

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

Agenda Item Number: 3

Meeting Date: July 14, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: July 21, 2014

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

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of Final Transit Joint Powers Agreement

Recommended Action: Approve Agreement and Authorize the Mayor and City Administrator to Sign the Agreement

Background/Summary:

Pursuant to the direction from the MNDOT Office of Transit staff, elected officials from KAT and Renville County have been meeting to draft new joint powers agreements, by-laws, and governing policies. The timeline for this new agency is set for an operational start of January 1, 2015. Most agreements, by-laws, and operational policies should be finalized by the August 2014 submission deadlines for the 2015 grant funding applications. Assets, bus titles, and cash reserves will be combined.

Existing employees will be hired by this new transit agency. The KAT Transit Director will take the lead role with the Renville County Transit Director being the assistant. Attrition will be the only planned reduction in staff (if any). The final draft was presented and approved by the County Attorney(s), Willmar City Attorney, and the KAT Attorney. This Joint Powers Agreement will need to be ratified by both the County Board and the Willmar City Council.

Alternatives:

Financial Considerations: The estimated cost sharing arrangement will be 1/3 each for the City of Willmar, Kandiyohi County, and Renville County

Preparer: City Clerk-Treasurer

Signature:

Comments:

KANDIYOHI RENVILLE TRANSIT
JOINT POWERS AGREEMENT

This joint powers agreement, for public transit services is made and entered into this _____ day of _____, 2014, by and between the Counties of Kandiyohi and Renville and the City of Willmar, Minnesota (collectively, the "Parties"),

WITNESSETH:

WHEREAS, local units of government are empowered under Minnesota Statutes Section 471.59 jointly and cooperatively to exercise any power common to the contracting parties or any similar powers; and

WHEREAS, Kandiyohi Area Transit ("KAT"), an independent joint powers entity formed by Kandiyohi County and the City of Willmar, currently provides public transportation services throughout Kandiyohi County and the City of Willmar; and

WHEREAS, Renville County currently provides public transportation services throughout Renville County; and

WHEREAS, the Parties desire to provide for an agreement between and among them establishing a _____ Joint Powers Board (hereinafter referred to as "Joint Powers Board") to succeed KAT and Renville County's current public transit operations and for purposes of providing a coordinated service delivery and funding source for public transportation throughout Kandiyohi County, Renville County, and the City of Willmar (the "Service Area"); and

WHEREAS, it is the resolution of the Kandiyohi County Board of Commissioners, Renville County Board of Commissioners, and the Willmar City Council that it is in the best interests of the people of each to enter into such an agreement in order to obtain funding and provide centralized planning and implementation of needed transit services in this portion of rural Minnesota;

NOW THEREFORE, the undersigned parties jointly agree as follows:

1. Joinder of Local Units of Government. The undersigned local units of government hereby join together for the purposes of coordinating service delivery and

providing a funding source for public transportation in and among said area through the _____ Joint Powers Board.

2. Funding Sources. It is intended and anticipated that funding for activities and programs administered under this Joint Powers Agreement shall come primarily from grant monies. The financial commitment of each member local unit of government is limited to the Joint Powers Board's operating and capital costs obligation to the Minnesota Department of Transportation as determined annually by MnDOT, which responsibility shall be borne by the Parties in equal amounts.

If future additional funding is required of the member local units of government, this will be accomplished by separate resolution.

3. Board Makeup. The Joint Powers Board shall consist of two members appointed by Kandiyohi County from its County Board, two members appointed by the City of Willmar from its City Council, two members appointed by Renville County from its County Board, and two elected officials from the remaining local units of government, one being from a local government in Kandiyohi County and one being from a local government in Renville County that are otherwise unrepresented on the Joint Powers Board, to be appointed at large by the Joint Powers Board. Any local units of government represented on the Joint Powers Board may appoint an alternate member, who may act in the place and stead of an absent Joint Powers Board member from that local unit of government including the exercise of all voting rights of that member.

4. Exercise of Powers. The powers of the Joint Powers Board shall be exercised by the members appointed to the Joint Powers Board by each member's local unit of government.

5. Meetings. The Joint Powers Board shall meet at least biannually on a schedule determined by the Board in compliance with all applicable requirements of Minnesota Statutes, Chapter 13D. Notice of meetings to Board members will take place no less than seven days prior to the meeting by phone, mail, or email. Mileage will be

reimbursed at the regular agency rate if the board member uses his or her own vehicle to attend meetings. Car-pooling is encouraged whenever possible. Mileage requests must be submitted using an agency mileage form and signed by the board member claiming reimbursement. A supervisor will review all mileage reimbursement requests for reasonableness before being paid.

6. Terms of Members. The terms of the Joint Powers Board members shall be for up to one year, whose terms shall run through December 31 of the year of their appointment. The members serve at the pleasure of their respective governing body. At the end of their terms, the individual Joint Powers Board members may be reappointed by their respective governing body.

7. Joint Powers Board Voting. Each Joint Powers Board member shall have one vote. Voting by proxy shall not be allowed, except that an alternate member may vote as provided in item 3, above. Except as specifically provided to the contrary in this Agreement, a quorum shall consist of a simple majority of board members (or their alternates), and at least one voting member (or alternate) from the County of Kandiyohi, the County of Renville, and the City of Willmar.

8. Officers. Officers of the Joint Powers Board shall be a chair, vice-chair, and treasurer, to be elected at its first meeting, whose terms shall run through December 31 of the year following their initial election. Terms thereafter shall be for one year. At the last meeting prior to completion of an officer's term, his or her successor shall be elected. This provision shall not prohibit an officer's reelection. Officers shall be chosen from among the voting Joint Powers Board members.

Agents of the Joint Powers Board shall be selected in accordance with procedures adopted by the Joint Powers Board.

9. Finances. The Joint Powers Board shall prepare an annual budget presented to each member unit of government for review and comment no later than July 31 of each year. The Joint Powers Board shall consider any such comments

received by a member unit of government in good faith, however the Joint Powers Board shall have exclusive and final decision making authority with respect to its budget.

10. Records and Reporting. The Joint Powers Board shall receive a monthly financial report of all expenditures, receipts, and current fund balances from the Executive Director. The Joint Powers Board shall cause to be made an annual audit of its books and accounts and shall make and file a report to its members including a) financial condition; b) status of projects; c) business transacted; and d) other matters which affect the interests of the Joint Powers Board. The books and records of the Joint Powers Board shall be open to inspection by members' at all reasonable times, and by the public pursuant to Minnesota Statutes, Chapter 13.

11. Powers. The Joint Powers Board is authorized and empowered to expend funds for the purpose of establishing, funding, coordinating, administering, and operating a Public Transportation Service, including but not limited to providing the transit services listed on Exhibit A attached hereto, and for any other activities necessary for an efficient Public Transportation Service.

12. Use of Earnings. No part of any net earnings of the Joint Powers Board or any transit programs established, funded, coordinated, administered or operated thereunder shall be distributed to, or otherwise benefit its members, directors, officers or other private person, except that the Joint Powers Board shall be authorized and empowered to pay reasonable compensation for services rendered.

13. Contracting. The Joint Powers Board may enter into contracts or otherwise provide for the establishment, funding, coordination, administration and operation of Public Transportation Services, except that the Joint Powers Board has no authority to bind any individual member unit of government to the expenditure of funds.

14. Property. The Joint Powers Board may acquire and hold, lease, and convey personal property necessary for the administration, operation, and coordination of a Public Transit System. At such time as the Joint Powers Board is dissolved, the disposition, dispersement, and/or transfer of any capital equipment, personal property or other assets otherwise acquired or held by the Joint Powers Board will follow federal requirements binding public transit entities. All prior owned transit property, as more specifically detailed on the attached Exhibit B, will be transferred to the Joint Powers Board, upon the effective date of this Agreement.

15. Bylaws and Operating Procedures. The Joint Powers Board may adopt such operating procedures as are necessary for its effective operation, and shall have bylaws which shall govern the operation of the Joint Powers Board and which shall initially be adopted by a majority vote of all voting members. Thereafter, the bylaws and operating procedures may be amended by a majority vote of members (or alternates) at a regular meeting or a special meeting called on at least seven days' notice to Joint Powers Board members.

16. Transit System Operations Board.

A. Membership: The Joint Powers Board shall hereby establish a 14 member Transit System Operations Board (hereinafter referred to as "Operations Board") consisting of one member representing the following groups and no county shall have less than five representatives:

Kandiyohi County	Health Care Organization
City of Willmar	Consumer (Disabilities)
Renville County	Consumer (Seniors)
Other Participating Communities	Consumer (Employee)
Human Service Organization	Education
Long Term Care	Business
Senior Organization	Other Ethnic Communities

B. Appointment: The Joint Powers Board shall make appointments to the Operations Board pursuant to solicitation of citizens through the local media. All nominees shall be required to complete the "application for appointment" on the forms prescribed by the Joint Powers Board. The application shall include letter(s) of support for the individual from representative groups throughout the local area.

C. Terms of members: The terms of the Operations Board members shall be for four (4) years. In the first year of appointment a sufficient number of members shall be appointed to two (2) year terms and three (3) year terms to assure that a maximum of five (5) member terms would expire in any given year. At the end of their terms, the individual Operations Board members may be reappointed with no limiting length of service.

D. Voting: Operations Board member shall have one vote. Voting by proxy shall not be allowed. Except as specifically provided to the contrary in this Agreement, a quorum shall consist of a simple majority of currently approved Operations board members. Voting and board participation by interactive television is allowed for the Operations Board, pursuant to the requirements of Minnesota Statutes, Section 13D. 02.

E. Officers: Officers of the Operations Board shall be a chair, vice-chair, and secretary to be elected at its first meeting called in each calendar year, whose terms shall run until a successor is elected in a new calendar year. This provision shall not prohibit an officer's re-election. Officers shall be chosen from among the voting Operations Board members.

F. Powers and Duties: The Operations Board shall:

- 1) Supervise and oversee the development of an annual transit services plan.
- 2) Adopt and promulgate such rules and regulations for the operation of the transit system, as it shall from time to time deem necessary, subject to the veto power of the Joint Powers Board.
- 3) Monitor and evaluate the effectiveness of the transit services.

- 4) Monitor the program expenses and adherence to the approved budget.
- 5) Evaluate the effectiveness of the procedures for the collection of fares, contracts, and other revenue sources.
- 6) Make recommendations for revenue enhancement options.
- 7) Recommend marketing plans to improve ridership.
- 8) Provide direction in the development of transit contracts for supplies, materials, equipment, facilities, and labor subject to such bidding as may be required by law.
- 9) Conduct interviews and recommend to Joint Powers Board, the better option for securing the services of an Executive Director and conducting evaluations of same.
- 10) Make such bylaws, as it may deem necessary for its own meetings.

17. Executive Director. The Joint Powers Board shall secure the services of an Executive Director who will be charged with the responsibility to design an affordable, accessible and cost effective transportation plan under the direction of the Operations Board, and perform the following additional functions.

A. Draft an annual transit services plan under the direction of the Operations Board and assure the Joint Powers Board that a "Public Transit Assistance Application", is submitted to the MN/DOT Office of Transit in compliance with current regulation.

B. Contract or employ the services of a transit system operations supervisor, dispatchers, and drivers and other positions as it shall from time to time deem necessary.

C. Control and monitor the fiscal duties of the transit system including monitoring the internal controls for the safeguarding of assets, collected fares, grant moneys, tokens, and other various revenue sources and verifying the legitimacy of bills, purchase orders, and other forms of debt incurred by the transit system, and provide monthly reports of the same to the Joint Powers Board pursuant to Paragraph 10 above.

18. Insurance

A. The Joint Powers Board will maintain liability coverage with a minimum limit equal to or greater than the maximum liability of municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended.

B. Alternatively, the Joint Powers Board may maintain equivalent private liability insurance coverage. Such private liability insurance policies must comply with the following requirements:

- Each policy shall have a limit of at least \$2 million per occurrence. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than \$2,000,000.
- The insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.

C. Each member, and each member's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from Joint Powers Board activities or operations.

D. The Joint Powers Board may in its discretion procure coverage for auto liability and damage to or loss of property. If the Joint Powers Board at any time hires employees, it will immediately acquire and maintain workers' compensation coverage.

19. Indemnification.

A. The Joint Powers Board is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

B. The Joint Powers Board shall defend and indemnify the parties, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out the acts or omissions of the Joint Powers Board in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, Section 466.04.

C. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

D. To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provide further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of another party. The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.

E. Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

20. Effective date; termination. This agreement shall become effective on execution by all parties hereto, and shall continue in force until a party hereto gives the other contracting parties 12 months' written notice of its termination, delivered to the County and City Administrator(s). The termination will be effective on January 1st of the next calendar year. Upon receipt of such notice from one or more members, the remaining units of government may agree to continue this agreement with the remaining members, add additional members, modify the agreement, or discontinue the arrangement contemplated herein.

21. General Terms.

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

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

C. Noticies: The Members representatives for notification for all purposes are:

To Kandiyohi County:
County Administrator
Kandiyohi County
2200 23rd Stree NE, Suite 2020
Willmar, MN 56201

To Renville County:
County Administrator
Renville County
105 South 5th Street
Olivia, MN 56277

To City of Willmar:
City Administrator
City of Willmar
333 6th Street SW
Willmar, MN 56201

D. Assignment: This Agreement may not be assigned by a Party without the written consent of the others.

E. Modifications/Amendment: Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representatives of all of the Parties hereto. The Joint Powers Board or any Party may propose amendments to

this Agreement. Such amendments shall be in the form of a resolution adopted by the Joint Powers Board or a resolution adopted by the governing body of a Party, as applicable, depending on which entity is proposing the amendment. The Party seeking to amend shall present the proposed amendment to the other Parties and to the Joint Powers Board, as applicable. The Joint Powers Board shall issue a report on all proposed amendments, including those initiated by the Joint Powers Board, explaining the amendment and process for amendment consideration and adoption. The Joint Powers Board shall include in its report a proposed resolution reflecting its recommendation regarding the proposed amendment. The Joint Powers Board shall act to approve, modify or deny, by a majority vote, the proposed amendment within ninety (90) days after the Joint Powers Board issues its report concerning the proposed amendment. Any amendment affecting the rights of a Joint Powers member requires a supermajority vote.

F. Records—Availability and Retention: Pursuant to Minn. Stat. § 16C.05, subd. 5, the Parties agree that any Party, 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 the NAFRS and involve transactions relating to this Agreement.

G. Data Practices: The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

H. No Waiver: Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

I. Entire Agreement: These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

J. Savings Clause: If any section, subdivision or provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or provision shall not invalidate or render unenforceable any of the remaining provision hereof.

K. Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this agreement is signed by the respective chairpersons of the units of government, all pursuant to approval for the agreement and the signing of the same duly given by each of their respective Boards or Councils duly made, seconded and carried, all effective on the day and year first hereinbefore written.

ATTEST:

Administrator
Kandiyohi County

Chairman of
Kandiyohi County Commissioners

ATTEST:

Administrator
Renville County

Chairman of
Renville County Commissioners

ATTEST:

Administrator
City of Willmar

Mayor
City of Willmar

EXHIBIT A TRANSIT SERVICES

As of the effective date, The Joint Powers Board shall provide services throughout the Service Area including but not limited to the following:

- Monday Evening Service – KAT offers Monday evening service beginning September thru 1st of May for Kandi Entertainment Center (KEC) bowlers.
- KAT Carriage Transportation – Transporting groups from long term care facilities, senior living residences, group homes, etc.
- Public Transportation – Transporting the general public for a fee. KAT and RCHE provide transportation options for all residents of Kandiyohi County (adults, children, youth, elderly and individuals with disabilities).
- Fixed Flexible Route – A route that will deviate to pick up at any location within 3/4 of a mile (or 10 blocks) from any of the scheduled route stops. (provide link to routes and maps)
- Demand Response Rides (Dial-a-Ride) KAT and RCHE– A route that is directed based on the ridership demands. This type of route generally has a base route with more flexibility than that of a fixed flexible route.
- Same Day Service – Bus routes are available at times to pick up passengers on the same day for an additional fee above the base fare.
- Saturday Service – KAT offers fixed flexible route service on Saturdays from 8am to 4pm, within the city limits of Willmar. Passenger pick-ups that deviate from the city route must be pre-scheduled the day before (the dispatcher center is closed on Saturdays).
- JARC Transportation– The KAT Job Access Route is designed to provide passengers shorter rides to and from major employers in and around Industrial Park, downtown and Southeast Willmar.
- Senior Volunteer Driver Program – This program utilizes a volunteer driver using a personal vehicle to transport seniors 60 years of age or older to medical appointments, groceries, errands, etc. Similar programs in both KAT and RCHE.
- New London/Spicer Senior Dining – A weekday bus route that picks up New London and Spicer city residents going to each of the nutrition sites.
- Group Transportation – KAT for Community - elderly and disabled group transportation.
- Group Transportation for various groups such as summer recreation, nursing homes, and other community groups in Renville County for seasonal transportation and holiday celebrations including the general public.

EXHIBIT B

As of the Effective Date, the capital equipment and other transit property owned by each of the Parties that will be transferred to the Joint Powers Board is as follows:

Fleet #	Vin	Make	Model	Class	Fuel	Year	Owner	Mileage	Est. Value
80	1HVBEABM61H360063	Intl	Eldorado	500	Diesel	2001	KAT	284,767	\$ 2,000.00
81	1FD4E45P09DA22848	Ford	Elkhart	400	Diesel	2009	KAT	142,454	\$ 7,750.00
82	1FD4E4FS48DB26767	Ford	Elkhart	400	GAS	2011	KAT	89,505	\$ 17,500.00
83	1FD4E45P79DA50159	Ford	Elkhart	400	Diesel	2009	KAT	133,966	\$ 7,350.00
84	1FD4E4FS08DA22776	Ford	Elkhart	400	GAS	2011	KAT	82,791	\$ 18,000.00
85	1FD4E45P88DB51751	Ford	Elkhart	400	Diesel	2008	KAT	165,261	\$ 5,250.00
86	1FD4E4FS48DB29863	Ford	Elkhart	400	GAS	2011	KAT	57,189	\$ 21,500.00
87	1FD4E45P69DA21316	Ford	Elkhart	400	Diesel	2009	KAT	139,904	\$ 8,050.00
88	1FDXE45PX7DA61769	Ford	Elkhart	400	Diesel	2007	KAT	231,600	\$ 2,750.00
89	1HVBTA5M53H567224	Intl	Goshen	500	Diesel	2003	KAT	241,952	\$ 3,400.00
90	1GBGV1958F411420	Chevy	5500	500	Diesel	2008	KAT	107,694	\$ 19,500.00
91	5WEASAAM3EH017645	Intl	Goshen	500	GAS	2014	KAT	1,717	\$ 59,500.00
5310	1FDXE45P38DB23563	Ford	Star Trans	400	Diesel	2008	KAT	49,939	\$ 21,000.00
173	1FD4E4FS3DDA70002	Ford	Eldorado	400	GAS	2013	RCHE	33,598	\$ 44,000.00
172	1FD4E4FS3CDB38183	Ford	Eldorado	400	GAS	2012	RCHE	53,844	\$ 38,000.00
171	1FD4E4FS88DB12225	Ford	Eldorado	400	GAS	2011	RCHE	101,000	\$ 24,000.00
169	1FD4E45S98DA50688	Ford	Eldorado	400	GAS	2008	RCHE	197,417	\$ 5,250.00
167	1GBHG31U271160004	Chevy	Turtletop	400	GAS	2007	RCHE	66,450	\$ 15,500.00
166	1FDXE45S66HB33062	Ford	Eldorado	400	GAS	2006	RCHE	300,225	\$ 2,500.00
157	1FDXE45S72HA69799	Ford	Eldorado	400	GAS	2002	RCHE	304,000	\$ 2,500.00
VAN	1D4GP24303B215724	Dodge	Caravan		Gas		RCHE	161,948	\$ 2,900.00

Other KAT Capital Assets:

- Office, Maintenance and Storage Facility located at 1320 22nd Street SW Willmar
- Downtown Bus Shelter located at 4th Street SW and Becker Ave SW Willmar
- 4 Mobile vehicle lifts
- John Deer Lawn Tractor with snow blower

**Kandiyohi Renville Transit
Operations board
By-Laws**

Adopted _____

Section 16. Transit System Operations Board

- A. Sub-Committees: The Kandiyohi Renville Operations Board shall be comprised of two sub committees. The sub-committees will deal with general and specific areas of concern. The Operations Board chairperson will assign members to the appropriate sub-committees. The sub-committees and their responsibilities are as follows:
1. Administration Sub-Committee: Human resources (including personnel policies), budget (including financial reviews and audits), insurance, etc.
 2. Expansion/System Management Sub-Committee: Route design and development, fundraising, operating policies, advertising/marketing, complaints, etc.
- B. Other Committees – The Kandiyohi Renville Operations Board shall form other committees as deemed necessary. Examples of these Committee are as follows but not limited to:
1. Executive Committee: This Committee consists of the Operations Board Officers and is called upon by the Transit Director at his/her discretion.
 2. Building Committee: This Committee consists of Board members appointed by the Operations Board and is called upon by the Transit Director at his/her discretion.
- C. Fiscal Responsibility: The Joint Powers Board has directed the Kandiyohi Renville Operations Board the ability to enter into expense and revenue contracts of \$5,000 or less.
- D. Meeting: The Kandiyohi Renville Operations Board meetings shall be called when ever deemed necessary by the Board Members with a minimum of 4 meetings (quarterly) a year. The Kandiyohi Renville Operations Board meetings shall be scheduled for the fourth Tuesday of the month with changes in the aforementioned dates at the discretion of the Transit Director. Notice of meetings will take place no less than 3 days prior to the meeting by phone, mail or email. Mileage will be reimbursed at the regular agency rate if the board member uses his or her own vehicle to attend meetings. Car-pooling is encouraged whenever possible. Mileage requests must be submitted using an agency mileage form and signed by the individual claiming reimbursement. A supervisor will review all mileage reimbursement requests for reasonableness before being paid.

- E. Voting: Each Operations Transit Board member shall have one vote. Voting and board participation via telephone or other electronic means is allowed.
- F. Insurance and Indemnity: Kandiyohi Renville Transit shall maintain insurance coverage which includes directors and officers liability to protect operations board members.



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

Agenda Item Number: 4

Meeting Date:

Attachments: Yes No **X**

CITY COUNCIL ACTION

Date:

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

Originating Department: Fire

Agenda Item: Sale of Engine 8

Recommended Action: Approve the sale of Engine 8 to Clara City, Minnesota for the sum of \$25,000.00

Background/Summary: The fire department recently took delivery of our new Ladder. Ladder 8 replaces Engine 8 which is a 1991 E-One Hush.

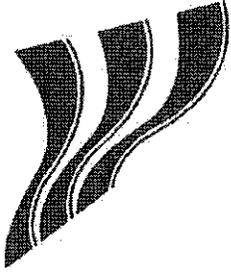
Alternatives: Do not sell and maintain as a back-up engine for the fire department, or retain for the use of another department.

Financial Considerations: Retaining Engine 8 as a back-up engine or retaining it for another departments use would be a financial burden for the fire department or the other department's budget. Additionally the dealer who sold us our new truck indicated the truck may have a value of \$13,000.00 so selling it for \$25,000.00 is a respectable return on our initial investment of \$197,000.00 and 25 years of use.

Preparer: Fire Chief Gary Hendrickson

Signature:

Comments:



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

Agenda Item Number: 5

Meeting Date:

Attachments: Yes No

CITY COUNCIL ACTION

Date:

- Approved Denied
 Amended Tabled
 Other

Originating Department: Willmar Police Dept

Agenda Item: School Resource Officer Contract with Willmar Schools 2015 to 2017

Recommended Action:

Request approval of the proposed contract for School Resource Officers (SRO's) with Willmar Public Schools for 2015 to 2017.

Approval of this contract would be pending full Willmar School Board approval. City Administration and Willmar School Superintendent have met and given preliminary approval to this proposed contract.

Background/Summary: Willmar Schools have contracted with the Willmar Police Department for coverage for over 15 years. Currently there are three officers assigned during the school year to the Willmar High School, Middle School and Alternative Learning Center / Elementary Schools.

Alternatives: Re-negotiate contract

Financial Considerations: Compared to the 2012 – 2014 contract with Willmar Schools, this contract represents an increase of \$11,000.00 per school year and \$33,000.00 overall during the three year period.

Preparer: Chief Jim Felt

Signature:

Comments:

SCHOOL RESOURCE OFFICERS AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2014, by and between the City of Willmar, a municipal corporation under the laws of the State of Minnesota (hereinafter City) and Independent School District No. 347 (hereinafter School).

WITNESSETH:

WHEREAS, City employs a number of police officers and operates a police department as a part of the functions as a municipality; and

WHEREAS, School provides education to residents of the school district, and others, at properties located within the municipal limits of City; and

WHEREAS, School has determined that it would like the services of three full-time police officers to provide services to School as more particularly set out in this Agreement;

and

WHEREAS, City does agree to provide the services of three of its police officers to perform the services required by School;

NOW THEREFORE, IT IS HERBY AGREED by and between the parties hereto as follows:

1. City does hereby agree to provide School three full-time peace officers to act as School Resource Officers (SROs) and to perform such police services and duties as are hereinafter specified. The officers assigned by City to School shall be state licensed peace officers, shall have at least one year's experience as full-time law enforcement officers, shall have prior experience in working with children, and should be trained D.A.R.E. officers with a minimum of one year's experience in teaching the D.A.R.E. classes.

2. School agrees to pay to City the sum of \$144,000.00 per school year for the services to be performed by the police officers assigned to School in accordance with this Agreement. Said sum shall be paid in two equal installments of \$72,000.00 each, with the first installment being paid on or before July 31, 2014, and the second installment being paid on or before January 31, 2015. During the second year of this agreement, School shall pay City \$147,000.00 payable \$73,500.00 on or before July 31, 2015 and \$73,500.00 on or before January 31, 2016. During the third year of this agreement, School shall pay City \$150,000.00 payable \$75,000.00 on or before July 31, 2016 and \$75,500.00 on or before January 31, 2017. School shall provide appropriate office space and services to accommodate the officers.
3. The officers assigned by City to School shall work on School property commencing on or about the last week of August and terminating on or about the first week of June. The School Resource Officers shall work eight or ten hours per day, Monday through Friday, during each week that they are to provide services pursuant to this Agreement. Starting time of their shift may vary depending on the requirements of the School or Police Department.
4. City agrees to provide all the customary police equipment assigned to any other patrol officer, including a police vehicle to be used by the School Resource Officers while in the performance of their duties under the terms of the Agreement. The School Resource Officers shall alternate their uniform between police uniform and plain clothes. The officers shall wear the complete police uniform a minimum of three days per week.
5. The City agrees to provide the assigned officers with personal computer hardware with limited software to facilitate word processing and spreadsheet data assembly. The School agrees to provide, at no cost to the City, software (and related hardware if needed) for the transmission of internal and external electronic mail, internet

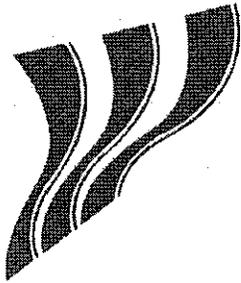
access, and network connection to facilitate the performance of authorized job functions and the necessary communications to the Police Department headquarters. The School shall provide the appropriate ergonomic workstation for the proper use of the above-mentioned hardware. Said Officers agree to abide by established School policy for the use of electronic mail (e-mail), internet access, and other electronic communication systems.

6. The School Resource Officers shall at all times be under the direct supervision and control of the Chief of Police of City; however, the Chief of Police shall coordinate the services to be provided by the School Resource Officers with the administration of School.
7. City shall pay the entire salary and fringe benefits of the officers and shall fully insure the officers with the same liability and workers compensation insurance coverage as it provides to all other officers of the City's Police Department.
8. School acknowledges that its requirement for police services beyond the services of the three School Resource Officers, for example, having additional police officers on duty at sporting events, extracurricular activities of School, or additional requested police coverage will require School to pay City's normal and customary charge for police services for such duties. The services to be provided by such officers are not included in the consideration for the Agreement.
9. The services to be provided by the School Resource Officers shall include, but not be limited to the following:
 - A. Provide traffic control on the School parking lot both before and after school.
 - B. Investigation of any incident on Willmar School property which, if it occurred elsewhere, would be investigated by a law enforcement officer.

- C. Provide resource information and act as a liaison between the students, faculty and administration of School and the City of Willmar and its agencies with respect to School related topics.
 - D. Develop, coordinate and present programs on public safety, substance abuse, crime prevention and other pertinent topics.
 - E. Be present at School dances, athletic events, and other School functions, provided however, regular daytime hours are adjusted to reflect the time put in for these functions.
 - F. Provide counseling or assistance to students as requested by them.
 - G. Coordinate the student Ride-Along Program.
 - H. Obtain information on runaways and act as a liaison between the School and law enforcement with respect to said runaways.
 - I. Assist with coordination of the D.A.R.E. Program and be a classroom instructor for the Junior High D.A.R.E. Program.
 - J. Attend meetings, as necessary, concerning student problems and welfare.
 - K. Provide information to City's Police Department as necessary to coordinate the activities and meet the objectives of the City's Police Department.
 - L. Provide any other services and perform such other duties as are related to the function of law enforcement.
10. This Agreement shall be for a term of three (3) years, beginning June 16, 2014 and terminating June 15, 2017.
11. This Agreement contains the entire agreement of the parties and shall not be amended except in writing and signed by both the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement the day and year first above-written.

CITY OF WILLMAR



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

Agenda Item Number: 6

Meeting Date: July 14, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: July 21, 2014

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

Originating Department: Finance

Agenda Item: Consideration of General Obligation Improvement Bonds 2014B

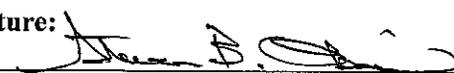
Recommended Action: Authorize the Mayor and City Administrator to finalize the execution of agreements for the negotiated sale of \$1,000,000 of General Obligation Improvement Bonds 2014B for the financing of the 2014 Street Improvements.

Background/Summary: Staff was directed to work with the local lending institutions to develop a negotiated sale of \$1,000,000 for the funding of the 2014 Street Improvements. Staff has done this and is recommending that the Council authorize the execution of the documents by the Mayor and City Administrator.

Alternatives: Not grant permission and direct staff to explore other means of financing

Financial Considerations: Increase the City debt to finance Street Improvements by \$1,000,000

Preparer: Steve Okins, Finance Director

Signature: 

Comments:

\$1,000,000

City of Willmar, Minnesota
General Obligation Improvement Bonds, Series 2014B
Heritage Bank Purchase

Total Issue Sources And Uses

Dated 08/01/2014 | Delivered 08/01/2014

	Sub- Project 1401	Sub-Project 1404	Project Summary
Sources Of Funds			
Par Amount of Bonds.....	\$638,617.00	\$361,383.00	\$1,000,000.00
State MSA Funds.....	467,920.00	0.00	467,920.00
Municipal Utility Commission.....	25,200.00	0.00	25,200.00
City - LOST.....	30,400.00	0.00	30,400.00
Sub- Total Current Sources.....	\$1,162,137.00	\$361,383.00	\$1,523,520.00
City contribution of 2/1/2015 interest.....	\$6,928.99	\$3,921.01	10,850.00
Total Current Sources.....	\$1,169,065.99	\$365,304.01	\$1,534,370.00
Uses Of Funds			
Deposit to Project Construction Fund.....	1,149,365.00	354,155.00	1,503,520.00
Costs of Issuance.....	12,772.00	7,228.00	20,000.00
Deposit to make February 1, 2015 Interest Payment.....	6,928.99	3,921.01	10,850.00
Total Uses.....	\$1,169,065.99	\$365,304.01	\$1,534,370.00

\$1,000,000

City of Willmar, Minnesota
General Obligation Improvement Bonds, Series 2014B
Heritage Bank Purchase

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	City Cash	Net New D/S	105% Overlevy	Fiscal Total
08/01/2014	-	-	-	-	-	-	-	-
02/01/2015	-	-	10,850.00	10,850.00	(10,850.00)	-	-	-
08/01/2015	-	-	10,850.00	10,850.00	-	10,850.00	11,392.50	-
02/01/2016	91,000.00	2.170%	10,850.00	101,850.00	-	101,850.00	106,942.50	118,335.00
08/01/2016	-	-	9,862.65	9,862.65	-	9,862.65	10,355.78	-
02/01/2017	92,000.00	2.170%	9,862.65	101,862.65	-	101,862.65	106,955.78	117,311.57
08/01/2017	-	-	8,864.45	8,864.45	-	8,864.45	9,307.67	-
02/01/2018	95,000.00	2.170%	8,864.45	103,864.45	-	103,864.45	109,057.67	118,365.35
08/01/2018	-	-	7,833.70	7,833.70	-	7,833.70	8,225.38	-
02/01/2019	97,000.00	2.170%	7,833.70	104,833.70	-	104,833.70	110,075.39	118,300.77
08/01/2019	-	-	6,781.25	6,781.25	-	6,781.25	7,120.31	-
02/01/2020	99,000.00	2.170%	6,781.25	105,781.25	-	105,781.25	111,070.31	118,190.63
08/01/2020	-	-	5,707.10	5,707.10	-	5,707.10	5,992.45	-
02/01/2021	100,000.00	2.170%	5,707.10	105,707.10	-	105,707.10	110,992.46	116,984.91
08/01/2021	-	-	4,622.10	4,622.10	-	4,622.10	4,853.20	-
02/01/2022	103,000.00	2.170%	4,622.10	107,622.10	-	107,622.10	113,003.21	117,856.41
08/01/2022	-	-	3,504.55	3,504.55	-	3,504.55	3,679.78	-
02/01/2023	105,000.00	2.170%	3,504.55	108,504.55	-	108,504.55	113,929.78	117,609.56
08/01/2023	-	-	2,365.30	2,365.30	-	2,365.30	2,483.57	-
02/01/2024	108,000.00	2.170%	2,365.30	110,365.30	-	110,365.30	115,883.57	118,367.13
08/01/2024	-	-	1,193.50	1,193.50	-	1,193.50	1,253.18	-
02/01/2025	110,000.00	2.170%	1,193.50	111,193.50	-	111,193.50	116,753.18	118,006.35
Total	\$1,000,000.00	-	\$134,019.20	\$1,134,019.20	(10,850.00)	\$1,123,169.20	\$1,179,327.66	-

SIGNIFICANT DATES

Dated Date..... 8/01/2014
Delivery Date..... 8/01/2014
First Coupon Date..... 2/01/2015

Yield Statistics

Bond Year Dollars..... \$6,176.00
Average Life..... 6.176 Years
Average Coupon..... 2.1700000%
Net Interest Cost (NIC)..... 2.1700000%
True Interest Cost (TIC)..... 2.1700000%
Bond Yield for Arbitrage Purposes..... 2.1700000%
All Inclusive Cost (AIC)..... 2.5273510%

IRS Form 8038

Net Interest Cost..... 2.1700000%
Weighted Average Maturity..... 6.176 Years

\$1,000,000

City of Willmar, Minnesota
General Obligation Improvement Bonds, Series 2014B
Heritage Bank Purchase

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	City Cash	Net New D/S	105% of Total	Assessment	Levy Required
02/01/2015	-	-	10,850.00	10,850.00	(10,850.00)	-	-	-	-
02/01/2016	91,000.00	2.170%	21,700.00	112,700.00	-	112,700.00	118,335.00	59,622.42	58,712.58
02/01/2017	92,000.00	2.170%	19,725.30	111,725.30	-	111,725.30	117,311.57	59,622.43	57,689.14
02/01/2018	95,000.00	2.170%	17,728.90	112,728.90	-	112,728.90	118,365.35	59,622.42	58,742.93
02/01/2019	97,000.00	2.170%	15,667.40	112,667.40	-	112,667.40	118,300.77	59,622.40	58,678.37
02/01/2020	99,000.00	2.170%	13,562.50	112,562.50	-	112,562.50	118,190.63	59,622.43	58,568.20
02/01/2021	100,000.00	2.170%	11,414.20	111,414.20	-	111,414.20	116,984.91	59,622.41	57,362.50
02/01/2022	103,000.00	2.170%	9,244.20	112,244.20	-	112,244.20	117,856.41	59,622.41	58,234.00
02/01/2023	105,000.00	2.170%	7,009.10	112,009.10	-	112,009.10	117,609.56	59,622.41	57,987.14
02/01/2024	108,000.00	2.170%	4,730.60	112,730.60	-	112,730.60	118,367.13	59,622.42	58,744.71
02/01/2025	110,000.00	2.170%	2,387.00	112,387.00	-	112,387.00	118,006.35	59,622.41	58,383.94
Total	\$1,000,000.00	-	\$134,019.20	\$1,134,019.20	(10,850.00)	\$1,123,169.20	\$1,179,327.66	\$596,224.16	\$583,103.50

Dated..... 8/01/2014
Delivery Date..... 8/01/2014
First Coupon Date..... 2/01/2015

Yield Statistics

Bond Year Dollars..... \$6,176.00
Average Life..... 6.176 Years
Average Coupon..... 2.1700000%
Net Interest Cost (NIC)..... 2.1700000%
True Interest Cost (TIC)..... 2.1700000%
Bond Yield for Arbitrage Purposes..... 2.1700000%
All Inclusive Cost (AIC)..... 2.5273510%
IRS Form 8038
Net Interest Cost..... 2.1700000%
Weighted Average Maturity..... 6.176 Years

\$638,617

City of Willmar, Minnesota
General Obligation Improvement Bonds, Series 2014B
Sub-Project 1401

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	City Cash	Net New D/S	105% of Total	Assessment	Levy Required
02/01/2015	-	-	6,928.99	6,928.99	(6,928.99)	-	-	-	-
02/01/2016	58,617.00	2.170%	13,857.98	72,474.98	-	72,474.98	76,098.73	14,309.57	61,789.16
02/01/2017	59,000.00	2.170%	12,586.00	71,586.00	-	71,586.00	75,165.30	14,309.58	60,855.72
02/01/2018	60,000.00	2.170%	11,305.70	71,305.70	-	71,305.70	74,870.99	14,309.58	60,561.41
02/01/2019	62,000.00	2.170%	10,003.70	72,003.70	-	72,003.70	75,603.89	14,309.57	61,294.32
02/01/2020	63,000.00	2.170%	8,658.30	71,658.30	-	71,658.30	75,241.22	14,309.58	60,931.64
02/01/2021	64,000.00	2.170%	7,291.20	71,291.20	-	71,291.20	74,855.76	14,309.57	60,546.19
02/01/2022	66,000.00	2.170%	5,902.40	71,902.40	-	71,902.40	75,497.52	14,309.57	61,187.95
02/01/2023	67,000.00	2.170%	4,470.20	71,470.20	-	71,470.20	75,043.71	14,309.58	60,734.13
02/01/2024	69,000.00	2.170%	3,016.30	72,016.30	-	72,016.30	75,617.12	14,309.58	61,307.54
02/01/2025	70,000.00	2.170%	1,519.00	71,519.00	-	71,519.00	75,094.95	14,309.57	60,785.38
Total	\$638,617.00	-	\$85,539.77	\$724,156.77	(6,928.99)	\$717,227.78	\$753,089.17	\$143,095.75	\$809,993.42

Dated..... 8/01/2014
Delivery Date..... 8/01/2014
First Coupon Date..... 2/01/2015

Yield Statistics

Bond Year Dollars..... \$3,941.93
Average Life..... 6.173 Years
Average Coupon..... 2.1699997%
Net Interest Cost (NIC)..... 2.1699997%
True Interest Cost (TIC)..... 2.1699996%
Bond Yield for Arbitrage Purposes..... 2.1700000%
All Inclusive Cost (AIC)..... 2.5275350%

IRS Form 8038

Net Interest Cost..... 2.1699997%
Weighted Average Maturity..... 6.173 Years

\$361,383

City of Willmar, Minnesota
General Obligation Improvement Bonds, Series 2014B
Sub-Project 1404

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	City Cash	Net New D/S	105% of Total	Assessment	Levy Required
02/01/2015	-	-	3,921.01	3,921.01	(3,921.01)	-	-	-	-
02/01/2016	32,383.00	2.170%	7,842.02	40,225.02	-	40,225.02	42,236.27	45,312.85	(3,076.58)
02/01/2017	33,000.00	2.170%	7,139.30	40,139.30	-	40,139.30	42,146.27	45,312.85	(3,166.59)
02/01/2018	35,000.00	2.170%	6,423.20	41,423.20	-	41,423.20	43,494.36	45,312.84	(1,818.48)
02/01/2019	35,000.00	2.170%	5,663.70	40,663.70	-	40,663.70	42,696.89	45,312.83	(2,615.95)
02/01/2020	36,000.00	2.170%	4,904.20	40,904.20	-	40,904.20	42,949.41	45,312.85	(2,363.44)
02/01/2021	36,000.00	2.170%	4,123.00	40,123.00	-	40,123.00	42,129.15	45,312.84	(3,183.69)
02/01/2022	37,000.00	2.170%	3,341.80	40,341.80	-	40,341.80	42,358.89	45,312.84	(2,953.95)
02/01/2023	38,000.00	2.170%	2,538.90	40,538.90	-	40,538.90	42,565.85	45,312.83	(2,746.99)
02/01/2024	39,000.00	2.170%	1,714.30	40,714.30	-	40,714.30	42,750.02	45,312.84	(2,562.83)
02/01/2025	40,000.00	2.170%	868.00	40,868.00	-	40,868.00	42,911.40	45,312.84	(2,401.44)
Total	\$361,383.00	-	\$48,479.43	\$409,862.43	(3,921.01)	\$405,941.42	\$426,238.49	\$453,128.41	(26,889.92)

Dated..... 8/01/2014
Delivery Date..... 8/01/2014
First Coupon Date..... 2/01/2015

Yield Statistics

Bond Year Dollars..... \$2,234.07
Average Life..... 6.182 Years
Average Coupon..... 2.1700006%
Net Interest Cost (NIC)..... 2.1700006%
True Interest Cost (TIC)..... 2.1700006%
Bond Yield for Arbitrage Purposes..... 2.1700000%
All Inclusive Cost (AIC)..... 2.5270263%

IRS Form 8038

Net Interest Cost..... 2.1700006%
Weighted Average Maturity..... 6.182 Years

\$475,506

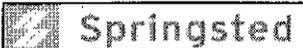
City of Willmar, Minnesota
General Obligation Improvement Bonds, Series 2014B
Assessments

ASSESSMENT INCOME

Date	Principal	Coupon	Interest	Total P+I
12/31/2014	-	-	-	-
12/31/2015	35,607.78	4.170%	24,014.64	59,622.42
12/31/2016	41,278.67	4.170%	18,343.76	59,622.43
12/31/2017	42,999.98	4.170%	16,622.44	59,622.42
12/31/2018	44,793.08	4.170%	14,829.32	59,622.40
12/31/2019	46,660.95	4.170%	12,961.48	59,622.43
12/31/2020	48,606.71	4.170%	11,015.70	59,622.41
12/31/2021	50,633.61	4.170%	8,988.80	59,622.41
12/31/2022	52,745.03	4.170%	6,877.38	59,622.41
12/31/2023	54,944.50	4.170%	4,677.92	59,622.42
12/31/2024	57,235.69	4.170%	2,386.72	59,622.41
Total	\$475,506.00	-	\$120,718.16	\$596,224.16

SIGNIFICANT DATES

Filing Date..... 10/15/2014
First Payment Date..... 12/31/2015



\$114,123

City of Willmar, Minnesota
General Obligation Improvement Bonds, Series 2014B
Sub-Project 1401 Assessments

ASSESSMENT INCOME

Date	Principal	Coupon	Interest	Total P+I
12/31/2014	-	-	-	-
12/31/2015	8,545.98	4.170%	5,763.59	14,309.57
12/31/2016	9,907.02	4.170%	4,402.56	14,309.58
12/31/2017	10,320.14	4.170%	3,989.44	14,309.58
12/31/2018	10,750.49	4.170%	3,559.08	14,309.57
12/31/2019	11,198.78	4.170%	3,110.80	14,309.58
12/31/2020	11,665.77	4.170%	2,643.80	14,309.57
12/31/2021	12,152.23	4.170%	2,157.34	14,309.57
12/31/2022	12,658.98	4.170%	1,650.60	14,309.58
12/31/2023	13,186.86	4.170%	1,122.72	14,309.58
12/31/2024	13,736.75	4.170%	572.82	14,309.57
Total	\$114,123.00	-	\$28,972.75	\$143,095.75

SIGNIFICANT DATES

Filing Date..... 10/15/2014
First Payment Date..... 12/31/2015

\$361,383

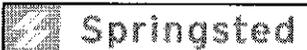
City of Willmar, Minnesota
General Obligation Improvement Bonds, Series 2014B
Sub-Project 1404 Assessments

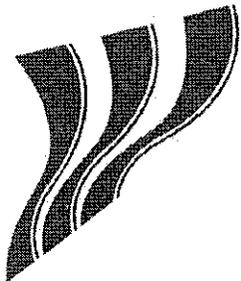
ASSESSMENT INCOME

Date	Principal	Coupon	Interest	Total P+I
12/31/2014	-	-	-	-
12/31/2015	27,061.80	4.170%	18,251.05	45,312.85
12/31/2016	31,371.65	4.170%	13,941.20	45,312.85
12/31/2017	32,679.84	4.170%	12,633.00	45,312.84
12/31/2018	34,042.59	4.170%	11,270.24	45,312.83
12/31/2019	35,462.17	4.170%	9,850.68	45,312.85
12/31/2020	36,940.94	4.170%	8,371.90	45,312.84
12/31/2021	38,481.38	4.170%	6,831.46	45,312.84
12/31/2022	40,086.05	4.170%	5,226.78	45,312.83
12/31/2023	41,757.64	4.170%	3,555.20	45,312.84
12/31/2024	43,498.94	4.170%	1,813.90	45,312.84
Total	\$361,383.00	-	\$91,745.41	\$453,128.41

SIGNIFICANT DATES

Filing Date..... 10/15/2014
First Payment Date..... 12/31/2015





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

Agenda Item Number: 7

Meeting Date: July 14, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: July 21, 2014

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

Originating Department: Finance

Agenda Item: Reports

Recommended Action: Receive and review the following report:

A) 2013 General Fund

B) MUC Financial Report

Background/Summary: Periodically, Council reviews various financial reports.

Alternatives: N/A

Financial Considerations: Review Financial Status.

Preparer: Steve Okins, Finance Director

Signature:

Comments:

	ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED ACT YTD POSTED	REMAINING	PCT
			ACT MTD POSTED ACT YTD POSTED	BALANCE	
			AND IN PROCESS AND IN PROCESS		
101 GENERAL FUND					
31311 GENERAL PROPERTY TAXES	4,322,734.00	4,322,734.00	4,379,475.30	56,741.30	101
32330 LICENSES AND PERMITS	277,730.00	277,730.00	2,685.01	264,675.44	195
33340 INTERGOVERNMENTAL	4,789,731.00	4,789,731.00	4,847,054.64	57,323.64	101
34350 SERVICE CHARGES	724,450.00	733,569.00	120,625.50	363.11	100
35349 FINES AND FORFEITS	170,500.00	170,500.00	7,968.33	16,725.78	90
36320 SPECIAL ASSESSMENTS	0.00	0.00	0.00	12,744.60	9999
38351 MISCELLANEOUS REVENUE	980,500.00	985,500.00	41,456.74	10,478.99	98
39355 OTHER FINANCING SOURCES	2,836,522.00	2,836,522.00	2,872,270.04	35,748.04	101
39359 EXTRAORDINARY ITEMS	0.00	0.00	0.00	0.00	0
TOTAL: GENERAL FUND	14,102,167.00	14,116,286.00	185,827.98	400,391.36	102

GENERAL FUND	REVISD BUDGET	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
101	272,701.00	0.00	628.19	270,495.66	2,205.34	99
41400	209,615.00	0.00	3,170.96	214,797.45	5,182.45	102
41401	482,412.00	0.00	6,950.43	488,582.49	6,170.49	101
41403	207,994.00	0.00	1,829.21	205,837.19	2,156.81	98
41404	274,950.00	0.00	3,917.51	225,833.07	49,116.93	82
41405	387,032.00	0.00	1,540.69	337,360.35	49,671.65	87
41406	216,000.00	0.00	27,516.98	263,434.00	47,434.00	121
41408	145,254.00	0.00	8,826.05	121,200.33	24,053.67	83
41409	425,530.00	0.00	6,156.79	383,762.86	41,767.14	90
41418	0.00	0.00	0.00	0.00	0.00	0
41424	22,697.00	0.00	0.00	21,138.75	1,558.25	93
41428	1,255,100.00	0.00	401,452.97	1,768,240.74	513,140.74	140
42411	4,111,630.00	0.00	53,355.89	3,868,614.95	243,015.05	94
42412	645,430.00	0.00	82,680.71	584,143.29	61,286.71	90
42428	15,000.00	0.00	100.35	44,989.78	29,989.78	299
43001	13,000.00	0.00	0.00	13,000.00	0.00	100
43417	496,938.00	0.00	8,224.69	281,147.51	215,790.49	56
43425	2,385,891.00	0.00	53,493.13	2,233,872.50	152,764.62	93
43428	2,000.00	0.00	0.00	2,233,872.50	1,127.50	43
43430	0.00	0.00	0.00	0.00	0.00	0
44428	0.00	0.00	0.00	0.00	0.00	0
45426	469,173.00	0.00	80,557.29	500,988.39	31,815.39	106
45427	47,500.00	0.00	4,066.05	44,346.27	3,153.73	93
45428	110,500.00	0.00	52,718.42	98,718.42	11,781.58	89
45431	0.00	0.00	0.00	0.00	0.00	0
45432	334,670.00	0.00	46,462.38	329,457.36	5,212.64	98
45433	564,705.00	0.00	28,621.53	574,453.74	9,748.74	101
45435	133,242.00	0.00	7,112.38	121,060.53	12,181.47	90
45437	199,669.00	0.00	2,670.89	183,079.84	16,589.16	91
49429	1,817,611.00	0.00	778,288.64	2,595,899.64	778,288.64	142
TOTAL: GENERAL FUND	15,246,244.00	0.00	1,660,342.13	15,774,581.49	528,337.49	103

WILLMAR MUNICIPAL UTILITIES

STATEMENTS OF NET POSITION

	December 31,	
	2013	2012
ASSETS		
Current Assets		
Cash and Investments	\$ 9,193,948	\$ 8,640,246
Accounts Receivable (Net of Allowance for Doubtful Accounts of \$10,200 and \$10,200, respectively)	2,479,387	2,912,913
Inventory	952,020	1,172,221
Prepaid Expenses	876,652	816,683
Total Current Assets	<u>13,502,007</u>	<u>13,542,063</u>
Noncurrent Assets		
Restricted Investments	12,366,724	11,315,451
Capital Assets		
Assets Not Being Depreciated	2,572,566	1,913,445
Other Capital Assets, Net of Depreciation	27,190,382	28,692,896
Net Capital Assets	<u>29,762,948</u>	<u>30,606,341</u>
Total Noncurrent Assets	<u>42,129,672</u>	<u>41,921,792</u>
Total Assets	<u>\$ 55,631,679</u>	<u>\$ 55,463,855</u>
LIABILITIES AND NET POSITION		
Current Liabilities		
Current Portion of Long-Term Debt	\$ 575,000	\$ 555,000
Accounts Payable	2,018,243	1,464,746
Payable to City of Willmar	613,152	496,888
Consumer Deposits	246,415	216,815
Accrued Expenses		
Interest	170,144	179,463
Salaries Payable	104,451	82,259
Accrued Taxes	129,556	56,334
Total Current Liabilities	<u>3,856,961</u>	<u>3,051,505</u>
Noncurrent Liabilities		
Noncurrent Portion of Long-Term Debt		
Bonds Payable	7,160,000	7,735,000
Compensated Absences	1,005,690	1,030,712
Total Noncurrent Liabilities	<u>8,165,690</u>	<u>8,765,712</u>
Total Liabilities	<u>12,022,651</u>	<u>11,817,217</u>
Net Position		
Net Investment in Capital Assets	22,027,948	22,316,341
Restricted	12,366,724	11,315,451
Unrestricted	9,214,356	10,014,846
Total Net Position	<u>43,609,028</u>	<u>43,646,638</u>
Total Liabilities and Net Position	<u>\$ 55,631,679</u>	<u>\$ 55,463,855</u>

See Accompanying Notes to the Financial Statements

WILLMAR MUNICIPAL UTILITIES

STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

	Years Ended December 31,	
	2013	2012
OPERATING REVENUES		
Electric Energy	\$ 26,526,514	\$ 26,464,607
Water	2,009,774	2,085,994
Heating	957,409	802,760
Penalties	224,386	225,051
Other Revenues	156,836	125,171
Total Operating Revenues	29,874,919	29,703,583
OPERATING EXPENSES		
Production		
Operations	2,877,768	3,294,236
Maintenance	1,408,099	769,121
Purchased Power	14,494,797	12,923,526
Transmission	227,113	290,242
Distribution		
Operations	815,988	782,260
Maintenance	589,170	532,631
Customer Accounts	444,796	409,278
Energy Services	197,465	223,252
Administrative and General	3,881,938	3,300,128
Depreciation	2,284,151	2,308,461
Total Operating Expenses	27,221,285	24,833,135
Operating Income (Loss)	2,653,634	4,870,448
NONOPERATING REVENUES (EXPENSES)		
Investment Income	(369,973)	271,490
Refunds and Reimbursements		12,538
Merchandise and Contract Work, Net	29,570	52,673
Gain (Loss) on Disposition of Property	(1,007)	55,659
Interest Expense	(354,261)	(373,567)
Total Nonoperating Revenues (Expenses)	(695,671)	18,793
Income (Loss) Before Transfers	1,957,963	4,889,241
TRANSFERS TO THE CITY OF WILLMAR	1,995,573	1,918,820
Change in Net Position	(37,610)	2,970,421
NET POSITION, BEGINNING OF YEAR, AS ORIGINALLY STATED		40,735,136
PRIOR PERIOD ADJUSTMENT		(58,919)
NET POSITION, BEGINNING OF YEAR, AS RESTATED	43,646,638	40,676,217
NET POSITION, END OF YEAR	\$ 43,609,028	\$ 43,646,638

See Accompanying Notes to the Financial Statements

WILLMAR MUNICIPAL UTILITIES

STATEMENTS OF CASH FLOWS

	Years Ended December 31,	
	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from Customers	\$ 30,308,445	\$ 29,292,594
Payments to Suppliers	(20,169,707)	(18,842,556)
Payments to Employees	(3,837,442)	(4,039,300)
Net Cash Provided (Used) by Operating Activities	6,301,296	6,410,738
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Transfers to the City of Willmar	(1,995,573)	(1,918,820)
Merchandise and Contract Work, Net	29,570	52,673
Net Cash Provided (Used) by Noncapital Financing Activities	(1,966,003)	(1,866,147)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Additions to Utility Plant	(1,441,765)	(2,656,078)
Proceeds from Disposition of Property		108,008
Principal Payments on Long-Term Debt	(555,000)	(535,000)
Interest Paid on Long-Term Debt	(363,580)	(382,302)
Net Cash Provided (Used) by Capital and Related Financing Activities	(2,360,345)	(3,465,372)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Received	(369,973)	271,490
Refunds and Reimbursements Received		12,538
Purchase of Restricted Investments	(1,263,800)	(817,578)
Redemption of Restricted Investments	212,527	763,230
Net Cash Provided (Used) by Investing Activities	(1,421,246)	229,680
Net Increase (Decrease) in Cash and Cash Equivalents	553,702	1,308,899
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	8,640,246	7,331,347
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 9,193,948	\$ 8,640,246
RECONCILIATION OF CASH AND CASH EQUIVALENTS		
Cash and Cash Equivalents	\$ 4,478,078	\$ 2,129,109
Temporary Cash Investments	4,715,870	6,511,137
Total	\$ 9,193,948	\$ 8,640,246

See Accompanying Notes to the Financial Statements

WILLMAR MUNICIPAL UTILITIES

STATEMENTS OF CASH FLOWS

	Years Ended December 31,	
	2013	2012
RECONCILIATION OF OPERATING INCOME (LOSS) TO CASH FLOWS FROM OPERATING ACTIVITIES		
Operating Income (Loss)	\$ 2,653,634	\$ 4,870,448
Adjustments to Reconcile Operating Income (Loss)		
Net Cash Provided (Used) by Operating Activities		
Depreciation	2,284,151	2,308,461
Allowance for Uncollectible Accounts		200
(Increase) Decrease in Assets		
Accounts Receivable	433,526	(411,189)
Inventory	220,201	(207,494)
Prepaid Expenses	(59,969)	(59,424)
Increase (Decrease) in Liabilities		
Accounts Payable	553,497	(84,324)
Payable to City of Willmar	116,264	89,227
Consumer Deposits	29,600	36,299
Compensated Absences	(25,022)	(143,285)
Accrued Expenses	95,414	11,819
Net Cash Provided (Used) by Operating Activities	\$ 6,301,296	\$ 6,410,738

See Accompanying Notes to the Financial Statements