rendered by category for the prior month, along with associated expenses. CITY will pay the bill of FIRM within thirty (30) days or less of its receipt by CITY.

Certain expenses incurred in a respective month may not be known to FIRM until after the monthly bill for legal services has been prepared and mailed to CITY for payment. For example, long distance telephone charges may not be received until after the time for the corresponding legal services has been billed and paid. FIRM

and CITY agree that FIRM may seek reimbursement of expenses in subsequent billing cycles as necessary.

- 7.4. Disputes. In the event that CITY disputes any aspect of FIRM's bill, the City Administrator shall contact Christopher M. Hood at FIRM stating the nature of the dispute. The parties pledge their mutual good faith in resolving any disputes. The amount in dispute shall be held in suspension until such time as the dispute is resolved. The amount held in dispute shall not accrue interest. If a dispute arises with respect to interpretation or implementation of this Agreement, the parties likewise pledge their mutual good faith in resolving such disputes. In the event the dispute is not resolved by the parties within thirty (30) days, both parties agree to promptly submit the dispute to mediation. The parties shall mutually agree on the mediator and each party shall pay half the cost of the mediation.
- 7.5. Interest. Because CITY will be paying FIRM's bills within thirty (30) days from their receipt, no interest will be charged. If CITY determines that it will be necessary to deviate from that payment schedule, then CITY will notify FIRM thereof. An interest rate of eight (8) percent per annum will be charged to CITY if CITY does not pay any bill of FIRM within thirty (30) days or less of its receipt by CITY with such arrangement subject to change as may be mutually agreed between the parties.
- 7.6. Alternative Fee Arrangement. FIRM and CITY may discuss and enter into alternative fee arrangements, including a monthly retainer.
- 7.7. Rate Adjustments. FIRM may adjust its hourly rates or monthly retainer, as applicable, annually with 90 days written notice to CITY.
8. MATTERS COVERED BY INSURANCE: CITY will be responsible for submitting claims for insurance coverage to various insurance carriers. FIRM shall assist CITY in representing its interests before the insurance carrier and in selecting legal counsel should the insurance carrier request CITY'S assistance in selecting counsel.
9. TERM AND TERMINATION: This Agreement shall commence March 19, 2012 or as sooner directed by CITY and shall continue in effect until such time as either party terminates this Agreement. This Agreement may be terminated by CITY at any time or by FIRM upon 90 days written notice, provided however, that FIRM's termination of this Agreement shall be governed by Rule 1.16 of the Minnesota Rules of Professional Conduct. CITY shall pay FIRM for the work performed prior to the effective date of termination based upon the payment terms of this Agreement. On or about December 31 of each year, the parties may at their option mutually evaluate the usage of legal services during the prior year of this Agreement in order to evaluate usage and identify areas where modification in the parties' relationship may be mutually beneficial.
10. NOTICE: Any notices required under the provisions of this Agreement shall be in writing and sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, as follows:

- 10.1. Notice to CITY shall be mailed or delivered to City Administrator, City of Willmar, 333 SW 6<sup>th</sup> St., P.O. Box 755, Willmar, MN 56201.
- 10.2. Notice to FIRM shall be delivered to Christopher M. Hood, Flaherty & Hood, P.A., 525 Park Street, Suite 470, St. Paul, MN 55103.
11. STATUS OF FIRM AS INDEPENDENT CONTRACTOR: FIRM shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for in this Agreement. No statement contained in this Agreement shall be construed so as to find FIRM to be an employee of CITY. FIRM 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. FIRM acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due FIRM and that it is FIRM's sole obligation to comply with the applicable provisions of all federal and state tax laws. FIRM shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. FIRM is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.
12. DATA PRACTICES: All data collected, created, received, maintained or disseminated for any purposes by the activities of FIRM because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. This paragraph does not create a duty or any obligation on the part of FIRM to provide access to public data to the public for inspection or otherwise if the public data are available from CITY.
13. AUDITS: Pursuant to Minn. Stat. §§ 6.551 and 16C.05, subd. 5, FIRM agrees that CITY, the State Auditor, or any of their duly authorized representatives, may examine any books, records, documents and the accounting practices and procedures of FIRM. If either CITY or FIRM requests that the State Auditor conduct such an examination, then CITY shall be liable for the costs of the examination unless such examination discloses irregularities on the part of FIRM in which case FIRM shall pay for the examination.
14. INDEMNIFICATION AND INSURANCE: FIRM agrees it will defend, indemnify and hold harmless CITY, its officers and employees against any and all liability, loss, costs, damages and expenses which CITY, its officers or employees may hereafter sustain, incur, or be required to pay arising out of FIRM's negligence related to performance of this Agreement. FIRM further agrees that in order to protect itself as well as CITY under the indemnity provision set forth above, it will at all times during

the term of this Agreement keep in force lawyers professional liability insurance with a coverage amount of not less than \$1,000,000 per claim.

CITY agrees it will defend, indemnify and hold harmless FIRM, its officers and employees against any and all liability, loss, costs, damages and expenses which FIRM, its officers or employees may hereafter sustain, incur, or be required to pay arising out of CITY's negligence related to performance of this Agreement.

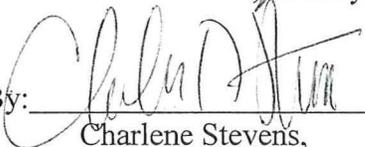
15. CONFLICTS OF INTEREST: FIRM shall use its best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety in representation of CITY. It is the intent of FIRM to refrain from handling legal matters for any other person or entity that may pose a conflict of interest.
16. ATTORNEY-CLIENT PRIVILEGE: FIRM is authorized to utilize email without encryption to transmit and receive confidential client information and to use cellular telephones and other wireless devices for the same purposes. CITY specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.
17. FORCE MAJEURE: Each party shall be excused from any breach of this Agreement which is proximately caused by war, strike, act of God or other similar circumstance normally deemed outside the control of well-managed businesses.
18. GOVERNING LAW: This Agreement is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
19. HEADINGS AND CAPTIONS: Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement.
20. ENTIRE AGREEMENT: This Agreement contains the entire Agreement for legal services between the parties hereto. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
21. MODIFICATION: Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties hereto.
22. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
23. CITY APPROVAL: The City Council has approved FIRM's retainer to provide legal services for CITY during the term of this Agreement. The signing of this Agreement will be ministerial and the FIRM is authorized to commence performing services April 1, 2012 or as sooner directed by CITY.

24. AGREEMENT NOT ASSIGNABLE. Except relating to conflicts of interest, the rights and obligations created by this Agreement may not be assigned by either party.
25. AGREEMENT NOT EXCLUSIVE. Notwithstanding this Agreement, CITY retains the right to hire other legal representation for CITY for any legal matter, which FIRM has a conflict of interest or which is not covered under the scope of this Agreement or for which CITY chooses to use other legal representation such as, but not limited to, issuance of bonds, cable franchising issues, employment law and employee relations. CITY will discuss with FIRM its intention to hire other legal counsel on a matter and will seek input and advice from FIRM regarding selection of an attorney.
26. WORK PRODUCTS. All records, information, materials and other work products prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the CITY.

IN WITNESS WHEREOF, CITY and FIRM have executed this Agreement and it is effective on the latest date affixed to the signatures hereto.

**CITY OF WILLMAR**

By:   
Frank Yanish, Its Mayor

By:   
Charlene Stevens,  
Its City Administrator

Date: 4-2-2012

**FLAHERTY & HOOD, P.A.**

By:   
Christopher M. Hood

Date: 4/9/12



November 6, 2013

Charlene Stevens, City Administrator  
 City of Willmar  
 333 SW 6<sup>th</sup> Street  
 P.O. Box 755  
 Willmar, MN 56201

**Re: City of Willmar Request for Proposals for Legal Services**

Dear Charlene:

Effective January 1, 2014, please see below Flaherty & Hood, P.A.'s respective hourly rate schedule for providing civil legal services to the City of Willmar (City) for 2014.

<b>Hourly Fees</b>		<b>2014</b>
<b><i>General Municipal Matters</i></b> All civil legal services provided to the City by Flaherty & Hood not otherwise listed as Employment and Real Estate, Litigation or Third Party Reimbursed matters.	<b>Attorneys</b>	<b>\$115/hr.</b>
	<b>Other Legal</b>	<b>\$65/hr.</b>
<b><i>Labor Relations, Employment* and Real Estate Matters</i></b> Advise and represent the City in real estate transactions, and labor relations, employment law and human resources matters. *As a CGMC member city, the first 25 hours of service on any public labor relations or employment matter is billed at \$115/hr.	<b>Attorneys</b>	<b>\$135/hr.</b>
	<b>Other Legal</b>	<b>\$75/hr.</b>
<b><i>Litigation Matters</i></b> Advise and represent the City in all contested matters, where no insurance coverage is otherwise available, including but not limited to: state or federal district court or appellate civil litigation; mediation; arbitration; eminent domain; administrative proceedings before state or federal agencies; and like proceedings.	<b>Attorneys</b>	<b>\$155/hr.</b>
	<b>Other Legal</b>	<b>\$85/hr.</b>
<b><i>Third Party Reimbursed Matters</i></b> Matters where legal services provided to the City by Flaherty & Hood will be reimbursed to the City by a third party.	<b>Attorneys</b>	<b>\$175/hr.</b>
	<b>Other Legal</b>	<b>\$95/hr.</b>
<b><i>Retainer</i></b> - Flaherty & Hood, P.A. is also willing to negotiate a monthly retainer to supplement or supersede the above arrangement if that is the City's preferred fee arrangement.		

Charlene Stevens, City Administrator  
City of Willmar  
November 6, 2013  
Page Two

We have very much appreciated the opportunity to work with you and the City Council over the past year and look forward to continuing to provide legal services for the City in 2014 and beyond.

Should you have any questions or require additional information, please do not hesitate to contact me at (651) 225-8840 or via email at [cmhood@flaherty-hood.com](mailto:cmhood@flaherty-hood.com). Thank you.

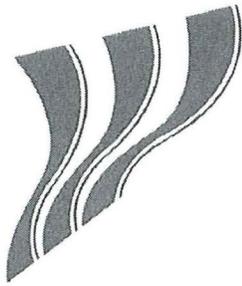
Very truly yours,

FLAHERTY & HOOD, P.A.

A handwritten signature in black ink that reads "Chris Hood". The signature is written in a cursive style with a large initial "C" and "H".

Christopher M. Hood

CMH/ch



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

**Agenda Item Number:** 5

**Meeting Date:** January 28, 2015

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:**

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

**Originating Department:** Administration

**Agenda Item:** Workforce Planning

**Recommended Action:** Receive for Information.

**Background/Summary:**

Councilmember Ahmann requested that this item be placed on the agenda. Copies of the most recent workforce planning document are attached.

**Alternatives:** n/a.

**Financial Considerations:** n/a

**Preparer:** Charlene Stevens, City Administrator

**Signature:**

**Comments:**

interoffice  
MEMORANDUM

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**to:** Department Directors  
**from:** City Administrator Michael Schmit  
**subject:** WORKFORCE PLANNING  
**date:** October 5, 2007

I am in the process of taking the first steps in preparing the City for workforce shortages (in certain areas) and retirements (particularly key management positions). The League of Minnesota Cities has provided a model from which to work from, and I am asking for your participation by conducting a departmental analysis. I have enclosed the model for your use in working through the process.

The Public Employees Retirement Association claims that 37 percent of City employees are over age 50 (excluding police and firefighters). That compares to 48 percent in Willmar. This is something we need to pay attention to. Of equal concern to me is the number of planned retirements in the next few years, many of which will be in upper management and supervisory levels (including police and fire).

The enclosed information will help you address five major steps in the planning process:

1. Problem Identification. Identify the problem in your department (which jobs in your department are likely to experience retirements in the next five years).
2. Reinvention/Retooling. Are there other ways of getting the job done - other than hiring new workers?
3. Employee Recruitment. Are our recruiting and hiring practices and procedures adequate to find quality candidates? What suggestions do you have for improvements?
4. Employee Retention. What can we do to provide a more attractive work place - one that might even encourage later retirements?
5. Knowledge Transfer. How do we make sure new hires have access to the knowledge of retired employees? This will be particularly important in those departments where successors are not likely to come up through the ranks.

I will compile all Department Director comments, ideas, suggestions and recommendations into one comprehensive workforce plan. I would like to complete my work by year end. Thank you for your cooperation.

## Introduction

The projected workforce shortage associated with the retirement of the Baby Boomers poses two major problems for most cities. First, the city must decide how to cope with the loss of the city's workers (i.e., how to get the work done). Generally, cities are looking at solutions associated with figuring out different ways to do jobs, or increased and more broadly focused recruitment efforts, and at changing employment policies to attract and retain workers. Second, the city must decide how to cope with the loss of organizational knowledge and history that the city's workers take with them (i.e., the knowledge about how to get the work done efficiently and effectively). This means making sure that there are mechanisms in place for a "knowledge transfer."

This memo discusses the questions that cities should be asking in order to determine possible solutions to these problems. However, it is not intended to provide all of the answers that your city will need in order to effectively deal with the upcoming workforce shortages. Instead, it should be viewed as a "starting point" for cities to begin the planning process. The League will be developing more tools, templates and samples over time, and we welcome ideas, suggestions and models from our member cities.

## Identifying the Problem

Addressing some key questions will help the city identify its own unique situation and the challenges associated with the changing demographics of the city and its workforce. While the questions may vary somewhat by city and by region of the state, there are a number of common questions that will apply in almost every city:

- ***Which employees are likely to retire in the next five years?***
  - How many of these individuals are key leaders/managers?
  - How many of these individuals have specialized technical knowledge?
  - How many of these individuals are in the same job class and/or same department?
  - What does our recent history say about our ability to recruit for these jobs?
  
- ***How will our workforce be different in five years?***
  - Which generations will still be working? Which will be retiring? Which will be coming into the workforce? What are the characteristics of each of these generations?
  - How will the racial and ethnic backgrounds differ from today?
  - How will the gender balance differ?
  - How will educational backgrounds be different?
  - How will work preferences be different (e.g., working from home, flexible hours, etc.)?
  
- ***How will our human resources needs be different in five years?***
  - What role will technology play? Will it be able to replace some workers? Will we need a higher level of training in technology? Will we need to replace our technology in order to attract and retain new workers?

- How do the city's growth and development patterns play a role in human resources needs?
- How will the city's demographics play a role in human resources needs? (e.g., older populations requiring different city services and housing?)
- ***What should we be doing now to prepare for our changing needs and changing workforce?***
  - What strategies should we employ? What are some possible solutions to workforce shortages and changes? Do the solutions require outside assistance or legal authority?
  - What are the constraints against implementing strategies? What are some possible solutions to those constraints?
  - How can we match the skills of our current and future employees with our needs as an employer?

Getting the city's top leadership (e.g., city council, city administrator, department heads) together to talk about these issues is a good way to start answering some of these questions and thinking about possible solutions.

Another approach is to assign the above questions to each department manager to address within their respective departments and bring possible solutions to the City Council and/or City Administrator/Manager for further consideration.

### **Identifying Strategies, Solutions, Challenges and Constraints**

Once the city has identified the unique problems it will be facing with regard to the workforce shortage, the next step is to identify some possible strategies and solutions for addressing the problem. These strategies are likely to fall into one of four major categories, each of which is discussed at greater length in the following pages:

1. **Reinvention/Retooling** (*considering ways other than hiring new employees to get the job done*)
2. **Recruitment** (*increased and more broadly focused efforts to hire new workers*)
3. **Retention** (*ways to keep the workers that the city currently has or the new ones it hopes to attract in an increasingly competitive job market*)
4. **Knowledge Transfer** (*making sure that the knowledge your workers have about the best ways to get the job done stays with the organization after the workers retire*)

### **Reinvention/Retooling**

After identifying the job classes, departments, and key leadership positions that are likely to be vacant in the near future, the city can start analyzing how best to address the vacancy. Probably the first question to ask is, "Is it possible that the city could decide to discontinue this service?"

*Example. The city is currently providing a fall leaf-removal service for residents, and the primary person in charge of it is getting ready to retire. The city may want to ask itself, “Is this a core service?” “Is this service of high importance to our residents?” “Are there other entities – public or private – that already provide this service?” “What would happen if we discontinued this service as far as liability, public relations, legal compliance, etc?”*

If the service is determined to be essential, then the next question that the city may want to ask is, “Are there any other ways to accomplish this service for our residents?”

*Example. The city employs its own City Assessor, and she is retiring in three years. Assessments can’t be discontinued entirely; they are needed to determine property taxes. However, is there another way to accomplish this service for city residents? Will the County be willing to handle assessments for the city and, if so, how much would they charge? Could the city hire an outside consultant to do the assessments? Should the city consider a joint powers arrangement or consider sharing an employee with another city?*

If contracting out doesn’t seem to be a good option, another option might be to consider some non-traditional approaches such as:

- Splitting up jobs

*Example. The City Engineer retires and is hired back on a part-time basis with no supervisory duties; all supervision is assigned to a different department director or to a lower level supervisor.*

- Teamwork (several different departments join together to accomplish various aspects of a job)

*Example. The Fire Marshall retires and the various duties are re-assigned to the Fire Chief and the Building Inspection Department.*

- Using volunteers

*Example. The city is unable to recruit a sufficient number of parks maintenance workers to maintain the city’s parks. The city establishes a volunteer program in which the city’s garden club takes over flower planting and other duties for all city parks.*

- Working outside of job class

*Example. The city is unable to recruit a utility billing clerk with an appropriate level of computer skills. However, there is a part-time public works employee who is very good with computers. The city hires and trains the public works employee to handle utility billing duties on a part-time basis and public works duties on a part-time basis.*

The League of Minnesota Cities conducted a recent survey of our member cities. One question asked cities whether they have made or are considering making changes to the services they provide due to challenges brought on by the aging of the workforce. Approximately 74 percent of the cities that responded indicated they have not made any changes and do not plan to make any changes to the services they provide due to the aging of the workforce. Among the cities who did anticipate making changes, one of the changes that was most commonly indicated was that cities plan to contract out services to third-party vendors.

## **Recruitment**

For some job classes, the city will conclude that strengthening its recruitment efforts is the best approach. Assessing the city's current recruitment efforts and determining where they can be improved is the first step in this process. The city should ask itself:

- *In which job classes are we likely to have problems recruiting?*
- *What currently works well (and not so well) with our recruitment efforts?*
  - Do we track where applicants come from – e.g., newspaper ads, the web, postings at city hall, job fairs, word-of-mouth, etc.? What do these statistics tell us about where best to spend our efforts?
  - Do we poll our recent hires to find out what they did and didn't like about recruitment process? Do we survey candidates who did not get the job to see what they think?
  - Does our recruitment process take a long time to complete?
  - Do we lose candidates along the way? If so, how do we lose them (e.g., finding other jobs, insufficient starting pay, insufficient benefits, etc.)?
  - Does anything about our process (application procedures, minimum requirements, interviews, testing procedures, etc.) discourage candidates from applying?
- *What do we need to change in order to recruit the next generation of workers?*
  - More technological approaches
  - Offer telecommuting options
  - More flexibility in scheduling
  - Reduce the emphasis on "face time"
  - Overcome negative public perceptions of government work as boring and bureaucratic
  - Salary and benefits
    - What's good about our salary and benefits?
    - What's missing?
    - What could be improved?
  - Marketing efforts – what does the city offer that we can "sell" to applicants?

## **Retention**

Retaining good, well-trained, experienced employees goes hand-in-hand with ramping up the city's recruitment efforts. What can the city do to ensure that it is able to keep good employees

longer? To address this question, the city should examine similar questions to those addressed with regard to recruitment:

- *What are our current “problem” job classes?*
- *What do we see as likely problems for the future?*
- *What currently works well (and not so well) as far as retention efforts? Why do long-tenured employees stay at the city? What motivates those who leave to do so?*
  - Does the city conduct employee surveys to find out what employees like and don’t like about working for the city?
  - Does the city conduct exit interviews to find out why people leave?
  - Is our compensation competitive with the market? Does the city conduct periodic market studies? Can an employee be hired by a neighboring city or the private sector and immediately make more money?
  - Is the city’s insurance benefit structure competitive? How much do our employees pay for insurance vs. other employers? Have we covered all of the bases – disability insurance, health, dental, life, long term care?
  - Is job stability something that the city could promote? Does the city have a record of few or no layoffs in the past ten years?
  - How is the city’s work environment? Are supervisors well-trained in getting the best performance from their employees? Does the city promote a respectful environment? How are council-staff relations? Does the city address problems up-front or allow them to go unaddressed?
  - Is the city’s top leadership perceived to be strategic and insightful? Does the city spend time and effort thinking and planning for the future?
  - Does the city spend time, effort and money on professional development for its staff? Do employees believe that they will be supported if they try to grow professionally?
  - Are employees and leaders dedicated to public service and to top-notch customer service?
  - Does the city spend time and effort on employee communications? Do employees understand the city’s mission and goals?
- *What do we need to change in order to retain the next generation of workers? To get those nearing retirement to think about staying? To attract a more diverse workforce?*
  - Has the city thought about setting up a “phased retirement” option for employees nearing retirement? (For example, one approach to phased retirement occurs when employees gradually reduce the number of hours they work over the last few years before retirement.)
  - Has the city considered using retired employees as volunteers or on a contractual basis? Or, could the city rehire retired employees in new jobs?

- Has the city considered an outreach to culturally diverse populations? (e.g., recruitment fairs, advertising in newsletters, postings at community centers, offering internships or cadet programs, etc.)
- Does the city's salary plan move Generation Xer's up fast enough? Should the city consider putting more dollars into the first few steps of the salary range? Should the city consider an alternative reward system – e.g., performance based awards, etc.? Does the city give them significant job duties with room for expansion?

## **Knowledge Transfer**

Even if the city is able to recruit new workers, it is bound to lose institutional “know-how”, history and valuable working relationships as long-term employees retire and leave the city.

In a recent survey conducted by the League of Minnesota Cities, more than one-third of cities indicated they currently have no knowledge-transfer system (from retirees to remaining employees) in place. Of the cities that do utilize a knowledge-transfer system, nearly one-quarter of cities indicated they use documentation methods in order to ensure knowledge-transfer from retirees to remaining employees. Approximately 23 percent of cities indicated they use cross-training methods in order to ensure knowledge transfer. Some of the additional knowledge-transfer techniques used by cities included: hiring new staff while retiring employee is still in place (14.8 percent), succession planning (6.2 percent), and having the ability to contact the retired employee for questions (4.8 percent).

What should the city be thinking about now to minimize the loss of knowledge with the loss of the employees? The following checklists provide some guidance to cities trying to answer this question.

- ***Which job classes require extensive technical knowledge?***
  - Should the city consider implementing “work team” and “project partner” approaches to ensure that newer staff have opportunities to learn from more experienced staff?
  - Should the city consider a “job shadowing” program – giving employees the opportunity to “shadow” someone in a key position to learn more about the job and help prepare them for promotional opportunities?
  - Should the city consider a formal “mentoring” program?
  - As part of a “phased retirement” approach, should the city consider overlapping positions and duties for a period of time?
  - Has the city considered requiring key employees to write “desk manuals” about how to do their jobs in their absence?
- ***Which job classes require extensive institutional history?***
  - Has the city made efforts to capture institutional history in data bases or by other means and make the information easily retrievable?
- ***Which job classes require extensive external relationships in order to get the job done? Or excellent internal relationships?***

- Has the city considered a formal program to get employees with key external or internal contacts to formalize that information in a data base or “desk manual?”
- ***Have we considered how to communicate with our employees about this knowledge transfer in a way that will not raise “territorial” or personality issues, such as:***
  - Educating key decision-makers and influential staff (City Council, department heads, top management staff, union leadership, etc.)
  - Addressing “generational” concerns (i.e., talk to staff about how different generations prefer that knowledge transfer occur and ensure that there are a variety of different ways to make it happen so that each person can find a comfort zone)
  - Addressing strong personality issues (if there are staff that are known to be particularly resistant to knowledge transfer, work with them individually to smooth the path)
- ***Have we considered how to ensure that spreading out the responsibility for various programs (through increased teamwork, shadowing, mentoring, project-partners, etc.) does not result in a situation where no one is in charge and no one is taking responsibility for the work?***
  - Clear “bottom line” responsibility and decision making
  - Clear messages about what is expected of each employee and who will be held accountable
- ***Have we considered ways to use external sources to assist with knowledge transfer:***
  - Use of neighboring cities as resources (for example, the City Clerk retires and can’t be reached to ask a question, the city could call a neighboring city clerk for help)
  - Encouraging city staff to join professional associations for city clerks, finance officers, city engineers, human resources directors, etc.
  - Newer city staff can join e-mail list-servs to ask and answer questions from employees with similar interests and backgrounds in other cities throughout the state (for example, City Clerks, City Attorneys, and City Engineers all have list-servs established through the League)
- ***For cities that have unions:*** Have we considered union-related issues like out-of-class pay and seniority issues?

### **Other Considerations**

The city will also want to assess any proposed solutions with regard to workforce planning as they relate to legal requirements and liability issues such as the following:

- Workers Compensation (e.g., telecommuting issues, job-sharing issues)
- Equal Pay Act and Pay Equity (i.e., the more jobs and duties are shared, the more complicated it can be to address these issues)

- Liability Issues (experimenting with new job duties or hiring less experienced workers can mean increased training requirements and safety issues)
- Unemployment Insurance (whenever jobs are eliminated or hours reduced, this can come into play)
- Age Discrimination in Employment Act (the more the city is using older workers, the more likely that these issues could arise)

## WORKFORCE PLANNING

### Problem Identification

Breaking the subdivisions of the City Clerk-Treasurer down to City Clerk, Assessing, WRAC-8 and Elections it is easy to assess the workforce challenges in every department except WRAC-8 with the next 5 year period ending December 31, 2012. The current staff are listed for each department with their respective dates of birth, dates of hire, and anticipated retirement dates.

<b>Employee Name</b>	<b>Date of Birth</b>	<b>Date of Hire</b>	<b>Anticipated Date of Retirement</b>
<b>City Clerk-Treasurer</b>			
Kevin Halliday		03/15/1978	03/15/2011
Deborah Stulen		12/09/2002	03/01/2033
<b>Assessing</b>			
Pat Erickson		11/16/1977	11/01/2011
Judy Thompson		11/03/1988	04/01/2018
Sue Torison		04/24/1995	02/01/2009
Krista Krupa		11/01/2004	02/29/2044
<b>WRAC-8</b>			
Rudy Vigil		09/05/1989	10/01/2021
David Hillenbrand		10/13/2006	05/11/2043
<b>Elections</b>			
Audrey Peterson		05/05/1983	01/01/2012

[The above listed dates of birth are private data and are submitted to the City Administrator for proper analysis of the workforce. Under no circumstances is the private data to be distributed to elected officials or any other staff member.]

In the list of the above employees the City Clerk-Treasurer, City Assessor, and Administrative Assistant are key leaders. Also listed with the retirement of the City Assessor is an Appraiser who has a specialized technical knowledge and our recent history and inability at the county level to recruit for that job description poses challenges. In a rudimentary review of the workforce of the City Clerk subdivisions I can

foresee significant changes in key employees of every category in the next 5 years with WRAC-8 being the only exception.

#### A) Racial and Ethnic Background

The different racial and ethnic backgrounds in Willmar affect various industries throughout the retail and manufacturing areas but I doubt the post high school training efforts by local minorities will inject minority employees into the government specialized or technical knowledge areas. The City of Willmar lacks the drawing power to seduce metro minority employees with the technical skills because of low starting salaries.

#### B) Gender Balance

The gender balance could change in the next 5 years as the City Clerk position is predominately female across Minnesota and the necessity to hire a clerk with experience for a city this size is paramount. The City Assessor vacancy would most likely be filled from within and the internal advancement opportunity would leave a clerical / assessing assistant vacancy that would be filled with a female, thus perpetuating the female dominated Assessing staff. WRAC-8 staff is stable today with younger staff members that are not yet focused on their retirement dates. The main election staff, the administrative assistant, has a high probability of retiring within or at the end of this 5 year study period. Those job functions will be addressed in the write-up of retooling or better stated "other ways of getting the job done."

#### C) Role of Technology

The role of technology, interestingly enough, could play a major roll in the election activities as state staff are watching technology unfold that would securely allow voters one (1) vote by internet access from a home computer. Doubts are certainly raised that the technology would be ready within the five year period of this study, but the day will come whereby voting polls are not used and election judges and their training would not be necessary. Information technology will always advance and play an important role in government, but I can not conceive that it will replace workers, simply challenge management to increase the level of new technology training.

## **Reinvention / Retooling**

Every vacancy, whether caused by a retirement, advancement, or simply a staff member moving on to new employment, offers an opportunity to analyze how best to address the vacancy. Of the four subdivisions of the City Clerk-Treasurer, only WRAC-8 local access television services could be said to not be a core service. However, that may not be a statement of “reality” as we commonly hear comments of citizens watching the council meetings with absolute dedication to the Monday night time slot. Could the City Council politically choose to not sustain open government through the local access channels-doubtful!

With the departure of the City Clerk by retirement that core service of administrative assignments could be rearranged by various tasks but the likely hood of transferring all job duties without the hiring of a full time employee is not fathomable. The opportunity to reconsider methods of handling human relations or insurance services could be reassigned to others but not outsourced completely and so recruitment of an experienced city clerk from a smaller community might be the better option to combat the details of elections and LMCIT insurance services. The recruitment of a business management (or administration) graduate with a few years of experience would be sufficient for investment / portfolio management and treasury duties but would present a considerable shortfall in the election field. The chief concern is that the staff member completing significant number of election tasks will be retiring just shortly after the city clerk and the knowledge of the election process lies solely with those individuals.

The City Assessor vacancy by retirement in 2011 will most likely be addressed by advancement of existing staff members. The Appraiser II employee would be given the opportunity to meet the State of Minnesota Department of Revenue criteria for City Assessors with a one (1) year time frame.

City Administration reviewed an option to have the whole staff in the Assessing Department transferred to the County Offices in an effort to minimize overlapping job

duties and to increase efficiency with a greater volume of appraisal tasks. Unfortunately that proposal to transfer staff was predicated on the transfer of all records, maps, and data. The proper collection of data and the subsequent access to that data by other city departments led those respective department directors to conclude that greater deficiencies would be encountered in the zoning, planning, and engineering fields without immediate access to current maps and records. That conclusion will most likely stand firm for several years unless mapping and data record technology becomes advanced to a point that all needed records are electronically at the fingertips of the engineering and planning staff members.

Election year processes center on two points, voting equipment programming and coordination of election judges. As a general statement, election judges are part-time, temporary staff in the age group of 55 years of age and older. City staff recruit and assign nearly 75 judges to the various voting precincts. All the necessary written correspondence and telephone contacts required to coordinate this every other year event could be either transferred to other city staff or outsourced to another temporary employee or administrative firm.

The WRAC-8 local access television studio is an off site department that acts like a self proprietary retail business. It rarely interacts with other city departments except in an occasional video taping of a department activity or meeting with information technology staff members to update equipment or fix problems. The assignment of job duties could not be conducted due to its uniquely specialized job tasks and knowledge base and its off-site location. Should a new city hall ever be constructed with an attached television studio, consideration could then be given to assigning some of the more routine scheduling and clerical / administrative tasks. Until that time all vacancies would need to be filled immediately to maintain the ongoing production volume. As discussed earlier it is not a core service. Attempts to strip away the authority of local governments to receive fees for right-of-way usage have been mounted from several sources both federally and at the state level. Should those attempts ever become law the council would be challenged to tap reserves until exhaustion or to levy taxes to perpetuate the **peg** programming.

Reinvention of the way public, educational, and government programming is conducted at the WRAC-8 studio is critically limited without a new facility joining other city departments and that is highly unlikely within the 5 year time frame of this study.

### **Employee Recruitment**

In the City Clerk departmental components recruitment concerns seem limited to the Assessing Department only, as past recruitment efforts at the county level and statewide concerns have not addressed the shortfall in the number of qualified appraisers. Applicants with state certified credentials are lured to the metro area leaving a void in out state Minnesota. The State of Minnesota Department of Revenue has recognized this fact and correspondingly set a three (3) year time period from the date of hire to completion of the State Certified Appraising program for all new hires. This allows new employees to begin with minimal education and stay employed all while working through the system. Only the City Assessor position requires the attainment of the Senior Accredited Appraiser credentials within a one (1) year time period.

The City Clerk position has a statewide recruitment advantage within the Municipal Clerks and Finance Officers Association as all municipal vacancies are shared quickly via the MCFOA newsletter and email postings. The likelihood of recruiting a new City Clerk from a mid sized city is high. With 854 cities in Minnesota, surely a dozen, non-metro, applicants could be lured to Willmar with the existing salary range.

Concerns are always present that a vacancy in the local access television field might pose problems with the low to mid salary range offering of the city. Meeting the salary demands of the technology fields appears to be solvable and raises no critical emergencies and if problematic, extra statewide recruitment efforts will fill all vacancies.

Recruiting quality applicants for the Administrative Assistant position is always a concern, however, I think the election tasks may need to be redistributed at the time of

filling a vacancy as the shire volume of work in service to the City Administrator could be overwhelming for a new hire.

The City's recruitment efforts rarely track where applicants made their initial contact and therefore, no statistics are available to ascertain where to spend the greatest efforts. Local newspaper ads, web posting and individual professional associations seem to be the recruitment avenues of success. Job Fairs have not been attended by city staff because we only hire by posted vacancy and the ongoing demand is not present at the time of the job fair.

If the city was forced to make a significant change in our routine office work environment in an effort to recruit the next generation of workers, one consideration could be to offer telecommuting to an appraiser. Pursuant to the hiring of the fourth assessing department employee (the Clerk Appraisal Assistant), sufficient "face time" for the public could be achieved by the other three employees and one of the appraisers could conduct onsite appraisals and upload appraisal information from a home computer. As a general statement, however, most municipal jobs require in office time to meet with the public one-on-one. Perhaps the better offering to new recruits is schedule flexibility.

### **Employee Retention**

To properly address the need for retention you must first identify the current "problem" job classes. It is evident by the longevity of the employees in the four subdivisions of the City Clerk-Treasurer that no problem job classes exist. The job duties of the department are affected by the problem area of retaining Information Systems Technicians but that would better be addressed by the Data Processing Director.

Public Employees benefited by the PERA retirement system rarely consider retention proposals after they qualify for one of the many retirement payout options. However, with the rising cost of hospital-medical insurance, proposals to implement a city wide phased retirement program "whereby qualifying retirees gradually reduce the

number of hours they work over the last few years before retirement” could be beneficial. The average weekly work time could not be reduced below the 20 hours per week health insurance qualification threshold, but at that level potential employees could avoid the heavy cost of insurance while helping the city maintain continuity of its programs and knowledge base.

### **Knowledge Transfer**

This study has identified pending retirements within five years of three key personnel in the City Clerk-Treasurer subdivisions. Obviously, with tenures nearing 30 years for all three individuals, a wealth of knowledge needs to be transferred from the retirees to remaining employees or newly hired replacements. In passed years all employees documented many of their assigned tasks and most of the employees have updated those documents in recent months. Efforts should be made to update the documentation of all tasks performed by each employee including updating the information storage location of documents since the city made changes from the I: drive to the W: drive.

Rarely does the city hire replacement staff while retiring or departing employees are still in place, but efforts should be firmly planted in the mindset of all retirees to provide the City Administrator with a long range advance notice of a pending retirement. With fore knowledge of a retirement date, department heads should be encouraged to budget for overlapping employment of the retiree and replacement employee.

Even considering employment overlaps, it is imperative that pending retirees make the extra effort to document, document, and document. Past histories of programs, procedures and people should be kept current. Retirees should be encouraged to introduce the replacement employees to the outside contacts that make each job run smoother as a sign of “handing over the reigns” so that the outside contacts continue to deliver their services to the city in a competent manner.

# Plan B – Procedures to Follow in the Absence of the City Clerk

## City Clerk Treasurer

Serves as department director with primary responsibility for departmental administration and coordinating city-wide programs in the areas of human resources, assessing, local access television, elections, records retention, licenses and permits, risk management, safety and treasury. Develops and implements the City's investment program and monitors cash flow. Maintains insurance records, and official City documents. Assumes authority for administrative oversight as delegated by the Administrator. This position is responsible for making recommendations to the Administrator and the City Council for matters affecting the Clerk's Department, including issues that might have a city-wide impact.

### ESSENTIAL FUNCTIONS

#### **Monitor daily receipt of revenues for code compliance, deposit receipts in local banking institution.**

Compile the daily deposit slip for Heritage Bank account 00 317 2 and deliver the cash/coin/checks to a teller. Balance the daily deposit with the cash register receipt print out in roll form and the AS 400 ACS Financial System daily receipts print out. Initial the daily print out upon review of totals, vendor name, code and amount and submit to the Finance Department. Enter daily cash receipts amount in the CashBalance.xls file located at G:\Departments\Clerk\CashBalance.xls protected by password "Cash".

#### **Select prudent investment options for all available funds. Place bids with selected brokers/dealers to maximize interest earnings while complying with all investment statutes and local policies. Maintain inventory of investment assets.**

The portfolio details are kept in the "Investments.xlw" file located at H:\KEVIN\My Documents\Work\Investments.xlw. The bidding for purchasing federal agencies and commercial paper is conducted by contacting the list of brokers on the worksheet titled "Bids". Treasurer duties require matching the investment length to planned cash flow needs straddling both the maturity dates and the call dates to assure timely return of principal to meet payroll and accounts payable entries. The investment policy limitations of 40% investment in the type of agencies and the broker/dealer firm are monitored by listing investment purchases in the worksheet titled "Port(folio) Type" and "Port Inst(itution)". The post bid transaction will require calling Heritage Bank NA staff to monitor incoming wire and place an outgoing wire to the winning broker/dealer firm. Any changes in wire instructions must be delivered to bank staff in writing and the current list can be found at G:\Departments\Clerk\Receptionist\Investments\Wire Instructions.doc. Currently a city check must be delivered to the bank by 4:00 pm of the day the phone order for the wire was placed. A check will be processed only after supplying the Finance Department with a: 1) bid tab, 2) investment purchase order from the "New Issue Sec" or "Com" worksheets, 3) roster of investments from the worksheet "Port Type" and 4) a roster of the dealers from worksheet "Port Inst". List new purchases in the roster of Investments maintain in the worksheet "Current".

**Monitor staff job tasks to ensure goals are met.** Audit staff cash drawer weekly to assure \$100 starting cash balance is correct. Audit parking ticket receipt system quarterly to assure proper procedures are followed. Check voided tickets to assure that only the Police Chief, Police Captain, or City Administrator have authorized the void.

**Initiate hiring process within affirmative action guidelines for most job openings.** Pursuant to a Job Order for a replacement position or a new job classification, prepare a file by job title. Include the job description located at W:\Willmar\Job Descriptions and prepare a Union posting memo, samples located and maintained at G:\Departments\Clerk\Jobs\Jobs.xlw. Post job opening in respective Union for seven working days. If no applications were received from a union employee, prepare an advertisement for the West Central Tribune and

other appropriate media sources (dependent upon job specialty or minority status). Fax ad to WC Tribune and prepare to place similar ad electronically at the Minnesota Workforce Center website

**Oversee the Risk Management Program, assessing city risks, identifying hazards, taking appropriate steps to mitigate losses and managing the claims filed for all losses incurred by the city.** The city currently addresses risks through a dual process of 1) assigning large losses to the League of Minnesota Cities Insurance Trust (LMCIT) by the purchase of several policies and 2) assuming the risk through a funded Insurance Deductible Fund. Pursuant to a loss of any nature, the reporting of claims is conducted electronically at the carrier's website [www.lmnc.org](http://www.lmnc.org). Log on to the site using the user name "willmar" and password "kevin.h". Complete the claim details as listed, send to LMCIT as directed and save the claim details in G:\Departments\Clerk\Insurance

**Write annual risk management insurance specifications for bid or renewal with existing vendor.**

Insurances with LMCIT run on a fiscal period of 06/01/XXXX through 06/01/XXXX of the next year. Each April the property casualty agent, currently Corneil-Elkjer Insurance Agency, forwards the insurance application received from LMCIT. The prior year applications are on file at G:\Departments\Clerk\Receptionist\Insurance\LMCIT Annual Ins Forms 2004 (each year listed separately).doc. Review all city inventories and update the application property list (located at I:\Clerk\Insurance\LMCIT\INS BUILDINGS & CONTENTS SCHEDULE.xls), vehicle list (located at G:\Departments\Clerk\Insurance\LMCIT\CITY VEHICLE SCHEDULE.xls), mobile equipment list (located at G:\Departments\Clerk\Insurance\LMCIT\MOBLIE EQUIPMENT), park and park equipment lists etc. and submit the new application to the agent by the end of April. Submit in both written and electronic formats. The application for Workers' Compensation is also due each April but we have discontinued the use of an agent. Complete the new application by meeting with the payroll accounting clerk to estimate the next fiscal year payrolls per occupational category. To this estimate you must add the Willmar Municipal Utilities' next fiscal year payrolls per occupational category which is obtain by calling their finance officer. Each year a selection must be made regarding premium options. Currently the city and WMU have agreed to select the "Retrospective Rates Premium Option" and further choosing the "lowest minimum factor" which provides the lowest net premiums possible yet opens the door for the highest losses possible with a bad injury experience.

**Monitor legislative changes and premium adjustments to city health insurance program, life insurance and long-term disability insurance. Write specifications and solicit bids on benefit programs as necessary.** Municipal insurances are to be bid every 5 years pursuant to Minnesota Statutes. The health Insurance package is bid through the SW/WC Service Cooperative c/o Michelle Rorvik, 1420 East college Drive, Marshall MN 56258 (507) 537-2250. Life Insurance is currently with Minnesota Mutual Life and the agent is the Ochs Inc., 400 Robert Street North, Suite 1880, St. Paul MN 55101. Long Term Disability Insurance is currently with National Insurance Services and the agent is the AT Group, 12232 Jay Circle NW, Minneapolis MN 55448 (763) 754-8898.

**File and monitor property, liability and automotive claims with insurance trust staff. File and monitor worker's compensation claims with claim administrator.**

Go to the League of Minnesota Cities website [www.lmnc.org](http://www.lmnc.org) and click "LMCIT" in the upper horizontal blue bar. Click "Claims Reporting" in the left side group of listings. Click the box "Login to Report a Claim". The User ID is: "Willmar", the Password is "kevin.h" (no caps). A "Security Alert" dialog box will appear click "O.K.", choose the type of claim such as auto claim, liability claims etc., next "Select an Account" and continue. After completing the information required in each field, review the claim, then create the claim. Print a copy of the claim form for the file. Save a copy electronically in the file: G:\Departments\Clerk\Insurance\Claims 2005 (make new folder per year).

**Oversee assessing functions to ensure compliance, staff development and training, document management and data processing needs.** This autonomous department can be monitored by review of monthly expenditure report, the Annual Assessor Report, and meeting with the City Assessor.

**Oversee WRAC-8 operation to ensure budgetary compliance, production quality and fixed asset control.** This autonomous department can be monitored by review of monthly expenditure report, the Annual Local Access Report (a subpart of the City Clerk Report), and meeting with the Local Access Coordinator on a weekly basis.

**Monitor franchise agreement with local cable provider. Recommend to City Administrator and changes needed in departmental structure or operation.**

Continue to read legislative updates and react to current laws as deemed appropriate. Monitor Moss & Barnett email and written correspondence regarding local access television and franchise regulations.

**Maintain inventory of City Hall and City Auditorium keys and assign keys to personnel.** Maintain records of the keys dispensed to employees at G:\Departments\Clerk\Work\KEYS.xlw and keep key storage box (back side of city clerk office door)in orderly fashion. Key to key storage box is in top desk drawer, left side.



**PLANNING AND DEVELOPMENT SERVICES**

City Office Building  
333 SW 6th Street, Box 755  
Willmar, MN 56201

**GENERAL DEPARTMENT & INFORMATION** 320-235-8311  
**DIRECTOR** 320-214-5184  
**PLANNER** 320-214-5195  
**BUILDING OFFICIAL** 320-214-5185  
**BUILDING INSPECTION TECH** 320-214-5187

TO: Michael Schmit, City Administrator  
FROM: Bruce Peterson,  Director of Planning and Development Services  
DATE: December 10, 2007  
RE: Workforce Planning

FAX: 320-235-4917

In response to your memo regarding workforce planning, I will address the issue for the Department of Planning and Development Services using the outline you provided.

1. Problem Identification

It is not anticipated that any Planning and Development employees will retire within the next five years; although the Director will reach the PERA retirement date in about six years. This fact, in and of itself, does not preclude any changes. History has shown that the City has had problems retaining Inspectors due to a job market that was more active then it is currently.

**DEPARTMENT OF PLANNING AND DEVELOPMENT SERVICES**

POSITION	NAME	HIRE DATE	RETIREMENT DATE
Director	Bruce Peterson	1-1-1986	Unknown
Planner	Megan Sauer	11-4-2002	Unknown
Building Official	Randy Kardell	9-15-1992	Unknown
Building Inspector	Tom Rosemeier	6-21-2004	Unknown
Clerk	Megan Bonnema	8-20-2007	Unknown



2. Reinvention/ Retooling

Should the Director retire or depart, one option is always to scale back the functions of the Department of Planning and Development Services. Because of the effort put into creating the department and gaining the respect and confidence of the citizens, this would not be a sound move for the future of Willmar. With the City on the cusp of major physical, economic and demographic changes, good planning and land use regulation are more important than ever. Current staffing levels should be maintained if service levels are to be maintained. In the case of the Inspector, an option would be to contract for inspection services with a private firm or other governmental jurisdiction.

3. Employee Recruitment

It seems like recruiting for public sector jobs has gotten more difficult, due in large part to private business taking a more aggressive approach and offering compensation and perks that government can not or will not. A more negative attitude by the public also makes it difficult to effectively hire for some positions. Generally, the City's recruitment process is sound, if not somewhat dated. More effort should be directed toward the use of technology, i.e. the internet, for recruitment. Given the tenure of senior staff, what worked for hiring in the past can not be presumed to work now. The workers of today want flexibility in their scheduling and government has been slow to react to this change. The public's tolerance for flexibility and change has not been tested.

4. Employee Retention

My personal opinion is that the City is competitive within the government market for employee salary and benefits. However, many public sector employees view their job markets as being much broader. This concept is only accurate for those positions with skills that are directly transferable to the private sector. That being said, salary and benefits are still important to employee retention. Internally, morale can be a huge issue. It is important that City employees be made to feel valued and part of a goal-oriented organization. This has to start with the Mayor and Council, and be continually reinforced by the Administrator down through the ranks. Public recognition of employees spotlights their value. Opportunities for advancement with the City need to be identified and communicated to offer employees the chance to grow within the organization. The City has done a pretty good job of making retirement attractive to its employees by offering vacation, sick leave and payout options. An on-going early retirement program would be an incentive for some employees to stay on. Semi-retirement, or allowing flexible/ reduced work hours, is a good concept that could be structured on a contractual basis. Better methods of advancing through the salary ranges should be considered. New hires

need to be given more financial consideration for the experience they bring to the position.

5. Knowledge Transfer

The most effective way of insuring knowledge transfer is to bring an employee up through the ranks and create the opportunity for on-going transfer. This can be done by promotions or re-structuring. On-the-job mentoring should be an on-going activity in all departments. Accurate and extensive record keeping is imperative. Filling positions before retirement occurs allows for a more personal transfer of knowledge. When a new hire comes from the outside, they should be brought on-board prior to the retirement of the outgoing worker. This allows for a side-by-side knowledge transfer on a directly personal level. For day-to-day work activities, more cross-training could be encouraged.



# WILLMAR

WILLMAR FIRE DEPARTMENT

515 SW 2nd ST  
Willmar, MN 56201  
320-235-1354  
FAX 320-235-1607

TO: Michael Schmit, City Administrator  
FROM: Marv Calvin, Fire Chief *MC*  
DATE: December 12, 2007  
RE: **Workforce Planning Report**

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This report is being supplied at your request to give an overall picture of the fire department as it relates to staff retention, workforce shortages and retirements.

Your memo dated October 5, 2007 clearly outlines the problem as it relates to fulltime and paid-on-call staff within the fire department. It should be noted that we currently have a full roster of 44 paid-on-call firefighters, 1 fulltime building/equipment maintenance position, 1 fulltime clerk-typist and 1 fulltime Fire Chief/Fire Marshal/Emergency Management Coordinator.

Using the five major steps listed in your memo, I will provide you with information specific to the Willmar Fire Department.

## 1. Problem Identification

Within the next five years, it is anticipated that 39% of our paid-on-call staff will be eligible for retirement including 100% of our command staff (Assistant and Deputy Chiefs).

There are currently ten firefighters over the age of 50, six of those also having 20 or more years of service. Including these ten individuals, there will be a total of 17 firefighters over the age of 50 having 20 or more years of service within the next five years. Each of these would be eligible for a full pension through the Relief Association. Another consideration is that seven of these individuals currently hold Officer Positions, three of them being the Assistant and Deputy Chiefs.

I would also like to note that within the next year, it is anticipated that the Captain of the Ladder Company will be leaving the department.

In talking with Rick Johnson, it is his intent to remain with the City of Willmar until he reaches the Rule of 90. It appears he is not willing to retain employment if everything remains the same once the Rule of 90 comes into effect. It could be expected that the building/equipment maintenance position would be open within the next seven years.



The department's clerk-typist position is currently staffed by a relatively new employee that has minimal employee tenure in regards to PERA and is also fairly young in age compared to the majority of City staff.

The Fire Chief/Fire Marshal/Emergency Management Coordinator is currently staffed by an individual who is eligible for retirement through the Police/Fire fund, and within five years can receive a 100% benefit through PERA. It is anticipated that this retirement would occur in close proximity to that of Rick Johnson's.

## 2. Reinvention/Retooling

An option to increase the attractiveness of the fulltime fire department support positions would be the transition into a 4/10 workweek (four ten-hour days) with the positions alternating working Monday-Thursday and Tuesday-Friday. Thursdays are firefighter meeting and/or training nights, and it is imperative that both the maintenance and clerical positions are in attendance. I would also recommend that the 4/10 schedule be implemented for the Fire Chief position as the majority of business occurs Monday-Thursday.

Working at home for the Clerk-Typist position would be an option, although phone lines would have to be transferred to a residence and reports would have to be couriered to allow off-site work.

When I began employment with the City of Willmar in 2000, I had verbalized to you (which subsequently lead to a meeting with Lorry Massa and staff from Rice Hospital) that if the Willmar Ambulance Service and Fire Department were combined, there would be cost savings to the City.

With the increase in response times we have experienced and the difficulties with paid-on-call recruitment statewide, it may be possible to incorporate these agencies together using the existing ambulance staff. The need to hire additional staff would be minimal. This would allow for a career fire department augmented with both paid-on-call firefighters and EMT's to assist the ambulance service.

I continue to feel this would be a cost-saving measure that could add points to our ISO rating and help to complete tasks that are currently not being accomplished due to the lack of fulltime staff.

If re-addressed, this issue would have to be approached carefully. There was much concern among the ambulance staff when it was introduced in 2000 as they felt their jobs would be jeopardized.

This model is currently being used nation-wide and I strongly believe that the addition of fire duties would not substantially impact the current day-to-day operations of the ambulance staff.

## 3. Employee Recruitment

The recruitment and retention tools that I have developed and put into place since 2000 have shown to be successful. I feel this was not the case prior to my arrival. As for the future, I cannot forecast the issue accurately.

An additional option to improve firefighter recruitment would be to establish a fire "reserve crew". These individuals could begin, if not finish their fire training while awaiting open positions on the department. Once these positions open, they would make a lateral transfer onto the department. This would, in turn reduce the amount of time rookies spend training rather than actually responding.

I do not feel recruitment is or will be an issue among the fulltime positions within the fire department. There were over 100 applicants for the last open position (Clerk-Typist), which I believe is accredited to a strong desire of the community to obtain City employment and its benefits.

I feel the Fire Chief position would be an attractive position for any officer rising from the ranks and wishing to establish themselves as a fulltime Fire Chief in Minnesota. Contrary to when this position was advertised in 1999, the reputation and morale of the Willmar Fire Department has changed considerably. It is my belief that upon my resignation, the position should be filled internally; however, if the City does not see a qualified candidate at that time and advertises externally, I expect numerous applications would be received. I have been asked by a number of individuals to provide them with notification of the available position as they would take much pleasure in being a part of this organization.

#### 4. Employee Retention

The turnover we see with the paid-on-call staff is generally attributed the individuals moving to another community for occupational reasons. Generally, this has no relation to their feelings/opinions of the fire department or the working conditions here.

Three years ago we adjusted the attendance requirements for paid-on-call staff by lowering the amount of fire calls they are responsible for. This indirectly had resulted in firefighters being able to retain membership with the fire department. I would not recommend lowering attendance requirements again solely to facilitate firefighter retention, as it is my opinion that there must be strict attendance policies in place. There are several individuals that know it is time to leave the department, however, they do not seem to have the courage to resign.

After speaking with the fulltime staff, it is apparent that the fire department is an excellent department in which to work. As one employee had stated, *we can always find something to complain about, but we have a pretty good place to work and good working conditions.* I strongly agree with this statement.

As far as delaying retirements, it has been made very clear to me by Rick Johnson that at the Rule of 90, it is his intent to end his employment with the City of Willmar. This has nothing to do with job duties, job stressors or work environment.

Suggestions to help with this issue may be a deferred compensation match or exploring the option for a property tax rebate (within City limits) for employees with 25 years of employee tenure.

#### 5. Knowledge Transfer

Knowledge transfer will continue to be an issue within the fire department among the fulltime positions as they are distinctly different from one another. However, written succession

plans are available in the event a fulltime staff member becomes ill, experiences an extended absence or abruptly severs employment.

The most problematic of the fulltime positions is the Fire Chief/Fire Marshal/Emergency Management Coordinator position as it relates to building design, construction and code interpretation/enforcement. These require decisions to be made using national standards, while the interpretation varies from one individual to the next.

It has been my position to work with contractors to facilitate development throughout the community. I have had a three-pronged approach to development when issues arise. The first approach being to determine the contractor's desires. The second approach is code interpretation. The third approach requires a series of discussions in attempts to please the contractor if the code allows it.

I have challenged each of the officers to establish a mentor program and to work specifically with an individual or group of individuals to prepare them for the positions they currently hold. I am mentoring Assistant Chief Jeff Gilbertson and Deputy Chief Gawin Kooistra, either of which would make excellent candidates for a fulltime Fire Chief/Fire Marshal position. I am aware that Jeff Gilbertson and Gawin Kooistra are mentoring a number of the younger firefighters to advance to higher positions. It is my understanding that the Captains and Lieutenants are actively participating in the mentor program as well.

It is my belief that the replacement of any one position within the fire department would be a seamless operation. If both the Chief and Assistant Chief were to leave the department in close proximity, a substantial disconnect in the flow of business would occur and could prove problematic to the City

This concludes my report and I look forward to discussing any of these issue with you if you so choose.

December 12, 2007

Mick here is the report information you requested on staffing issues for CER.  
Let me know if you have any questions or would like it in a different format.

1. Problem Identification: Retirement will not be a problem within the CER for the next five years or so based upon current staff and where they are in their careers. The range of 5-10 years you could see our Civic Center Mgr, Recreation Supervisor, Administrative Assistant and the CER Director retiring. When this time comes I believe each and every one of these positions will need to be replaced in a fashion similar to our current structure. I think all of these future openings will have either an educational or practical qualification that would narrow the candidate pool. These qualifications should not be compromised as we will need to attract the type of employee that can come in and take over the duties of the position from the start or with a minimal honeymoon period. I believe being a regional center will assist us in attracting qualified candidates as long as the compensation package is comparable to like positions in the area as well as state wide.

2. Reinvention/Retooling: How will the workforce be different in five or ten years? I think in our areas of responsibility there will not be many changes that can be made due to the people focus of our profession. The next generation of recreation professionals will be assisted to some degree by technology, but so much of our work is about relationships that the staffing needs should stay fairly consistent. The only caveat to that may be the use of volunteers available from the Baby Boomer Generation, but that is not a resource that is dependable enough to handle much of the current workload. If I were to venture into the future I see the need for staffing our department being very similar to the way we are currently staffed. One of the changes that will need to be examined as the baby boomers retire is the whole senior programming needs. Will we still be running a senior center? What programming changes might take place when such a volume of people move into retirement? As for where will the work be done, in most cases our work is hands on with participants and would have to take place on site. Could some work be done at alternative sites to accommodate individual needs and want I would say yes to a degree, but for the most part all of workload will take place where the activities are taking place?

In addressing the skills of future employees and for that matter current employees, the use of technology will become more vital. To guarantee that the training for those skills are available I believe CER can work in conjunction with the IT department to make many types of technology trainings a reality right here in Willmar vs sending staff to trainings in other communities. The downfall of technology is that it changes so rapidly so the city must be prepared to budget for the necessary equipment and trainings to guarantee the work force is equipped to utilize the technology available.

3. Employee Recruitment: Our human resource needs will need to be addressed if we hope to start mirroring our community with our workforce. Our obvious weakness to date is the ability to attract and hire a representative workforce similar in race and culture to our community. Many of most recent positions have not drawn great interest from our minority population or those that apply are often under qualified. I believe in the case of the minority population we have to work with the leaders in this community to inform them that these are the types of positions that the City of Willmar employees and the qualifications needed to be a successful candidate.

As for gender issues within CER I do not believe that is a concern. The openings available will in come cases be steered towards males because of the responsibilities required, but for the most part we will be able to hire the best candidate regardless of gender.

We also need to make sure our advertising for positions reaches the type of employee we are looking for. If it is a recreation position we should advertise with the Minnesota Recreation/Parks Association and other recreational providers to make sure the openings are broadcast to a large/diverse population. As much as we might want to hire a local resident our biggest desire must be in filling the positions with qualified candidates.

4. Employee Retention: I think we have compensation packages in place that can encourage the retention of our employees. The one thing CER had not done was to look at the starting salaries and to make sure that with typical raises the salary paid would create a position that could have some life to it. There are two valid but distinct ways of looking at that. Are the positions that are open positions that a person can make a career out of or are they stepping stones to other positions either inside or outside our organization. I believe our first shot at replacing Dave Gort was more in line with a position that would most likely only retain the person for 2-5 years. Our latest hire for that position had an increased starting salary that offered a better chance at retention. I think the salary and benefits currently in place are at a level that gives us a chance at retaining staff. If we looked at other possibilities such as 403b plans and benefits like that we would give ourselves an even greater opportunity for retention of employees.

5. Knowledge Transfer: With technology we should be able to communicate the majority of our openings to employees within all the departments. The exception might be public works and waste water employees, which with a posting board that communication issue should be resolved. The question I would have are we talking about just City of Willmar employees excluding MUC and Rice Hospital employees? Involving those subgroups creates more complications, but I do believe that the "regular City of Willmar" employees should be able to be notified of any openings very efficiently with the use of technology or job posting boards.

In conclusion I think the city leaders need to accept the changing staff needs that come with a growing community. These issues might be cultural, they might be we are a larger community so we need more staff or it might just be some outside force needs to be addressed and to do so an increase in staff or training needs to take place in order to sustain the quality of life we value as a community. To date I think the decision making bodies have addressed the communities needs and hopefully that support will continue.



**WILLMAR POLICE DEPARTMENT  
CHIEF OF POLICE**

2201 23rd ST. NE  
PO Box 995  
WILLMAR, MN 56201-0995  
320-214-6700; 320-235-2244 V/TDD  
FAX 320-231-6556

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**INTEROFFICE MEMORANDUM**

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TO: City Administrator Michael Schmit  
FROM: Police Chief Jim Kulset   
DATE: December 21, 2007  
SUBJECT: **WORKFORCE PLANNING**

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The following are my comments, ideas, suggestions and recommendations for a comprehensive workforce plan for the Willmar Police Department. This is in response to your October 5, 2007 memo.

**Problem Identification / Overview for the Willmar Police Department**

The immediate problem (next five years) facing the Willmar Police Department in the area of workforce planning is the impending retirements of several management, supervisory and senior officers. Presently, (as of the October 5th memo), five of eight command and supervisory officers (rank of sergeant or above) are eligible to retire and receive a PERA pension. The average age of the command and supervisory staff is over 50 years of age and their average number of years of service to the Willmar Police Department is 26.3 years. The overall department average age is 39.9 years, and the average time on the department is 13.9 years. Thirteen or 38% can retire and receive a PERA pension in the next five years.

The breakdown by division is:

Command / Supervisory (Chief, Captain, Sergeants – 8)

- Average age 50.
- Average years of department service 26.3.
- Five of eight or 62.5% can retire **today**.
- Six of eight or 75% can retire in the next five years.



### Patrol Division (not including sergeants – 16)

- Average age 32.5 years.
- Average years of department service 5.6.
- One can retire in the next five years.
- Nine have less than five years of service to the WPD.

### Clerical – 4

- Average age 46.
- Average time on WPD – 10 years.
- None eligible for retirement in the next five years.

### Detectives – (6 less the sergeant)

- Average age 42.2 years.
- Average time on WPD – 14.3 years.
- Three or 50% will be eligible to retire in the next five years.

### Juvenile – (4 less the sergeant)

- Average age 44.5 years.
- Average time on WPD – 19 years.
- Two or 50% can retire in the next five years.

As you can see, in some of our specialty areas, we are very experienced and in jeopardy of losing a number of those individuals to retirement. Another issue here is the lack of experience in the patrol division. We presently try to adjust our platoons' makeup so that there are senior officers on each of these patrol shifts, along with a sergeant. To exacerbate the potential problem, the police department's 12 "specialists" average 45 years of age and 18 1/2 years of service on WPD. This means that in the next five years, we could see a significant number of our highly trained specialized officers retire. Both the juvenile and detective divisions could see 50% of their assigned staff retire in the next five years.

With police officer's ability to retire at age 50 and receive a PERA pension, it will be challenging for law enforcement agencies to retain experienced, well-trained police officers. I expect the workforce makeup will change in the next five years. We will continue to see our workforce become more diverse, educated and gender balanced. Technology and the ability to use it will become increasingly important. All of these changes create challenges and I believe opportunities.

## **Strategies, Solutions, Challenges and Constraints**

### Reinvention/Retooling

I believe the Willmar Police Department has been good about "thinking outside of the box" when it comes to ways of getting the job done in a non-traditional way. We use People On

Watch volunteers for 50% of our reception time. We use civilian clerical staff, not licensed officers, for much of our evidence tech duties. When our crime prevention/community policing specialist retires or leaves, it would be our recommendation to fill that position with a non-licensed individual. This would give us more flexibility, not being required to have a licensed officer in that position. We have shifted more duties of licensed officers to CSOs and volunteers. These duties include parking enforcement, animal control, traffic direction, etc. I would anticipate this to continue.

### Recruitment

The most successful way for the Willmar Police Department to advertise and recruit is the POST website. Nearly 100% of all applications for police officer learn of our job vacancies at that website. In the past we have tried advertising in a five-state area, contacting colleges that have law enforcement programs, and doing extensive advertising in the local paper. On nearly every application we receive where the question is asked where did you learn about this opening, they identify the POST website.

In talking with recent hires, they come here because of the size of the department, location and opportunities. They comment on how long the hiring process is. We do lose candidates because of this long hiring process. In talking with potential candidates who don't apply, they cite the incorrect assumption that we are only looking for Spanish speaking candidates because we offer bonus points in the hiring process. When talking about recruiting the next generation, it is very difficult for the police department to offer schedule flexibility and reduction of "face time". The Willmar Police Department does not have a reputation of being a boring place to work, quite to the contrary.

In the area of salary and benefits, we have to become more competitive with agencies we need to be competitive with, such as the Kandiyohi County Sheriff's Office. Take home vehicles for all officers is an area where we hear we are not competitive. The City needs to offer a good health insurance program at a low cost. With the rising cost of healthcare, this is not only a good recruitment tool, it's a good retention tool as well.

### Retention

In a police organization it is difficult to retain police officers past retirement age because of the nature of the work and the PERA pension benefits for long serving police officers. I believe the key is not to have key people leave at the same time. In the case of the Willmar Police Department, I believe the elimination of a deadline date for the retirement incentive program will retain some officers past that 2008 window set by the Council for the program. It is key to keep personnel interested and engaged in their job assignments. We need to have a salary and benefit package sufficient to keep command staff and senior officers from retiring early. I believe the Willmar Police Department's work environment is positive for retention.

Retaining non-retirement eligible employees is a little trickier. This generation expects quick career advancement, desired assignments and generous time off, and they like to manage those things with technology. We need to have state of the art technology, assignments that challenge the new generation of employees, and acceptable career paths so that the new generation feels their career is advancing. In interviewing new recruits, ample training

and specialty areas are cited as areas of interest to them. As the numbers I talked about earlier show, we will have specialty assignments and career path opportunities. We need to train and prepare our less experienced employees for those positions. We recognized this several years ago and have steadily increased our training budget and targeted training of officers to fill these assignments and promotions should the incumbent retire or leave. We believe we will have good, qualified candidates for assignments and promotions when the time comes. Redundancy in supervision and job tasks is a priority at the WPD. It is imperative that we stay competitive contractually with our neighbors. The new generation is not as loyal to their employer as previous generations.

### Knowledge Transfer

At the Willmar Police Department there are several methods used to ensure critical job knowledge is transferred. First our management works as a team. Generally more than one person is knowledgeable of a project or protocol or procedure. Supervisors and command staff are allowed to make decisions for the department in the absence of their supervisor. This prepares them for ultimate command. Second, we have policy manuals, desk manuals, databases, task manuals and guidebooks to assist someone in obtaining technical knowledge. Third, we cross train. This ensures someone else in the department has a working knowledge of the task to be performed or where to find the information needed. Fourth, generally assignments and promotions come from within the organization, which means the assigned or promoted individual has the required training and working knowledge of the job and department rules and regulations upon entrance to that assignment or promotion. They are also familiar with the working relationships and internal politics of the department. The Willmar Police Department also has a historian, who retains information about the department as it happens. We also encourage and pay for our employees to belong to and become involved with professional and civic organizations so they can build networks with others to access job knowledge and experience.

### **Summary**

In my opening paragraphs I cited some sobering statistics. However, I believe with good planning, a commitment from your office and the Mayor and Council, we can address these workforce issues and maintain one of the best and well-respected police departments in the state.

If you have any questions, please contact me.

JAK:sae

# Workforce Planning

January 18, 2008

Public Works Department:  
Street/Park Maintenance, Engineering, Wastewater Treatment, Airport, Custodial



In the evaluation for Workforce Planning, I have included all areas within the Public Works Department under each area instead of doing individual reports for each.

## 1. Problem Identification

### Street/Park Maintenance

In looking at the next five year window, we don't have any employees that are eligible to retire or have indicated they are pursuing retirement. However, in the five to eight year window, we have seven employees that intend to retire. Of those, two are in management positions (Superintendent, Working Foreman), and the others are Public Works Maintenance positions. We will be losing valuable knowledge because of the years of service they have provided, as well as specialization knowledge as it relates to sewers, trees, parks, signing, and safety coordination.

We don't anticipate the workforce being much different that today with the exception of more regulations that will need *special licenses/certificates* and also the integration of a more cultural diverse workforce.

### Engineering

In the next five year window, we don't have any employees eligible to retire or any that have indicated they are pursuing retirement. This is an area where one should watch for a *change in human resource needs* however. Needs such as training, supervisor skills, difference in educational background (specialty positions), technology, and the need to respond to changing demographics are some examples.

Another issue in this area is *recruitment and retention*. One problem identified with recent hiring is the salary issue. We don't have the ability to hire at the market rate, and then the upward mobility is very limited. For example, finding an assistant engineer with experience the market requires a higher salary than our minimum. Likewise, with the hiring of the technician position, to get anyone with training in the field is difficult at the current entry level salary. Once hired, the upward mobility is limited in the near term unless they were to accept another position within the City.

### Waste Water Treatment Plant

We have one person eligible to retire in the next five years, and two staff eligible to retire in the next 10 years. This will require recruitment and the need to be aware of *changing tasks* due to the relocation of the plant and new regulations. Some areas not specifically covered that will need to have more attention are items such as: I/I reduction, televising, ordinance enforcement, and the overall management of the infrastructure.

### Airport & Custodial

I only have one person eligible to retire and that is the custodian position.

## 2. Reinvention/Retooling

I feel that within all the areas of the Public Works Department it could be stated that the City has **more work than employees** and we currently need to continue to provide service in all areas. The City has adjusted this department in the past such as combining the maintenance with the engineering under a single department director as well as splitting off the leisure services. This has helped in workload, but does take more coordination effort to accomplish the services. We have shared employees with the Civic Center (winter/summer) to accomplish ice season/swimming pool duties. We have also shared duties with Gopher One "locates" requirements. We are currently pursuing sharing duties with a custodial staff person to share time between the Civic Center and the Senior Center.

We will have to evaluate job tasks when the new waste water treatment plant is operational. One area that could be evaluated is to have the WWTP staff take an active role in *sewer collection activities* as public works maintenance staff does it all now. Another area for consideration is to assign *additional job duties* within the City to the airport manager position on a limited basis such as 25% of the time. Within Street/Park Maintenance *shift changes* may need to be integrated into the schedule to improve efficiency to keep up with the demands of our growing City. Within Engineering, a possible strategy would be to consider having *consultants on retainer* on an annual basis to quickly respond to needs as they arise instead of hiring additional employees.

## 3. Employee Recruitment

Employee recruitment has gone very well in the area of Street/Park Maintenance, WWTP Operator, Airport and Custodial. It has been difficult in the area of Engineering and Engineering Technician. The primary reasons for difficulty in these two areas are *salary*, and *limited upward mobility* once on board.

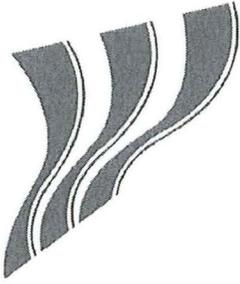
## 4. Employee Retention

Employee retention doesn't seem to be an issue within the Public Works Department. Items to consider, even though they may seem insignificant, would be longevity pay, annual recognition banquet or other city sponsored *team building events* to portray a sense that everybody is appreciated.

## 5. Knowledge Transfer

This is an area that is critical to good continuity within a department. Although hiring from the outside is healthy for some positions, there are others where internal qualified people should have the opportunity to move up the ranks. There is also the benefit of having *redundancies* within the City so if an individual retires or moves onto another job opportunity you don't entirely lose the knowledge of that area.

Within Street/Park Maintenance we will be losing valuable knowledge because of the years of service the Superintendent and Working Foreman have provided, as well as specialization knowledge as it relates to sewers, trees, parks, signing, and safety coordination. Within Engineering, hiring subordinates to replace staff in key position is a valuable method of knowledge transfer as well. Within the WWTP area our current ability to promote within has helped tremendously in the continuity and knowledge transfer.



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

**Agenda Item Number:** 13

**Meeting Date:**

**Attachments:**  Yes   No

**CITY COUNCIL ACTION**

**Date:** February 2, 2015

- Approved    Denied  
 Amended    Tabled  
 Other

**Originating Department:**      Planning and Development Services

**Agenda Item:**                  Consideration of Ordinance to Convey City-Owned Property

**Recommended Action:** Set a public hearing for February 17, 2015 for consideration of an ordinance to convey city-owned property and approve the purchase agreement.

**Background/Summary:** Rice Hospital is requesting to sell the Rehab Building to CDS Investments, LLC. The title review reveals that the property is owned by the City of Willmar. Based on language in the City Charter, the City Council is required to adopt an ordinance to convey the land. The closing agent also requested the City approve and sign an amendment to the purchase agreement.

The Planning Commission reviewed and approved the property of sale at their January 14<sup>th</sup> meeting.

**Alternatives:** N/A

**Financial Considerations:**

**Preparer:** Charlene Stevens, City Administrator

**Signature:**

**Comments:**

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

AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY TO CDS INVESTMENTS, LLC.

The City Council of the City of Willmar hereby ordains as follows:

Section 1. AUTHORIZATION OF SALE. Finding it to be in the best interests of the City of Willmar, the Willmar City Council hereby authorizes the sale and conveyance of real property legally defined as

Lot 12 and the East 90 feet of the North 40 feet of Lot 11, Block 45, Town (now City) of Willmar, Kandiyohi County, Minnesota

to CDS Investments, LLC pursuant to the terms and conditions of sale set forth in a certain Purchase Agreement between Rice Memorial Hospital and CDS Investments, LLC dated December 17, 2014 and ratified by the City Council on even date herewith.

Section 2. EFFECTIVE DATE. This ordinance shall be effective from and after its adoption and second publication.

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

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

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

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

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

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

**AMENDMENT TO PURCHASE AGREEMENT**

This AMENDMENT TO PURCHASE AGREEMENT (the "Amendment Agreement") is made and entered into this \_\_\_ day of January, 2015, by and between the City of Willmar ("Seller"), and CDS Investments, LLC ("Buyer").

RECITALS

- A. Buyer and Rice Memorial Hospital as seller, entered into a Purchase Agreement dated December 17, 2014 (the "Purchase Agreement").
- B. The actual owner of the real property that is subject to the Purchase Agreement is the City of Willmar.
- C. The parties desire to amend certain terms of the Purchase Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual agreements of the Purchase Agreement, and of those herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The City of Willmar, as owner of the subject real property hereby ratifies the terms of the Purchase Agreement.

The Closing Date set forth in the Purchase Agreement is hereby extended to be on or before February 28, 2015.

The parties intend that all other terms of the Purchase Agreement remain unchanged, and that this Amendment Agreement shall be attached to and become a part of the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written.

**SELLER:**

**BUYER:**

DATE: \_\_\_\_\_

DATE: 1/28/15

CITY OF WILLMAR

CDS INVESTMENTS, LLC

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

By: R. D. Deuth

Its: \_\_\_\_\_

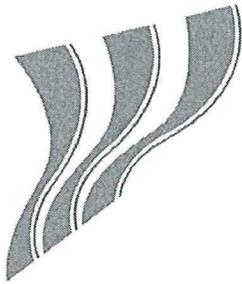
Its: MEMBER

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

By: Richard Conway

Its: \_\_\_\_\_

Its: Member



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 14  
Meeting Date: February 2, 2015  
Attachments: Yes  No

CITY COUNCIL ACTION  
Date: February 2, 2015

- Approved       Denied  
 Amended       Tabled  
 Other

Originating Department: Engineering

Agenda Item: Reschedule the Improvement Hearing

**Recommended Action:** Reschedule the ordered Improvement Hearing to now be held by the City Council on March 2, 2015 at 7:01 p.m. in accordance with the requirements of Chapter 429, State of Minnesota Statutes. Authorize the Engineer to prepare plans and specifications for the 2015 Improvements.

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

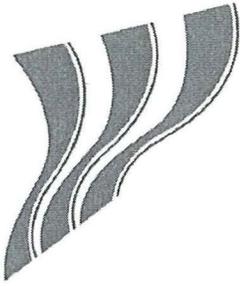
**Alternatives:** 1. Delay execution until a further date

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

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

Signature:

Comments:



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

**Agenda Item Number:** 15

**Meeting Date:**

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:** February 2, 2015

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

**Originating Department:** Administration

**Agenda Item:** Report on CGMC Legislative Action Day

**Recommended Action:** Receive for Information

**Background/Summary:**

Mayor Calvin, Council Member Nelsen and City Administrator Stevens attended the CGMC Legislative Action Day on January 28<sup>th</sup>. The Mayor will provide a report of the day.

**Alternatives:** N/A

**Financial Considerations:** N/A

**Preparer:** C. Stevens

**Signature:**

**Comments:**



# Key Priorities for Greater Minnesota\*

## **Restore LGA to its 2002 Funding Level**

- Support legislation to increase funding for the Local Government Aid program by \$45.5 million to bring it to the 2002 funding level by 2017.

## **Focus on the Unique Economic Development Needs in Greater MN**

- Fund the Greater MN Business Development Public Infrastructure (BDPI) grant program at \$20 million for the biennium.
- Fund at least \$100 million for the Broadband Infrastructure Fund (the Governor's Task Force's recommendation is \$200 million).
- Pass a fast, flexible, employer-focused job training program funded at \$5 million in the first year (FY 2016) and \$10 million thereafter.
- Establish a workforce housing fund administered by DEED with a \$50 million a year appropriation.

## **Pass a Comprehensive Transportation Funding Package**

- \$200 million per year for the Corridors of Commerce program to focus on the roads that are most critical to the flow of goods and services.
- Support new funding for municipal roads and bridges in cities of all sizes across the state.

## **Address Overreaching Regulations from MPCA**

- Pass legislation that would require the MPCA to do independent scientific peer review before approving costly regulations and before the newly adopted water quality rules are enforced.
- Provide state funding for an independent financial analysis of the impact of new water quality rules on local communities.

\*The projected state budget surplus for the 2016-17 biennium is \$1 billion. The biennial cost of these initiatives, excluding funding for roads and bridges, is approximately \$260 million.