

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

Agenda Item Number: 3

Meeting Date: January 28, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: February 2, 2015

- Approved Denied
- Amended Tabled
- Other

Originating Department: City Clerk-Treasurer

Agenda Item: Discussion of City Assessors Department

Recommended Action: Approve Two Stage Plan

Background/Summary:

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

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

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

Alternatives:

Financial Considerations:

Preparer: City Clerk-Treasurer

Signature:

Comments:

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

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

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

January 2015 facts

Current Staff Levels

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

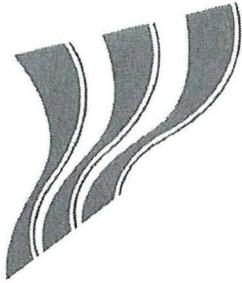
Judy Thompson has completed the CMA-Income Qualified level

Training Levels

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

Parcel Data

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



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4

Meeting Date: January 28, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date:

- Approved Denied
 Amended Tabled
 Other

Originating Department: Administration

Agenda Item: Review of contracts for legal services.

Recommended Action: Discussion.

Background/Summary:

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

Alternatives: Seek RFPs for legal services.

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

Preparer: Charlene Stevens, City Administrator

Signature: 

Comments:

CONTRACT FOR CITY PROSECUTOR LEGAL SERVICES

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

W I T N E S S E T H

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

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

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

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

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

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

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

4. COMMUNICATION: FIRM and CITY will establish a regular communication process between the Criminal Prosecutor and the City Administrator/Chief of Police in order to communicate issues and discuss resolution of such issues.

5. LEGAL SERVICES TO BE PROVIDED. FIRM will provide criminal prosecution legal services to CITY including, but not limited to prosecution of all ordinance violations, petty misdemeanors, misdemeanors and gross misdemeanors which by law are the responsibility of the City to prosecute. FIRM shall also represent CITY in all forfeiture proceedings arising out of criminal cases that FIRM is prosecuting for CITY. FIRM shall also represent CITY in all appeals to the Minnesota Court of Appeals and Minnesota Supreme Court arising out of cases prosecuted by FIRM. FIRM shall provide criminal legal consultation to the Willmar Police Department as requested, including training sessions. Consultation to the Police Department shall be available 24/7. FIRM shall be responsible for providing, at FIRM'S expense, competent criminal legal counsel to provide all of the above services to CITY when Thomas M. Anderson is out of town or otherwise unavailable or when Thomas M. Anderson has a conflict of interest.

6. COMPENSATION, BILLING AND PAYMENT PROCEDURES:

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

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

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

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

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

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

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

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

- 6.3. Billing Procedure. CITY shall pay FIRM for the services rendered by FIRM to CITY and expenses incurred on a monthly basis in accordance with this Agreement. FIRM will submit monthly bills to CITY for services rendered in the prior month in addition to expenses incurred to the date of billing. Bills will include statements itemizing the reimbursable expenses. CITY will pay the bill of FIRM within thirty (30) days or less of its receipt by CITY.
- 6.4. Disputes. In the event that CITY disputes any aspect of FIRM's bill, the City Administrator shall contact Thomas M. Anderson at FIRM stating the nature of the dispute. The parties pledge their mutual good faith in resolving any disputes. The amount in dispute shall be held in suspension until such time as the dispute is resolved. The amount held in dispute shall not accrue interest.
- 6.5. Interest. Because CITY will be paying FIRM's bills within thirty (30) days from their receipt, no interest will be charged.
7. TERM AND TERMINATION: This Agreement shall commence April 1, 2012 or as sooner directed by CITY and shall continue in effect until such time as either party terminates this Agreement. This Agreement may be terminated by CITY at any time or by FIRM upon 90 days written notice, provided however, that FIRM's termination of this Agreement shall be governed by Rule 1.16 of the Minnesota Rules of Professional

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

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

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

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

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

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

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

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

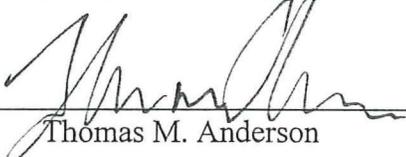
CITY OF WILLMAR

By: 
Frank Yanish, Its Mayor

By: 
Charlene Stevens,
Its City Administrator

Date: 4-2-2012

ANDERSON LAW OFFICES

By: 
Thomas M. Anderson

Date: 4-2-2012

CONTRACT FOR CIVIL CITY ATTORNEY LEGAL SERVICES

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

W I T N E S S E T H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

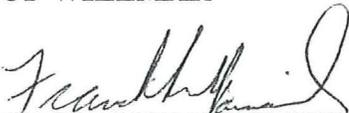
CITY agrees it will defend, indemnify and hold harmless FIRM, its officers and employees against any and all liability, loss, costs, damages and expenses which FIRM, its officers or employees may hereafter sustain, incur, or be required to pay arising out of CITY's negligence related to performance of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

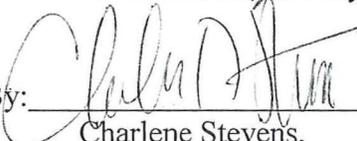
15. CONFLICTS OF INTEREST: FIRM shall use its best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety in representation of CITY. It is the intent of FIRM to refrain from handling legal matters for any other person or entity that may pose a conflict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

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

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

CITY OF WILLMAR

By: 
Frank Yanish, Its Mayor

By: 
Charlene Stevens,
Its City Administrator

Date: 4-2-2012

FLAHERTY & HOOD, P.A.

By: 
Christopher M. Hood

Date: 4/9/12



November 6, 2013

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

Re: City of Willmar Request for Proposals for Legal Services

Dear Charlene:

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

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

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

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

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

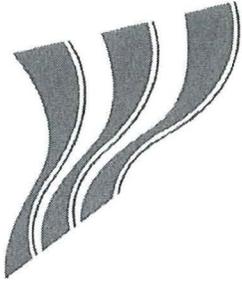
Very truly yours,

FLAHERTY & HOOD, P.A.

A handwritten signature in cursive script that reads "Chris Hood". The signature is written in black ink and is positioned above the printed name.

Christopher M. Hood

CMH/ch



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

Agenda Item Number: 5

Meeting Date: January 28, 2015

Attachments: X Yes No

CITY COUNCIL ACTION

Date:

- Approved Denied
 Amended Tabled
 Other

Originating Department: Administration

Agenda Item: Workforce Planning

Recommended Action: Receive for Information.

Background/Summary:

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

Alternatives: n/a.

Financial Considerations: n/a

Preparer: Charlene Stevens, City Administrator

Signature:

Comments:

interoffice
MEMORANDUM

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

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

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

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

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

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

Introduction

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

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

Identifying the Problem

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

- ***Which employees are likely to retire in the next five years?***
 - How many of these individuals are key leaders/managers?
 - How many of these individuals have specialized technical knowledge?
 - How many of these individuals are in the same job class and/or same department?
 - What does our recent history say about our ability to recruit for these jobs?

- ***How will our workforce be different in five years?***
 - Which generations will still be working? Which will be retiring? Which will be coming into the workforce? What are the characteristics of each of these generations?
 - How will the racial and ethnic backgrounds differ from today?
 - How will the gender balance differ?
 - How will educational backgrounds be different?
 - How will work preferences be different (e.g., working from home, flexible hours, etc.)?

- ***How will our human resources needs be different in five years?***
 - What role will technology play? Will it be able to replace some workers? Will we need a higher level of training in technology? Will we need to replace our technology in order to attract and retain new workers?

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

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

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

Identifying Strategies, Solutions, Challenges and Constraints

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

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

Reinvention/Retooling

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

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

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

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

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

- Splitting up jobs

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

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

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

- Using volunteers

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

- Working outside of job class

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

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

Recruitment

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

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

Retention

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

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

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

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

Knowledge Transfer

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

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

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

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

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

Other Considerations

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

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

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

WORKFORCE PLANNING

Problem Identification

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

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

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

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

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

A) Racial and Ethnic Background

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

B) Gender Balance

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

C) Role of Technology

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

Reinvention / Retooling

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

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

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

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

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

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

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

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

Employee Recruitment

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

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

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

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

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

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

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

Employee Retention

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

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

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

Knowledge Transfer

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

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

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

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

City Clerk Treasurer

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

ESSENTIAL FUNCTIONS

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

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

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

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

Monitor staff job tasks to ensure goals are met.

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

Initiate hiring process within affirmative action guidelines for most job openings.

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

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

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

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

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

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

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

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

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

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

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

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

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



WILLMAR

PLANNING AND DEVELOPMENT SERVICES

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

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

TO: Michael Schmit, City Administrator FAX: 320-235-4917

FROM: Bruce Peterson, Director of Planning and Development Services

DATE: December 10, 2007

RE: Workforce Planning

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

1. Problem Identification

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

DEPARTMENT OF PLANNING AND DEVELOPMENT SERVICES

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



2. Reinvention/ Retooling

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

3. Employee Recruitment

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

4. Employee Retention

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

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

5. Knowledge Transfer

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



WILLMAR



WILLMAR FIRE DEPARTMENT

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

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

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

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

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

1. Problem Identification

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

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

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

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



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

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

2. Reinvention/Retooling

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

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

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

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

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

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

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

3. Employee Recruitment

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

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

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

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

4. Employee Retention

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

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

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

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

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

5. Knowledge Transfer

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

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

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

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

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

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

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

December 12, 2007

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

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

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

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

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

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

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

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

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

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



**WILLMAR POLICE DEPARTMENT
CHIEF OF POLICE**

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

INTEROFFICE MEMORANDUM

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

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

Problem Identification / Overview for the Willmar Police Department

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

The breakdown by division is:

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

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



Patrol Division (not including sergeants – 16)

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

Clerical – 4

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

Detectives – (6 less the sergeant)

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

Juvenile – (4 less the sergeant)

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

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

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

Strategies, Solutions, Challenges and Constraints

Reinvention/Retooling

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

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

Recruitment

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

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

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

Retention

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

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

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

Knowledge Transfer

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

Summary

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

If you have any questions, please contact me.

JAK:sae

Workforce Planning

January 18, 2008

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



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

1. Problem Identification

Street/Park Maintenance

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

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

Engineering

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

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

Waste Water Treatment Plant

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

Airport & Custodial

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

2. Reinvention/Retooling

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

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

3. Employee Recruitment

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

4. Employee Retention

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

5. Knowledge Transfer

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

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