

One-Year Contract

CONTRACT FOR CITY PROSECUTOR LEGAL SERVICES

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

W I T N E S S E T H

WHEREAS, CITY and FIRM have a contract dated April 2, 2012 and an addendum to said contract dated June 5, 2015 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, 2015; 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 approved an extension of FIRM's contract at a duly called regular meeting of the City Council held on July 20, 2015; 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 criminal prosecution legal counsel for CITY. Thomas M. Anderson, as the designated and appointed City Criminal Prosecutor, will perform, supervise and be responsible to CITY for the criminal prosecution legal services 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 is out of town or otherwise unavailable, or when Thomas M. Anderson 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, 2016 through December 31, 2016 \$10,237.50/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..... | 7 cents per page |
| Fax..... | 10 cents per page |
| Westlaw..... | Actual cost |
| Court fees..... | Actual cost |
| Subpoena fees..... | Actual cost |
| Postage..... | Actual cost |

Long distance..... Actual cost
 Criminal Law Handbook..... Actual cost/one per calendar year
 Criminal Justice Seminar..... Actual cost/one per calendar year
 Software and other expenses
 incurred by FIRM to enable
 FIRM to eCharge complaints
 which software and services
 CITY shall have the right to
 provide through its own
 IT Department..... Actual cost
 Other expenses incurred after
 receiving approval of CITY..... Actual cost

The total annual amount of reimbursement for these expenses shall not exceed \$3,000.00.

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

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

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

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

7. TERM AND TERMINATION: This Agreement shall commence January 1, 2016, or as sooner directed by CITY and shall continue in effect until such time as either party

terminates this Agreement. This Agreement may be terminated by CITY at any time or by FIRM upon 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 6th Street, P.O. Box 755, Willmar, MN 56201.

- 8.2. Notice to FIRM shall be delivered to Thomas M. Anderson, Anderson Law Offices, 1001 South First Street, Suite 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.

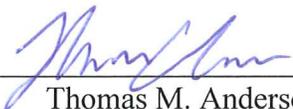
18. ENTIRE AGREEMENT: This Agreement contains the entire Agreement for legal services between the parties hereto. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
19. MODIFICATION: Any modification of the provisions of this 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, 2016, 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: _____
Kevin Halliday,
Its Interim City Administrator and City Clerk

Date: _____

Date: 8/14/15

Three-Year Contract

CONTRACT FOR CITY PROSECUTOR LEGAL SERVICES

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W I T N E S S E T H

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WHEREAS, the above-noted contract and addendum between CITY and FIRM will expire on December 31, 2015; 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 approved an extension of FIRM's contract at a duly called regular meeting of the City Council held on July 20, 2015; and

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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 is out of town or otherwise unavailable, or when Thomas M. Anderson has a conflict of interest.

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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, 2016 through December 31, 2016 | \$9,750.00/mo. |
| For the period January 1, 2017 through December 31, 2017 | \$9,945.00/mo. |
| For the period January 1, 2018 through December 31, 2018 | \$10,144.00/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:

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| Mileage..... | Applicable I.R.S. rate |
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| | |
|---|-----------------------------------|
| Subpoena fees..... | Actual cost |
| Postage..... | Actual cost |
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| Criminal Law Handbook..... | Actual cost/one per calendar year |
| Criminal Justice Seminar..... | Actual cost/one per calendar year |
| Software and other expenses incurred by FIRM to enable FIRM to eCharge complaints which software and services CITY shall have the right to provide through its own IT Department..... | Actual cost |
| Other expenses incurred after receiving approval of CITY..... | Actual cost |

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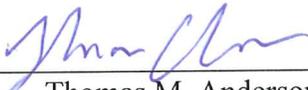
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CITY OF WILLMAR

ANDERSON LAW OFFICES

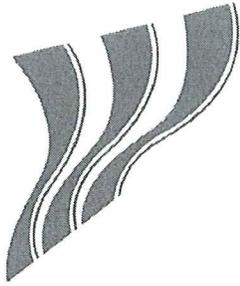
By: _____
Marv Calvin, Its Mayor

By:  _____
Thomas M. Anderson

By: _____
Kevin Halliday,
Its Interim City Administrator and City Clerk

Date: _____

Date: 8/19/15 _____



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4
Meeting Date: September 2, 2015
Attachments: Yes No

CITY COUNCIL ACTION

Date: September 8, 2015

- Approved Denied
 Amended Tabled
 Other

Originating Department: Administration

Agenda Item: Consideration of Three Job Descriptions and Positions

Recommended Action:

Background/Summary:

Staff proposed three new or modified positions and the job descriptions were completed, reviewed and scored by the Compensation Study Committee, pay grades set, and are now waiting for the Council to determine if the jobs have any merit.

The three positions and pay ranges are:

- | | | |
|------------------------------------|-------------|---------------------|
| 1. Building Maintenance Supervisor | Pay Grade 6 | \$38,168 - \$52,582 |
| 2. Environmental Specialist | Pay Grade 7 | \$45,302 - \$62,441 |
| 3. Assistant Public Works Director | Pay Grade 9 | \$60,591 minimum |

- The proposal for the Building Maintenance Supervisor is an upgrade of an existing Pay Grade 3 Custodian Building Maintenance increasing the budget from a \$29,078 - \$40,060 range. The Pay Grade 3 Custodial Building Maintenance position would be posted and refilled.
- The Environmental Specialist (Pay Grade 7) will be paid from WWTP funds, and the currently authorized Pay Grade 6 WWTP Safety Coordinator/Ass't Lab Tech will not be filled.
- The Assistant Public Works Director is a planned advancement of the Senior Technician and would be offered a 4% salary increase at a minimum. A Pay Grade 6 Engineering Technician position would be posted and filled.

Alternatives:

Financial Considerations:

Preparer: Kevin Halliday, Interim City Administrator

Signature:

BUILDING MAINTENANCE SUPERVISOR

Position Title: Building Maintenance Supervisor
Department: Maintenance
Department Head: Public Works Director
Immediate Supervisor: Public Works Director
Pay Range: 6 **FLSA Status:** Non-exempt

APPROVED: July, 2010

REVISED:

REVISED:

REVISED:

Purpose

Performs lead worker supervision with responsibility for organizing daily work, assigning tasks as appropriate and reviewing work results under the supervision of the Public Works Director. Performs manual work with responsibility for the daily supervision of the maintenance of all city facilities, equipment, and grounds with primary assignments at the Willmar Fire Station. Operates a variety of equipment to perform the maintenance, repair and snow removal duties at the City Office Building, Auditorium, WRAC8, Community Center, Airport, Public Works Garage, Fire Station and assist with the maintenance of the WWTP Administration Buildings. Maintains, tests and repairs firefighting equipment and performs preventive maintenance on fire apparatus to ensure a high state of readiness and assists in fire department's vehicle replacement program and other departmental bids/specifications.

Organizational Relationships

Communicates with: *Internally* - Public Works Director, Fire Chief, other City departments, Secretarial Office staff, Fire Officers and paid 0ncall firefighters, City mechanics, City administrative staff; *Externally* – Contractors and sales representatives, equipment and material suppliers, dispatch center,

Directs: Full and part-time custodial staff and part-time temporary maintenance employees.

ESSENTIAL FUNCTIONS

Assist Public Works Director to organize, assign and supervise the operation and activities of custodial staff.

Plan work projects, prepare work schedules, outline work assignments and assemble appropriate resources.

Work with supervisor on budgets, obtaining quotes and proposals from vendors.

Meet with equipment sales persons to identify options available and prepare bid specification to match custodial needs.

Respond to calls/complaints/work orders from co-workers.

Keep necessary records of time, materials and results including compiling information for a yearly report; and orders necessary supplies and materials.

Make follow-up inspections of projects/work orders to determine conformance with plans/specifications and initiate payment approval for vendors and supplies.

Give technical advice and assistance to custodial employees on difficult or unusual work.

Make inspections to ensure proper precautions and safe policies are followed.

Confer with Supervisor regarding work scheduling, equipment needs and maintenance requirements of various facilities.

BUILDING MAINTENANCE SUPERVISOR

ESSENTIAL FUNCTIONS (continued)

Direct the general operation of equipment maintenance for maintenance personnel, and authorize repairs when necessary.

Attend seminars, workshops and other training related to licensing (if required) and other responsibilities.

Perform all of the essential functions of a custodial worker such as performing cleaning tasks: mops, sweeps, waxes floors and cleans carpets, cleans windows, maintains restrooms, empties wastebaskets and mows grass.

Empties trash outside, monitors flowers and shrubs, shovels snow, salts/sands sidewalks, maintains inside/outside lighting and works on other seasonal projects.

Perform preventative maintenance on firefighting equipment and make repairs, adjustments and replacements of parts; review records; inspect equipment and maintain stock of supplies; wash/wax trucks; and arrange for necessary outside repairs.

Must be able to operate and maintain a variety of equipment such as fire trucks, SCBA compressor and breathing equipment, personal alarm systems, electric and gas tools, radio equipment, atmospheric test equipment, drive apparatus, ladder tests, pump tests and calculate water pressures.

Conduct tours and speaking engagements for groups of all ages regarding fire prevention and Fire Department operations; demonstrate equipment and educate about current fire prevention practices.

Work with Truck Committee members on purchasing of new fire apparatus.

Other Duties and Responsibilities

Maintains computer documentation of equipment, repairs, testing and maintenance work orders.

Monitor radio frequencies, receives messages from public safety groups, monitors telephone calls, takes messages and answers questions from public.

Performs other related duties as assigned by Public Works Director.

Required Knowledge, Skills and Abilities

Knowledge of methods, tools, equipment and practices of maintenance and repair.

Knowledge of equipment operation manuals, federal and state OSHA laws, City's personnel and safety manuals, confined space entry and building/fire codes, National Fire Protection Standards (NFPA) and NIOSH.

Ability to organize and compile information.

Ability to supervise a moderate sized group of skilled and semi-skilled employees; to ensure work is accomplished in a safe and efficient manner; and train them in the efficient use of custodial equipment.

Ability to understand and follow applicable state, federal and city laws, rules and regulations.

BUILDING MAINTENANCE SUPERVISOR

Ability to understand and interpret plans and specifications.

Ability to safely lift and carry objects weighing up to 80 pounds.

Ability to operate a radio for work communication.

Skill in operating a variety of equipment such as trucks, pickups, mower, hand tools (power), air compressor, fire trucks and fire related equipment.

Knowledge and experience in building & ground maintenance of fire apparatus, fire equipment and computers.

Ability to exercise sound judgement and work independently.

Skill in verbal and written communications.

Skill in operation of fixed, portable fire pumps, engine/pumper, water tankers, command vehicles, light trucks, haz-mat trailer and aerial platform.

Machines, tools and equipment used: telephone and fax, copier and computer, atmosphere testing equipment, power saws, hand tools, ropes, axes, mobile and portable radios, camera equipment, SCBA, portable generators; flood lights, first aid kits, pagers, personal alert safety systems, gas sniffers, thermal imagers, SCBA air compressor, shop compressor, drills, saws, wrenches, sockets, screwdrivers, hammers and all shop tools.

MINIMUM QUALIFICATIONS

High School degree or equivalent and five years of experience in building maintenance and equipment repair. Valid Minnesota Class B driver's license. Manufacturer's certification on SCBA.

Working Conditions

Majority of time is spent indoors at City facilities. Regularly uses fine motors skills to coordinate eyes, hands, and feet for the operation of a variety of tools, machines or equipment. Regularly uses large motor skills to exert moderate to considerable physical effort while performing a variety of movements such as bending, crouching, pushing/pulling, twisting/turning, digging, and lifting. All vision abilities, hearing, and sense of touch with the exception of taste, may be used depending on the particular task. Exposure to irritants/fumes, temperature extremes, vibrations, infectious diseases, dust and smoke, electric shock and noise can be occasional. Some time is spent maintaining building grounds including grass mowing and snow shoveling. Occasionally enters confined spaces (under trucks and in pump compartments) and works at heights (on ladders and roof) up to 30 feet.

ENVIRONMENTAL SPECIALIST

Position Title: Environmental Specialist
Department: Public Works
Department Head: Public Works Director
Immediate Supervisor: WWTF Superintendent
Pay Range: 7 **FLSA Status:** Non-exempt

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Purpose

Provides general and technical support services to City staff for environmental/regulatory issues under direction of the Public Works Director. Acts as City liaison for environmental services when requested. Maintains an awareness of potential future environmental regulation changes that may affect operations within the City. Prepares research memoranda addressing identified environment/regulatory issues.

Organizational Relationships

Reports to: WWTF Superintendent

Communicates with: *Internally* – City Administrator, City Council, other Department Directors, and Fire Department; *Externally* –, MPCA, MN Departments of Public Safety and Health, EPA, DNR and FAA.

Supervises: None

ESSENTIAL FUNCTIONS

1. Environmental Services
 - a. Facilitates regulatory and permitting efforts regarding wetland and public waters issues. Coordinates efforts in support of Planning and Engineering staff, and in coordination with the MnDNR, County Environmentalist, CROW (Crow River Organization of Water), HAWK Creek Water Shed and other regulatory and support agencies. Maintains inventory of wetlands and public waters within the City limits.
 - b. Coordinates City's stormwater management program. Helps facilitate MS4 Annual Reporting requirements. Maintains an inventory of public and private stormwater ponds and their design criteria. Manages information received from and participates in periodic inspections of stormwater ponds. Works with GIS Technician and Utility Account Technicians to address stormwater utility issues.
 - c. Determines stormwater maintenance priorities, assigns work to appropriate personnel, and coordinates the completion of work.
 - d. Prepares and presents reports, recommendations and studies to staff and governing bodies, at public hearings and meetings, and to public and private agencies and groups.
 - e. Coordinates City's energy efficiency program. Prepares and presents energy usage reports. Manages energy usage data to comply with reporting requirements associated with State energy efficiency grants.
 - f. Facilitates the development and management of the City's sustainability efforts including inventorying HVAC systems and energy consumption tracking programs. Researches and develops grant opportunities and project feasibility that reduce energy use and waste generation
 - g. Provides support services for permitting related to specific construction projects; sanitary sewer permits from the MPCA, river or other water-body crossings, etc.
 - h. Provides support for regulatory and environmental issues at the Wastewater Treatment Facilities, and other City facilities. Prepares required environmental permits for City-owned facilities. Prepares and files required associated periodic reporting. Makes recommendations about issues/concerns regarding environmental compliance.

ENVIRONMENTAL SPECIALIST

Position Title: Environmental Specialist
Department: Public Works
Department Head: Public Works Director
Immediate Supervisor: WWTF Superintendent
Pay Range: 7 **FLSA Status:** Non-exempt

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- i. Helps provide city coordination and follow up on spills or environmental emergencies or natural emergencies under the direction of the Chief of Police/Emergency Services, Public Works Director, Fire Chief or other management staff. Provides follow-up as needed with the MPCA, other regulatory agencies, and/or the Responsible Party.
 - j. Coordinates with IT Department posting of information on the City Website and WRAC-8.
 - k. Helps facilitate an educational outreach program for environmental issues.
 - l. Oversees enforcement and revisions of City ordinances related to Environmental Issues.
 - m. Provides general support services for other environmental and regulatory issues as requested.
 - n. Review City fueling facilities licensing and permitting requirements.
2. NPDES – National Pollutant Discharge Elimination System
- a. Prepares required NPDES permits for City-owned facilities in coordination with facility managers. Prepares and files required associated periodic reporting.
 - b. Serves as local resource for industries required to have NPDES permits. Maintains records of existing permit holders, and help coordinate efforts with City initiatives.
 - c. Coordinates City efforts as it relates to the federal and state NPDES regulations. Assists in identifying permit requirements as they relate to public information, staff information, and best practices within Public Works.
 - d. Facilitates the state permitting required in coordination with LMC, the Public Works Director and other related departments. Completes and updates required permits and submittals. Assists in identifying permit requirements as they relate to requirements and best practices for City staff.
 - e. Facilitates the permitting and monitoring required by the City, and provide support and training for City staff, builders, developers, contractors and utility companies. Works with Engineering, Building and Planning staff to develop policies and handouts. Serves as main resource point for construction-related NPDES permits. Notifies responsible parties of violations according to City policy. Follows up on enforcement actions taken by City staff.
3. Industrial Regulation
- a. Helps facilitate the development and management of the City's MPCA Delegated Industrial Wastewater Pretreatment program in coordination with the Wastewater Superintendent. Helps coordinate efforts of the industries with city staff. Maintains an inventory of industries regulated and the parameters of their permits. Periodically reports compliance with permit provisions.
 - b. Coordinates and participates in the monitoring and enforcement of existing permitted industries Industrial WW Discharge permits. Works with industries to provide support for addressing treatment, testing and other industrial issues. Maintains contact list for permitted industries. Prepares periodic communications with permitted industries.
 - c. Helps prepare new and temporary Industrial Wastewater Discharge permits in coordination with the Wastewater Superintendent and Public Works Director. Maintains files with appropriate data for each permitted industry. Ensures appropriate information is gathered for new industries.

City of *WILLMAR*

ENVIRONMENTAL SPECIALIST

Position Title: Environmental Specialist

Department: Public Works

Department Head: Public Works Director

Immediate Supervisor: WWTF Superintendent

Pay Range: 7 **FLSA Status:** Non-exempt

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- d. Maintains an awareness of potential future regulatory changes, and provide support and information to industries regarding how they may effect city or industrial operations.

ENVIRONMENTAL SPECIALIST

Position Title: Environmental Specialist
Department: Public Works
Department Head: Public Works Director
Immediate Supervisor: WWTF Superintendent
Pay Range: 7 **FLSA Status:** Non-exempt

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Other Duties and Responsibility's:

Performs other related duties as assigned by supervisor or as apparent.

Machines, Tools and Equipment Used:

City vehicles and office equipment such as telephone, calculator, fax and copier.

Required Knowledge, Skills and Abilities:

- Working knowledge of general environmental and regulatory issues concerning municipalities.
- Knowledge of NPDES permit procedures.
- Attention to accuracy and detail.
- Effective written and oral communication skills.
- Skilled in a variety of computer software applications such as word processing.
- Ability to work effectively with the public, contractors, regulatory agencies and staff.

MINIMUM QUALIFICATIONS

Associates degree in environmental related field **and** three years of experience in position(s) of similar complexity, or equivalent combination of education and experience.

DESIRABLE QUALIFICATIONS

U of M Inspector/Installer, U of M Site Management, U of M SWPPP Design, or have the ability to obtain.

WORKING CONDITIONS

Work is performed indoors in a typical office setting and outdoors while visiting Public Works buildings/facilities and numerous work sites. Operates a City vehicle for regular transportation needs. Sits for extended periods of time. Stands, walks, and performs a variety of physical movements while conducting field inspections Noise in work place is usually quiet but may be exposed to louder noises at work sites. Uses large and fine motor skills. Uses different types of vision and hearing to perform field and office work.

ASSISTANT PUBLIC WORKS DIRECTOR

Position Title: Assistant Public Works Director

Department: Public Works

Immediate Supervisor: Public Works Director

Pay Range: 9 **FLSA:** Exempt

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Purpose

Serves as an assistant to the City Engineer with primary responsibility for activities associated with municipal engineering. Designs under Professional Engineer's license. Provides leadership and guidance to subordinates. This position is responsible for making recommendations to the Public Works Director for matters affecting the Public Works Department, including issues that might have a citywide impact.

Organizational Relationships

Communicates with: *Internally* - City Administrator, City Council, other Department Directors, other City Staff, and Fire Department; *Externally* - MPCA, MN Department of Health, MN DOT, MUC, consultants, and general public.

Supervises with full authority: Subordinate Staff within Engineering.

ESSENTIAL FUNCTIONS

Assist City Engineer to coordinate all maintenance and repair activities for the City's infrastructure.

Assist City Engineer with discharge permits for industrial users. Also calculates tapping fees.

Assist City Engineer with review of construction plans.

Assist City Engineer to coordinate all infrastructure development for the City: develop plans and specifications for public improvement projects, building upgrade plans and develops/coordinates layouts for special projects for other departments.

Assist in implementation of City's Facilities Master Plan: Maintains facility condition database and makes project recommendations.

Provide technical direction to engineering staff.

Review consultant's request for payments; plan and obtain quotes for municipal building upgrades. .

Attend City Council and related meetings as assigned.

Represent City at local organizations (e.g. Main Street Willmar).

Review driveway requests regarding location and width, and assist public on location of City water and sewer systems.

Assist City Engineer to administer department's vehicle replacement policy.

Review and code bills for payment.

Verify plat conformance with local ordinances, review plats for drainage, utilities, access, etc.

Review site plans; review projects for conformance; and review building and excavation permits.

Assist City Engineer to prepare special assessment rolls.

Write and draw necessary easements, review appraisals and acquire easements.

Coordinate new survey needs and review cost estimates.

Other Duties and Responsibilities

Performs other related duties as assigned by supervisor or as apparent

Required Knowledge, Skills and Abilities

Knowledge of engineering principles and practices.

Knowledge of supervisory practices and techniques.

Knowledge of MN DOT State Aid Manual.

Knowledge of NPDES permit procedures.

Knowledge of PCA specifications and MN DOH specifications.

Knowledge of MN DOT permits and R/R permits.

Knowledge of ADA and OSHA requirements.

Ability to manage time and plan and direct the work of subordinates.

Skilled in project management.

Skill in operating engineering storm sewer, sanitary sewer and computer programs.

Skill in operating drafting equipment, engineering scales, and a variety of computer software applications such as word processing and computer aided drafting.

Machines, tools and equipment used: City vehicles and office equipment such as telephone, calculator, fax and copier.

MINIMUM QUALIFICATIONS

Bachelor's degree in engineering **and** five or more years of experience in position(s) of similar complexity including management and supervisory responsibilities, or equivalent combination of education and experience.

Working Conditions

Work is performed indoors in a typical office setting and outdoors while visiting public works buildings/facilities and numerous work sites. Operates a City vehicle for regular transportation needs. Sits for extended periods of time. Stands, walks, and performs a variety of physical movements while conducting field inspections. Noise in work place is usually quiet but may be exposed to louder noises at work sites. Uses large and fine motor skills. Uses different types of vision and hearing to perform field and office work.