



**WILLMAR CITY COUNCIL MEETING  
MONDAY, JANUARY 3, 2022 AT 6:00 PM  
BOARD ROOM, HEALTH AND HUMAN SERVICES BUILDING  
2200 – 23<sup>RD</sup> STREET NE, WILLMAR, MINNESOTA**

**AGENDA**

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Consent Items:  
Approve:
  - A. City Council Minutes of December 20, 2021
  - B. Willmar Municipal Utilities Commission Minutes of December 27, 2021
  - C. Park and Recreation Board Minutes of November 17, 2021
  - D. Accounts Payable Report for December 16 – 29, 2021
  - E. Prosecution Contract with Anderson Law Offices
  - F. Application for Exempt Permit – Willmar Fests, Inc.
  - G. Reappointments to Boards/Commissions
    - Dylan Erickson-Thoemke to Board of Zoning Appeals  
Accept:
  - H. Police Commission Minutes of June 4, 2021
  - I. CCT Operations Board Minutes of September 28, 2021
  - J. Willmar Area Lakes CVB Board Minutes of November 16, 2021
6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (individuals limited to three (3) minutes)
9. Consider Agreement for Intergovernmental Transfer and ECPN Payments with Carris Health, Rice Memorial Hospital and Rice Care Center and the City
10. Consideration of Fees for Services, Permits/Licenses and Rental Rates for 2022
11. Consider Extension of Closing Date for Auditorium Indoor Gun Range
12. Consideration of 2022 Pay Scale for Part-time Employees
13. Consider Termination of Agreement with Bolton and Menk for Streetscape
14. Consider Rental Housing Inspector Job Description and Recruitment
15. Consider Mandatory COVID-19 Vaccination Policy
16. Consider Change of City Council Location and Meeting Start Time
17. “Community Pride” Announcements
18. Adjourn

# CITY OF WILLMAR

## MISSION STATEMENT

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

## COMMUNITY VALUES

Fiscal Responsibility

Excellence in the Delivery of Service

Quality Service

Ethics and Integrity

Visionary Leadership and Planning

Open and Honest Communication

Professionalism

RESOLUTION NO. 17-90

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

Motion By: Plowman

Second By: Mueske

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

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

WHEREAS, the following summary of capital priorities was reached:

Facilities:

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

Stormwater Management:


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

Parks:

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

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

Dated this 7<sup>th</sup> day of August, 2017

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

**WILLMAR CITY COUNCIL PROCEEDINGS**  
**BOARD ROOM**  
**HEALTH AND HUMAN SERVICES BUILDING**  
**WILLMAR, MINNESOTA**

December 20, 2021  
6:00 p.m.

The regular meeting of the Willmar City Council was called to order by the Mayor Marv Calvin. Members present on a roll call were Mayor Marv Calvin, Council Members Rick Fagerlie, Julie Asmus, Michael O'Brien, Justin Ask, Vicki Davis, Andrew Plowman, and Audrey Nelsen. Present 8, Absent 1. Thomas Butterfield arrived at 6:14 p.m.

Also present were City Administrator Leslie Valiant, Police Chief Jim Felt, Planning and Development Services Director Justice Walker, Interim Public Works Director Gary Manzer, Human Resource Director LuAnn Sietsema, City Clerk Judy Thompson, and City Attorney Robert Scott.

There were no additions or deletions to the agenda.

Council Member Fagerlie moved to approve the agenda, as presented. Council Member Asmus seconded the motion, which carried unanimously.

City Clerk Judy Thompson reviewed the consent agenda.

- A. City Council Minutes of December 6, 2021
- B. Willmar Municipal Utilities Commission Minutes of December 13, 2021
- C. Accounts Payable Report for December 2 -15, 2021
- D. Miscellaneous Finance Reports
- E. ~~Consider Increase to 2022 Part-time Employee Pay Scale~~
- F. **Resolution No. 2021-248** Designating Polling Places for 2022 Elections
- G. **Resolution No. 2021-249** Accept Project No. 2103-A (1<sup>st</sup> Street Overlay – Willmar Ave. to 19<sup>th</sup> Ave.) and Authorize Final Payment to Duinick, Inc.
- H. **Resolution No. 2021-250** Apply for and Accept if Awarded Clean Energy Resource Teams Seed Grant
- I. On-Sale and Club On-Sale 2022 Sunday Liquor License Renewals
- J. Application for Exempt Permit – United Way
- K. Application for Exempt Permit – Willmar Hockey Association
- L. **Resolution No. 2021-251** Consider Participation in and Support of the National Opioid Settlement
- M. New Appointments to Boards/Commissions
  - William Paterson to Pioneerland Library System Board
  - Carol Laumer to Willmar Municipal Utilities Commission
  - Alan Setrum to Park and Recreation Board
  - Stacy Holwerda to Planning Commission
- N. Reappointments to Boards/Commissions
  - Jonathon Marchand to Planning Commission
  - Dan Reigstad to Board of Zoning Appeals
  - Rand Middleton to Park and Recreation Board
  - Art Benson to EDC Operations Board
  - Shawn Mueske to Municipal Utilities Commission
- O. Building Report for the Month of November 2021
- P. Charter Commission Minutes of November 30, 2021

Council Member Plowman offered a motion to approve the consent agenda and introduced **Resolution No. 2021-247 Approving Consent Agenda Items**. Council Member O'Brien asked that Item E., be removed for discussion. Council Member Nelsen seconded the motion to approve the consent agenda, with the removal of Item E., which carried on a roll call vote of Ayes 7, Noes 0.

Council Member Butterfield arrived at 6:14 p.m.

Council Member O'Brien asked for discussion regarding Item E., and suggested the wage scale increase by \$3.00 per hour rather than the \$1.00 per hour proposed for part-time employees to attract and retain employees in an effort to continue offering the various services to our community and remain competitive in the current market. Following a lengthy discussion, Council Member Ask offered a motion to table this item and direct Human Resource Director Sietsema and City Administrator Valiant to provide further information to the Council for further consideration. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

There was no one present to speak during the Open Forum.

Interim City Engineer Jared Voge presented the improvement report for the 2022 Street Improvements and requested council approve receiving the report and order the improvement hearing for January 18, 2022 at 6:01 p.m.

Following a lengthy discussion, consensus of the Council was to request the timeline be moved up to allow for a longer construction period.

**Resolution No. 2021-252 Receiving Preliminary Report and Calling Public Hearing on Year 2022 Improvement Projects** was introduced by Council Member Plowman. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Interim Public Works Director Manzer presented a request to approve an agreement with Willmar Hockey Boosters for the advertising rights on the Blue Line Arena dasher boards at the Willmar Civic Center. He stated the proceeds of the advertising sales would go back to the Willmar Hockey Boosters for scholarships, youth program needs and facilities improvements. The Parks and Recreation Board approved this request at their November meeting.

Following discussion, **Resolution No. 2021-253 Authorizing the Agreement with the Willmar Hockey Boosters for the Advertising Rights on the Dasher Boards in the Blue Line Arena** was introduced by Council Member Fagerlie. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Administrator Valiant presented a request to approve entering into a professional services agreement with David Turch and Associates to represent the City with the Legislative and Executive Branches of the Federal Government. She noted the contract would be for the period of one year unless cancelled and renews automatically for one additional year unless a thirty-day notice is given.

Following discussion, **Resolution No. 2021-254 Authorization to Execute Agreement with David Turch and Associates** was introduced by Council Member Fagerlie. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Clerk Thompson presented a request to waive a hearing and adopt a resolution certifying the amount of unpaid water service replacement charges to the County Auditor for collection in 2022.

**Resolution No. 2021-255 Certifying for Water Service Replacement Charges Special Assessments** was introduced by Council Member Plowman. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Human Resource Director Sietsema presented a request to approve the 2022 non-union employee pay scale. The proposed increase is to adjust for the annual cost of living adjustment (COLA) for non-union employees to be effective January 1, 2022.

Following discussion, Council Member Nelsen offered a motion to approve a two percent (2%) COLA increase and introduced **Resolution No. 2021-256 Approving Non-Union Pay Scale for 2022**. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Human Resource Director Sietsema and City Administrator Valiant presented a request to approve entering into a professional services agreement to assist the City with a search for City Operations Director. City staff requested proposals for services from two firms to conduct a search for this position. Proposals were received from DDA Human Services and Baker Tilly.

Following discussion, **Resolution No. 2021-257 Authorization to Execute Agreement with Baker Tilly US, LLP** was introduced by Council Member Nelsen. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 6, Noes 2. Council Members Fagerlie and Butterfield voted “no”.

Council Member O’Brien offered the following comments: acknowledged Municipal Utilities has received two nationwide designations and congratulated them on these accomplishments.

Mayor Calvin offered the following comments: Jennie-O has been in the news recently regarding the closing of the Benson Avenue plant, and noted no layoffs will happen, employees will be relocated to the Willmar Avenue facility; commended Jennie-O for their foresight and acknowledged their importance as a vital economic piece to our community – “Hats Off” for being here, and stated they are hiring for various positions at this time.

Council Member Nelsen offered a motion to adjourn the meeting with Council Member Fagerlie seconding the motion, which carried. The meeting adjourned at 7:18 p.m.

\_\_\_\_\_  
MAYOR

Attest:

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

**RESOLUTION NO. 2021-247**  
**APPROVING CONSENT AGENDA ITEMS**

Motion By: Fagerlie

Second By: Nelsen

WHEREAS, the City Charter for the City of Willmar requires the City Council approve all Consent Agenda items by resolution.

BE IT RESOLVED by the City Council of the City of Willmar Minnesota, that all Consent Items of the December 20, 2021 City Council meeting be approved as presented.

Dated 20th day of December, 2021

/s/ Marv Calvin  
MAYOR

Attest:

/s/ Judy Thompson  
CITY CLERK

**RESOLUTION NO. 2021-248**

**RESOLUTION APPROVING DESIGNATING POLLING PLACES FOR ELECTIONS IN 2022**

Motion By: Fagerlie Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the following buildings be designated as the official voting locations for the 2022 Elections:

FIRST WARD:	1 <sup>st</sup> Precinct	National Guard Armory 614 North Highway 71
	2 <sup>nd</sup> Precinct	Four Season Shelter, Robbins Island 945 Business Hwy 71 N
	3 <sup>rd</sup> Precinct	Word of Faith Family Church 3010 7 <sup>th</sup> Avenue Northwest
SECOND WARD:	1 <sup>st</sup> Precinct	St. Mary's Catholic Church 713 Southwest 12th Street
	2 <sup>nd</sup> Precinct	Vinje Lutheran Church 1101 Willmar Avenue Southwest
	3 <sup>rd</sup> Precinct	Rock of Life, CRC 1708 Southwest 8th Street
	4 <sup>th</sup> Precinct	Mail Ballot
THIRD WARD:	1 <sup>st</sup> Precinct	Refuge Church 1000 6 <sup>th</sup> Street Southeast
	2 <sup>nd</sup> Precinct	Highland Apartments 115 East Becker Avenue
	3 <sup>rd</sup> Precinct	Willmar Education and Arts Center 611 West 5th Street
FOURTH WARD:	1 <sup>st</sup> Precinct	Refuge Church 1000 6 <sup>th</sup> Street Southeast
	2 <sup>nd</sup> Precinct	Calvary Lutheran Church 302 Olena Avenue
	3 <sup>rd</sup> Precinct	First Covenant Church 801 Southwest Willmar Avenue

Dated this 20<sup>th</sup> day of December 2021.

Attest:

/s/ Mary Calvin  
MAYOR

/s/ Judy Thompson  
CITY CLERK

**RESOLUTION NO. 2021-249**

**A RESOLUTION ACCEPTING PROJECT NO. 2103-A AND AUTHORIZING FINAL PAYMENT.**

Motion By: Fagerlie Second By: Nelsen

IMPROVEMENT: Project No. 2103-A- 1<sup>st</sup> Street Overlay

CONTRACTOR: Duininck, Inc.  
DATE OF CONTRACT: June 7, 2021  
BEGIN WORK: July 29, 2021  
COMPLETE WORK: October 18, 2021  
APPROVE, ENGINEERING DEPT: November 2, 2021

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

1. The said City of Willmar Project No. 2103-A be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$651,620.81
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$651,620.81
CHANGE ORDER NO. 1:	\$64,387.88
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$716,008.69
Less Previous Payments	\$680,208.26
<b>FINAL PAYMENT DUE CONTRACTOR:</b>	<b>\$35,800.43</b>

Dated this 20th day of December, 2021

/s/ Marv Calvin  
Mayor

Attest:

/s/ Judy Thompson  
City Clerk

**RESOLUTION NO. 2021-250**

**AUTHORIZATION TO APPLY AND ACCEPT THE CLEAN ENERGY RESOURCE TEAMS GRANT**

Motion By: Fagerlie Second By: Nelsen

**BE IT RESOLVED**, by the City Council of the City of Willmar to support submittal of an application on behalf of the Willmar Public Works Department for, and the acceptance of, a grant from the Clean Energy Resource Teams (CERTs) for the Willmar GreenSteps Program.

Dated this 20<sup>th</sup> day of December, 2021.

/s/ Marv Calvin  
MAYOR

ATTEST:

/s/ Judy Thompson  
CITY CLERK

**RESOLUTION NO. 2021-251**

**RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF MINNESOTA AND LOCAL GOVERNMENTS AND AUTHORIZING PARTICIPATION IN NATIONAL OPIOID SETTLEMENTS**

Motion By: Fagerlie Second By: Nelsen

**WHEREAS**, the State of Minnesota, Minnesota counties and cities, and their people, have been harmed by misconduct committed by certain entities that engage in the manufacture, marketing, promotion, distribution, or dispensing of opioids; and

**WHEREAS**, the State of Minnesota and numerous Minnesota cities and counties joined with thousands of local governments across the country to file lawsuits against opioid manufacturer and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

**WHEREAS**, representatives of local Minnesota governments, the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, the State of Minnesota, and the Minnesota Attorney General's Office have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of proceeds to the State of Minnesota and to individual local governments from recent settlements in the national opioid litigation; and

**WHEREAS**, by signing onto the MOA, the state and local governments maximize Minnesota's share of opioid settlement funds, demonstrate solidarity in response to the opioid epidemic, and ensure needed resources reach the most impacted communities; and

**WHEREAS**, it is in the best interests of the State of Minnesota and the residents of the City of Willmar, and the County of Kandiyohi, that the City participate in the national opioid litigation settlements.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Willmar, Minnesota:

1. Participation in the opioid litigation settlements promotes the public health, safety, and welfare of the residents of the City of Willmar.
2. The City of Willmar supports and opts-in to the national opioid litigation settlements with the Distributors McKesson, Cardinal Health, and Amerisource Bergen, and with the Manufacturer Johnson & Johnson.
3. The Memorandum of Agreement (MOA) between the State of Minnesota and Local Governments relating to the distribution of settlement funds is hereby approved by the City of Willmar.
4. City Staff is hereby authorized to take such measures as necessary to sign the MOA and otherwise participate in the national opioid settlements, including executing the Participation Agreement and accompanying Release.

Adopted by the City Council December 20, 2021

/s/ Leslie Valiant  
City Administrator

/s/ Marv Calvin  
Mayor

Attest:

/s/ Judy Thompson  
City Clerk

**RESOLUTION NO. 2021-252**

**RECEIVING PRELIMINARY REPORT AND CALLING PUBLIC HEARING ON  
YEAR 2022 IMPROVEMENT PROJECTS**

Motion By: Plowman

Second By: Nelsen

WHEREAS:

1. The City Council deems it necessary and expedient that the City of Willmar, Minnesota, construct certain improvements to-wit: grading, gravel base, bituminous paving, curb and gutter, sidewalk, sanitary sewer, and water main in the City as described in and in accordance with the preliminary plans and report prepared by the City Engineer.

2. The Council has been advised by the City Engineer that said Year 2022 Improvement Projects contained in the Preliminary Report are feasible and should best be made as proposed, and the City Engineer's report to this effect has heretofore been received by the Council, and filed with the Clerk; and

3. The statute provides that no such improvements shall be made until the Council shall have held a public hearing on such improvements following mailed notice and two publications thereof in the official newspaper stating time and place of the hearing, the general nature of the improvement, the estimated costs thereof and the area proposed to be assessed, in accordance with the law;

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

1. A public hearing will be held at the time and place set forth in the Notice of Hearing hereto attached to consider said proposed improvements.

2. The nature of the improvements, the estimated cost of each major portion thereof, and the areas proposed to be assessed therefore are described in the form of Notice of Hearing hereto attached.

3. The notice of said public hearing shall be in substantially the form contained in the notice hereto attached.

4. The Clerk is hereby authorized and directed to cause notice of said hearing to be given two publications in the official newspaper. Said publications shall be one week apart, and at least three days shall elapse between the last publication and the hearing. Not less than ten days before the hearing the Clerk shall mail notice of the hearing to the owner of each parcel of land within the area proposed to be assessed as described in the notice. For the purpose of giving such mailed notice, owners shall be those shown to be such on the records of the County Auditor or, if the tax statements in the County are mailed by the County Treasurer, on the records of the County Treasurer. As to properties not listed on the records of the County Auditor or the County Treasurer, the Clerk shall ascertain such ownership by any practicable means and give mailed notice to such owners.

Dated this 20th day of December, 2021

/s/ Mary Calvin  
Mayor

Attest:

/s/ Judy Thompson  
City Clerk

**NOTICE OF PUBLIC HEARING ON IMPROVEMENT  
CITY OF WILLMAR, MINNESOTA**

Notice is hereby given that the City Council of Willmar will meet in the Board Room of the Health & Human Services Building, 2200 23<sup>rd</sup> Street NE, at 6:01 p.m. on Tuesday, January 18th, 2022, to consider the construction of the following improvements, to wit:

The construction includes one or more of the following items: grading, aggregate base, bituminous paving, concrete curb & gutter, sidewalk, edge drain, storm sewer, sanitary sewer, watermain, and service lines.

**Reconstruction:**

- 6<sup>th</sup> Street SW – 19<sup>th</sup> Avenue to Willmar Avenue
- 17<sup>th</sup> Avenue SW – Cul-De-Sac off 6<sup>th</sup> Street
- Charlotte Street SE – Johanna Avenue to Becker Avenue
- 13<sup>th</sup> Street SW – Litchfield Avenue to Trott Avenue
- Litchfield Avenue SW – 11<sup>th</sup> Street to 13<sup>th</sup> Street
- Industrial Drive Service Road

**Overlay:**

- 1<sup>st</sup> Street S/Business 71: 13<sup>th</sup> Avenue to 26<sup>th</sup> Avenue
- Lakeland Drive/19<sup>th</sup> Avenue SE – 1<sup>st</sup> Street to Willmar Avenue SE
- 7<sup>th</sup> Street NW – Park Avenue to County Road 24

The total estimated cost of assessable improvements is \$11,012,601.15.

Project costs will be assessed pursuant to Minnesota Statutes, sections 429.011 to 429.111. The area proposed to be assessed for such improvements is every lot, piece or parcel of land within the City of Willmar benefited by said improvements whether abutting thereon or not, based on benefits received and without regard to cash valuation.

A reasonable estimate of the impact of assessments will be available at the hearing. The Council proposes to proceed under the authority granted by Chapter 429 M.S.A.

Such persons desiring to be heard with reference to the proposed improvements will be heard at this meeting. Written or oral objections will be considered.

If you have any questions regarding these improvements, please contact the City Engineer's Office at (320) 235-4202.

Dated this 20th day of December, 2021

BY ORDER OF THE CITY COUNCIL

By: /s/ Judy Thompson  
City Clerk

**RESOLUTION NO. 2021-253**

**RESOLUTION AUTHORIZING THE AGREEMENT WITH THE WILLMAR HOCKEY BOOSTERS FOR THE  
ADVERTISING RIGHTS ON THE DASHER BOARDS IN THE BLUE LINE ARENA**

Motion By: Fagerlie

Second By: Butterfield

BE IT RESOLVED by the City Council of the City of Willmar to approve the agreement with Willmar Hockey Boosters for the advertising rights on the dasher boards in the Blue Line Arena

Dated this 20th of December 2021

/s/ Marv Calvin

MAYOR

Attest:

/s/ Judy Thompson

CITY CLERK

**RESOLUTION NO. 2021-254**

**AUTHORIZATION TO EXECUTE AGREEMENT WITH DAVID TURCH AND ASSOCIATES**

Motion By: Fagerlie

Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the City Administrator be authorized to enter into an agreement between the City of Willmar and David Turch and Associates to provide professional services in representing the City with the Legislative and Executive Branches of the Federal Government.

Dated this 20th day of December, 2021

/s/ Marv Calvin

MAYOR

Attest:

/s/ Judy Thompson

CITY CLERK

**RESOLUTION NO. 2021-255**

**A RESOLUTION CERTIFYING FOR WATER SERVICE REPLACEMENT CHARGES SPECIAL ASSESSMENTS**

Motion By: Plowman

Second By: Davis

WHEREAS, Statute 116A.22, Unpaid Service Charges, allows the cost of such water service replacement charges to be assessed by action of the City Council against the property, under such terms and conditions as the City Council may require; and

WHEREAS, the owner has waived his right to request an appearance before the Council to make objections to payment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the amount of the unpaid water service replacement charges totaling \$3,057.50 against said property be placed on the tax roll for collection in 2022, and that the County Auditor be notified to extend this assessment on the tax roll of such real property payable in 2022 and paid to the City Clerk along with other taxes;

BE IT FURTHER RESOLVED that the unpaid water service replacement charges be certified against the real property as follows:

1. Parcel No. 95-250-1980 \$3,057.50

Located at 928 2<sup>nd</sup> Street SE; and  
Described as Section 14, Township 119, Range 35, Block 9, Lot 8  
GLARUM'S ADDITION TO WILLMAR

Dated this 20<sup>th</sup> day of December, 2021

/s/ Marv Calvin  
Mayor

Attest:

/s/ Judy Thompson  
City Clerk

**RESOLUTION NO. 2021-256**

**RESOLUTION APPROVING NON-UNION PAY SCALE FOR 2022**

Motion By: Nelsen Second By: Asmus

**WHEREAS**, the City Council must approve the pay scale for the Non-Union Employees.

**NOW THEREFORE BE IT RESOLVED**, the City of Willmar 2022 Non-Union Pay Scale is attached hereto and incorporated herein by reference in its entirety is approved.

Dated this 20<sup>th</sup> day of December, 2021

/s/ Marv Calvin  
MAYOR

Attest:

/s/ Judy Thompson  
CITY CLERK

**2.0% Increase 2022 – Full Time Non-Union Employees**

1	36,450.19	41,917.72	47,385.24
2	38,637.20	44,432.78	50,228.36
3	40,955.43	47,098.74	53,242.06
4	43,412.76	49,924.67	56,436.58
5	46,017.52	52,920.15	59,822.79
6	48,778.57	56,095.36	63,412.15
7	51,705.29	59,461.08	67,216.88
8	54,807.61	63,028.75	71,249.89
9	58,096.06	66,810.47	75,524.88
10	61,581.83	70,819.10	80,056.37
11	65,276.74	75,068.25	84,859.76
12	69,193.34	79,572.34	89,951.34
13	73,344.95	84,346.69	95,348.43
14	77,745.63	89,407.48	101,069.32
15	82,410.38	94,771.93	107,133.49
16	87,355.00	100,458.25	113,561.50
17	92,596.29	106,485.75	120,375.19
18	98,152.07	112,874.89	127,597.70
19	104,041.19	119,647.38	135,253.56
20	110,283.66	126,826.22	143,368.77
21	116,900.69	134,435.80	151,970.89
22	123,914.73	142,501.95	161,089.15
23	131,349.61	151,052.06	170,754.51
24	139,230.59	160,115.17	180,999.78

**RESOLUTION NO. 2021-257**

**AUTHORIZATION TO EXECUTE AGREEMENT WITH BAKER TILLY US, LLP**

Motion By: Nelsen

Second By: Ask

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the City Administrator be authorized to enter into an agreement between the City of Willmar and Baker Tilly, US LLP. to provide professional consulting services for recruitment of the City Operations Director in the amount of \$22,850.

Dated this 20th day of December, 2021

/s/ Marv Calvin  
MAYOR

Attest:

/s/ Judy Thompson  
CITY CLERK

**WILLMAR MUNICIPAL UTILITIES COMMISSION**  
**MEETING MINUTES – DECEMBER 28, 2021**  
**11:45 AM – WMU AUDITORIUM**

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Tuesday, December 28, 2021, at 11:45 a.m. in the WMU Auditorium with the following Commissioners present: Justin Mattern, Abdirizak Mahboub, Bruce DeBlieck, Cole Erickson, and Kerry Johnson (attending via Zoom). Absent were Commissioners Shawn Mueske and Dave Baumgart. Since the meeting was being attended both in-person and via teleconference, let the minutes reflect that all resolutions and motions were conducted by verbal roll call.

Others present at the meeting were: General Manager John Harren, Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, Staff Electrical Engineer Jeron Smith, IS Coordinator Mike Sangren, Executive Secretary Beth Mattheisen, City Attorney Robert Scott, and Commissioner-elect Carol Laumer.

The meeting opened with reciting of the Pledge of Allegiance followed by Commissioner Mattern (President) inquiring if any revisions were needed to the presented agenda. There being none, a resolution to approve the consent agenda was requested. Following review and discussion, Commissioner Mahboub offered a resolution to approve the consent agenda as presented. Commissioner DeBlieck seconded.

**RESOLUTION NO. 65**

“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 December 13, 2021, Commission meeting; and,
- ❖ Bills represented by vouchers No. 20211594 to No. 20211659 and associated wire transfers inclusive in the amount of \$2,286,174.49.

Dated this 28<sup>th</sup> day of December 2021.

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

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

Commissioner Mahboub (LC Chair) reviewed with the Commission the minutes from the December 15<sup>th</sup> WMU Labor Committee meeting (see attached). Following review, Commissioner DeBlieck offered a motion to approve the minutes of the December 15<sup>th</sup> WMU Labor Committee meeting as presented. Commissioner Erickson seconded the motion which carried by a vote of five ayes and zero nays.

In conjunction with the Labor Committee meeting, the Commission was presented with three items for consideration and approval. The first item was a request to approve proposed revisions to the current General Manager job description. The basic revisions were needed to better align the position with the current organizational structure of the Utility. Following review and discussion, Commissioner Mahboub offered a motion to approve the revised job description for the General Manager position as presented. Commissioner DeBlieck seconded the motion which carried by a vote of five ayes and zero nays.

The second item being presented for approval was the 2022 COLA and wage adjustment for the General Manager. It was noted that as part of the General Manager Harren's annual performance review, an updated 2021 Goals Listing along with the 2022 Goals Listing were available for review. As in the past, Attorney Scott had assisted in conducting a Commission survey regarding the General Manager's performance for 2021. The results were compiled by Attorney Scott and once again reflected favorable results of General Manager Harren's performance. Commissioner Mahboub stated that General Manager Harren's business/industry vision and leadership efforts reflect a clear indication of his exceptional performance and leadership attributes. Commissioner Mattern echoed Mahboub's sentiments and added that while doing so, he also provided managerial assistance to the City of Willmar during their leadership transition this past year. Following additional discussion and positive input from all Commissioners, Commissioner Mahboub offered a resolution to approve a market adjustment of 6% plus a 3% COLA for General Manager Harren effective January 1, 2022. Commissioner Johnson seconded.

**RESOLUTION NO. 66**

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that following the favorable annual performance review, a wage adjustment of 6% plus a 3% COLA be approved for General Manager John Harren effective January 1, 2022."

Dated this 28<sup>th</sup> day of December 2021.

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

The foregoing resolution was adopted by a vote of four ayes and one nay (Mattern).

The final recommendation presented by the Labor Committee was to approve the proposed revisions to the WMU Personnel Policies for 2022. Director of Administration Johnson provided a brief overview of the proposed amendments to seventeen Personnel Policies. It was noted that all policies are annually reviewed and that most of the proposed changes were for minor revisions including grammar/language, name, and title updates. Following discussion and review, Commissioner Mahboub offered a resolution to approve the revisions to the 2022 WMU Personnel Policies as presented. Commissioner Erickson seconded.

**RESOLUTION NO. 67**

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the proposed amendments to the 2022 WMU Personnel Policies be approved incorporating the revisions as presented."

Dated this 28<sup>th</sup> day of December 2021.

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

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

Staff Electrical Engineer Smith informed the Commission of several reporting requirements for Distributed Generation. One such report requires that it be filed with the WMU Commission by January 1, 2022. Per state requirements, WMU is required to report on energy generation, tariffs, and interconnection status for our customer-owned distributed generation facilities. The purpose of the report is to ensure WMU has updated rates on file for customers who have distributed generation resources. Smith provided additional data regarding the reporting requirements for the 2022 Electric Distributed Generation Reporting.

At this time, Commissioner DeBlieck presented Commissioner Mattern with a plaque in honor of his years of service and dedication to the Willmar Municipal Utilities (2014-2021). His years of leadership and expertise are to be commended. At this time, Commissioner Mattern accepted the honor and expressed his appreciation for the opportunity to serve as Commissioner throughout years. Congratulations and best wishes on a job well done, Justin!

Commissioner Mattern reminded the Commissioners that at the first meeting of the new year (January 11<sup>th</sup>), the election of officers along with committee appointments are required. If any Commissioner would like to provide input or nominations, please contact Commissioner DeBlieck (Vice President) or General Manager Harren prior to the meeting. Mattern further added that the City Council recently approved the appointment of Carol Laumer and reappointment of Commissioner Mueske to serve as Commissioners for 3-year terms.

Commissioner Mattern reviewed the 2021 Commission meeting attendance record. Mattern noted that to remain well-informed of all issues concerning the Willmar Municipal Utilities, it is important to make attendance to the meetings a priority.

General Manager Harren informed the Commission that a WMU Planning Committee meeting will be forthcoming (TBD) with tentative agenda items to include water modeling and water treatment plant.

For information: Upcoming meetings/events to note include:

- 2022 MMUA Legislative Conference (St. Paul): Feb. 8-9
- 2022 APPA Legislative Rally: Feb. 28 through March 2 (Washington, DC)
- 2022 APPA National Conference (Nashville, TN) June 10-15

There being no further business to come before the Commission, Commissioner Erickson offered a motion to adjourn. Commissioner DeBlieck seconded the motion which carried by a vote of five ayes and zero nays, and the meeting was adjourned at 12:25 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

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Beth Mattheisen  
Executive Secretary

ATTEST:

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Abdirizak Mahboub, Secretary



**WILLMAR MUNICIPAL UTILITIES**  
**MUC Labor Committee Meeting Minutes**  
**Wednesday, December 15, 2021**  
**12:00 pm – WMU Conference Room**

Attendees: Commissioners Abdurizak Mahboub, Cole Erickson & Dave Baumgart, General Manager John Harren, Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, and Executive Secretary Beth Mattheisen.

Commissioner Mahboub called the meeting to order at 12:00 pm. Due to an anticipated early meeting departure of Commissioner Erickson, agenda items were adjusted (prioritized).

\*\*\*\*\*

**AGENDA ITEMS:**

**1) Value in Missouri River Energy Services (MRES) membership:**

Director of Administration Johnson provided insight into General Manager Harren's vision to become a member of MRES, a Joint Action Agency (JAA). In 2017, WMU began the process of vetting and modeling costs associated with options for the district heating and power plant operations along with power supply needs. It was determined that by shutting down the aging plant and joining a JAA, positive financial gain estimated at \$3 million could annually be realized.

In 2018, WMU officially joined MRES for a one-time buy-in cost of \$400,000 (no additional annual fees) and started receiving JAA benefits. In 2019, MRES took over the power supply scheduling services, and started providing the additional power required by the community above our current power supply contracts. Johnson presented an overview of various financial and operational benefits WMU has experienced since becoming a member. It was noted that many benefits offered by MRES carry a dollar value that cannot be identified, however, the tangible dollar value identified is estimated at an annual savings of \$943,000 for being a member of the JAA. In addition, WMU has received various refunds including a one-time refund from Power Supply & Transmission for overcharges totaling \$458,274.

Director of Administration Johnson reviewed a summary listing of benefits provided to WMU as a member of MRES including providing some of the lowest retail rates of all JAA in the Upper Midwest. Numerous Engineering and Financial Programs are provided along with Education and Advocacy Programs. Due to the annual cost reductions, WMU has been able to maintain their electric rates without the need to implement an increase in the past 5 years.

Director of Administration Johnson further added that this membership would not have become a reality if not for the foresight of General Manager Harren and the leadership he provided to attain it.

**2) General Manager job description updates:**

Director of Administration Johnson presented the Labor Committee with revisions for consideration to the job description of the General Manager. The current job description was last updated in 2012. The proposed revisions were minor yet necessary to reflect updated organizational structure along with City Charter compliance. City Attorney Scott also provided input on the proposed revisions.

**Recommendation:**

Following review, it was a consensus of the Labor Committee to recommend approval of the updated General Manager job description as presented. The recommendation will be presented for approval at the December 28<sup>th</sup> MUC meeting.

**3) General Manager Annual Performance Review:**

An annual review of the General Manager's position was conducted to assist in assessing management/leadership performance and to establish future goals for the position. As part of the review, General Manager Harren presented the Labor Committee with a step-by-step update of the

previously established 2021 Goals along with a listing of proposed 2022 Goals. The Labor Committee appreciated the achievements of the current year's goals and concurred with the proposed 2022 Goals as presented. Harren continued by expressing his appreciation to both the Labor Committee and entire Commission for the opportunity to serve as General Manager for the Willmar Municipal Utilities.

Following review of the 2021 and 2022 Goals, staff members Johnson and Mattheisen were excused from the meeting. At this time, the Committee reviewed with General Manager Harren the 2021 General Manager Performance Evaluation (annual survey) results.

It was noted that Attorney Robert Scott had once again assisted in the review process by requesting all Commissioners to participate in an annual survey of the General Manager's performance. The surveys were submitted directly to Attorney Scott who compiled the data and created a summary of the findings received. The Labor Committee and General Manager reviewed the evaluation results and input provided by the Commissioners.

At this time, Johnson and Mattheisen rejoined the meeting.

**Recommendation:**

Commissioner Mahboub stated that following a step-by-step assessment of the General Manager's favorable performance evaluation, the Labor Committee was recommending a market adjustment of 6% plus a 3% COLA for General Manager Harren effective January 1, 2022. This recommendation will be presented to the Commission for approval at the December 28<sup>th</sup> MUC meeting.

**4) Annual review of WMU Personnel Policies:**

As part of the annual review of WMU Personnel Policies, Director of Administration Johnson presented the Committee with proposed revisions for a number of Personnel Policies. The majority of proposed changes were for minor revisions including grammar/language, name, and title updates. Johnson provided a step-by-step review of the proposed revisions to the 2022 Personnel Policies as follow:

a. WMU Personnel Policies:

1. Cell Phone Policy\*
2. Clothing PPE Purchasing Guidelines\*
3. DOT Drug & Alcohol (CDL) Testing Policy V3\*
4. Dress Code Policy\*
5. Drug & Alcohol-Free Workplace\*
6. Employee Performance Review\*
7. FMLA Policy\*
8. Fraud Policy\*
9. Identity Theft Prevention\*
10. Information Technology (IT) Policy\*
11. MGDPA Data Privacy Policies \*
12. Personnel Policy Manual\*
13. PTO Donation Policy\*
14. Social Media Policy\*
15. Tablet Policy\*
16. Workers Comp Policy\*
17. Emergency Contingency Plan (living document) \*

\*Policy contains proposed revision(s)

**Recommendation:**

Following discussion, it was the consensus of the Labor Committee to recommend approval of the proposed revisions to the WMU Personnel Policies as presented. This recommendation will be presented to the Commission for consideration and approval at the December 28<sup>th</sup> MUC meeting.

**5) NISC software discussion:**

General Manager Harren and Director of Administration Johnson informed the Labor Committee of present software issue(s) continuing to be addressed by staff. In 2014, WMU converted their software system to NISC (National Information Solutions Cooperative). The intent of the conversion was to upgrade the software and support in areas including customer billing, accounting, engineering, and operations. Following years of education and training, the system does not function as anticipated. WMU requires more of a fund accounting-based program to better meet the Utility's needs and improve functionality. Johnson provided a summary of various issues which are problematic and remain unresolved by NISC. The software does not meet the needs of the Utility nor the specific needs of our Customer Service/Billing Department. Therefore, staff was requesting support from the Labor Committee to move forward to research additional vendors that could better provide software solutions and support to WMU.

Following discussion, the Labor Committee concurred with staff's recommendation to proceed with creating an RFP to begin the process to seek an alternative software vendor to support and resolve the current issues. Upon completion of the RFP process, a recommendation will be brought back for review and approval of the Labor Committee.

**6) Adjournment:**

There being no further business to come before the WMU Labor Committee, Commissioner Mahboub offered a motion to adjourn. Commissioner Baumgart seconded the motion which carried by a vote of two ayes and zero nays (Commissioner Erickson departed the meeting at 12:50 pm), and the meeting was adjourned at 1:49 pm.

**PARKS AND RECREATION BOARD**  
**November 17, 2021 1:30PM**  
**4 Season Shelter at Robbins Island**

Members Present: Jim Anderson, Chloe Quinn, Val Swanson,  
Rand Middleton, Tom Gilbertson  
Staff Present: Rob Baumgarn, Curt Hein, Rachel Centellas  
City Council Members: Julie Asmus, Rick Fagerlie

Chairman Anderson called the meeting to order and took roll call.

There were no additions or deletions to the agenda.

He asked for approval of September meeting minutes, Val made a motion and Chloe seconded. All were in favor, October meeting minutes approved.

There were no public comments.

Chairman Anderson introduced the rental rates and asked Rob to present. Rob explained that each year the council approves a new fee schedule and with the new facilities going up this year new rates should be looked at for them. Rob started with the shelters at Robbins Island. The price for the Four Season and Rice Park shelters are currently \$110. He is proposing the Four Season shelter go up to \$150 for 2022 and the board agrees. Guri, Hilltop, Open shelter #1 and Rice should be set at \$110 as they are fully enclosed and updated. Open Shelter #2 will be set at \$30. Discussion was had about the prices and uses of the rentals. Rob also asked about a damage deposit for using the shelters. There used to be a \$50 damage deposit in place, but they have not had it in a few years. He asked the boards opinion on if there should be one again and how much it should be. Discussion about the usages of the shelters took place. The board agreed that a \$100 damage deposit at the time or rental would be a good idea.

Rob went on to talk about the Turf Fields rental rates and damage deposit. He said that other turf fields he had visited there was a strict no sunflower seed policy as it ruins the fields. One facility had a \$500 fine for the use of sunflower seeds. This will need to be looked at more once the fields are ready to be played on.

Rob also brought up the rental rates for the Events and Recreation Center. He asked if they should be the same as the City Auditorium and the Community Center. Discussion was had about the rates and the board agreed they should be the same as the Auditorium and Community Center.

Chairman Anderson moved to talk about the Blue Line Advertisement. Rob explained that the Willmar Hockey Association and Willmar Hockey Boosters would like to have an advertising agreement with the City of Willmar to place banners on the boards in the Blue Line arena, similar to the Cardinal Arena. Rob explained that the Baseball Association does something similar to the fences at Swansson Fields and the City of Willmar only charged them \$1. Rob asked the board if it would be fair to charge the Hockey Association only \$1 then as well. Discussion was had by the board. A motion to approve the Blue Line advertisement for \$1 to the Willmar Hockey Association, but they should not have competing signs with the Warhawks in the Cardinal Arena was made by Val, Tom seconded. All were in favor. Motion approved.

Chairman Anderson asked Rob and Curt to give updated on the Invest in Willmar projects. Rob started with Robbins Island. The light poles should be done by the end of the week. Open shelter #2 has the roof installed and the rock pillars are in place. They are just waiting for the bench to be installed. Hilltop has the rock face completed as well as siding and the door installation. Hilltop just needs a roof and it will be finished. Guri should also be done shortly with the roof needing to be done. Open shelter #1 will be the last one done and should also be done in the next couple of weeks.

Rob moved to talk about Swansson fields. The turf, irrigation and top soil has all been installed. The fence and dugouts will be done shortly and then the grandstand will go up in the next couple of weeks.

The turf on the Recreation Fields is done and the softball fields are starting to be mapped out.

The Recreation and Events Center will be getting the walls put up after Thanksgiving.

Chairman Anderson asked if there were any questions on the Coordinators Reports. Val asked how the numbers were looking for Adult League sports. Rob said they were able to add one hockey team this year, but volleyball numbers have been lower.

Council member Asmus made the comment that the Glacial Ridge Curling center is now in the fundraising phase.

There were no other board announcement.

Tom made a motion to adjourn the meeting and Chloe seconded. All were in favor. Meeting adjourned.

Report Selection:

Optional Report Title.....INCLUDES ONLY POSTED TRANS

INCLUSIONS:

Fund & Account. thru  
Check.. Date..... 12/16/2021 thru 12/29/2021  
Source Codes..... thru  
Journal Entry Dates..... thru  
Journal Entry Ids..... thru  
Check.. Number..... thru  
Project..... thru  
Vendor..... thru  
Invoice..... thru  
Purchase Order..... thru  
Bank..... thru  
Totals Only?..... N  
1099 Vendors Only?.....  
Lower Dollars Limit.....  
Create Excel file & Download N

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
J		01		MNWIPRT12	Y	S	6	066	10			

Vendor Payment 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
ADOBE INC			003685							
	63739	12/29/21	2022 CREATIVE CLOUD LI	2,879.64		1552560546		D -	PREPAID EXPENSES	101.128000
AMERICAN ENGINEERING TES			002525							
	63740	12/29/21	SPECIAL INSPECTIONS	551.10		INV-047983		D -	PROFESSIONAL SER	420.45503.0446
AMERICAN SOLUTIONS FOR B			000046							
	63741	12/29/21	W2'S/1099'S/ENVELOPES	343.72		INV05726485		D -	OFFICE SUPPLIES	101.41405.0220
AMERICAN WELDING & GAS I			000057							
	63742	12/29/21	FIRE EXT. INSPECTION	1,861.10		08166207		D -	MTCE. OF EQUIPME	651.48484.0334
	63742	12/29/21	FIRE EXT. INSPECTION	68.00		08166426		D -	MTCE. OF EQUIPME	651.48484.0334
	63742	12/29/21	FIRE EXT. INSPECTION	128.00		08166479		D -	MTCE. OF EQUIPME	651.48484.0334
			VENDOR TOTAL	2,057.10		*CHECK TOTAL				
				2,057.10						
AUSTIN INCORPORATED			003610							
	63743	12/29/21	SEPTIC PUMPING	190.00		22638		D -	OTHER SERVICES	230.43430.0339
AUTO TECH ALIGNMENTS & M			002793							
	63744	12/29/21	#169051-WHEEL ALIGNMENT	65.00		24363		D -	INVENTORIES-MDSE	101.125000
	63744	12/29/21	#183430-WHEEL ALIGNMENT	81.34		24397		D -	INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	146.34		*CHECK TOTAL				
				146.34						
AVENU INSIGHTS & ANALYTI			000131							
	63745	12/29/21	AS400 HOSTING-DEC	2,656.65		INVB-031658		D -	PROFESSIONAL SER	101.41409.0446
BATTERY WHOLESALE INC			002860							
	63746	12/29/21	UPS BATTERIES	67.08		184638WIL		D -	MTCE. OF EQUIPME	651.48484.0224
	63746	12/29/21	BATTERIES	33.12		185516WIL		D -	GENERAL SUPPLIES	101.42411.0229
			VENDOR TOTAL	100.20		*CHECK TOTAL				
				100.20						
BCA			000095							
	63747	12/29/21	SCHAEFBAUER-TRNG REGIS.	500.00		20894		D -	PREPAID EXPENSES	101.128000
BCD CONSULTING GROUP			003430							
	63748	12/29/21	SERGEANT EXAMS	1,250.00		121521		D -	OFFICE SUPPLIES	101.42411.0220
BERNICK'S PEPSI-COLA CO			000103							
	63749	12/29/21	CONCESSION SUPPLIES	1,728.68		I16736		D -	GENERAL SUPPLIES	101.45433.0229
	63749	12/29/21	CONCESSION SUPPLIES	163.20		I17154		D -	GENERAL SUPPLIES	101.45433.0229
	63749	12/29/21	CONCESSION SUPPLIES	411.48		I18441		D -	GENERAL SUPPLIES	101.45433.0229
	63749	12/29/21	CONCESSION SUPPLIES	460.08		I18854		D -	GENERAL SUPPLIES	101.45433.0229
	63749	12/29/21	CONCESSION SUPPLIES	216.72		I19275		D -	GENERAL SUPPLIES	101.45433.0229
	63749	12/29/21	CONCESSION SUPPLIES	894.68		285135		D -	GENERAL SUPPLIES	101.45433.0229
			VENDOR TOTAL	3,874.84		*CHECK TOTAL				
				3,874.84						

Vendor Payment 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
BOLTON & MENK INC			001010							
	63750	12/29/21	2021 INTERIM ENG. SERV	7,172.50		0281425		D -	PROFESSIONAL SER	101.43417.0446
BSE			001980							
	63751	12/29/21	LT BULBS FOR BLDG	48.24		923297872		D -	MTCE. OF STRUCTU	230.43430.0225
	63751	12/29/21	LT BULBS FOR BLDG	40.36		923316634		D -	MTCE. OF STRUCTU	101.45433.0225
	63751	12/29/21	WIRE TOOL	106.22		923364639		D -	SMALL TOOLS	101.45433.0221
	63751	12/29/21	ELECTRICAL PARTS	2.43		923367352		D -	MTCE. OF EQUIPME	101.45433.0224
	63751	12/29/21	LT BULBS FOR BLDG	223.46		923373159		D -	MTCE. OF STRUCTU	101.45433.0225
	63751	12/29/21	LT BULBS FOR BLDG	30.29		923375660		D -	MTCE. OF STRUCTU	101.45433.0225
				451.00						
			VENDOR TOTAL	451.00						
										*CHECK TOTAL
CANON FINANCIAL SERVICES			002336							
	63752	12/29/21	COPIER LEASE-DEC	98.56		27814690		D -	RENTS	101.41405.0440
CARD SERVICES			002552							
	63753	12/29/21	CONCESSION SUPPLIES	12.45		120121		D -	GENERAL SUPPLIES	101.45433.0229
	63753	12/29/21	CONCESSION SUPPLIES	30.01		120621		D -	GENERAL SUPPLIES	101.45433.0229
	63753	12/29/21	CONCESSION SUPPLIES	11.96		120721		D -	GENERAL SUPPLIES	101.45433.0229
	63753	12/29/21	CONCESSION SUPPLIES	9.96		120921		D -	GENERAL SUPPLIES	101.45433.0229
	63753	12/29/21	CONCESSION SUPPLIES	12.93		121421		D -	GENERAL SUPPLIES	101.45433.0229
	63753	12/29/21	CONCESSION SUPPLIES	22.19		121621		D -	GENERAL SUPPLIES	101.45433.0229
	63753	12/29/21	CONCESSION SUPPLIES	12.45		121721		D -	GENERAL SUPPLIES	101.45433.0229
	63753	12/29/21	CNCL MTG-HOLIDAY TREATS	77.60		122021		D -	GENERAL SUPPLIES	101.41401.0229
				189.55						
			VENDOR TOTAL	189.55						
										*CHECK TOTAL
CARDMEMBER SERVICE			002365							
	411	12/22/21	2022 SSL CERTIFICATE	914.37		STMT/11-21		M -	PREPAID EXPENSES	101.128000
	411	12/22/21	2022 SSL CERTIFICATE	1,085.00		STMT/11-21		M -	PREPAID EXPENSES	101.128000
	411	12/22/21	2022 WC TRIBUNE SUBSCRIP	199.50		STMT/11-21		M -	PREPAID EXPENSES	101.128000
	411	12/22/21	WIRELESS MOUSE/KEYBOARD	33.32		STMT/11-21		M -	SMALL TOOLS	101.41400.0221
	411	12/22/21	ASMUS-CGMC CONF REGIS.	170.00		STMT/11-21		M -	TRAVEL-CONF.-SCH	101.41401.0333
	411	12/22/21	DAVIS-IMC SEMINAR REGIS.	99.00		STMT/11-21		M -	TRAVEL-CONF.-SCH	101.41401.0333
	411	12/22/21	WALKER-WELCOME LUNCH	83.06		STMT/11-21		M -	SUBSISTENCE OF P	101.41402.0227
	411	12/22/21	BLOEDEL-FAREWELL CARD	5.38		STMT/11-21		M -	GENERAL SUPPLIES	101.41405.0229
	411	12/22/21	CASSETTE TO MP3 CONVERT.	29.98		STMT/11-21		M -	SMALL TOOLS	101.41409.0221
	411	12/22/21	NETWORK CABLES	140.89		STMT/11-21		M -	SMALL TOOLS	101.41409.0221
	411	12/22/21	NETWORK CABLES	177.20		STMT/11-21		M -	SMALL TOOLS	101.41409.0221
	411	12/22/21	OPTICAL TRANSCEIVER	334.91		STMT/11-21		M -	SMALL TOOLS	101.41409.0221
	411	12/22/21	TRACFONE REFILL PYMT	130.51		STMT/11-21		M -	COMMUNICATIONS	101.41409.0330
	411	12/22/21	FEE TO REPL. ACCT HOLDER	35.00		STMT/11-21		M -	OTHER SERVICES	101.41409.0339
	411	12/22/21	2021 SSL CERTIFICATE	182.88		STMT/11-21		M -	SUBSCRIPTIONS AN	101.41409.0443
	411	12/22/21	FILE TRANSFER SERV-NOV	100.00		STMT/11-21		M -	SUBSCRIPTIONS AN	101.41409.0443
	411	12/22/21	2021 SSL CERTIFICATE	217.00		STMT/11-21		M -	SUBSCRIPTIONS AN	101.41409.0443
	411	12/22/21	DOC MONTHLY SOFTWARE	95.00		STMT/11-21		M -	SUBSCRIPTIONS AN	101.41409.0443
	411	12/22/21	2021 WEBEX SUBSCRIPTION	215.40		STMT/11-21		M -	SUBSCRIPTIONS AN	101.41409.0443
	411	12/22/21	EXPRESS SCRIBE LICENSE	60.30		STMT/11-21		M -	LICENSES AND TAX	101.41409.0445
	411	12/22/21	FOREIGN TRANSACTION FEE	1.80		STMT/11-21		M -	OTHER CHARGES	101.41409.0449

Vendor Payment 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
CARDMEMBER SERVICE			002365											
	411	12/22/21	CSO CLOTHING	910.14		STMT/11-21		M	-				SUBSISTENCE OF P	101.42411.0227
	411	12/22/21	JAHNKE-CERT PLAQUE	24.47		STMT/11-21		M	-				GENERAL SUPPLIES	101.42411.0229
	411	12/22/21	OFFICER WELLNESS TRNG	417.90		STMT/11-21		M	-				TRAVEL-CONF.-SCH	101.42411.0333
	411	12/22/21	#317270-TIRES	2,161.46		STMT/11-21		M	-				MTCE. OF EQUIPME	101.42412.0224
	411	12/22/21	REVERSED CONTESTED CHGS	150.00CR		STMT/11-21		M	-				TRAVEL-CONF.-SCH	101.42412.0333
	411	12/22/21	FOOD FOR FIRE CALL 11/15	9.96		STMT/11-21		M	-				TRAVEL-CONF.-SCH	101.42412.0333
	411	12/22/21	FOOD FOR FIRE CALL 11/15	116.24		STMT/11-21		M	-				TRAVEL-CONF.-SCH	101.42412.0333
	411	12/22/21	REVERSED FINANCE CHARGE	39.00CR		STMT/11-21		M	-				OTHER CHARGES	101.42412.0449
	411	12/22/21	LASER POINTER	4.74		STMT/11-21		M	-				GENERAL SUPPLIES	101.43425.0229
	411	12/22/21	DELBOSQUE-WORKSHOP REG.	10.00		STMT/11-21		M	-				TRAVEL-CONF.-SCH	101.43425.0333
	411	12/22/21	FLASH DRIVE MEMORY STICK	27.30		STMT/11-21		M	-				SMALL TOOLS	101.45432.0221
	411	12/22/21	CORK BOARD STRIPS	76.98		STMT/11-21		M	-				MTCE. OF STRUCTU	101.45432.0225
	411	12/22/21	MARKER FOR SKATES	10.78		STMT/11-21		M	-				GENERAL SUPPLIES	101.45432.0229
	411	12/22/21	LEARN TO SKATE SUPPLIES	14.39		STMT/11-21		M	-				GENERAL SUPPLIES	101.45432.0229
	411	12/22/21	LEARN TO SKATE WALKERS	215.49		STMT/11-21		M	-				GENERAL SUPPLIES	101.45432.0229
	411	12/22/21	AMAZON MEMBERSHIP-NOV	14.01		STMT/11-21		M	-				SUBSCRIPTIONS AN	101.45432.0443
	411	12/22/21	SKATE TRAINERS	258.72		STMT/11-21		M	-				SMALL TOOLS	101.45433.0221
	411	12/22/21	CHRISTMAS DECORATIONS	53.16		STMT/11-21		M	-				GENERAL SUPPLIES	101.45433.0229
	411	12/22/21	TONER	158.99		STMT/11-21		M	-				OFFICE SUPPLIES	101.45435.0220
	411	12/22/21	OFFICE SUPPLIES	16.77		STMT/11-21		M	-				OFFICE SUPPLIES	101.45435.0220
	411	12/22/21	COOKIES/SUPPLIES	35.35		STMT/11-21		M	-				GENERAL SUPPLIES	101.45435.0229
	411	12/22/21	CHRISTMAS LIGHTS	35.57		STMT/11-21		M	-				GENERAL SUPPLIES	101.45435.0229
	411	12/22/21	2021 WC TRIBUNE SUBSCRIP	39.90		STMT/11-21		M	-				SUBSCRIPTIONS AN	101.45435.0443
	411	12/22/21	FACEBOOK ADVERTISING	15.00		STMT/11-21		M	-				ADVERTISING	101.45435.0447
	411	12/22/21	FACEBOOK ADVERTISING	15.00		STMT/11-21		M	-				ADVERTISING	101.45435.0447
	411	12/22/21	FACEBOOK ADVERTISING	15.00		STMT/11-21		M	-				ADVERTISING	101.45435.0447
	411	12/22/21	FACEBOOK ADVERTISING	2.95		STMT/11-21		M	-				ADVERTISING	101.45435.0447
	411	12/22/21	FACEBOOK ADVERTISING	15.00		STMT/11-21		M	-				ADVERTISING	101.45435.0447
	411	12/22/21	FACEBOOK ADVERTISING	15.00		STMT/11-21		M	-				ADVERTISING	101.45435.0447
	411	12/22/21	RETURNED SOLAR LT EQUI	1,327.50CR		STMT/11-21		M	-				GENERAL SUPPLIES	235.41402.0229
	411	12/22/21	DEFIBRILLATOR PADS	82.67		STMT/11-21		M	-				GENERAL SUPPLIES	651.48484.0229
	411	12/22/21	SCADA PHONE LINE-NOV	34.55		STMT/11-21		M	-				COMMUNICATIONS	651.48484.0330
	411	12/22/21	SIETSEMA-WASTEWATER EXAM	56.37		STMT/11-21		M	-				TRAVEL-CONF.-SCH	651.48484.0333
	411	12/22/21	SIETSEMA-WASTEWATER TRNG	399.71		STMT/11-21		M	-				TRAVEL-CONF.-SCH	651.48484.0333
	411	12/22/21	CURBSIDE SUPPLIES	38.87		STMT/11-21		M	-				GENERAL SUPPLIES	899.45432.0229
	411	12/22/21	CURBSIDE CRAFTS	15.59		STMT/11-21		M	-				GENERAL SUPPLIES	899.45432.0229
	411	12/22/21	CURBSIDE SUPPLIES	56.54		STMT/11-21		M	-				GENERAL SUPPLIES	899.45432.0229
	411	12/22/21	CURBSIDE SUPPLIES	73.29		STMT/11-21		M	-				GENERAL SUPPLIES	899.45432.0229
	411	12/22/21	SLEIGH SUPPLIES	76.74		STMT/11-21		M	-				GENERAL SUPPLIES	899.45432.0229
	411	12/22/21	COOKIE DECORATING CRAFT	39.95		STMT/11-21		M	-				GENERAL SUPPLIES	899.45432.0229
	411	12/22/21	COOKIE DECORATING CRAFT	51.70		STMT/11-21		M	-				GENERAL SUPPLIES	899.45435.0229
	411	12/22/21	UCARE GAMES	53.93		STMT/11-21		M	-				GENERAL SUPPLIES	899.45435.0229
	411	12/22/21	BINGO WHEEL	32.35		STMT/11-21		M	-				GENERAL SUPPLIES	899.45435.0229
				8,496.53		*CHECK TOTAL								
			VENDOR TOTAL	8,496.53										
CARRANZA/NOE			002547											
	63754	12/29/21	INTERPRETED 11/30/21	120.00		366		D	N	01			PROFESSIONAL SER	101.42411.0446

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
CARRANZA/NOE			002547							
	63754	12/29/21	INTERPRETED 12/11/21	120.00		368		D N 01	PROFESSIONAL SER	101.42411.0446
				240.00		*CHECK TOTAL				
			VENDOR TOTAL	240.00						
CENTERPOINT ENERGY			000467							
	63755	12/29/21	NATURAL GAS-DEC	347.48		1133120/12-21		D -	UTILITIES	101.45001.0332
	63755	12/29/21	NATURAL GAS-DEC	3,237.11		6007939/12-21		D -	UTILITIES	101.43425.0332
	63755	12/29/21	NATURAL GAS-DEC	797.30		6102726/12-21		D -	UTILITIES	101.42412.0332
	63755	12/29/21	NATURAL GAS-DEC	143.93		6236671/12-21		D -	UTILITIES	230.43430.0332
	63755	12/29/21	NATURAL GAS-DEC	1,204.71		6401277/12-21		D -	UTILITIES	101.41408.0332
	63755	12/29/21	NATURAL GAS-DEC	468.89		8503501/12-21		D -	UTILITIES	651.48485.0332
	63755	12/29/21	NATURAL GAS-DEC	348.81		8512023/12-21		D -	UTILITIES	651.48485.0332
	63755	12/29/21	NATURAL GAS-DEC	9,569.17		8795475/12-21		D -	UTILITIES	651.48484.0332
				16,117.40		*CHECK TOTAL				
			VENDOR TOTAL	16,117.40						
CENTRAL COUNTIES COOPERA			001259							
	63756	12/29/21	FERTILIZER	435.72		18187		D -	GENERAL SUPPLIES	101.43425.0229
CHAMBERLAIN OIL CO			000154							
	63757	12/29/21	SCREW PUMP GREASE	114.75		381235-01		D -	MOTOR FUELS AND	651.48484.0222
CITY OF WILLMAR			000163							
	63758	12/29/21	ANTI-DUI CLASS-MOCKTAILS	100.00		122021		D -	ADVERTISING	101.42411.0447
CROW CHEMICAL & LIGHTING			000186							
	63759	12/29/21	HAND SOAP/WIPES/SUPPLIES	211.75		22827		D -	GENERAL SUPPLIES	101.43425.0229
	63759	12/29/21	NITRILE GLOVES/WIPES	513.40		22916		D -	GENERAL SUPPLIES	101.43425.0229
	63759	12/29/21	WIPES	126.60		22924		D -	GENERAL SUPPLIES	101.43425.0229
				851.75		*CHECK TOTAL				
			VENDOR TOTAL	851.75						
D&D ELECTRIC LLC			003686							
	63760	12/29/21	LIFT STATION REPAIRS	5,700.00		122321		D -	MTCE. OF EQUIPME	651.48487.0334
DAN'S SHOP INC			002212							
	63761	12/29/21	FILTERS	53.76		115868		D -	INVENTORIES-MDSE	101.125000
	63761	12/29/21	FILTERS	178.68		115959		D -	INVENTORIES-MDSE	101.125000
	63761	12/29/21	FILTERS	20.68		116102		D -	INVENTORIES-MDSE	101.125000
	63761	12/29/21	FILTERS	24.53		116349		D -	INVENTORIES-MDSE	101.125000
				277.65		*CHECK TOTAL				
			VENDOR TOTAL	277.65						
DELTA DENTAL OF MINNESOT			002867							
	63762	12/29/21	DENTAL INSURANCE-JAN	510.68		CNS0000853822		D -	COBRA INS PREMIU	101.120001
	63762	12/29/21	DENTAL INSURANCE-JAN	3,301.40		CNS0000853822		D -	PREPAID EXPENSES	101.128000
				3,812.08		*CHECK TOTAL				
			VENDOR TOTAL	3,812.08						

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
DOOLEY'S PETROLEUM INC			000212											
	63763	12/29/21	5,005 GALLONS UNLEADE	13,413.38		205119		D	-				INVENTORIES-MDSE	101.125000
	63763	12/29/21	2,990 GALLONS DIESEL	7,863.46		205119		D	-				INVENTORIES-MDSE	101.125000
	63763	12/29/21	158.10 GALLONS UNLEADED	446.23		938959		D	-				MOTOR FUELS AND	651.48484.0222
				21,723.07										
			VENDOR TOTAL	21,723.07										
														*CHECK TOTAL
DUININCK INC			000222											
	63764	12/29/21	1ST ST MILL & OVERLAY	35,800.43		2103-A/EST.3		D	-				MTCE. OF OTHER I	421.48451.0336
ETTERMAN ENTERPRISES			001567											
	63765	12/29/21	FLASHLIGHTS	98.84		318822		D	N	01			SMALL TOOLS	651.48484.0221
FARM-RITE EQUIPMENT			003002											
	63766	12/29/21	REPL. TOOL CAT BRISTLE	751.32		P35553		D	-				MTCE. OF EQUIPME	101.45433.0224
FELT/JAMES E			000993											
	63767	12/29/21	TKD SPONSORSHIP	100.00		120221		D	-				ADVERTISING	101.42411.0447
	63767	12/29/21	CERT WINTER HATS	667.23		122021		D	-				SUBSISTENCE OF P	101.42411.0227
				767.23										
			VENDOR TOTAL	767.23										
														*CHECK TOTAL
FLEETPRIDE			002973											
	63768	12/29/21	FILTERS	220.26		87797084		D	-				INVENTORIES-MDSE	101.125000
	63768	12/29/21	FILTERS	658.30		87797708		D	-				INVENTORIES-MDSE	101.125000
	63768	12/29/21	FILTERS	27.04		88077273		D	-				INVENTORIES-MDSE	101.125000
	63768	12/29/21	FILTERS	109.63		88276382		D	-				INVENTORIES-MDSE	101.125000
				1,015.23										
			VENDOR TOTAL	1,015.23										
														*CHECK TOTAL
FORUM COMMUNICATIONS COM			002269											
	63769	12/29/21	REQ. FOR PROPOSALS	256.80		17215		D	-				ADVERTISING	101.41402.0447
GARCIA'S LAWN CARE LLC			003568											
	63770	12/29/21	SNOW REMOVAL 11/12/21	35.00		111221		D	-				OTHER SERVICES	101.45001.0339
	63770	12/29/21	SNOW REMOVAL 12/05/21	30.00		120521		D	-				OTHER SERVICES	101.45001.0339
	63770	12/29/21	SNOW REMOVAL 12/07/21	30.00		120721		D	-				OTHER SERVICES	101.45001.0339
	63770	12/29/21	SNOW REMOVAL 12/11/21	30.00		121121		D	-				OTHER SERVICES	101.45001.0339
	63770	12/29/21	SNOW REMOVAL 12/16/21	30.00		121621		D	-				OTHER SERVICES	101.45001.0339
	63770	12/29/21	SNOW REMOVAL 12/18/21	30.00		121821		D	-				OTHER SERVICES	101.45001.0339
	63770	12/29/21	SALTED SIDEWALK 12/19/21	15.00		121921		D	-				OTHER SERVICES	101.45001.0339
				200.00										
			VENDOR TOTAL	200.00										
														*CHECK TOTAL
GRAINGER INC			000786											
	63771	12/29/21	HEADLAMPS	429.50		9153005070		D	-				SMALL TOOLS	651.48484.0221
HARTLAND OFFICIALS ASSOC			002608											
	63772	12/29/21	VOLLEYBALL OFFICIALS	1,840.00		122121		D	-				PROFESSIONAL SER	101.45432.0446



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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 PUBLIC HEAL	000378									
	63782	12/29/21	2022 FOOD SERV PERMIT	430.00		122021		D -	PREPAID EXPENSES	101.128000
KANDIYOHI CO TREASURER	000385									
	63783	12/29/21	#134049-LICENSE TABS	14.25		122021		D -	PREPAID EXPENSES	101.128000
KANDIYOHI CO-OP ELECTRIC	000375									
	63784	12/29/21	CO RD 23/HWY 71 BYPASS	108.00		STMT/12-21		D -	UTILITIES	101.43425.0332
	63784	12/29/21	ELEC SERV-SECURITY LIGHT	38.00		STMT/12-21		D -	UTILITIES	651.48486.0332
				146.00						
			VENDOR TOTAL	146.00						
										*CHECK TOTAL
KING'S ELECTRIC LLC	003138									
	63785	12/29/21	REPAIR UPS RECEPTACLE	74.27		1952		D -	MTCE. OF EQUIPME	651.48485.0224
	63785	12/29/21	REPAIR UPS RECEPTACLE	230.00		1952		D -	MTCE. OF EQUIPME	651.48485.0334
	63785	12/29/21	PLANT HEAT TESTING	720.00		1953		D -	MTCE. OF EQUIPME	651.48484.0224
	63785	12/29/21	L.S. HEAT TESTING	162.50		1953		D -	MTCE. OF EQUIPME	651.48485.0334
	63785	12/29/21	REPL. BALLAST-PARTS	49.26		1954		D -	MTCE. OF STRUCTU	101.41408.0225
	63785	12/29/21	REPL. BALLAST-LABOR	132.50		1954		D -	MTCE. OF STRUCTU	101.41408.0335
				1,368.53						
			VENDOR TOTAL	1,368.53						
										*CHECK TOTAL
KRISS PREMIUM PRODUCTS I	002122									
	63786	12/29/21	COOLING TOWER TREATMENT	943.38		174149		D -	GENERAL SUPPLIES	101.45433.0229
KRONOS	003457									
	63787	12/29/21	WORKFORCE READY SFTWRE	2,541.95		11850969		D -	SUBSCRIPTIONS AN	101.41420.0443
LOU'S GLOVES	003038									
	63788	12/29/21	NITRILE GLOVES	462.00		046909		D -	SUBSISTENCE OF P	651.48484.0227
LSE ARCHITECTS INC	003580									
	63789	12/29/21	CIVIC CENTER ROOF PROJ	6,250.00		3860		D -	PROFESSIONAL SER	101.45433.0446
	63789	12/29/21	CIVIC CENTER ROOF PROJ	6,700.00		3861		D -	PROFESSIONAL SER	101.45433.0446
				12,950.00						
			VENDOR TOTAL	12,950.00						
										*CHECK TOTAL
M.D. GRAPHICS	003263									
	63790	12/29/21	PODIUM REPAIR-MATERIALS	18.10		3160		D -	MTCE. OF STRUCTU	101.42412.0225
M-R SIGN CO INC	000424									
	63791	12/29/21	STREET SIGNS	135.41		214873		D -	MTCE. OF OTHER I	101.43425.0226
MACQUEEN EQUIPMENT INC	000427									
	63792	12/29/21	HYD. CYLINDER	138.47		P39099		D -	INVENTORIES-MDSE	101.125000
MAGNUSON SHEET METAL INC	001121									
	63793	12/29/21	FURNACE DRAFT INDUCER	275.80		141942		D -	MTCE. OF STRUCTU	101.45433.0225





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NAPA CENTRAL MN			000249											
	63806	12/29/21	CARB/BRAKE CLEANER	43.59		872684		D	-				GENERAL SUPPLIES	101.45433.0229
NCL OF WISCONSIN INC			001627											
	63807	12/29/21	LAB SUPPLIES	800.77		463223		D	-				GENERAL SUPPLIES	651.48484.0229
NELSON INTERNATIONAL			000568											
	63808	12/29/21	#118382-BELT/TENSIONER	275.32		X101091860:01		D	-				INVENTORIES-MDSE	101.125000
	63808	12/29/21	#132486-MIRROR/BEZEL	86.33		X101091860:02		D	-				INVENTORIES-MDSE	101.125000
	63808	12/29/21	#154576-MIRROR/BEZEL	86.33		X101091860:02		D	-				INVENTORIES-MDSE	101.125000
	63808	12/29/21	OIL FILTER	54.67		X101092073:01		D	-				INVENTORIES-MDSE	101.125000
	63808	12/29/21	#192741-MIRROR	64.98		X101092111:01		D	-				INVENTORIES-MDSE	101.125000
	63808	12/29/21	#192741-MIRROR	64.98		X101092333:01		D	-				INVENTORIES-MDSE	101.125000
	63808	12/29/21	#192741-SWITCH	62.96		X101092437:01		D	-				INVENTORIES-MDSE	101.125000
				695.57										
			VENDOR TOTAL	695.57										
														*CHECK TOTAL
NORTHERN STATES SUPPLY			000585											
	63809	12/29/21	PIPE PLUG FOR TRUCKS	9.23		10-597639		D	-				MTCE. OF EQUIPME	101.43425.0224
	63809	12/29/21	TRAFFIC PAINT	16.57		10-597692		D	-				GENERAL SUPPLIES	101.43425.0229
	63809	12/29/21	WIRE BRUSH	26.13		10-597732		D	-				SMALL TOOLS	101.43425.0221
	63809	12/29/21	SIGNAL LT REPAIR-PARTS	2.16		10-598045		D	-				MTCE. OF OTHER I	101.43425.0226
	63809	12/29/21	SAFETY JACKETS	127.53		10-598120		D	-				SUBSISTENCE OF P	101.45433.0227
	63809	12/29/21	HAMMERS/DRILL BITS	23.56		10-598136		D	-				SMALL TOOLS	101.43425.0221
	63809	12/29/21	DRILL BITS	27.25		10-598139		D	-				SMALL TOOLS	101.43425.0221
	63809	12/29/21	SAFETY JACKET	44.75		10-598365		D	-				SUBSISTENCE OF P	651.48484.0227
	63809	12/29/21	MANHOLE LADDER	165.00		10-598370		D	-				SMALL TOOLS	651.48485.0221
	63809	12/29/21	DIEMASTER BLADES	35.25		10-598461		D	-				SMALL TOOLS	101.45435.0221
	63809	12/29/21	GREASE GUN	62.45		10-598516		D	-				SMALL TOOLS	101.45433.0221
	63809	12/29/21	BATTERIES	212.04		10-598555		D	-				GENERAL SUPPLIES	101.43425.0229
	63809	12/29/21	WASHERS/NUTS/BOLTS	15.72		10-598569		D	-				MTCE. OF EQUIPME	101.43425.0224
	63809	12/29/21	BOLTS	111.31		1554500		D	-				MTCE. OF EQUIPME	101.43425.0224
	63809	12/29/21	BOLTS	98.07		1554501		D	-				MTCE. OF EQUIPME	101.43425.0224
	63809	12/29/21	RETURNED RAKES	468.00CR		1560029		D	-				SMALL TOOLS	101.43425.0221
	63809	12/29/21	PLANER KNIVES	52.39		1561571		D	-				MTCE. OF EQUIPME	101.45435.0224
	63809	12/29/21	BOLTS	73.83		1564657		D	-				MTCE. OF EQUIPME	101.43425.0224
	63809	12/29/21	BOLTS	48.88		1564658		D	-				MTCE. OF EQUIPME	101.43425.0224
	63809	12/29/21	BACKPACK VACUUM KIT	503.62		1565873		D	-				SMALL TOOLS	101.45433.0221
				1,187.74										
			VENDOR TOTAL	1,187.74										
														*CHECK TOTAL
O'REILLY AUTOMOTIVE INC			000650											
	63810	12/29/21	WIPER BLADES	30.39		1528-372821		D	-				MTCE. OF EQUIPME	101.42411.0224
	63810	12/29/21	WIPER BLADES	70.28		1528-374197		D	-				MTCE. OF EQUIPME	101.42411.0224
				100.67										
			VENDOR TOTAL	100.67										
														*CHECK TOTAL
PERKINS LUMBER CO INC			000604											
	63811	12/29/21	SCREWS	209.79		2112-138837		D	-				MTCE. OF EQUIPME	101.43425.0224

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PRO WATER SOLUTIONS			003529							
	63812	12/29/21	SOFTENER SALT	87.00		3023		D -	GENERAL SUPPLIES	101.45432.0229
QUICK SIGNS			001093							
	63813	12/29/21	SIGNAGE	67.00		178881		D -	MTCE. OF OTHER I	101.45433.0226
SCHULTZ/LOREN			003687							
	63814	12/29/21	EROSION CNTL DISKING	1,000.00		893290		D -	MTCE. OF OTHER I	101.43418.0336
SCHWEGMAN'S CLEANERS			000682							
	63815	12/29/21	ALTERATIONS	14.00		643764		D -	SUBSISTENCE OF P	101.42412.0337
SERVICE CENTER/CITY OF W			000685							
	63816	12/29/21	EQUIPMENT REPAIR-PARTS	218.93		STMT/12-21		D -	MTCE. OF EQUIPME	101.42411.0224
	63816	12/29/21	EQUIPMENT REPAIR-PARTS	651.83		STMT/12-21		D -	MTCE. OF EQUIPME	101.43425.0224
	63816	12/29/21	EQUIPMENT REPAIR-PARTS	20.17		STMT/12-21		D -	MTCE. OF EQUIPME	101.45433.0224
	63816	12/29/21	EQUIPMENT REPAIR-PARTS	578.03		STMT/12-21		D -	MTCE. OF EQUIPME	651.48484.0224
	63816	12/29/21	EQUIPMENT REPAIR-PARTS	113.11		STMT/12-21		D -	MTCE. OF EQUIPME	101.42411.0224
	63816	12/29/21	EQUIPMENT REPAIR-PARTS	200.47		STMT/12-21		D -	MTCE. OF EQUIPME	101.43425.0224
				1,782.54						
			VENDOR TOTAL	1,782.54						
										*CHECK TOTAL
SIETSEMA/SARA			003218							
	63817	12/29/21	WASTEWATER TRAINING	510.04		122921		D -	TRAVEL-CONF.-SCH	651.48484.0333
SPRINT			000578							
	63818	12/29/21	CELL PHONE USAGE-NOV	69.98		317498885-163		D -	COMMUNICATIONS	101.41409.0330
STOEN'S HYDROSTATIC SERV			002739							
	63819	12/29/21	HYD. MOTOR REPAIR	453.00		72346		D -	INVENTORIES-MDSE	101.125000
SYSCO WESTERN MINNESOTA			000161							
	63820	12/29/21	CONCESSION SUPPLIES	356.38		253052050		D -	GENERAL SUPPLIES	101.45433.0229
	63820	12/29/21	CONCESSION SUPPLIES	651.51		253060703		D -	GENERAL SUPPLIES	101.45433.0229
	63820	12/29/21	CONCESSION SUPPLIES	494.30		253064859		D -	GENERAL SUPPLIES	101.45433.0229
				1,502.19						
			VENDOR TOTAL	1,502.19						
										*CHECK TOTAL
THOMPSON *PETTY CASH/JU			003273							
	63821	12/29/21	REIMB. PETTY CASH	20.00		122321		D -	PROFESSIONAL SER	101.41403.0446
	63821	12/29/21	REIMB. PETTY CASH	50.00		122321		D -	LICENSES AND TAX	101.42411.0445
				70.00						
			VENDOR TOTAL	70.00						
										*CHECK TOTAL
THOMPSON/JUDY			000949							
	63822	12/29/21	MILEAGE 10/1-12/31/21	33.04		122921		D -	TRAVEL-CONF.-SCH	101.41403.0333
USA BLUE BOOK			001258							
	63823	12/29/21	SUBMERSIBLE TRANSDUCER	820.04		761532		D -	MTCE. OF EQUIPME	651.48485.0224



ACS FINANCIAL SYSTEM  
12/29/2021 14:45:55

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

CITY OF WILLMAR  
GL540R-V08.15 PAGE 13

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
REPORT TOTALS:				1,901,103.36										

RECORDS PRINTED - 000309

ACS FINANCIAL SYSTEM  
12/29/2021 14:45:55

Vendor Payment History Report

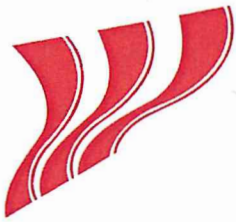
CITY OF WILLMAR  
GL060S-V08.15 RECAPPAGE  
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	264,933.34
205	INDUSTRIAL DEVELOPMENT	10,056.66
230	WILLMAR MUNICIPAL AIRPORT	3,655.76
235	WILLMAR MAIN STREET	1,137.50 CR
420	LOCAL OPT SALES TAX PROJECTS	1,467,830.66
421	S.A.B.F. - #2021B	46,700.79
651	WASTE TREATMENT	108,624.69
899	DONATION FUND (AGENCY)	438.96
TOTAL ALL FUNDS		1,901,103.36

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	1,901,103.36
TOTAL ALL BANKS		1,901,103.36



### City Council Action Request

<b>Council Meeting Date:</b>	January 3, 2022	<b>Agenda Item Number:</b>	5.E.
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Administration
<b>Resolution</b>	Yes	<b>Prepared by:</b>	City Administration
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Leslie Valiant, City Administrator
<b>No. of Attachments</b>	Two	<b>Presented By:</b>	Leslie Valiant, City Administrator
<b>Item:</b>	Prosecution Contract with Anderson Law Offices		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt a resolution approving entering into a professional services agreement with Anderson Law Offices, PLLC to provide prosecution legal services and civil enforcement of local ordinances.

**OVERVIEW:**

Anderson Law Office has been our prosecuting attorney since April 2012. An addendum to their contract was approved in May of 2015 to perform limited civil or administrative code enforcement work in connection with prosecution services. The current contract expires December 31, 2021 and they wish to renew the contract for another three-year period beginning in January.

The new contract proposes an increase in monthly fees consistent with past practices and utilization of legal services. During the years of 2019-2021 the average yearly court appearances have increased from 1502 average to 1747 with 2021 proving to be the busiest year ever due to the backlog of cases from the pandemic. This year their office is scheduled to make a least 2053 individual court appearances on behalf of the City.

Below is a fee table for yearly comparison:

Year	Fee	Year	Fee
2019	\$14,500/month	2022	\$18,000/month
2020	\$15,500/month	2023	\$19,000/month
2021	\$16,500/month	2024	\$20,000/month

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

Consider other agency proposals

**BUDGETARY/FISCAL ISSUES:**

As shown in above table

**ATTACHMENTS:**

- Resolution
- Professional Services Contract

**RESOLUTION NO.**

**APPROVING AGREEMENT WITH ANDERSON LAW OFFICES, PLLC**

Motion By: Nelsen

Second By: Asmus

BE IT RESOLVED by the City Council of the City of Willmar to approve an agreement with Anderson Law Offices, PLLC to provide prosecution legal services for 2022-2024 and authorize the Mayor and City Administrator to sign on behalf of the City.

Dated this 3rd of January, 2022

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

# A | ANDERSON LAW OFFICES, PLLC

THOMAS M. ANDERSON  
TOMANDERSON@ANDERLAWMN.COM

KRISTINE PETERSON-LAHR  
KRISPETERSON@ANDERLAWMN.COM

December 13, 2021



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

Dear Ms. Valiant,

As you know, Anderson Law Offices, PLLC has been providing criminal prosecution services to the City of Willmar pursuant to contract since April 1, 2012. Our current contract expires on December 31, 2021. We wish to renew our contract for another three (3) year period beginning January 1, 2022.

In the last two years, we have seen unprecedented changes to our prosecution practice due to the pandemic. Beginning in March 2020, the Courthouse ceased in-person operations pursuant to the State Supreme Court's Order. During this period, our office remained open to staff, and we continued to process new cases, conduct case reviews, and work with our partner law enforcement agencies and court staff. There was no framework at the time for the Court to exist in a virtual world. Through a great deal of collaboration with our local justice partners, we were able to navigate these uncertainties and create new processes and procedures to conduct remote court hearings. For example, I was part of a steering committee along with the County Attorney, Court Administrator, and Managing Public Defender that met frequently in the early stages of the pandemic to develop local procedures for virtual arraignments and other court proceedings. Through cooperation at the local and state level, we were able to keep criminal files moving forward, albeit at a much slower pace than usual.

In May 2020, the court began conducting hearings remotely via Zoom. The process began slowly, starting with new case filings, then continued for all pre-trial matters. We still did not have in-person jury trials or contested hearings. In fact, it was not until July 2020 when the local court held its first post-closure jury trial. The backlog of cases continued to grow during this period. Currently, the backlog of cases appears to be stabilizing as court operations slowly return to normal and limited in-person hearings and jury trials resume.

We continue to provide excellent service to victims of local crime which was a primary goal over the past several years. These services include recovering restitution on behalf of our local merchants and citizens who suffer losses from theft, property damage, and financial crimes, and assisting victims of people crimes which includes assault and domestic assault. We now have a Spanish speaking paralegal on staff which has enabled us to provide greater service to our non-

English speaking Hispanic population. We also continue to use interpreters when needed. Our commitment to servicing victims has returned thousands of dollars to our local merchants in restitution. Our work with victims of people crimes has resulted in high conviction rates and extensive programming aimed at rehabilitating offenders and empowering victims of crime to speak out against their abusers.

Moving forward, our goals for 2022 and beyond, are to continue to increase our efficiencies in handling caseload and continuing our excellent relationship with law enforcement and our partners in the criminal justice community. We are in daily contact with Willmar Police Captain Mike Anderson and take great pride in advising local law enforcement. Every Willmar Police officer has our personal cell phone numbers, and we invite them to contact us whenever needed. We feel that this is especially important considering the relative youth of our department. Our doors are always open to them when they need our assistance. We routinely receive many positive comments from officers regarding our follow-up with them.

We have two formal trainings planned with law enforcement for January regarding court processes which has been the subject of numerous questions from individual officers recently. We perform these functions as part of our prosecutorial responsibilities. We plan on holding more trainings in the upcoming year centering on best practices in DWI enforcement and evidence collection, to name a few.

We also look forward to continuing our work with city staff regarding enforcement of zoning violations and other civil services we provide the city.

Our goal, as always, is to make the city of Willmar a safe, welcoming, and productive place to raise a family and conduct business.

Enclosed, please find a proposed contract. This contract is similar in most respects to past contracts with two substantive changes in fees and costs.

First, we propose a modest increase in monthly fees. This increase is consistent with past practices and recognizes increases in utilization of legal services. Utilization of our services is based upon Court appearances, which is a fairly accurate benchmark of our attorney time spent as prosecutors.

During the years 2019-2021, our average yearly court appearances have increased from a 1502 average in years 2016-2019, to 1747 appearances. 2021 was our busiest year ever due to the backlog of cases from the pandemic. Already, through December, our office is scheduled to make at least 2053 individual court appearances on behalf of the city. We currently employ one full-time attorney (Thomas Anderson) and 1 part-time attorney (Kristine Peterson-Lahr), and a full-time paralegal (Nancy Garza) to cover these needs. Court appearances do not include preparation time, time spent drafting complaints, victim notification and advocacy, advising the Willmar Police Department and the Kandiyohi County Sheriff's Department, or our work with Kandiyohi County Community Corrections, or Court Staff.

Second, we have updated the expense portion of the contract to better reflect actual costs incurred by the Firm on behalf of the city. Actual costs of copies, paper, ink, and postage rates have increased a great deal since 2012, and these costs have never been updated. Therefore, we propose an increase of 4 cents per copy to 11 cents, and a modest increase in fax charges from 10 cents to 15 cents per page.

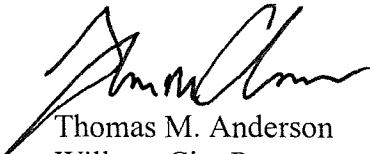
The major increase we propose would be in the annual amount of reimbursement for costs. In years past, we have been able to supplement costs of prosecution with income gained from civil forfeitures. The law on forfeitures has changed drastically and with the newest changes in the innocent owner law, expedited process, and the ability for forfeiture subjects to post bond and use ignition interlock devices, we believe forfeitures will soon become a thing of the past. In 2021 the Firm received only \$228 in forfeiture proceeds. We received no forfeiture proceeds in 2020 and approximately \$1200 in 2019. Our Lexis/Westlaw access alone, which is critical for our ability to render service to the city, costs the firm approximately \$450 a month. We have consistently exceeded the \$5,000 limit nearly every year we have provided service. Thus, the suggested change. As always, we strive to remain as efficient and cost effective as possible and do everything we can to reduce costs.

The remainder of the contract is unchanged. Tom Anderson will continue to be the primary attorney responsible for criminal prosecution work bringing more than 15 years of criminal law and trial experience, with nearly ten years of experience in primary criminal prosecution work for the city. Kristine Peterson-Lahr brings more than 20 years of legal experience most recently as an Assistant County Attorney in Hubbard County. Both attorneys grew up in the immediate area and are well familiar with the needs of the city and its citizens.

We greatly appreciate the city's confidence in our firm to provide these necessary services and look forward to continuing our relationship into the future.

Please review the enclosed proposal and contact us with any questions. We are generally available to meet with city staff, the council, or committee, at your convenience.

Yours Very Truly,  
ANDERSON LAW OFFICES, PLLC



Thomas M. Anderson  
Willmar City Prosecutor

CC: Robert Scott, City Attorney  
James Felt, Chief of Police

## 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, PLLC (hereinafter "FIRM").

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

WHEREAS, CITY and FIRM have a for the FIRM to provide prosecution legal services and civil enforcement of CITY's local ordinances; and

WHEREAS, the above-noted contract and addendum between CITY and FIRM will expire on December 31, 2021; and

WHEREAS, CITY has an ongoing need for the professional criminal prosecution legal services and civil enforcement of CITY's local ordinances with the particular training, ability, knowledge and experience possessed by FIRM; and

WHEREAS, CITY has determined that FIRM remains qualified and capable of performing criminal prosecution legal services and civil enforcement of CITY's local ordinances.

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 lead criminal prosecution legal counsel for CITY. Thomas M. Anderson, and his designees, as the designated and appointed City Criminal Prosecutor, will perform, supervise and be responsible to CITY for the criminal prosecution legal services and civil enforcement of CITY's local ordinances provided to CITY by FIRM.
2. AUTHORIZED CITY CONTACT PERSONS: The City Administrator and the Chief of Police or his/her 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 of 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 Willmar 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 or his designees are out of town or otherwise unavailable, or when FIRM has a conflict of interest.

In addition to all prosecutorial services outlined above, FIRM will provide limited civil legal services to CITY to the extent necessary to administratively or civilly enforce local ordinances including, but not limited to the enforcement of zoning violations at the request of the CITY's Administrator or Mayor.

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 January 1, 2022 through December 31, 2022	\$18,000.00/mo.
For the period January 1, 2023 through December 31, 2023	\$19,000.00/mo.
For the period January 1, 2024 through December 31, 2024	\$20,000.00/mo.

The hourly rate for FIRM in performing civil or administrative work on behalf of CITY is \$125.00 per hour.

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 criminal prosecution legal services and civil enforcement of CITY's local ordinances pursuant to the following schedule:

Mileage.....	Applicable I.R.S. rate
Photocopies.....	11 cents per page
Fax.....	15 cents per page
Westlaw/Lexis.....	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  
 Interpreters.....Actual cost  
 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  
 Witness/Expert Witness Fees.....Actual cost  
 Other expenses incurred after  
 receiving approval of CITY..... Actual cost

The total annual amount of reimbursement for these expenses shall not exceed \$10,000.

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 January 1, 2022, or later as 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 ninety (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 and civil enforcement of CITY's local ordinances 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> Street, P.O. Box 755, Willmar, MN 56201.

8.2. Notice to FIRM shall be delivered to Thomas M. Anderson, Anderson Law Offices, PLLC, 1001 South First Street, Suite C, 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 \$1,000,000.00 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 on January 1, 2022, 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**

**ANDERSON LAW OFFICES**

By: \_\_\_\_\_  
Marv Calvin, Its Mayor

By: \_\_\_\_\_  
Thomas M. Anderson

By: \_\_\_\_\_  
Leslie Valiant,  
Its City Administrator

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

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

MINNESOTA LAWFUL GAMBLING  
**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 raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Willmar Fests, Inc. Previous Gambling Permit Number: X-33503-21-011

Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 41-1653995

Mailing Address: P.O. Box 45

City: Willmar State: MN Zip: 56201 County: Kandiyohi

Name of Chief Executive Officer (CEO): Judy R. Thompson

CEO Daytime Phone: 320-214-5166 CEO Email: jthompson@willmarmn.gov  
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

Fraternal       Religious       Veterans       Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

**A current calendar year Certificate of Good Standing**  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division      Secretary of State website, phone numbers:  
60 Empire Drive, Suite 100      [www.sos.state.mn.us](http://www.sos.state.mn.us)  
St. Paul, MN 55103      651-296-2803, or toll free 1-877-551-6767

**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 toll free at 1-877-829-5500.

**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:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

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

Physical Address (do not use P.O. box): 611 West 5th Street

Check one:

City: Willmar Zip: 56201 County: Kandiyohi

Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): June 25, 2022

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

Bingo       Paddlewheels       Pull-Tabs       Tipboards       Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball 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** tab, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print City Name: City of Willmar

Signature of City Personnel:  
Judy R. Thompson

Title: City Clerk Date: 12/20/2021

**The city or county must sign before submitting application to the Gambling Control Board.**

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

The application is acknowledged with no waiting period.

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

The application is denied.

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

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

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

**TOWNSHIP (if required by the county)**  
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

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

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

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

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

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: Judy R. Thompson Date: 12/20/2021  
(Signature must be CEO's signature; designee may not sign)

Print Name: Judy R. Thompson

**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.

**Financial report to be completed within 30 days after the gambling activity is done:**  
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

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

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

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

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

MINUTES  
WILLMAR POLICE COMMISSION  
Friday, June 4, 2021

A meeting of the Willmar Police Civil Service Commission was held on Friday, June 4, 2021, at the Law Enforcement Center in Willmar.

Present were Police Civil Service Commission members President Dennis Anfinson, Vice President Mike Kubesh, and Secretary Earline Schulstad. Police Chief Jim Felt and Administrative Assistant Sue Edwards were also present.

The meeting was called to order by President Anfinson at 9:00 a.m.

A motion was made by Commissioner Kubesh, seconded by Commissioner Schulstad, to approve the April 22, 2021 minutes as submitted. **Motion carried.**

The Commission was presented with the background investigations done on the top six candidates currently on the eligibility register. The Chief explained that one of the candidates had asked to be removed from the eligibility register, as he had been offered a job with the Hutchinson Police Department.

Discussion followed on the completed background investigations. Commissioner Kubesh made a motion, seconded by Commissioner Schulstad, to certify the top six names to the appointing authority, with the recommendation to offer conditional offers for a police officer position to Jacob Van Dyken, Cortez Arredondo and David Vierling, upon successful completion of psychological and physical testing. **Motion carried.**

Chief Felt explained that there were two applicants who were interviewed for the Forensic Technology Analyst position on May 20, 2021, with Commissioner Schulstad participating in those interviews. After discussion of qualifications, etc., Commissioner Kubesh made a motion, seconded by Commissioner Schulstad, to recommend hiring Ross Smeby for the position. **Motion carried**

Chief Felt explained that with Sgt. Mike Jahnke retiring in January, it will leave a vacant sergeant position within the department. He requested authorization to start the promotional process in the next few months to have a promotional register ready by the time Sgt. Jahnke retires. Commissioner Kubesh made a motion, seconded by Commissioner Schulstad, to authorize Chief Felt to begin the promotional process for sergeant. **Motion carried**

Miscellaneous

Chief Felt informed the Commission that he received Officer Gene Schneider's official notice of retirement today, which is effective June 30, 2021.

Officer Alex Anderson is once again organizing the Community Day event. This year he has partnered with the Stingers and the event will be held August 7<sup>th</sup>, prior to the Stingers game.

With restrictions being lifted by the Governor, Coffee with the Cops will start up again sometime this summer.

The state-wide Police Explorers conference/competition was cancelled for the second year due to Covid. Detective Ben Hanneman set up an Explorers Academy, which was held four Saturdays in May, where a variety of topics were covered. The final Saturday consisted of awards given out, Chief Felt speaking, and parents being invited for coffee and cake.

There being no further business, a motion to adjourn was made by Commissioner Schulstad, seconded by Commissioner Kubesh. The meeting was adjourned.

Secretary Earline Schulstad  
by Sue Edwards

**MINUTES  
Central Community Transit  
Operations Board**

Tuesday, September 28, 2021

10:00 a.m.

Zoom Video Conference – Willmar Office

Members via Video/Phone: Amanda Becker, Paul Bukovich, Chad Christianson, Jeff Filipek, Deb Grunwald, Jill Pelzel, Judy Thompson, Jan Wrase

Members Absent: Jodi Findley, Michelle Prah, Donna Whitcomb

Staff via Video/Phone: Tiffany Collins, Transit Director; Donna Anderson, Assistant Transit Director; Doug Sweeter, Operations Coordinator; Patti Flannigan, Office Coordinator

Guest(s): David Euerle, Westberg Eischens, PLLP

Introductions

The meeting was called to order. Introductions were taken by roll call. Members Present: Amanda Becker, Chad Christianson, Jeff Filipek, Deb Grunwald, Jill Pelzel, Judy Thompson, Jan Wrase.

(Paul Bukovich joined the meeting at 10:35 a.m.)

Approval of Agenda

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

Approval of Minutes

**Judy Thompson made a motion to approve the minutes from June 22, 2021. Jan Wrase seconded the motion, which carried.**

2018 and 2019 Audit Presentation - David Euerle, Westberg Eischens, PLLP

Central Community Transit Audit Presentation for Year Ended December 31, 2018 and 2019 was given by David Euerle, Westberg Eischens, PLLP.

### Audit Report and Audit Findings

- Unmodified (clean) opinion on the financial statements
- Federal Award Findings:
  - Procurement policies do not conform to federal regulations
  - No documentation that vendors were not excluded from receiving federal funds
- Minnesota Legal Compliance:
  - One bank account exceeded FDIC limits and was not covered by collateral

### Financial Highlights for 2018

- Cash balance increased \$547,000
- Purchased 4 buses – cost \$322,000
- Adopted new accounting standards for pension reporting
  - Net pension liability recognized was \$1.2 million
- Reserve account balance increased to \$568,000
- Operating loss was \$155,000

### Financial Highlights for 2019

- Cash balance increased \$1.2 million
- Purchased 7 buses and 1 vehicle – cost \$619,000
- Reserve account balance increased to \$980,000
- Operating income was \$100,000

Based on the findings, Tiffany reported corrections were made regarding the FDIC limits. Revised Procurement Policies were adopted by the Joint Powers Board at the July meeting. The 2019 reserve account balance of \$980,000 is anticipated to be utilized towards the Building Project with the estimated local share of \$925,000.

### Director's Update

Financials Review - Tiffany reviewed financials through August with a target of 16.7% with the 2-year budget. Farebox Cash and Prepaid (2010.1 & 2010.2) collected 13,551.69 in August and Special Services (2024) collecting \$35,576.78. No further MnDOT Operation Grant funding has been requested as expenditures are below the budgeted amount, therefore funds would need to be paid back if overpaid by the state. Expenditures less Revenue equal balance of Federal Grant payment. The new buses haven't been received yet; funds remain. Reserve funds could be utilized for the Building Project and the Fare Collection Software. Reviewed Checking, Savings, Savings Direct and MPT Reserve Accounts. Expenditures at a target of 16.7% remaining. August Expenditures for Personnel at \$151,616.22, Administration \$55,047.46; Computer Expense (1161) consisted of \$40,000 for annual RouteMatch dispatching software subscription fees which were delayed a few months due to issues that have not been resolved, but getting better, Vehicle Charges \$36,076.11; tires ordered to prepare for winter, Operations Charges \$4,431.18; Other Rep/Maint.-COVID (1340.3) for tracking of COVID-19 expenses, Insurance Charges have been paid for the entire year, Capital Expenditures budget balance remains for 2020 & 2021 bus contracts.

General Transportation Volunteer Driver Program Revenues for Title III Donations and Cost Share and Contracts collected \$41,536 in August. Expenses include staff cost allocations including benefits with direct cost for advertising, training and office supplies with direct volunteer driver mileage reimbursements under 1333, 2024.15-2024.55 for August expenses totaling \$34,613. Elderly/Disabled 5310 transportation over June, July and August provided outings for Let's Go Fishing, Farm Tours and for a High School Reunion in Olivia.

Ridership - Doug Sweeter reported ridership is steadily climbing at 18,050 in August. As ridership is coming back, there are still some missing routes and ride requests that have been turned down due to the lack of drivers. The Evening Willmar route continues to end early, Saturday service is only running 1 route in place of 2, and Sunday service is not running at this time. Drivers are needed for a Monday - Friday full-time position, in addition to part-time service needs for Friday evening, Saturday and Sunday. The driver scheduler and office staff are driving to help fill route needs. 5310 program services are back. Jan Wrase reported that Medi-Van no longer has service due to no drivers. Jan will be working with patients and reaching out to CCT for accommodations.

Staffing Updates - Tiffany addressed the staffing needs for 1-2 full-time drivers needed in both Willmar and Litchfield and part-time drivers for all three locations. Everyone is working extra hours and longer hours. A job offer as been made for the H/R position.

Volunteer Driver Program Update - There are currently 40 Volunteer Drivers operating within all three counties working together to accommodate needs. Volunteer drivers are reimbursed \$0.54 per mile, in addition to meals depending on travel status, parking fees and occasional hotel stays with trips to places such as Rochester depending on the appointment times.

(Paul Bukovich joined at 10:35)

#### Committee Updates - Summary of Meetings - Transit Director

Committee meeting minutes were included for review:

Systems Resource Committee - July 6, 2021, August 3, 2021, September 7, 2021.

Administration Committee - July 14, 2021, August 11, 2021, September 8, 2021.

Tiffany continues to keep both committees up-to-date with CCT functions. Highlights from the Systems Resource Committee included: Ridership, hours and complaints. Meal & Vaccination Transportation continuation with a 30-day notice if unable to continue service. Uniform items put into place for this fall include an additional option for a rain jacket and a coat replacement allowance of \$80 for employees 5-years plus. Holiday discussion took place with places of business working on Good Friday and Christmas Eve. Jefferson Lines is utilizing the CCT Becker Bus Station Shelter as the pick-up and drop-off point for Willmar. Driver shortage needs remain and route needs continue for later evening weekday service and also for Sunday service. Litchfield currently has one Preschool route that is unable to be ran due to driver shortage. Appreciation Event discussion for this fall; last year an appreciation gift with a thank you letter

was given out. Committee members advised to not take part in an in-person event this year either.

Highlights from the Administration Committee included: Hiring of a mechanic, posting for H/R position and attempting to keep up staff morale. Audit finding were reviewed and discussed with future procurement needs specifically for accounting, IT and Fuel services. Application for replacement of network server, phone system and dispatch software in addition to replacement of agency van that was acquired with the Renville County merger; this will be discussed further during agenda #8 for possible placement into the 2022 Large Capital Application. Monthly updates with My-Ride fare collection project. Health Insurance for 2022 will be changing from BlueCross BlueShield to Medica; no change in premium. Bus orders for 2020 were reviewed with a recommendation to Joint Powers Board Chair for authorization. Financials and Bank Reconciliations continue to be reviewed monthly.

### Review of Wages - Recommendation

The 2021 Wage Comparison information was gathered to determine wages across the area. Four transit systems responded, in addition to data received from School Bus, Sanitation, Van Services and Retail. A wage increase is being looked at to entice new drivers to CCT and for the retention of current staff. The participating transportation agencies would like CCT to share the gathered Wage Comparison information amongst their agencies. The duties varied greatly amongst the manager positions with various job duties. Discussion took place regarding a proposal as of 11/1/21 to increase new start wage by \$1.50 and adjust all current positions and wage placement chart by the same amount. As of January 2021, the starting wage for CCT Driving positions seen a slight increase from \$13.86 to \$14.50, nothing was done with the rest of the workforce. Staff explained challenges with losing two drivers that were in for training to the school bus companies, as they offered a higher wage at \$20/hour plus mileage. Promoting of help wanted is taking place with yard stakes and writing on the bus windows. Job opening phone call inquires have expressed the wage as a turnoff regarding the requirements of a CDL with passenger endorsement. The concern is, if we don't do anything, other systems are still looking at doing something. Discussion took place of cutting routes with not having drivers. Board members expressed the need to remain competitive with other businesses as this is a service that is needed by many other people. We need to take care of the people that work for CCT, money talks and makes a difference, not just an appreciation gift. Recommendation to the Joint Powers Board included lengthy discussion without a recommendation, no consensus at the Operations Board level.

### 2022 Applications Updates

Title III Application - The Title III Application was submitted last week for \$81,477 to cover the mileage reimbursements to the drivers and other program expenses.

Large Capital - The 2022-2026 Large Capital Application is due 9-30-21. Capital items include: server, phone system and dispatch software. The Traverse was a great addition, but another

support vehicle such as a car or minivan would be helpful to serve as a non-revenue vehicle. The current van is a 2003 that was acquired with the Renville Counter merger and is seeing its age.

**Judy Thompson made a motion to add a support vehicle into the 2022-2026 Large Capital Application. Paul Bukovich seconded the motion, which carried all in favor.**

Vehicle - The Vehicle Application is due the early part of October. A review of the current fleet is challenging as we haven't received the 2020 or 2021 vehicles.

#### 2021 Vehicle Replacement Discussion - Bids reviewed by Admin Committee

The 2021 contracts are expected within the next week for approval for discussion with vendors for bus purchases. Contract pricing at \$95,000 for 5311 funds for 3 buses and a \$100,000 contract for 5339 funds for 1 bus; the additional \$5,000 is include for the requirement of an adaptive driver system with a camera sensor. Once the contracts are opened, a 60-day window is given for the bus orders. Due to the turnaround, the bus bids will once again be reviewed by the Administration Committee and then moved to the Joint Powers Board Chair for authorization.

#### "My Ride" - Fare Collection Project - Update

Weekly meetings are being held to work through the actual process of the fare collection. Challenges are arising with Genfares understanding of the three different agencies fare structures. The equipment has been ordered with an ETA after the first of the year. There is still a lot of work remaining. The Western MN Contactless Project continues for development of a mobile application for all transportation options in our area.

#### Other Updates

The 2022 Building Project for a conceptual design and budget will have until the end of the year to finalize with the State of Minnesota.

#### Meeting Set Up/Dates

Operations Board: December 21, 2021 - 10:00 a.m.

#### Committee Meetings:

System Resource Committee: November 2, 2021 - 1:00 p.m. (October Meeting Cancelled)

Administration Committee: October 13, 2021 - 8:00 a.m.

Central Community Transit Joint Powers Board Meeting: October 8, 2021 - 9:00 a.m.

Adjourn Meeting

The meeting adjourned at 11:24 a.m.

Submitted by,  
Patti Flannigan  
Office Coordinator

**Willmar Lakes Area CVB Board Meeting  
In-Person at the Willmar Lakes Area CVB & Online Via Zoom  
Tuesday, November 16, 2021 @ 12:00 Noon**

**Members Present:** Dave Baker, John Wallin, Judy Thompson, Sue Steinert, Sabrina Lere, David Feist, Ken Warner, Audrey Nelsen, Rob Baumgarn, John Dahl, and Steve Gardner

**Members Excused:** Dave Henle, Doug Kuehnast, Denny Baker, and Art Benson

**Guest Present:** Shane Keiser

**Staff Present:** Beth Fischer and Tanya Rosenau

- I. **Call to Order:** Feist called the meeting to order at 12:08 pm.
  - a. **Additions or corrections to the agenda:** Feist added an update from the Executive Committee under Committee Reports.
  - b. **Self-introductions:** Self-introductions were done.
- II. **Approve Minutes from the October 19, 2021 Meeting:** It was MSC (m/Steinert; s/Baker) to approve the minutes from the October 19, 2021 meeting.
- III. **Financial Report:** Thompson presented the financial report and reviewed the lodging tax revenues report. Thompson said the CVB will be purchasing some promotional items and supplies yet before the year-end. It was MSC (m/Baker, s/Steinert) to approve the financial report as it was presented. Baker would like to have the number of conventions each year on the bottom of the lodging report. Feist suggested room nights tied to the Conventions on the report.

[Gardner joined the meeting]

- IV. **GrandStay Update:** Baker shared that the GrandStay currently collects lodging tax which is given to the New London Business Network through the old New London Chamber tax ID number. The New London Township Board had a presentation from Sam Romain of the New London Business Network. Baker shared that the GrandStay Board of Directors voted 4 to 1 that they would like to see the money go to the Willmar Lakes Area CVB. Fischer will attend the GrandStay Board meeting on Tuesday, November 23<sup>rd</sup>, and give a presentation on what the CVB does for Kandiyohi County. After Baker gets a few more legality questions answered, he plans on presenting to the New London Township Board on why it would be beneficial for them to send the lodging tax money to the CVB. He would like to start off with a 50-50 split between the New London Business Network and CVB. Then after a while, it would be 100% to the CVB. There was a discussion on the legality of the lodging tax being used for retail purposes.
- V. **Committee Reports/Updates:**
  - a. **Sports:** Baumgarn shared that the curling league starts tomorrow, both boys and girls hockey has started, as well as the figure skating club and the Willmar WarHawks. This weekend 14 teams are participating in the Bantam A & B Tournament. Pre-cast walls will be installed this week at the new Event and Rec Center. The turf fields are completed. The softball complex south of the Civic Center is still being worked on. The Swansson field turf field has been installed and the grandstand will start to be built soon. At Robbins Island, work continues on the shelters. Fischer shared that all hockey tournaments are filling up and hotel rooms are being booked at hotels throughout the area.
  - b. **Leisure:** Gardner reported that he just came from the County Board meeting and they unanimously approved an increase of 50% or more on the seasonal rates for the County Parks. Daily rates did not go up substantially. They will continue to review the rates every other year. Also, sub-leasing of campsites will no longer be allowed or tolerated. There was a discussion about decreasing the number of seasonal

sites and possibly charging different rates for 30 amp versus 50 amp. Fischer shared that the Leisure Committee met at Kandi Land Farms and reviewed advertising tracking and website stats. They had a lengthy discussion about sports shows as two of the shows are on the same weekend. It will cost about \$7700-8000 to go to all four of the shows and they will need to purchase a second booth for the two shows on the same weekend. They reviewed the calendar of events and updates were given from tourism partners in the county.

- c. **Meetings & Conventions:** No new business to report.
- d. **Visitor Guide:** Steinert shared that they are scheduling the first meeting in December to start planning for the next guide, which will hopefully be available in the summer. They would like to use up the current guides as they have no year on the cover or event dates inside. Fischer reminded the Board that the advertisers in the current guide were given free ads to help our business partners during the pandemic.
- e. **Executive Committee:** Feist shared that in 2020 they started reviewing the operating guidelines and have made some minor changes in the wording to keep it current. The board will review the proposed updates at the next Board Meeting.

#### VI. **Affiliated Partnership Updates/Reports:**

- a. **Spicer Commercial Club:** Fischer shared that the ice castle will start to be built during the weekend of January 15<sup>th</sup> and they are currently working on securing WinterFest sponsors. The CVB will sponsor Spicer WinterFest in the amount of \$1,000. Any events that you want on the WinterFest table tents need to be turned in by December 8<sup>th</sup>.
- b. **New London:** Dahl shared that the winery has some construction going on. Ladies Night Out Weekend went well. There are looking forward to the busy holiday shopping season. The City of New London passed their school board referendum.

[Lere and Baumgarn left meeting]

- VII. **Executive Director Report:** Fischer reviewed the November Executive Director Report. She noted some upcoming events including the Coalition of Greater MN Cities fall conference, hockey tournaments, SW MN Synod Jr. High Youth Gathering, Holidayze, and Celebrate the Light of the World. She submitted content for our travel listing in the 2022-2023 MN Fishing Guide, contracted with TEN17 Media for content creation and targeted advertising, and contracted with snowtracks.com. She shared the top pages for October on the website and that traffic continues to be up over 2019 and 2020. She submitted a bid to host the MN Judicial Branch – Court Business Conference for 2022, 2023, and/or 2024. She went through the five conferences that were awarded to the Willmar Lakes Area this month. Fischer met with individuals from the MN DNR, City of Willmar, and Bolten & Menk to discuss the Glacial Lakes State Trailhead and possible options for funding improvements. She also met with a Glacial Ridge Curling representative to discuss the proposed curling facility and attended a campaign steering committee meeting. The CVB is sponsoring Celebrate the Light of the World for \$1000 and also sponsored the Central MN Cornhole event. Copies of the Executive Director's Report are available upon request from the CVB office. Baker shared that the Sibley State Park trail is all done from Highway 71 into Sibley State Park. However, the \$5 million that was needed to finish the trail from Highway 71 to New London is gone.

#### VIII. **Other Business:**

- a. **Word Around the Community:**
  - i. **Thompson:** Celebrate the Light of the World starts next week and Holidayze is this Saturday, November 20. The Taste of Downtown passport was added to Holidayze and you can purchase your tickets at the CVB. The City of Willmar will be working on redistricting as information becomes available.
  - ii. **Steinert:** Steinert is hoping for an uneventful weekend with hockey teams in the hotel.
  - iii. **Feist:** Feist is also hoping for an uneventful weekend as the Best Western Plus not only has hockey teams, but also the SW MN Synod Jr. High Youth.
  - iv. **Nelsen:** At the City Council meeting last night they approved change orders for the Robbins Island project and had a presentation on the downtown streetscape project. They had another

work session and made a commitment to start over with a needs assessment for the City Hall and Community Center. Work on 2<sup>nd</sup> Street is done for the season and it will be gravel for the winter.

- v. **Gardner:** The County Board meeting for December is being pushed back due to the Association of Minnesota Counties Conference. Gardner gave a shout-out to the New London Story Show that took place on Sunday.
- vi. **Wallin:** Wallin is looking forward to the workforce event on Friday that the Chamber is hosting. He gave a shout-out to Dave Baker for hiring a West Central Industries client of his for the hotel as she is loving her job.

vii.

b. **Other:**

c. **Next Meeting:** December 21<sup>st</sup>

**IX. Adjournment:** Feist adjourned the meeting at 1:27 pm.

Respectfully Submitted by,

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



City of Willmar  
**CONVENTION & VISITORS BUREAU**  
**Balance Sheet as of November 30, 2021**  
(As of 12/07/21)

**Assets**

Cash	\$ 43,804.33
Bremer Wealth Money Market	8.15
Petty Cash	50.00
Investments	316,454.01
Taxes Receivable	-
Accounts Receivable	-
Prepaid Expenses	3,530.41
Interest Receivable	-
<b>Total Assets</b>	<b>\$ 363,846.90</b>

**Liabilities**

Accounts Payable	\$ -
PPP2 Loan Share from Chamber	-
Unrealized Revenue - Taxes	-
<b>Total Liabilities</b>	<b>-</b>

**Fund Balance**

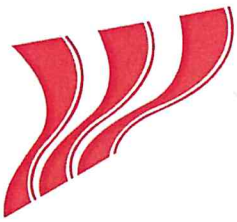
Restricted Fund Balance - Prepaid Expenses	5,002.58
Restricted Fund Balance - Governor's Fishing Opener	5,199.31
Committed Fund Balance - CVB	30,544.27
Assigned Fund Balance - Petty Cash/CVB	50.00
Restricted Fund Balance - CVB	236,568.74
Restricted Fund Balance - CVB 2021	86,482.00
<b>Total Fund Balance</b>	<b>363,846.90</b>

**Total Liabilities & Fund Balance** **\$ 363,846.90**



### Lodging Tax History

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
January	\$ 8,809.36	\$ 9,592.37	\$ 10,146.02	\$ 11,242.91	\$ 12,481.92	\$ 16,072.96	\$ 15,411.55	\$ 14,438.84	\$ 14,232.85	\$ 14,148.02	\$ 7,741.02
February	\$ 10,611.48	\$ 11,908.11	\$10,911.35	\$ 13,578.53	\$ 13,861.89	\$ 12,644.59	\$ 13,292.01	\$ 13,934.28	\$ 14,552.98	\$ 15,048.46	\$ 9,101.68
March	\$ 10,383.91	\$ 11,246.07	\$ 12,286.25	\$ 11,960.20	\$ 13,268.74	\$ 11,951.98	\$ 14,443.01	\$ 14,696.50	\$ 15,673.47	\$ 9,303.62	\$ 12,363.16
April	\$ 11,572.47	\$ 9,979.39	\$ 11,762.97	\$ 12,280.28	\$ 20,893.77	\$ 16,855.81	\$ 15,757.48	\$ 16,409.14	\$ 17,819.29	\$ 4,588.16	\$ 15,029.77
May	\$ 12,184.92	\$ 13,372.89	\$ 13,011.30	\$ 13,953.56	\$ 27,168.41	\$ 16,576.02	\$ 15,746.72	\$ 20,539.88	\$ 20,001.25	\$ 7,314.51	\$ 17,537.08
June	\$ 16,310.94	\$ 17,056.44	\$ 17,723.80	\$ 21,493.18	\$ 31,353.36	\$ 23,587.69	\$ 26,686.49	\$ 28,342.49	\$ 24,163.13	\$ 12,608.70	\$ 23,624.61
July	\$ 21,102.74	\$ 19,419.80	\$ 20,870.17	\$ 23,504.27	\$ 31,335.96	\$ 21,423.26	\$ 27,584.55	\$ 28,880.56	\$ 26,044.25	\$ 16,449.45	\$ 28,542.94
August	\$ 17,099.31	\$18,441.81	\$ 19,836.73	\$ 19,602.33	\$ 26,012.06	\$ 24,542.87	\$ 26,921.27	\$ 26,212.67	\$ 25,113.28	\$ 17,345.10	\$ 28,063.26
September	\$ 14,485.25	\$ 16,027.03	\$ 16,596.08	\$ 15,996.62	\$ 19,337.47	\$ 20,738.25	\$ 21,674.86	\$ 24,656.95	\$ 23,058.37	\$ 16,540.48	\$ 23,485.38
October	\$ 13,417.43	\$ 13,824.00	\$ 15,507.78	\$ 16,011.42	\$ 17,588.17	\$ 19,325.13	\$ 21,137.60	\$ 23,002.47	\$ 22,999.10	\$ 16,290.21	\$ 20,545.88
November	\$ 11,366.74	\$ 11,414.80	\$ 12,603.31	\$ 12,749.26	\$ 13,727.63	\$15,342.87	\$14,726.67	\$17,698.50	\$17,729.37	\$8,651.30	
Camping	\$ 14,625.30	\$ 14,728.80	\$ 14,885.55	\$14,858.75	\$14,785.45	\$15,497.95	\$15,862.70	\$16,275.30	\$15,594.25	\$13,829.45	\$17,917.95
December	\$10,045.27	\$ 10,378.89	\$ 11,250.37	\$ 12,489.86	\$ 13,694.93	\$13,812.73	\$13,553.46	\$14,020.88	\$14,276.98	\$6,674.59	
<b>Total Lodging tax</b>	<b>\$ 161,969.85</b>	<b>\$ 177,390.40</b>	<b>\$ 187,391.68</b>	<b>\$ 199,721.17</b>	<b>\$ 255,509.76</b>	<b>\$ 228,372.11</b>	<b>\$ 242,798.37</b>	<b>\$ 259,108.46</b>	<b>\$ 251,258.57</b>	<b>\$ 158,792.05</b>	<b>\$ 203,952.73</b>



### City Council Action Request

<b>Council Meeting Date:</b>	January 3, 2022	<b>Agenda Item Number:</b>	9.
<b>Agenda Section:</b>	Regular	<b>Originating Department:</b>	Finance
<b>Resolution</b>	Yes	<b>Prepared by:</b>	Steve Okins, Finance Director
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Leslie Valiant, City Administrator
<b>No. of Attachments</b>	2	<b>Presented By:</b>	Leslie Valiant, City Administrator
<b>Item:</b>	Intergovernmental Transfer and ECPN Payments with Carris Health		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt a resolution authorizing the Mayor and City Administrator to execute the agreement for Intergovernmental Transfer and ECPN Payments by and between Carris Health, Rice Memorial Hospital, Rice Care Center and the City of Willmar.

**OVERVIEW:**

Pursuant to the affiliation agreement and related operating lease agreement between the City of Willmar, CentraCare Health System and Carris Health, the real property upon which Rice Hospital’s facilities and the Care Center’s facilities are located, is exempt from paying real estate taxes. Previously, Rice Hospital and the City have entered into agreements whereby the hospital would remit to the city annual negotiated intergovernmental transfer payments in consideration for the municipal services provided to Rice Hospital by the City. Both parties desire to continue this annual intergovernmental transfer. Details of the payments are included in the agreement.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

**BUDGETARY/FISCAL ISSUES:**

This agreement will continue to provide revenue annually. The ECPN reimbursement may be reduced to more accurately reflect the actual costs anticipated to be expended.

**ATTACHMENTS:**

- Resolution
- Agreement

RESOLUTION NO. \_\_\_\_

**CARRIS HEALTH INTERGOVERNMENTAL TRANSFER AGREEMENT**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar to authorize the Mayor and Administrator to execute the "Agreement for Intergovernmental Transfer and ECPN Payments by and between Carris Health, Rice Memorial Hospital, Rice Care Center and the City of Willmar" effective January 1, 2022.

Dated this 3rd day of January, 2022

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**AGREEMENT FOR INTERGOVERNMENTAL TRANSFER AND ECPN PAYMENTS BY AND  
BETWEEN CARRIS HEALTH RICE MEMORIAL HOSPITAL, RICE CARE CENTER AND  
THE CITY OF WILLMAR**

This Agreement is made and entered into this \_\_\_\_\_ of \_\_\_\_\_, by and between Carris Health, LLC, a Minnesota non-profit limited liability company, Carris Health Rice Memorial Hospital, a hospital located in the City of Willmar (hereinafter referred to as "Rice Hospital"), Rice Care Center, a nursing facility located in the City of Willmar (herein referred to as Care Center), and the City of Willmar, a Minnesota municipal corporation (hereinafter referred to as "City") (the "Agreement"), WITNESSETH:

WHEREAS, Rice Hospital is a public Hospital located at 301 Becker Avenue Southwest in the City and possesses the powers of a nonprofit corporation relative to its delivery of healthcare services pursuant to Minn. Stat. § 144.581;

WHEREAS, Care Center is a nursing facility located at 1801 Willmar Avenue SW, Willmar, MN 56201;

WHEREAS, pursuant to the Affiliation Agreement and related Operating Lease Agreement between the City, CentraCare Health System, and Carris Health, the City, (hereinafter referred to as "Lease Agreement") acting pursuant to its statutory authority under Minn. Stat. § 447.47, leased and transferred the operations of Rice Hospital and Care Center to Carris Health and Carris Health assumed the day-to-day operations of Rice Hospital and Care Center and, in connection therewith, acquired certain operating assets and employees of Rice Hospital and Care Center, pursuant to Article II of the Lease Agreement;

WHEREAS, the real property upon which Rice Hospital's facilities in the City and Care Center's facilities in the City are located is exempt from paying real estate taxes;

WHEREAS, Rice Hospital and the City have previously entered into agreements whereby the Hospital would remit to the City annual negotiated intergovernmental transfer payments in consideration for the municipal services provided to Rice Hospital by the City, and the Hospital agreed to continue making such annual payments to the City in Article III, Section 3.1 of the Lease as part of the consideration for the rights granted to the Hospital under the Lease;

WHEREAS, the parties desire to implement the annual intergovernmental transfer required in Article III, Section 3.1 of the Lease as outlined below:

WHEREAS, the parties intend to participate in the Equitable Cost-sharing for Publicly-owned Nursing facilities;

NOW, THEREFORE, BE IT RESOLVED by and between the parties as follows:

- I. Effective January 2018, Rice Hospital's annual intergovernmental transfer payments to the City shall be made in monthly installments in the amount of one month of the annual payment on required for such year pursuant to Article III, Section 3.1 of the Lease. Rice Hospital shall pay to the City an annual intergovernmental transfer payment in the amount provided for in Article III, Section 3.1 of the Lease pursuant to Article III of the Lease Agreement.

2. Furthermore for the purpose of supporting the Rice Care Center in terms of additional reimbursement received by the Care Center, an additional payment related to Equitable Cost-sharing for Publicly-owned Nursing facilities (ECPN) program and for the period of January 1, 2018 through December 31, 2018, Carris Health will pay the City \$3,850.00 per month.
3. In addition and related to ECPN, for the period of January 1, 2019 through December 31, 2019, Carris Health will pay the City \$9,400.00 per month.
4. In addition and related to ECPN, for the period of January 1, 2020 through December 31, 2020, Carris Health will pay the City \$5,900.00 per month.
5. In addition and related to ECPN, for the period January 1, 2021 through December 31, 2021, Carris Health will pay the City \$11,033.72 per month.
6. In additional and related to ECPN, for the period January 1, 2022 through December 31, 2022, Carris Health will pay the City \$13,936.74
7. The parties hereby agree that the terms and conditions of this Agreement shall remain in effect through December 31, 2022.
8. The parties further agree that this Agreement shall be renegotiated annually and that this Agreement may only be modified by written amendment executed by both parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first referenced above.

**CITY OF WILLMAR**

**CARRIS HEALTH RICE MEMORIAL HOSPITAL**

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

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

Mayor

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

City Administrator



DEPARTMENT OF HUMAN SERVICES

Application for Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN) Minnesota Statutes, 256R.48 - January 1, 2022 through December 31, 2022

1) Facility

Legal Name Carris Health- Rice Memorial Hospital Provider NPI Number 1245280080

Address 1801 Willmar Ave SW Willmar, MN 56201

Administrator of facility

Name Email Address Phone Pamela Adam, Administator pamela.adam@carrishealth.com 320-214-2745

Other facility contact

Name Email Address Phone Jennifer Holtz, Finance Director jennifer.holtz@centracare.com 320-243-7769

2) Physical plant owner(s)

Legal Name & Percentage of Ownership if Multiple Owners Email Address City of Willmar %

Address PO Box 755 Willmar, MN 56201

Legal Name & Percentage of Ownership Email Address %

Address

Physical plant owner contact(s)

Name Title Email Address Leslie Valiant City Administrator lvaliant@willmarmn.gov

Address (if different from above) Phone 333 Southwest 6th Street Willmar, MN 56201 320-235-4913

Name Title Email Address

Address (if different from above) Phone

### 3) License holder

Facility

Physical plant owner

#### License holder contact (if different from above)

Name

Title

Email Address

Address

Phone

### 4) Election for requested rate increase

Facility requests an increase to the payment rate of \$23.09, not to exceed \$23.09 per resident day.

### 5) **IMPORTANT** – Person and address where ECPN invoices should be mailed. Please notify David Hill at the email below if this changes.

Name

Title

Email Address

Pamela Adam

Administator

pamela.adam@carrishealth.com

Address

Phone

1801 Willmar Ave SW Willmar, MN 56201

320-214-2745

### 6) Terms and conditions

The undersigned understands and agrees that:

- Participation is through December 31, 2022 unless terminated by either party.
- Application to participate in this program is voluntary and may be terminated with thirty days written notice.
- Commissioner may reduce payment rates under the ECPN program and may terminate the program at any time at the sole discretion of the commissioner.
- The new or increased contributions for the non-federal share of the Medicaid payments are certified to be voluntary and the State is in no way requiring provision of the funding.
- The full benefit of participation in the ECPN program must stay with the nursing facility. The owner agrees to not take any of the benefit away from the facility. **The nursing facility agrees that facility resources will not be used to pay the non-federal share of Medicaid payments to the local government entity or to the State. The owner agrees to not use facility resources to pay the non-federal share of Medicaid payments.**
- The intergovernmental transfer for the increased contribution for the non-federal share of Medicaid payments must be received prior to the payment of the alternate rate.

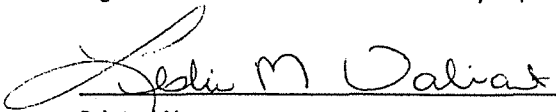
- During the effective period of this application, owner may reduce participation level one time during the rate year, with at least 30 days written notice before the first day of any month.
- To continue participation in the ECPN program, the local government entity must either be the facility license holder or owner of the physical plant. Participation in the program will be terminated effective on the first day of the month following a change in status if the local entity is no longer either the facility license holder or owner of the physical plant. On the date of termination, payment rates will be adjusted to the level they would have been if the local government entity had not participated.
- If the amount of owner's obligation changes during participation due to census changes owner shall notify DHS. DHS will adjust amount of agreed upon contribution accordingly.

I certify that the information contained herein is true and accurate to the best of my knowledge, that I accept the Terms and Conditions stated in part 5 of this application and that I am authorized to submit this application on behalf of the owner.

**By signing this, Local Governmental Entity agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments**

Signature of Local Governmental Entity Representative

Date



11/18/2021

Printed Name

Title

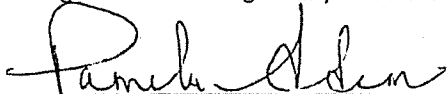
Leslie Valiant

City Administrator

**By signing this, Nursing Facility agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments**

Signature of Nursing Facility Administrator

Date



11/18/2021

Printed Name

Title

Pamela Adam

Administrator

Return completed form by email or mail to:

[david.c.hill@state.mn.us](mailto:david.c.hill@state.mn.us)

David C. Hill - Nursing Facility Rates & Policy  
 Department of Human Services  
 PO Box 64973  
 St. Paul, MN 55164-0973

**Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN)**  
**January 1, 2021 through December 31, 2021**

Estimated Revenue Calculation

34004

Rice Care Center

<b>Reported Resident Days for 10/01/2018 - 9/30/2019</b>	<b>MA/PP Days</b>	<b>ECPN Rate per Day</b>	<b>Estimated January - December 2021 Revenue</b>		<b>Non-Federal Share of MA Revenue</b>	<b>Monthly Payment by Owner to DHS January to December 2021</b>
Medical Assistance	15,378	17.22	\$264,809.16	MA	\$132,404.58	\$11,033.72
Private Pay	3,156	17.22	\$54,346.32	Private Pay		
			<u>\$319,155.48</u>			

You may change the resident days in Cells D11 and D13 to reflect a more recent 12 month period

You may also change the ECPN rate per day in Cells E11 and E13 to an amount less than the maximum.

**Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN)  
January 1, 2022 through December 31, 2022**

**Estimated Revenue Calculation**

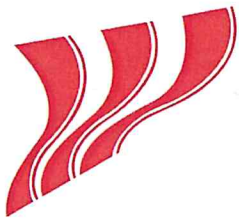
34004

Rice Care Center

<u>Reported Resident Days for 10/01/2019 - 9/30/2020</u>	<u>MA/PP Days</u>	<u>ECPN Rate per Day</u>	<u>Estimated January - December 2022 Revenue</u>		<u>Non-Federal Share of MA Revenue</u>	<u>Monthly Payment by Owner to DHS January to December 2022</u>
Medical Assistance	14,486	23.09	\$334,481.74	MA	\$167,240.87	\$13,936.74
Private Pay	3,823	23.09	\$88,273.07	Private Pay		
			<u>\$422,754.81</u>			

You may change the resident days in Cells D11 and D13 to reflect a more recent 12 month period

You may also change the ECPN rate per day in Cells E11 and E13 to an amount less than the maximum.



### City Council Action Request

<b>Council Meeting Date:</b>	January 3, 2022	<b>Agenda Item Number:</b>	10.
<b>Agenda Section:</b>	Regular	<b>Originating Department:</b>	City Administration
<b>Resolution</b>	Yes	<b>Prepared by:</b>	City Administration
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Leslie Valiant, City Administrator
<b>No. of Attachments</b>	Two	<b>Presented By:</b>	Leslie Valiant, City Administrator
<b>Item:</b>	Consider adopting a resolution updating fees for services, permits, licenses and rental rates		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt a resolution to establish the fees for services, permits, licenses and rental rates.

**OVERVIEW:**

Historically the City reviews the fees established for services, permits, licenses and rental rates. City staff has submitted suggested revisions to the current rates shown in the attached fees resolution in legislative print. This proposed resolution includes the new rates established by the recently council adopted facility use policy and rental fees adopted by the Park and Recreation Board.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

Propose changes to the fees

**BUDGETARY/FISCAL ISSUES:**

N/A

**ATTACHMENTS:**

- Resolution
- Facility Use Policy

**RESOLUTION NO.  
ESTABLISHES FEES FOR SERVICES, PERMITS AND LICENSES  
AND ESTABLISHES RENTAL RATES FOR CITY EQUIPMENT**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

WHEREAS, the City Council of the City of Willmar duly establishes fees for service, sets fees for permits and licenses, and establishes rental rates for City equipment.

NOW, THEREFORE, BE IT RESOLVED that the below listed fees be duly adopted for the year 2022 and the same hereby ordered kept on file in the office of the City Clerk.

**CITY CLERK:**

**Liquor License Investigation Fees:**

Sole Proprietor	\$125.00
Partnership	\$150.00
Corporation	\$300.00
Limited Liability Company	\$150.00

**Liquor Licenses:**

On-Sale Liquor	\$4,000.00 per year
Off-Sale Liquor	\$950.00 per year
Club On-Sale Liquor	\$300.00 per year
On-Sale Wine	\$200.00 per year
On-Sale Sunday	\$200.00 per year
On-Sale 3.2% Malt Liquor	\$150.00 per year
Temporary On-Sale Liquor	\$100.00 per year
On-Sale Taproom	\$150.00 per year
Off-Sale Taproom	\$150.00 per year
Off-Sale Brewpub	\$150.00 per year
<hr/>	
City Park Special Event-Liquor	\$100.00 per event
Civic Center Special Event-Liquor	\$100.00 per event
Community Festival Event-Liquor	\$100.00 per event

Café – Restaurant, Bowling Alley, Taxi Cab	\$30.00 per year
Carnival, Circus, Exhibition	\$30.00 per day
Cat & Dog	\$3.00-7.50 per year
Dance, Parade, Run/Walk, Special Event, Street Fair	\$30.00 per event
Dumpster, Service Parking	\$30.00 per 30 days
Fireworks Indoor Display	\$50.00 per event
Fireworks Outdoor Display	\$30.00 per event
Fireworks Sales & Storage	\$100.00 per event
Mobile Food Unit	\$50.00 per event or 150.00 per year
Pawnbrokers	\$150.00 per year
Street Closure	\$50.00 per event
Theatre	300.00 per year

**ADMINISTRATIVE FEES:**

Chapter 9, Article I, Section 9-3	
Nuisance Abatement — Administrative Fee	\$75.00
Chapter 9, Article III, Section 9-43	
Removal of Weed/Grass Nuisance — Administrative Fee	\$75.00
Chapter 9, Article VI, Section 9-66	
Removal of Infected Trees — Administrative Fee	\$75.00
Chapter 9, Article I, Section 13-2	
Payment for Current Service —Administrative Fee (snow removal, sidewalk repairs, etc.)	\$75.00

PUBLIC WORKS:

Maintenance Trucks:

3 -5 Ton Trucks	\$35.00/hour
1 Ton Truck	\$18.00/hour
3 -5 Ton Truck/Plow/Sander	\$41.00/hour
3 -5 Ton Truck/Plow/Sander/Wing	\$55.00/hour
1 Ton Truck Plow	\$27.00/hour
½ - ¾ Ton Pickup	\$17.00/hour
1 Ton /Water Tank	\$27.00/hour

Tractors, Loaders, Motor Graders:

2 -3 CY Loaders	\$82.00/hour
Loader/Plow/Wing	\$102.00/hour
Loader/Snow Blower	\$122.00/hour
Motor Grader	\$96.00/hour
Motor Grader/One-Way Plow	\$102.00/hour
Motor Grader/One-Way Plow/Wing	\$115.00/hour
40-50 Hp Tractor	\$21.00/hour
40-50 Hp Tractor/Attachments	\$35.00/hour
MT Trackless/Blower/Mower	\$61.00/hour
90 Hp Tractor/22' Flail Mower	\$55.00/hour
30-40 Hp Unit Mower/Blower/Sweeper	\$35.00/hour
Skid-Loader	\$35.00/hour
Skid-Loader/Attachments	\$50.00/hour
Snowplowing Sidewalks (incl. labor and equipment)	\$1.00/LF

Specialty Equipment:

Air Conveyance Unit	\$55.00/hour
Elgin Sweeper (4 CY)	\$70.00/hour
Hydraulic Sewer Cleaner	\$68.00/hour
Paint Sprayer	\$9.00/hour
Paint Sprayer and 1 Ton Truck	\$27.00/hour
50' Bucket Truck	\$70.00/hour
30' Bucket Truck	\$41.00/hour
Brush Chipper	\$29.00/hour
Tamper	\$9.00/hour
Bituminous Distributor and Truck (less material)	\$50.00/hour
Bituminous Roller	\$55.00/hour
Grass and Leaf Pickup Broom	\$29.00/hour
Chain Saws	\$10.00/hour
Trailers	\$12.00/hour
Over Seeder	\$29.00/hour
Turf Pro	\$29.00/hour
Gator and Sprayer	\$27.00/hour
Generator	\$9.00/hour
Trash Pumps	\$9.00/hour
Utility Vehicle with Crane Hoist	\$42.00/hour
Air Compressor	\$25.00/hour

Materials:

Winter Sand Mixed with Salt	\$55.00 CY
Gravel	\$20.00/Ton
Bituminous Cold Mix	\$105.00/Ton
Chalk Dust (50lb. bag)	\$8.00/bag
Diamond Dry (50lb. bag)	\$13.00/bag
Bituminous Repair (incl. labor and equipment)	\$55.00/SY

Labor:	
Regular	Contract rate plus 53%
Overtime	Contract rate plus 53%

Access Fees:	
Industrial Park Storm Pond	\$835.00/acre
Radio Station Drive Lift Station	\$595.00/acre
Abbott Drive, Lift Station	\$895.00/acre
Wastewater Treatment:	
5,000 gallon tanker with hydraulic boom:	\$30.00/hour
Portable Lab Sampler	\$5.00/hour

Airport:	
Conference Room	\$40.00/non-airport related meetings

PARKS & RECREATION

Adult recreation programs will charge cost of program, officials, balls, sanctioning fees, etc. plus \$7 per team court fee for volleyball/basketball and \$10 per team field fee for softball.

BALL FIELDS

Baseball/Softball Fields	\$50.00 per game
	\$250.00 daily rate per field
Lights for ball fields	\$25.00 per day per field
Baker Field (field only)	\$300.00 per day
Orange BB Field	\$250.00 per day
Picnic Area behind Taunton Stadium	\$75.00 per day

SHELTERS

Four Season Shelter	\$130.00 per day
Enclosed Park Shelters ( <del>Robbins Island &amp; Rice Park</del> (Guri, Hilltop, Shelter #1 and Rice)	\$110.00 per day
<del>Open Shelter #1 (has electricity)</del>	<del>\$40.00 per day</del>
Open Shelter #2 & Lions (no electricity)	\$30.00 <del>\$40.00</del> per day
Damage Deposit	\$100.00

EQUIPMENT

Bleachers -7 High	\$100.00 per day plus staff costs
Picnic Tables Rental (12 maximum) (for pickup only - no delivery)	\$10.00 per table per day
Barricades	\$2.00 per day
Minimum charge for hauling barricades	\$20.00

SHOWMOBILE

Events in Willmar (not for profit)	\$215.00 per day + staff expenses
Events in Willmar (for profit)	\$500.00 per day + staff expenses
(Plus Clean-up/Damage Deposit)	\$200.00
Staff Expenses	\$80.00-\$280.00 depending upon number of staff

AQUATIC CENTER

Individual Season Pass	\$90.00
Family of Two	\$130.00
Family of Three	\$140.00
Family of Four	\$150.00
Family of Five	\$160.00
Family of Six	\$170.00
Each Additional Family Member	\$15.00
Daily Admission Rate	\$3.00
Observers	\$3.00

Group Admissions	\$2.50
Discount Coupons:	
10 coupons	\$25.00
20 coupons	\$45.00
Pool Rental – 2 hour minimum	\$100.00 per hour plus guard/staff fees

CITY AUDITORIUM

Gym Rental	\$50.00 per hour not to exceed \$300.00 per day <u>min. two hours</u>
Staffing	\$20.00 per hour
Stage	\$20.00 hour

**Omit after February, 2022**

Range Rental	\$80.00 per hour plus certified Rangemaster (if the group doesn't have one)
Open Range	\$8.00 per half hour

CIVIC CENTER

Cardinal Arena Dry Floor events	\$580.00 per day plus services
Ice Rental	\$155.00 per hour till April 1
Blue Line Arena Dry Floor events	\$400.00 per day plus services
Ice Rental	\$155.00 per hour till April 1
Lobby	\$75.00 per day
Staffing	\$20.00 per hour

COMMUNITY CENTER

Burlington Northern or Selvig Rooms	\$60.00 each per day OR \$100.00 per day for both
Sunshine Room	\$40.00 per day
Reynolds Room	\$25.00 per day
Staffing	\$20.00 per hour

EVENTS AND RECREATION CENTER

Meeting Room A/B	\$25.00 per day \$40.00 per day for both
Community Room	\$40.00 per day
Dry Floor Space/Gym	Full gym \$50.00 per hour not to exceed \$300.00 per day. <u>Min. 2 hours</u> Half gym \$25.00 per hour not to exceed \$150.00 day. <u>Min. 2 hours</u>
Staffing	\$20.00 per hour

TURF FIELDS

\$100.00 per hour
\$400.00 max

FIRE DEPARTMENT:

Firefighter hours that are billed are taken directly from the roll call list.  
Firefighters receive a \$15.73 per hour and are paid in one-hour increments.

Equipment:	<u>First Hour</u>	<u>Additional Hour</u>
1 <sup>st</sup> line pumper - 5251, 5257	\$300	\$200/hour
Tanker/pumpers 5276	300	200/hour
Ladder trucks – 5298 and 5299	500	400/hour
Grass rig - 5285	150	100/hour
Support Vehicles – 5296, 5297, 5294, 5295, 5293	75	50/hour
Trailers	75	50/hour

Equipment charges are billed by the quarter hour as time listed on the fire report, after initial one-hour charge. Special equipment and supplies used will be billed on a cost basis.

A \$25.00 per hour per Firefighter for fire watch/standby conducted by the Fire Department for special events and any standby conducted during fire protection/detection system down time (as described in the Minnesota State Fire Code).

Training Room Rental Fee:	\$50.00 per hour with a 2 hour minimum
Fire Alarm Permit	\$ 30.00
Fire Alarm Permit Renewals	\$ 30.00 every 3 years
Alarm Malfunction	\$500.00
Bottle Filling Fees	2216 PSI air tank filling fee \$5.00/bottle 3000 PSI air tank filling fee \$10.00/bottle 4500 PSI air tank filling fee \$15.00/bottle 5000-6000 PSI air tank filling fee \$25.00/bottle
Fire Reports	\$ 0.25/page plus postage

POLICE DEPARTMENT:

~~\$60.00~~ 70.00 per hour for off-duty police officers  
\$60.00 per hour for computer forensic/video redaction/specialized IT services  
\$30.00 per hour for off-duty Community Service Officer (non-licensed) services

Contracted Towing (Per Accident Tow)	<del>\$4.82</del> per towed vehicle
	<del>\$69.34</del> towing administrative fee
	<del>\$ 5.84</del> tax
Base Total	\$80.00

Contracted Towing (Per Regular and Snow Emergency Tow)	<del>\$ 4.82</del> per towed vehicle
	<del>\$69.34</del> towing administrative fee
	<del>\$5.84</del> tax
Base Total	\$80.00

Possible extra tow costs depending upon circumstances involved:

	<del>\$250.00</del> per hour for "extra work" labor
	<del>\$250.00</del> per hour for flat hourly tow rate
	<del>\$ 5.50</del> per mile outside of City limits
	<del>\$ 10.00</del> per day storage fee after 48 hours

Tow Service Licensing: \$150.00 per business/per year (proposed pending ordinance in 2022)

Dated this 3<sup>rd</sup> day of January, 2022

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

RESOLUTION NO. 2021-082

RESOLUTION AUTHORIZING THE FACILITY USE POLICY AND PROCEDURES FOR THE CITY OF WILLMAR

Motion By: Asmus

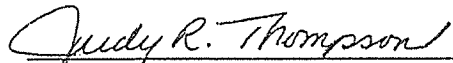
Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar to approve Facility Use Policy and Procedures.

Dated this 19<sup>th</sup> of April, 2021

Attest:

  
MAYOR

  
CITY CLERK

**Facility Use Procedures**

**Background Information**

It is the policy of the City of Willmar to encourage the use of the City facilities by the citizens living in the City of Willmar and the surrounding communities. Fees for the use of City facilities may take into consideration building security, public safety and cost to the City and other appropriate factors as approved by the City Council. Implementation of this policy requires both City staff and community cooperation.

City facility rules and regulations under this policy shall apply to all property owned and managed by the City and shall be in effect at all times when City property is used for non-City functions. Rules and regulations regarding facility use are the responsibility of the City Council. Fees may be imposed on all users generating revenue while utilizing a City facility. The City Council has the ultimate approval over any fee changes through the budget process.

**Application Procedures**

A City Facility Use Application Form must be filled out for each facility use before a permit will be issued. One application may be used for a series of meetings. Applications may be obtained at the Parks and Recreation Office or the main office at each City building. Facility Use Application forms should be submitted to the Parks and Recreation Office at least **TEN (10) business days** in advance of the proposed date of usage but no earlier than 90 days in advance of proposed date (excluding City of Willmar calendar events). No function can be bumped within 2 days of the event (Exception: City of Willmar sponsored events due to weather cancellation). City of Willmar staff must fill out applications for City related programs. Priority will be given to the earliest request based on classes listed below:

<b>Class A</b>	<p><b>City Sponsored Events</b></p> <ul style="list-style-type: none"> <li>▪ Parks and Recreation Activities</li> <li>▪ <b>No Staffing or Rental Fees Apply</b></li> </ul>
<b>Class B</b>	<p><b>Community/Governmental Agencies</b></p> <ul style="list-style-type: none"> <li>▪ Willmar Public Schools and other governmental users</li> <li>▪ Community oriented nonprofit organizations not generating or exchanging money</li> <li>▪ Insurance policy is required with groups over 200 people</li> <li>▪ Staffing fees applied when necessary</li> <li>▪ <b>No Rental Fees Apply</b></li> </ul>
<b>Class C</b>	<p><b>For Profit/Generating Income</b></p> <ul style="list-style-type: none"> <li>▪ All non Class A or B users</li> <li>▪ Groups generating money (includes free will donations or passing the hat)</li> <li>▪ Any time money is exchanged</li> <li>▪ Insurance policy is required with groups over 200 people</li> <li>▪ Staffing fees applied when necessary</li> <li>▪ <b>Rental Fees Apply</b></li> </ul>

**Facility Use Fee:**

Organizations that do not pay for use of facilities each time they schedule a usage, will be subject to a participant fee. The participant fee is \$10.00 per person per organization, per season, and will be charged to user groups such as: Athletic Associations, Scout Groups, Church Programs, and any other organization that use City facilities on a regular basis. This fee is subject to annual review with the City Council being responsible for approving the fee schedule.

**GENERAL RULES AND REGULATIONS**

**Security/Supervision**

1. Permit holders are responsible for providing competent and adequate supervision for all activities at all times. Frequent community users may be required to submit a supervision plan prior to use. Supervisors may be required to enforce City of Willmar building rules provided by the Parks and Recreation Department.

## City of Willmar- Facility Use Policy and Procedures

2. At the City of Willmar's discretion, supervision may be assigned at the user's expense. It is the role of the Parks and Recreation supervisor to ensure proper use of facilities, but is not required to supervise a group or its activities.
3. Persons in attendance must confine themselves to areas permitted for use. Adults are responsible to keep children in permitted areas only.
4. Disorderly conduct is prohibited. This includes foul language, damaging or defacing City or personal property and removing artwork and posters.
5. Exterior doors are not to be propped open. If door is not keyed open, the permit holder must station an attendant at the door until all participants have arrived.
6. Permit holders are asked to monitor the area around their activity for persons entering the building who are not part of the permit holders group.
7. All users are liable for any alarms that are set-off during their event

### **Advertisements**

Any advertising or publicity about your event must indicate that the name of the facility is the meeting location and that the City of Willmar, in making such facility available for use according to this policy, is not endorsing or sponsoring the event.

### **Cancellations**

1. Permits are non-transferable and are restricted to the stated hours and intended use of facility as stated on the facility use permit.
2. Changes, additions or cancellations must be made through the Parks and Recreation Office at least 3 days in advance of scheduled use. Failure to do so may result in a charge to the user at a rate of \$10.00 or 50% of the estimated charges, whichever is less.
3. An approved permit shall confer no interest in property on the applicant, and the City of Willmar reserves the right to cancel or revoke any permit at any time with or without cause. In the event of such a cancellation or revocation, there shall be no claim or right to damages or compensation on account of any loss, damage or expense whatsoever.

### **Site Supervisor-Duties**

Basic responsibilities of the site supervisor shall be:

1. Unlock necessary doors at established time and turn on lights in scheduled area
2. Check the permit for special services requested.
3. Meet the group when they arrive, inform them where they will be working and may be reached.
4. Specially scheduled groups occasionally might need additional services such as set-up, extra equipment or clean-ups. There will be a charge for these extra services to attend to their needs. The site supervisor should inform the group if they will be away from the area for any length of time and where they can be found.

### **Cleanup Charges**

1. All groups are responsible for leaving the facilities in the same or better condition than when they arrived.
2. If extra effort is required for cleanup following the use of the facilities, an additional charge for personnel costs will be added to the charges.

### **Equipment Use**

1. Use of City equipment must be requested on the permit at time of application,
2. Equipment use is generally limited to volleyball standards, nets, basketball hoops etc. Charges will be assessed for undue wear or damages.
3. Generally, the permit holder must set up and take down equipment, leaving the room in the same condition as found. Equipment owned by the City of Willmar shall not be moved unless requested in advance through the Parks and Recreation Department. Permission to move equipment may be given by the site supervisor.
4. Any apparatus or other equipment moved into the building must have prior approval by both the Parks and Recreation Department and must be removed promptly after each use so as not to interfere with the regular City programs. Charges may apply.
5. Requests must be listed on the facility use permit for audio/visual equipment.

**Illegal Behavior**

1. Use of tobacco products, including through electronic delivery devices, is prohibited in all City buildings and City of Willmar grounds.
2. The permit holder shall assume full responsibility for any unlawful act committed on the premises during their activity.
3. The use of intoxicating beverages or controlled substances anywhere in or on the premises is prohibited. Violation constitutes immediate revocation of permit.
4. All local ordinances and state laws and regulations of the Police and Fire Departments must be observed.

**Weather**

1. Snow removal is not guaranteed on non-City days. Users who require snow removal must make arrangements with the Parks and Recreation Department.
2. Facility permits will be cancelled when The City is closed due to inclement weather. All activities will be cancelled on emergency closing days with no additional charges assessed upon reschedule.

**Liability**

1. Permit holders shall agree to indemnify the City of Willmar for any and all damages by any person or persons attending the activity, and indemnify the City of Willmar against any and all liability and any and all damage to persons or person.
2. For groups in classes B and C above or any gatherings of more than 200 persons, the permit holder shall carry and maintain public liability insurance, with the City as an additional insured, providing insurance coverage for bodily injury, death and property damage occurring in connection with the permit holder's use of the City's facilities or equipment. Such insurance shall provide coverage in amounts at least equal to the City's maximum liability limits as provided by state law, or such higher limits as may be required by the City based on the size and nature of the event.
3. City of Willmar may not be held liable for loss or destruction of personal items.
4. In the event of damage to City property, applicants shall accept the City of Willmar's estimate of the amount of damage and shall pay all appropriate costs.

**Appeals Process**

1. Questions regarding scheduling and billing may be made to the Parks and Recreation Coordinator.
2. Questions regarding other facility use issues may be made first to the Coordinator, second to the Parks and Recreation Director, and finally to the Parks and Recreation Advisory Council or committee designee.

Additional rules and regulations may be developed for particular facilities; permit holders shall apply with all such facility-specific rules and regulations in addition to those set forth in this policy.

**Fees**

Adult recreation programs will charge cost of program, officials, balls, sanctioning fees, etc. plus \$7 per team court fee for volleyball/basketball and \$10 per team field fee for softball.

**BALL FIELDS**

Baseball/Softball Fields	\$50.00 per game
	\$250.00 daily rate per field
Lights for ball fields	\$25.00 per day per field
Baker Field (field only)	\$300.00 per day
Orange BB Field	\$250 per day
Picnic Area behind Taunton Stadium	\$75.00 per day

**SHELTERS**

Enclosed Park Shelters (Robbins Island & Rice Park)	\$110.00 per day
Open Shelter #1 (has electricity)	\$40.00 per day
Open Shelter #2 & Lions (no electricity)	\$30.00 per day

**EQUIPMENT**

Bleachers – 7 High	\$100.00 per day plus staff costs
Picnic Tables Rental (12 maximum) (for pickup only – no delivery)	\$10.00 per table per day
Barricades	\$2.00 per day
Minimum charge for hauling barricades	\$20.00

**SHOWMOBILE**

Events in Willmar (not for profit)	\$215.00 per day + staff expenses
Events in Willmar (for profit)	\$500.00 per day + staff expenses
(Plus Clean-up/Damage Deposit)	\$200.00
Staff Expenses	\$80.00-\$280.00 depending upon number of staff

**AQUATIC CENTER**

Individual Season Pass	\$90.00
Family of Two	\$130.00
Family of Three	\$140.00
Family of Four	\$150.00
Family of Five	\$160.00
Family of Six	\$170.00
Each Additional Family Member	\$15.00
Daily Admission Rate	\$3.00
Observers	\$3.00
Group Admissions	\$2.50
Discount Coupons:	
10 coupons	\$25.00
20 coupons	\$45.00
Pool Rental – 2 hour minimum	\$100.00 per hour plus guard/staff fees

**CITY AUDITORIUM**

Gym Rental	\$50.00 per hour not to exceed \$300.00 per day
Staffing	\$20.00 per hour
Range Rental	\$80.00 per hour plus certified Rangemaster (if the group doesn't have one)
Open Range	\$8.00 per half hour

**CIVIC CENTER**

Cardinal Arena Dry Floor events	\$580.00 per day plus services
Ice Rental	\$150.00 per hour after April 1

City of Willmar- Facility Use Policy and Procedures

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Blue Line Arena Dry Floor events	\$400.00 per day plus services
Ice Rental	\$150.00 per hour after April 1
Summer Ice	\$110 per hour between 7 am-3:30 pm
Lobby	\$75.00 per day
Staffing	\$20.00 per hour

**COMMUNITY CENTER**

Burlington Northern or Selvig Rooms	\$60.00 each per day OR \$100.00 per day for both
Sunshine Room	\$40.00 per day
Reynolds Room	\$25.00 per day
Staffing	\$20.00 per hour



### Council Action Request

<b>Council Meeting Date:</b>	January 3, 2022	<b>Agenda Item Number:</b>	11.
<b>Agenda Section:</b>	Action	<b>Originating Department:</b>	Parks and Recreation
<b>Resolution</b>	Yes	<b>Prepared by:</b>	Rob Baumgarn, Parks and Recreation Director
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Leslie Valiant, City Administrator
<b>No. of Attachments</b>	1	<b>Presented By:</b>	Rob Baumgarn, Parks and Recreation Director
<b>Item:</b>	Indoor Gun Range Extension		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to recommend to the City Council of Willmar to approve the extension of the closure of the Indoor Gun Range to March 31<sup>st</sup>.

**OVERVIEW:** In November 2021 the Willmar City Council voted for the closure of the Indoor Gun Range. The agreement with the Willmar Rifle and Pistol Club required a 90-day notice to close the facility. The City provided the 90-day notice with the indoor range opening November 16<sup>th</sup> and with a closure date set for February 14<sup>th</sup>, 2022.

Gary Peterson, a member of the club and renter of the indoor range approached the Parks and Recreation Board on December 15<sup>th</sup> to ask for an extension. Mr. Peterson explained to the board that allowing the extension would provided a safer environment for conceal and carry classes to happen. The extension would also allow more public shooting and possible more rentals of the indoor range.

The recommendation of the Willmar Parks and Recreation Board is to approve the Indoor Gun Range extension to March 31<sup>st</sup>. This would be for public shooting events and rentals.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

Don't approve the extension as presented  
Suggest alternatives to the extension

**BUDGETARY/FISCAL ISSUES:**

Estimate 6 week Revenue: \$480 public shooting, \$480 rental totaling \$960  
Staff cleaning time \$170.96 per week  
Supplies estimated at \$450.00 -Sticky Mats and Cleaning wipes  
Estimated total expense for additional 6 weeks: \$1,475

**ATTACHMENTS:**

Resolution

**Resolution No. \_\_\_\_**

**A RESOLUTION APPROVING THE EXTENSION OF THE CLOSURE OF THE INDOOR GUN RANGE  
TO MARCH 31<sup>ST</sup>, 2022**

Motion By:\_\_\_\_\_ Second By:\_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to approve the extension of the closure of the Indoor Gun Range to March 31<sup>st</sup>, 2022.

Dated this 3rd day of January, 2022

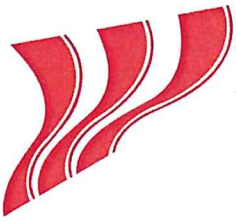
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Mayor

Attest:

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City Clerk



### City Council Action Request

<b>Council Meeting Date:</b>	January 3, 2022	<b>Agenda Item Number:</b>	12.
<b>Agenda Section:</b>	Regular	<b>Originating Department:</b>	Human Resources
<b>Resolution</b>	Yes	<b>Prepared by:</b>	LuAnn Sietsema, Human Resources Director
<b>Ordinance</b>	NO	<b>Reviewed By:</b>	Leslie Valiant, City Administrator
<b>No. of Attachments</b>	2	<b>Presented By:</b>	LuAnn Sietsema, Human Resources Director
<b>Item:</b>	Consideration of Increase to 2022 Part-time Employee Pay Scale		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt a resolution to approve the 2022 Part-time Employee Pay Scale as presented.

**OVERVIEW:**

A pay scale was discussed at the December 20, 2021 council meeting with direction given to staff for more information and further revision. The updated pay scale is to position City wages more competitively as hiring part-time staff is becoming increasingly more difficult

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

1. Suggest further changes to the pay scale

**BUDGETARY/FISCAL ISSUES:**

The 2022 increase for part-time staff will cost approximately \$23,125. See attached budget comparison.

**ATTACHMENTS:**

- Resolution
- Adjusted Pay Scale for 2022
- 2022 Part-time Budget Comparison

**RESOLUTION NO.**

**RESOLUTION APPROVING PART-TIME PAY SCALE FOR 2022**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

**WHEREAS**, the City Council must approve the pay scale for part-time employees.

**NOW THEREFORE BE IT RESOLVED**, the City of Willmar 2022 Part-time Pay Scale is attached hereto and incorporated herein by reference in its entirety is approved.

Dated this 3rd day of January, 2022

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

**2022**  
**PART-TIME EMPLOYEE PAY SCALES**

Position	Step 1	Step 2	Step 3	Step 4	Step 5
<i>Public Works</i>					
Street/Park Maintenance	13.00	13.25	13.50	13.75	14.00
Street/Park Mntc. Nights/Weekends	14.00	14.25	14.50	14.75	15.00
Brush Site Manager	13.50	14.00	14.50	15.00	15.50
<i>Fire Department</i>					
Fire Station Maintenance	13.00	13.25	13.50	13.75	14.00
Emergency Coordinator	14.50				
<i>Admin</i>					
Clerical Assistant/Intern	13.00	13.25	13.50	13.75	14.00
Laser fiche Assistant	15.00				
<i>Police Department</i>					
CSO	13.00	13.50	14.00	14.50	15.00
<i>Parks &amp; Recreation</i>					
Parks & Rec Staff (Concessions, Community Center Staff, Gun Range Staff)/Arena Staff	13.00	13.25	13.50	13.75	14.00
Parks & Rec Leaders/Zam Drivers/Pool Managers	14.00	15.00	17.00	19.00	21.00
DOAC Lifeguards	13.00	15.00	16.00	17.00	18.00
Building Attendant (night/weekend)	15.00	14.50	16.00	16.50	17.00
Recreation Instructors	20.00	25.00	30.00	35.00	40.00
Official (Adult Rec) pay per game	25.00	30.00	35.00	40.00	45.00
Official (Youth Rec) pay per hour	15.00	20.00	25.00	30.00	35.00
<i>WRAC-8</i>					
WRAC-8 Technician	16.00	Increase \$1 per hour			
<i>Elections</i>					
Election Judge	16.50	Increase \$1 per hour			
Election Assistant Head Judge	19.50	Increase \$1 per hour			
Election Head Judge	21.50	Increase \$1 per hour			

\*All categories increase \$3 per hour unless otherwise noted.

  \*No Increase

## 2022 Part-time Budget Comparison

Department	2021	2022	Estimated 2022 Budgets with \$3/hour increase	Net Effect
City Clerk	24,000	24,000	24,000	0
Planning & Development	10,000	10,000	10,000	0
Finance Department	61,043	61,745	61,745	0
Informational Technology	2,000	2,000	2,000	0
Human Resources	12,000	12,000	13,000	1,000
Community Center	15,000	15,000	19,700	4,700
Aquatic Center	110,000	120,000	120,000	0
LOST-Event Center	10,000	10,000	10,000	0
Elections	69,700	69,700	69,700	0
Police Department	84,000	84,000	84,000	0
Fire Department	200,000	235,000	235,000	0
Engineering Department	66,732	82,787	82,787	0
Public Works Department	55,000	55,000	55,000	0
W.R.A.C TV	6,000	4,000	4,000	0
Auditorium	1,000	1,000	1,000	0
Parks & Recreation	100,000	115,000	118,000	3,000
Civic Center	70,000	75,000	89,425	14,425
<b>Total Expense</b>	<b>896,475</b>	<b>976,232</b>	<b>999,357</b>	<b>23,125</b>



**City Council Action Request**

<b>Council Meeting Date:</b>	January 3, 2022	<b>Agenda Item Number:</b>	13.
<b>Agenda Section:</b>	Regular	<b>Originating Department:</b>	Planning & Development Services / Willmar Main Street
<b>Resolution</b>	Yes · 2	<b>Prepared by:</b>	Justice Walker, Planning & Development Director
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Leslie Valiant, City Administrator
<b>No. of Attachments</b>	Four	<b>Presented By:</b>	Justice Walker, Planning & Development Director
<b>Item:</b>	Professional Services Contract for Downtown Streetscape Project		

**RECOMMENDED ACTION:**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_ to adopt a resolution to authorize the Mayor and Administrator to terminate the professional services agreement with Bolton & Menk for Downtown Streetscape planning and construction design by submitting written notice to Bolton & Menk.

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_ to adopt a resolution to authorize the Planning Staff to design and implement a revised Downtown Streetscape project that will be in accordance with DEED requirements.

**OVERVIEW:**

In 2019, the City of Willmar was awarded a Small Cities Development Program Grant to upgrade the Lakeland High-rise Apartment building as well as downtown streetscape.

As part of the downtown streetscape project, the City entered into a professional services agreement with Bolton & Menk to conduct community engagement activities, landscape planning, and create formal construction documents for the execution of the Downtown Streetscape Project.

Recently, the City was made aware from DEED that the Bolton & Menk City approved plans would not be approved for funding, and that the entirety of the grant funds of \$750,000 would be withheld.

Staff is proposing to create a new Downtown Streetscape Project that will be designed, drafted, and executed in house by the Planning Department in conjunction with the Public Works Department. The Planning staff will work in tandem with the Public Works department to create a plan that will work for the dimensions of downtown Willmar.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

- Option A: Approve Staff's Request
- Option B: Table and Request More Information
- Option C: Decline Staff's Request

**BUDGETARY/FISCAL ISSUES:**

These actions will ensure that our Downtown Streetscape Project will meet the standards and qualify for funds from the Small Cities Grant. Our current plans put us at risk of losing the entire grant.

**ATTACHMENTS:**

- Resolutions**
- Bolton & Menk Contract

**RESOLUTION NO. \_\_\_\_**

**TERMINATE SCREETScape AGREEMENT WITH BOLTON AND MENK**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar to authorize the Mayor and Administrator to terminate the professional services agreement with Bolton and Menk for the Downtown Streetscape planning and construction design by submitting written note.

Dated this 3rd day of January, 2022

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. \_\_\_\_**

**AUTHORIZE STAFF TO DESIGN AND IMPLEMENT STREETScape PROJECT**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar to authorize the City's Planning Department to design and implement a revised Downtown Streetscape Project in accordance with the DEED requirements.

Dated this 3rd day of January, 2022

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2021-074**

**A RESOLUTION AUTHORIZING ENTERING INTO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND BOLTON AND MENK, INC. FOR THE DOWNTOWN STREETScape**

Motion By: Asmus                      Second By: Davis

WHEREAS the City of Willmar desires to retain a firm to provide engineering and construction related services for the Downtown Streetscape Project; and

WHEREAS a proposal has been made by the firm of Bolton and Menk, Inc.;

BE IT RESOLVED by the City Council of the City of Willmar that said proposal be accepted and that the Mayor and City Administrator be authorized to execute an agreement on behalf of the City for the same contingent upon City Council approval of the project.

Dated this 19th day of April, 2021

/s/ Marv Calvin  
Mayor

Attest:

/s/ ludy Thompson  
City Clerk

## CONSULTANT SERVICES CONTRACT

This Contract is made this 22nd day of April, 2021, by and between the CITY OF WILLMAR, a Minnesota Municipal Corporation, 333 6<sup>th</sup> Street SW, Willmar, MN 56201, ("CITY"), and Bolton & Menk, Inc., 2040 Highway 12 East Willmar, MN 56201, ("CONSULTANT"), (collectively the "PARTIES").

WHEREAS, CITY requires professional engineering and surveying services in conjunction with the Downtown Streetscape Planning & Construction Design (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various professional services required by CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY's authorization of the changed scope of services.
- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT's effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT's compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and

CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

D. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or industry. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

E. **Guarantee.** ~~CONSULTANT further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional.~~

F. **Insurance.**

1. Required Insurance. CONSULTANT agrees to maintain, at CONSULTANT's expense, the following insurance policies in the listed amounts:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Comprehensive General Liability	\$1,500,000 property damage and bodily injury per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability	\$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles)
Umbrella or Excess Liability	\$1,000,000

All policies listed above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.

With the exception of the Worker's Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by CONSULTANT under this Contract, and shall name CITY as an additional insured under the policy.

All policies listed above shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without ten (10) prior written notice in the case of non-payment and thirty (30) days prior written notice for all other reasons to CITY.

Umbrella or Excess Liability Insurance in excess of the amount required above and written over Employer's Liability, Commercial General Liability and Automobile Liability may be utilized to supplement the required limits for such insurance.

2. Professional Liability Insurance. CONSULTANT agrees to provide to CITY a certificate evidencing that it has in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services for CITY. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services. Said policy shall provide coverage in the minimum amounts of \$1,000,000 for each occurrence and \$3,000,000 annual aggregate on a claims-made basis. Said policy shall not name CITY as an insured. Said policy shall additionally contain a provision that coverages afforded there under shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without ten (10) days prior written notice in the case of non-payment of premium and thirty (30) days prior written notice in case of any other reason to CITY.
3. Certificates of Insurance. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.
4. Effect of Failure to Provide Insurance. If CONSULTANT fails to provide the specified insurance, then CONSULTANT will defend, indemnify and hold harmless CITY and CITY's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to CITY (including sole negligence) and regardless of the extent to which the

underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of CONSULTANT, its subcontractors, agents, employees or delegates. CONSULTANT agrees that this indemnity shall be construed and applied in favor of indemnification. CONSULTANT also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity above in this paragraph F.4, CITY may require CONSULTANT to:

- a. Furnish and pay for a surety bond, satisfactory to CITY, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from CONSULTANT's insurance company.

CONSULTANT will take the action required by CITY within fifteen (15) days of receiving notice from CITY.

## SECTION II – CITY'S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the City Engineer, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request. The CITY shall provide such legal, financial consulting (including, if applicable, "municipal advisor" services as regulated by SEC), independent cost estimating and insurance counseling services as may be required for completion of the CONSULTANT services described in this agreement.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services detailed in Exhibit 1, attached hereto.
- D. Sean E. Christensen, P.E., CITY's Public Works Director, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY'S policies with respect to the Project and CONSULTANT's services.  
Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify

CONSULTANT thereof.

### SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Schedule of Fees, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.
- B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the City Engineer and expenses within thirty days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

### SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed.
- B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorney and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the City Engineer prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the City Engineer as determined by CITY.

## SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, hold harmless and insure CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CONSULTANT or its agents, employees, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance of its obligations under this Contract. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY. CITY, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- B. CITY shall indemnify protect, save, hold harmless and insure CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CITY or its agents, employees, contractors, subcontractors or sub-consultants with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense, with counsel reasonably acceptable to CONSULTANT. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

## SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

C. **Notices.** The PARTIES' representatives for notification for all purposes are:

**CITY:**

Sean E. Christensen, P.E.  
Public Works Director  
333 6<sup>th</sup> Street SW  
Willmar, MN 56201  
Phone: 320-235-4913  
Email: schristensen@willmarmn.gov

**CONSULTANT:**

Jared Voge, P.E.  
Principal Engineer  
2040 Hwy 12 East  
Willmar, MN 56201  
Phone: 320-231-3956  
Email: jaredvo@bolton-menk.com

D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law

E. **Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this Contract or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by CONSULTANT as part of the project is acknowledged to be an internal working document for CONSULTANT's purposes solely and any such information provided to CITY shall be on an "as is" basis strictly for the convenience of CITY without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy document governs. The electronic/digital data shall be prepared in the current software in use by the CONSULTANT and is not warranted to be compatible with other systems or software.

F. **Opinions or Estimates of Construction Cost.** Where provided by the CONSULTANT as part of Exhibit 1 or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no

control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CITY and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CITY acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

- G. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- ~~H. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.~~

- I. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within 10 calendar days of CONSULTANT's receipt of payment from the CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- J. **Assignment.** This Contract may not be assigned by either Party without the written

consent of the other Party.

- K. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.
- L. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract.
- CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- M. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- N. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- O. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- P. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with the CITY.
- Q. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth

herein.

- R. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- S. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- T. **Governing Law.** This Contract shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- U. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- V. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- ~~W. **Special Conditions.** To the extent not inconsistent with this Contract, including Exhibits 1-3, this Contract is subject to such special conditions as are set forth in Exhibit 4, Special Conditions Supplement, which is attached hereto and made a part hereof.~~
- X. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.

- Y. **Patented Devices, Materials and Processes.** If this Contract requires, or the CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- Z. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- AA. **Construction Observation.** To the extent required of CONSULTANT in Exhibit 1, CONSULTANT shall visit the project at appropriate intervals during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Project plans and specifications, and shall be responsible for notifying CITY of any apparent errors or omissions in contractor's work or any apparent deviations in the contractor's work from the Project plans and specifications developed by CONSULTANT. It is agreed that the CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- BB. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- CC. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.

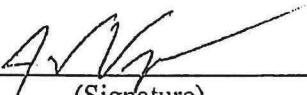
- DD. **Terms Binding on Successors and Assigns.** All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of CONSULTANT and CITY.
- EE. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- FF. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- GG. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

*Remainder of page intentionally left blank.*

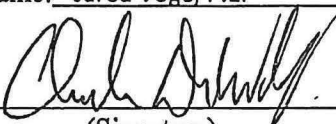
SECTION VII -SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONSULTANT: Bolton and Menk, Inc.

By:   
(Signature)  
Title: Principal Engineer  
Print Name: Jared Voge, P.E.

Date: 4/20/2021

By:   
(Signature)  
Title: Principal Engineer  
Print Name: Chuck Debbitt, P.E.

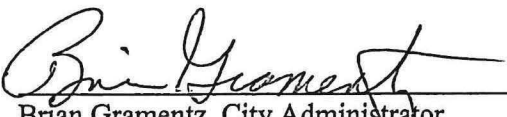
Date: 4-20-21

CITY OF WILLMAR:

By:   
Marv Calvin, Mayor

Date: 4-22-21

ATTEST:

  
Brian Gramentz, City Administrator

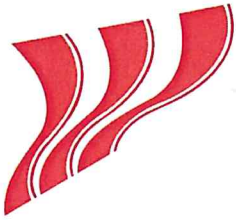
Date: 4/22/21

**EXHIBIT 1**

**SCOPE OF SERVICES**

Subject to the terms of this Contract, CONSULTANT shall perform the following services:

The CONSULTANT hereby covenants and agrees to perform and execute all the provisions of the proposal dated March 12, 2021, as approved by the City of Willmar for work identified as: Downtown Streetscape Plan.



### City Council Action Request

<b>Council Meeting Date:</b>	January 3, 2022	<b>Agenda Item Number:</b>	14.
<b>Agenda Section:</b>	Regular	<b>Originating Department:</b>	Human Resources
<b>Resolution</b>	No	<b>Prepared by:</b>	LuAnn Sietsema, Human Resource Director and Justice Walker, Planning & Dev. Director
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Leslie Valiant, City Administrator
<b>No. of Attachments</b>	One	<b>Presented By:</b>	LuAnn Sietsema, Human Resource Director and Justice Walker, Planning & Dev. Director
<b>Item:</b>	Consider approval of Rental Housing Inspector job description and authorize recruitment		

**RECOMMENDED ACTION:**

Motion made by \_\_\_\_\_ seconded by \_\_\_\_\_ approve the job description for Rental Housing Inspector and authorize Human Resource Director LuAnn Sietsema to recruit for the new position.

**OVERVIEW:**

This position is being created to specifically administer and enforce various ordinances and related codes for nuisance abatements and various other codes violations as required. The primary job function is to ensure rental properties are inspected and licensed identifying potential building code violations to report to the proper authority. If approved, the attached job description with no changes is a Grade 6 with a salary range of \$22.96 - \$31.62 per hour.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

Revisions to the job description

**BUDGETARY/FISCAL ISSUES:**

The salary and benefits for this position are included in the 2022 City budget.

**ATTACHMENTS:**

Rental Housing Inspector Job Description

City of WILLMAR

## RENTAL HOUSING INSPECTOR

**Position Title:** Rental Housing Inspector

**Department:** Planning and Development Services

**Department Head:** Director of Planning and Development Services

**Immediate Supervisor:** Same

**Pay Range:** Grade 6    **FLSA:** Non-exempt

APPROVED:
REVISED:
REVISED:
REVISED:

### **Purpose**

Under general supervision, administers and enforces various ordinances and related codes for nuisance abatement, Rental Housing, various environment codes and other codes as required. Reports to the Director of Planning and Development

### **Organizational Relationships**

Communicates with: *Internally* - other City departments, City Attorney, Fire Chief, and Police Officers; *Externally*- Landlords and renters, realtors and the general public.

Supervises: None

### **ESSENTIAL JOB FUNCTIONS**

Performs inspections on residential rental buildings and grounds to enforce city codes and other related codes and to ensure rental properties are licensed. Identifies potential building code violations to be reported to the proper authority.

Enforces various city codes relating to nuisance violations and zoning.

Investigates, collects, and analyzes evidence of specific ordinance, zoning and occupancy violations.

Consults with residents, renters, property owners, property managers, contractors, citizens, businesses, civic groups and commissions to provide technical advice and direction for compliance with municipal codes.

Establishes a pro-active code enforcement program by traveling throughout the entire city to review all commercial and residential properties for various code infractions.

Assists with zoning inspections as directed.

Counsels the public who are found in violation of the laws; reinvestigates ordinance violations before turning cases over for prosecution; testifies before the courts as necessary.

Visits rental properties and the adjacent properties of rental properties cited by the Police Department for violations that impact the peace or safety of a neighborhood.

Performs administrative and public relations work desired to insure compliance with building, nuisance, and zoning codes and meets with residents, property managers and property owners to explain the provisions of the codes.

Responds to telephone inquiries from citizens, builders, owners, utilities, public officials, and property managers related to code interpretations and enforcement.

Maintains files of inspections, re-inspections, consultations, phone conversations, inspection notes, and other required reports; compiles status reports on specific assignments as requested.

Prepares detailed records and reports of all inspections conducted and enforcement activities.

Maintains daily log and inspection reports in filing system to ensure adequate documentation is maintained, follow-up inspections performed, and remedial actions are taken.

Inputs inspection reports, investigation notes, notice of violations and consultation data into computer database.

Appears in court representing the City in the prosecution of violations of municipal codes and ordinances.

Assists with the development and preparation of new ordinances and codes revisions for the City.

Provides information to various city boards and commissions as required.

Provides "liaison services" between tenants and landlords or property managers.

Operates testing equipment.

Refers to policy and procedure manuals, codes / laws / regulations, publications and reference texts, etc.

Operates a vehicle and a variety of equipment such as a computer, radio, telephone, camera, electrical testing equipment, etc.

Uses a variety of tools such as maps, ticket book, guidebooks, measuring instruments, public records, codebooks, fire extinguishers, etc.

Interacts and communicates with various groups and individuals such as Zoning Administrator, co-workers, other City department heads and employees, contractors, architects, engineers, consultants, and the general public.

#### **Other Duties & Responsibilities**

Performs necessary inspections and approvals as allowed during absence of Zoning and Codes Administrator.

Fills in for other positions within the department.

Performs related duties as required.

#### **MINIMUM QUALIFICATIONS**

Requires a high school diploma or GED equivalent and four years of full-time experience in code, law, or regulation enforcement; or an equivalent combination of education, training and experience that provides the required knowledge, skills and abilities.

Must have or be able to obtain by the time of hire a valid Minnesota Class C driver's license.

#### **Working Conditions**

Works indoors in typical office setting and outdoors. Operates a vehicle for regular transportation needs. Sits, stands and walks for extended periods of time.

Crouches/kneels, pushes/pulls, performs repetitive movements, and some lifting. Enters confined spaces. Work in all temperature extremes, weather conditions.. Uses radio for communication and all types of vision and other senses for inspection purposes.



### City Council Action Request

<b>Council Meeting Date:</b>	January 3, 2022	<b>Agenda Item Number:</b>	15.
<b>Agenda Section:</b>	Regular	<b>Originating Department:</b>	City Council
<b>Resolution</b>	NO	<b>Prepared by:</b>	LuAnn Seitsema, Human Resource Director
<b>Ordinance</b>	NO	<b>Reviewed By:</b>	Leslie Valiant, City Administrator
<b>No. of Attachments</b>	Two	<b>Presented By:</b>	LuAnn Seitsema, Human Resource Director
<b>Item:</b>	Consider approving policy for Mandatory COVID-19 Vaccination		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to approve the COVID-19 Mandatory Vaccination Policy for the City of Willmar and authorize City Administrator to implement future policy changes as required by MN OSHA.

**OVERVIEW:**

Effective January 10, 2022 MN OSHA is mandating COVID-19 vaccinations for all employers with 100 or more employees. The City is following the guidelines from the League of MN Cities and recommendation of Flaherty and Hood for this policy. Further information related to testing requirements will be made available to the Council as MN OSHA guidelines are updated.

OSHA and potentially MN OSHA will put forward mandates on COVID-19 vaccinations, effective immediately the City will begin the process of gathering vaccination status for all City employees.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

NA

**BUDGETARY/FISCAL ISSUES:**

Unknown at this time pending testing requirements

**ATTACHMENTS:**

- Vaccination Policy
- COVID-19 Vaccine Attestation Form

# Mandatory Vaccination Policy

## City of Willmar

### **Purpose:**

Vaccination is a vital tool to reduce the presence and severity of COVID-19 cases in the workplace, in communities, and in the nation as a whole. The City of Willmar has adopted this policy on mandatory vaccination to safeguard the health of our employees from the hazard of COVID-19. This policy complies with OSHA's Emergency Temporary Standard on Vaccination and Testing (29 CFR 1910.501).

### **Scope:**

This Mandatory COVID-19 Vaccination Policy applies to all employees of the City of Willmar, except for employees who do not report to a workplace where other individuals (such as coworkers or customers) are present; employees while working from home; and employees who work exclusively outdoors. This policy covers all City employees as we all have work environments where we are in contact with others throughout our work day.

All employees covered by this policy are required to be fully vaccinated as a term and condition of employment at the City of Willmar. Employees are considered fully vaccinated two weeks after completing primary vaccination with a COVID-19 vaccine, with, if applicable, at least the minimum recommended interval between doses. For example, this includes two weeks after a second dose in a two-dose series, such as the Pfizer or Moderna vaccines, two weeks after a single-dose vaccine, such as the Johnson & Johnson vaccine, or two weeks after the second dose of any combination of two doses of different COVID-19 vaccines as part of one primary vaccination series.

All employees are required to report their vaccination status and to provide proof of vaccination. Employees must provide truthful and accurate information about their COVID-19 vaccination status, and, if applicable, their testing results. Employees not in compliance with this policy will be subject to discipline up to, and including termination of employment. (Refer to appropriate Union Contract)

Employees may request an exception from this mandatory vaccination policy if the vaccine is medically contraindicated for them or medical necessity requires a delay in vaccination. Employees also may be legally entitled to a reasonable accommodation if they cannot be vaccinated and/or wear a face covering (as otherwise required by this policy) because of a disability, or if the provisions in this policy for vaccination, and/or testing for COVID-19, and/or wearing a face covering conflict with a sincerely held religious belief, practice, or observance. Requests for exceptions and reasonable accommodations must be initiated by the employee as follows: When an employee is unable to perform the essential requirements of his/her job due to a temporary disability, he/she will notify the supervisor in writing as to the nature and extent of the disability and the reason why he/she is unable to perform the essential functions, duties, and requirements of the position. This notice **must** be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability. The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the City's job description, along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of

the report to the City Administrator. The City may require a medical exam conducted by a physician selected by the city to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

All such requests will be handled in accordance with applicable laws and regulations and The City of Willmar's Personnel Policy Handbook. (Refer to appropriate Union Contract)

## **Procedures:**

### **Overview and General Information**

All City of Willmar employees must be fully vaccinated no later than **March 9, 2022**.

To be fully vaccinated by March 9, 2022, an employee must:

- Obtain the first dose of a two dose vaccine no later than February 9, 2022; and the second dose no later than March 9, 2022; or
- Obtain one dose of a single dose vaccine no later than March 9, 2022.

Employees will be considered fully vaccinated two weeks after receiving the requisite number of doses of a COVID-19 vaccine. An employee will be considered partially vaccinated if they have received only one dose of a two dose vaccine.

Employees may schedule their vaccination appointments through Carris Health/CentraCare clinics, through their own medical provider, or a mass-vaccination clinic. Human Resources will be maintaining this policy, and provide any other general information as needed.

### **Vaccination Status and Acceptable Forms of Proof of Vaccination**

All vaccinated employees are required to provide proof of COVID-19 vaccination, regardless of where they received vaccination. Proof of vaccination status can be submitted to the Human Resources office.

Acceptable proof of vaccination status is:

1. The record of immunization from a healthcare provider or pharmacy;
2. A copy of the COVID-19 Vaccination Record Card;
3. A copy of medical records documenting the vaccination;
4. A copy of immunization records from a public health, state, or tribal immunization information system; or
5. A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the healthcare professional(s) or clinic site(s) administering the vaccine(s).

Proof of vaccination generally should include the employee's name, the type of vaccine administered, the date(s) of administration, and the name of the healthcare professional(s) or clinic site(s) that administered the vaccine. In some cases, state immunization records may not include one or more of these data fields, such as clinic site; in those circumstances the City of Willmar will still accept the state immunization record as acceptable proof of vaccination.

If an employee is unable to produce one of these acceptable forms of proof of vaccination, despite attempts to do so (e.g., by trying to contact the vaccine administrator or state health department), the employee can provide a signed and dated statement attesting to their vaccination status (fully vaccinated or partially vaccinated); attesting that they have lost and are otherwise unable to produce one of the other forms of acceptable proof; and including the following language:

“I declare (or certify, verify, or state) that this statement about my vaccination status is true and accurate. I understand that knowingly providing false information regarding my vaccination status on this form may subject me to criminal penalties.”

An employee who attests to their vaccination status in this way should, to the best of their recollection, include in their attestation the type of vaccine administered, the date(s) of administration, and the name of the healthcare professional(s) or clinic site(s) administering the vaccine.

As employees complete their vaccinations, if they have not already done so, documentation should be presented to Human Resources to provide proof of their updated vaccination status

All employees must inform the City of Willmar of their vaccination status. The following table outlines the requirements for submitting vaccination status documentation.

<i>Vaccination Status</i>	<i>Instructions</i>	<i>Deadline</i>
<i>Employees who are fully vaccinated.</i>	<i>Submit proof of vaccination that indicates full vaccination.</i>	<i>January 10, 2022</i>
<i>Employees who are partially vaccinated (i.e., one dose of a two dose vaccine series).</i>	<i>Submit proof of vaccination that indicates when the first dose of vaccination was received, followed by proof of the second dose when it is obtained.</i>	<i>January 10, 2022</i>
<i>Employees who have not yet been vaccinated.</i>	<i>Submit statement that you are unvaccinated.</i>	<i>January 10, 2022</i>

### **Supporting COVID-19 Vaccination**

An employee may take up to four hours of duty time per dose to travel to the vaccination site, receive a vaccination, and return to work. This would mean a maximum of eight hours of duty time for employees receiving two doses. If an employee spends less time getting the vaccine, only the necessary amount of duty time will be granted. Employees who take longer than four hours to get the vaccine must send their supervisor and/or Human Resources an email documenting the reason for the additional time (e.g., they may need to travel long distances to get the vaccine). Any additional time requested will be granted, if reasonable, but will not be paid; in that situation, the employee can elect to use accrued leave, e.g., sick leave, to cover the additional time. If an employee is vaccinated outside of their approved duty time they will not be compensated.

Employees may utilize up to two workdays of sick leave immediately following each dose if they have side effects from the COVID-19 vaccination that prevent them from working. Employees who have no sick leave will be granted up to two days of additional sick leave immediately following each dose if necessary.

The following procedures apply for requesting and granting duty time to obtain the COVID-19 vaccine or sick leave to recover from side effects:

To be eligible for sick leave pay, the employee will:

- Communicate with his/her immediate supervisor, as soon as possible before the scheduled start of the work day, for each and every day absent;
- Keep his/her immediate supervisor informed of the status of the illness/injury or the condition of the ill family member;
- Submit a physician's statement upon request.

### **Employee Notification of COVID-19 and Removal from the Workplace**

The City of Willmar will require employees to promptly notify their supervisor when they have tested positive for COVID-19 or have been diagnosed with COVID-19 by a licensed healthcare provider. The Supervisor will work with the City Administrator & Human Resources if the employee becomes eligible for additional leave, such as sick leave, Family Medical Leave Act, or disability that the employer will implement for employees who test positive for or are diagnosed with COVID-19.

### Medical Removal from the Workplace

The City of Willmar has also implemented a policy for keeping COVID-19 positive employees from the workplace in certain circumstances. The City of Willmar will immediately remove an employee from the workplace if they have received a positive COVID-19 test or have been diagnosed with COVID-19 by a licensed healthcare provider (i.e., immediately send them home or to seek medical care, as appropriate). The employee will give updates to their supervisor and follow the CDC's recommended days off and masking mandates provided in this policy.

### Return to Work Criteria

For any employee removed because they are COVID-19 positive, the City of Willmar will keep them removed from the workplace until the employee receives a negative result on a COVID-19 nucleic acid amplification test (NAAT) following a positive result on a COVID-19 antigen test if the employee chooses to seek a NAAT test for confirmatory testing; meets the return to work criteria in CDC's "Isolation Guidance"; or receives a recommendation to return to work from a licensed healthcare provider.

Under CDC's "Isolation Guidance," asymptomatic employees may return to work once 10 days have passed since the positive test, and symptomatic employees may return to work after all the following are true:

- At least 10 days have passed since symptoms first appeared, and
- At least 24 hours have passed with no fever without fever-reducing medication, and
- Other symptoms of COVID-19 are improving (loss of taste and smell may persist for weeks or months and need not delay the end of isolation)."

If an employee has severe COVID-19 or an immune disease, the City of Willmar will follow the guidance of a licensed healthcare provider regarding return to work.

### **COVID-19 Testing**

\*The process for how employees can fulfill the weekly testing requirement is still being developed.

If an employee covered by this policy is not fully vaccinated (e.g., if they are granted an exception from the mandatory vaccination requirement because the vaccine is contraindicated for them), the employee will be required to comply with this policy for testing.

Employees who report to the workplace at least once every seven days:

(A) must be tested for COVID-19 at least once every seven days; and

(B) must provide documentation of the most recent COVID-19 test result to their supervisor no later than the seventh day following the date on which the employee last provided a test result.

Any employee who does not report to the workplace during a period of seven or more days (e.g., if they were teleworking for two weeks prior to reporting to the workplace):

(A) must be tested for COVID-19 within seven days prior to returning to the workplace; and

(B) must provide documentation of that test result to their supervisor upon return to the workplace.

If an employee does not provide documentation of a COVID-19 test result as required by this policy, they will be removed from the workplace until they provide a test result.

Employees who have received a positive COVID-19 test, or have been diagnosed with COVID-19 by a licensed healthcare provider, are not required to undergo COVID-19 testing for 90 days following the date of their positive test or diagnosis.

### **Face Coverings**

If an employee covered by this policy is not fully vaccinated (e.g., if they are granted an exception from the mandatory vaccination requirement because the vaccine is contraindicated for them), the City of Willmar will require the employee to wear a face covering. Face coverings must: (i) completely cover the nose and mouth; (ii) be made with two or more layers of a breathable fabric that is tightly woven (i.e., fabrics that do not let light pass through when held up to a light source); (iii) be secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they should have two layers of fabric or be folded to make two layers; (iv) fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face; and (v) be a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings. Acceptable face coverings include clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet these criteria and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively.

Employees who are not fully vaccinated must wear face coverings over the nose and mouth when indoors and when occupying a vehicle with another person for work purposes. Policies and procedures for face coverings will be implemented, along with the other provisions required by OSHA's COVID-19

Vaccination and Testing ETS, as part of a multi-layered infection control approach for unvaccinated workers. Appropriate facemasks that meet the above criteria will be available at all work sites.

The following are exceptions to the City of Willmar's requirements for face coverings:

1. When an employee is alone in a room with floor to ceiling walls and a closed door.
2. For a limited time, while an employee is eating or drinking at the workplace or for identification purposes in compliance with safety and security requirements.
3. When an employee is wearing a respirator or facemask.
4. Where the City of Willmar has determined that the use of face coverings is infeasible or creates a greater hazard (e.g., when it is important to see the employee's mouth for reasons related to their job duties, when the work requires the use of the employee's uncovered mouth, or when the use of a face covering presents a risk of serious injury or death to the employee).

**New Hires:**

All new employees are required to comply with the vaccination requirements outlined in this policy as soon as practicable and as a condition of employment. Potential candidates for employment will be notified of the requirements of this policy prior to the start of employment. Any newly hired employees will be required to comply with the vaccination mandate within 1 month and must do weekly testing and wear a mask until fully vaccinated.

**Confidentiality and Privacy:**

All medical information collected from individuals, including vaccination information, test results, and any other information obtained as a result of testing, will be treated in accordance with applicable laws and policies on confidentiality and privacy.

**Questions:**

Please direct any questions regarding this policy to the Human Resources Department:

LuAnn Sietsema

Phone: 320-214-5180

Email: [lsietsema@willmarmn.gov](mailto:lsietsema@willmarmn.gov)

New as of: January 4, 2022

# COVID-19 Vaccine Attestation Form

## Date Approved:

As you are aware, the COVID-19 Vaccination Policy provides that all City of Willmar employees must provide information to the City of Willmar of their COVID-19 vaccination status. All City of Willmar employees who do not submit proof of full COVID-19 vaccination must undergo mandatory COVID-19 testing and wear face coverings as described in this policy. The exceptions to these requirements are specified in the policy. Accordingly, the City of Willmar is requiring you to identify your COVID-19 vaccination status by completing the last page of this form and submitting it to Human Resources by mail, email or in-person no later than the later of: (i) January 10, 2022; or (ii) the date they first work after January 10, 2022 if they do not work on January 10, 2022.

## Proof of Vaccination

If you are fully vaccinated against COVID-19 as specified in the COVID-19 Vaccination Policy, the City of Willmar is requesting you to submit proof of your vaccination status which can be:

- The record of immunization from a health care provider or pharmacy;
- A copy of the COVID-19 Vaccination Record Card;
- A copy of medical records documenting the vaccination;
- A copy of immunization records from a public health, state, or tribal immunization information system; or
- A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine(s)

Proof of vaccination generally should include:

- The employee's name;
- The type of vaccine administered;
- The date(s) of administration; and
- The name of the health care professional(s) or clinic site(s) that administered the vaccine

In some cases, state immunization records may not include one or more of these data fields, such as clinic site; in those circumstances the City of Willmar will still accept the state immunization record as acceptable proof of vaccination.

If an employee is unable to produce one of these acceptable forms of proof of vaccination, despite attempts to do so (e.g., by trying to contact the vaccine administrator or state health department), the employee can provide a signed and dated statement attesting to their vaccination status (fully vaccinated or partially vaccinated); attesting that they have lost and are otherwise unable to produce one of the other forms of acceptable proof in the Attestation Form.

The City of Willmar will review the attestation form and proof of COVID-19 vaccination and verify on the attestation form that they have reviewed the proof of full COVID-19 vaccination provided by the employee. If the proof is not legible or verifiable in the form presented, the City of Willmar may ask the employee to present the original document.

## COVID-19 Vaccine Attestation Form December 30, 2021

### Notices

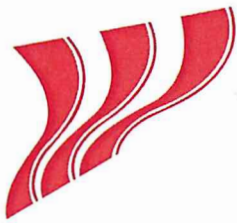
The City of Willmar employees have the legal right to refuse to receive a COVID-19 vaccination or to submit proof of their vaccination, but they will be considered to be unvaccinated under our policy.

You are also not legally required to provide the information requested in the Vaccine Attestation section of this form. If you fail to provide this information, however, you will be subject to testing and face covering requirements specified in our policy, consequences stated in employers' policy, and discipline, up to and including discharge. Employees must provide truthful and accurate information about their COVID-19 vaccination status, and, if not fully vaccinated, their testing results.

Information provided by you in this form will be used to document The City of Willmar's compliance with the law and its policy and to determine actions to take with you in the workplace and the employer as a whole.

The attestation forms will be treated as confidential medical records under applicable law. The Minnesota Government Data Practices Act classifies your vaccination status as private data about you. The following individuals and entities may have a legal right to access this information:

- Persons or entities whom you authorize to receive the data;
- Persons whose work assignment for the City of Willmar reasonably requires access to the information;
- Any other person or entity authorized by state or federal law;
- An arbitrator or hearing officer;
- State and federal courts;
- State and federal enforcement agencies, including, but not limited to the Federal Equal Employment Opportunity Commission, Minnesota Department of Human Rights, and the U.S. Department of Labor;
- Appropriate licensing entities and agencies;
- The Minnesota Department of Employment and Economic Development Unemployment Insurance Program; and
- Participants in any litigation, mediation, veteran's preference or civil service hearing, grievance arbitration, or other administrative proceeding which results from the actions.



### City Council Action Request

<b>Council Meeting Date:</b>	January 3, 2022	<b>Agenda Item Number:</b>	16.
<b>Agenda Section:</b>	Regular	<b>Originating Department:</b>	City Council
<b>Resolution</b>	YES	<b>Prepared by:</b>	City Administration
<b>Ordinance</b>	NO	<b>Reviewed By:</b>	Leslie Valiant, City Administrator
<b>No. of Attachments</b>	Two	<b>Presented By:</b>	Mayor Marv Calvin
<b>Item:</b>	Consider adopting a resolution to change the location and/or start time of City Council meetings.		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt a resolution to begin City Council meetings at \_\_\_\_\_ p.m. beginning on March 7, 2022 for regularly scheduled meetings.

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt a resolution to relocate City Council meetings to the Municipal Utilities Building beginning on March 7, 2022 for all regularly scheduled meetings.

**OVERVIEW:**

On January 11, 2021 the City Council adopted a resolution establishing the regular City Council meeting location, dates and times. On May 17, 2021 the City Council based on a poll of members voted to change the start time of the regular scheduled meetings to 6:00 p.m.

On September 7, 2021 Council Member Butterfield requested the addition to the agenda discussion of moving Council meetings back to the Willmar Municipal Utilities building due to recent technical issues experienced. When discussed, it was the consensus of the Council to place this on the upcoming Council Retreat.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

- Change meeting start to 6:30 p.m.
- Keep meeting start time at 6:00 p.m.
- Keep current meeting location

**BUDGETARY/FISCAL ISSUES:**

N/A

**ATTACHMENTS:**

Resolutions

RESOLUTION NO. 2021-006

ESTABLISH REGULAR CITY COUNCIL MEETING DATES

Motion By: Plowman

Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the regular semi-monthly meetings of the City Council shall be held at 7:00 p.m. on the first and third Mondays of each month during the next two years with the exception of if the first or third Monday is a legally recognized holiday, the Council meeting shall be rescheduled to the next Tuesday, and that the regular place of said meetings shall be in the Board Room of the Health and Human Services Building, 2200 - 23<sup>rd</sup> Street NE, Willmar, Minnesota. During peacetime emergencies the City Council meetings may be held at alternate locations or by a virtual format or by any other means allowed by law.; and

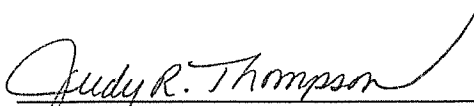
BE IT FURTHER RESOLVED that the time for adjournment of said Council meetings shall be no later than 11:00 p.m. with the following exceptions:

1. An item of business under consideration at 11:00 p.m. may be disposed.
2. Business from the first meeting of the month will be carried over to the second meeting if necessary.
3. Any business not completed at the second meeting of the month, which is urgent and must have action will be adjourned to a special meeting.

Dated this 11th day of January, 2021

  
MAYOR

Attest:

  
CITY CLERK

**RESOLUTION NO. 2021-107**

**ESTABLISH REGULAR CITY COUNCIL MEETING TIME**

Motion By: Ask

Second By: Asmus

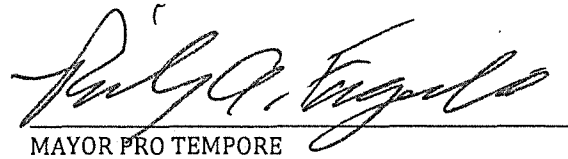
WHEREAS, the City Council of the City of Willmar, Minnesota at its biennial meeting of January 11, 2021 established the regular City Council meetings and time in Resolution No. 2021-006; and

WHEREAS, at the May 4, 2021 meeting Resolution No. 2021-092 was passed discontinuing City Council subcommittees and a discussion of the City Council meeting start and end time was had; and

WHEREAS, based upon poll results of the City Council, they unanimously desired to start City Council meetings at 6:00 p.m. in order to allow for more discussion if it is needed.

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that the regular semi-monthly meetings of the City Council shall be held at 6:00 p.m. on the first and third Mondays of each month during the remainder of 2021 and all of 2022

Dated this 17th day of May, 2021

  
MAYOR PRO TEMPORE

Attest:

  
CITY CLERK