

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

**Agenda Item Number:** . 3  
**Meeting Date:** January 11, 2016  
**Attachments:**  Yes No

**CITY COUNCIL ACTION**

**Date:** January 19, 2016

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

**Originating Department:** Finance

**Agenda Item:** Rice Hospital Intergovernmental Transfer Agreement

**Recommended Action:** Resolution authorizing Mayor and Administrator to sign the amended agreement reducing the present Intergovernmental Transfer Agreement from .80 of the Net Position to .45 of the Net Position, resulting in a floor of \$225,000 as well.

**Background/Summary:** Starting in the Fall of 2010, Rice Memorial Hospital and the City amended the Intergovernmental Transfer Agreement to increase the rate of payment from .40 to .75 of Net Position to cover a pass-through of funds from the State of Minnesota for Medical Assistance Costs for Rice Care Center. Then again in 2013, the rate was increased from .75 to .80 because of increased costs and reimbursement for the program. Starting in 2016, this program has been replaced and no longer needs to come through the City to Rice Hospital. Since the program revenues go directly to Rice, staff has met and discussed the need to amend the present agreement which covers 2016 through 2018. Staff recommendation would be revenue neutral to the General Fund budget and this would only affect the amount related to the Reimbursement for Rice Care Center.

**Alternatives:** Not to amend the agreement or change by a different rate.

**Financial Considerations:** General Fund Budget-Neutral. Intergovernmental Transfer and Non-Departmental payment to Rice by the same amounts.

**Preparer:** Steven B. Okins, Finance Director

**Signature:**

**Comments:**

**AGREEMENT FOR INTERGOVERNMENTAL TRANSFER PAYMENTS BY AND  
BETWEEN RICE MEMORIAL HOSPITAL AND THE CITY OF WILLMAR**

This Agreement is made and entered into this 1<sup>st</sup> day of January, 2014 by and between the Rice Memorial Hospital, a public hospital and instrumentality of the City of Willmar (hereinafter referred to as "Rice Hospital"), and the City of Willmar, a Minnesota municipal corporation (hereinafter referred to as the "City"), WITNESSETH:

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

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

WHEREAS, Rice Hospital and the City have previously entered into agreements whereby the Hospital would remit to the City annual negotiated intergovernmental transfer payments in consideration for the municipal services provided to Rice Hospital by the City; and

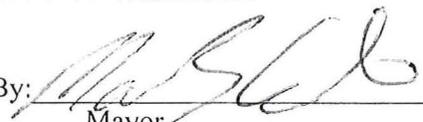
WHEREAS, the parties desire to continue the annual intergovernmental transfers pursuant to the terms and conditions outlined below;

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

1. Rice Hospital shall pay to the City an annual intergovernmental transfer payment equivalent to ~~.80~~ .45 percent of the Hospital's net assets (excluding Rice Health Foundation net assets) at the conclusion of the preceding calendar year in each of 2016, 2017 and 2018, provided that:
  - a. Except as may be required to comply with Paragraph (b) below, Rice Hospital shall not be obligated to pay any amount hereunder that would result in the reduction of its net revenues to a point where the debt coverage ratio is less than 1.25 times its debt service as stated in its bond covenants; and
  - b. At no time shall Rice Hospital's total intergovernmental transfer payment to the City for any calendar year covered by this Agreement be less than ~~\$200,000~~ \$285,000.
2. Except as may be otherwise necessitated by Paragraph 1(a) above, Rice Hospital's annual transfer payments to the City shall be made in four equal installments in the amount of one quarter of the annual payment on March 30, June 30, September 30, and December 30 of each year.
3. The parties hereby agree that the terms and conditions of this Agreement shall remain in effect through December 31, 2018, and that this Agreement may only be modified by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their corporate names and seals affixed thereto the day and year first above written.

CITY OF WILLMAR

By:   
Mayor

By:   
City Administrator

RICE MEMORIAL HOSPITAL

By:   
President

By:   
Chief Executive Officer

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WHEREAS, the parties desire to continue the annual intergovernmental transfers pursuant to the terms and conditions outlined below;

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  - a. Except as may be required to comply with Paragraph (b) below, Rice Hospital shall not be obligated to pay any amount hereunder that would result in the reduction of its net revenues to a point where the debt coverage ratio is less than 1.25 times its debt service as stated in its bond covenants; and
  - b. At no time shall Rice Hospital's total intergovernmental transfer payment to the City for any calendar year covered by this Agreement be less than \$200,000.
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CITY OF WILLMAR

By: 

Mayor

By: 

City Administrator

RICE MEMORIAL HOSPITAL

By: 

President

By: 

Chief Executive Officer

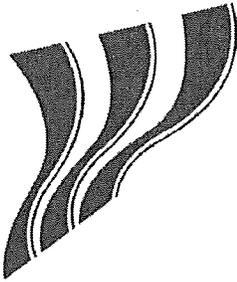
## *Rice Memorial Hospital*

To: Michael Schmit  
From: Michael Schramm  
Date: September 16, 2010  
Subject: Rice Care Center

The Legislature created a new program this year which allows public owners (governmental owners) of nursing homes to pay the state share of costs for a rate increase up to the full rebasing rate. What this means is that through this program, Rice Care Center would see its revenues increase. Interested nursing homes have to apply by September 30, 2010 and pending federal approval rate increases will start on January 1, 2011. Because the local government owner (City of Willmar) is paying the difference in Medical Assistance costs between the current rate and the new higher rate, there is no cost to the state for implementing this new program. Department of Human Services (DHS) has developed an application form for this program as well as calculating the rates for each eligible care center so the owner will know what level of rate increase their care center could receive. In the application for the program, the owner will have to apply for a specific level of increase up to the full rebasing rate. Rice is requesting the full rebasing rate.

The specifics for the Rice Care Center include an estimated \$169,000 of the state share costs which would be invoiced to the City of Willmar and paid on a monthly basis. The federal matching component is nearly double this amount. Rice is proposing to increase the inter-governmental transfer rate (Payment In Lieu Of Taxes) from the current .004 of Net Assets with a floor of \$200,000 to .0075 of Net Assets with a floor of \$375,000.

Although the State Legislature has passed this program, the Center for Medicare & Medicaid Services (CMS) must review and approved this additional federal funding and thus the applications could be rejected. Therefore, the additional payment from Rice to the City for the inter-governmental transfer rate is contingent upon federal approval of this program and Rice actually receiving increased Medicaid reimbursement. Your support of this initiative is much appreciated and we will be at the Council meeting on Monday to further explain this request and answer any questions.



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

**Agenda Item Number:** 4

**Meeting Date:** January 11, 2016

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

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

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

**Originating Department:** Planning and Development Services

**Agenda Item:** Work Order Number 5 to Bolton & Menk Professional Services Contract

**Recommended Action:** To approve the work order for the final phase of the land release

**Background/Summary:** While staff had completed the first two phases of the land release for the former airport, the final phase is much more technical due to the extent and type of information required by the FAA. The City of Willmar has a professional services contract with Bolton & Menk for the airport services, but there was nothing within that scope of services that included work on the land release. Bolton & Menk had led the effort to secure the phase three land release and has worked on this quite some time. It was determined that the City should formalize those efforts in a work order to define the scope of the additional services, as well as the compensation for those services. The attached work order does both. The attached timeline depicts work performed on the land release by Bolton & Menk.

**Alternatives:** To not approve the work order.

**Financial Considerations:** The total cost for the additional services is \$40,000. Funding is available in the 2015 Airport budget.

**Preparer:** Bruce D. Peterson, AICP  
Director of Planning and Development Services

**Signature:**

**Comments:**

**WORK ORDER NO. 5  
TO  
PROFESSIONAL SERVICES CONTRACT  
FOR  
LAND RELEASE PHASE 3; "ORIGINAL" AIRPORT LOCATION**

**BETWEEN:** The City of Willmar,  
A Minnesota municipal corporation (CLIENT)

**AND:** Bolton & Menk, Inc. (CONSULTANT)

**EFFECTIVE DATE:** *January*  
~~December~~ \_\_, 2016

**RECITALS**

1. City owns and operates the Willmar Municipal Airport (John L. Rice Field) located in Willmar, Minnesota.
2. This is Work Order No. 5 to the Professional Services Contract, between City and Bolton & Menk, Inc. The Professional Services Contract effective April 23, 2012, is referred to herein as the "Master Agreement".

**AGREEMENT**

**DESCRIPTION**

The CONSULTANT agrees to provide Professional Services required for the prior Airport Location Land Release, Phase 3 at the Willmar Municipal Airport/City of Willmar (herein referred to as the CLIENT).

**I.A. BASIC SERVICES**

For purposes of this Work Order, the Basic Services to be provided by the CONSULTANT are as follows:

Project Scope

It is understood that the CLIENT is required to provide historical documentation of the old airport property for releasing all federal obligations of said properties for compliance and continuation of receiving federal grants at the new airport. The CLIENT had completed Land Release Phases 1 & 2 and requested assistance for the final phase 3 documentation efforts.

**TASK 1. Land Release Report**

For the CLIENT to sell airport property acquired through a percentage of federal funding, a Land Release is required with certain process requirements that must be followed before the land can be released back to the City or sold to a private entity. The guidelines for this process are presented in FAA Order 5190.6B. The steps are outlined as follows:

1. The owner must make a written request and justify why there has been a change in the aviation need for the land as well as supply considerable detail about the history and condition of the property.
2. An Environmental Assessment (EA) or CATEX is required, which must address the impact of the sale and the proposed future use of the land. The land release will be incorporated into the

Environmental Assessment under Secondary and Cumulative Impacts. This will fulfill the requirement of environmental review of the land release. COMPLETED BY CLIENT. CONSULTANT will assist with coordination with MnDOT and FAA for approval of the environmental document.

3. Proceeds from the sales/release belong to the FAA, the State, and the City in the ratios at which the property was purchased. There are specific FAA Terms and Conditions and State Project Agreements that define the funding shares. To accomplish the request for the Phase 3 land release, the CONSULTANT will complete the following tasks in accordance with AC 150/5190.6B:

**Task 1: Legal Description and Condition of Property.**

Complete a legal description of the property requested for the land release and determine the amount of acreage.

**Task 2: Property Title and Appraised Value**

The CLIENT will furnish evidence of clear title to the property to be sold. If existing documentation is not available from the original purchase, then the CLIENT will complete a title search and furnish evidence of clear title for the parcel to be sold. CONSULTANT will work with City Attorney to develop title, deed and deed restrictions for the airport property to be released.

CONSULTANT will discuss with both the County Assessor and/or County Recorder as to current land values and recent property sales. This appraised value would document potential for future revenue from sale of property and identify dedicated uses for the federal and state share of these funds at the airport.

**Task 3: Review Comprehensive Plans**

Review CLIENT Comprehensive Plans to determine long range vision for parcel or adjoining parcels, such as: Airport Master Plan, ALP, City Comprehensive Plan, Land Use Plan, Economic Development Plan, and/or Industrial Park Plan.

**Task 4: Request of Land Release to FAA and Mn/DOT**

Using the City of Willmar's vision for the property and FAA Order 5190.6B, the CONSULTANT will write the justification for the land release. This will describe the reason for the land release, and develop consensual reasons for FAA allowance of this transaction. This will include supporting documentation such as estimated property/parcel values and future use of existing property. This will also identify the cost participation of the original purchase and detail the sum of funds from the future sale that would be required to remain dedicated for airport purposes.

**TASK 2. Sponsor, FAA and MnDOT Aeronautics Coordination**

This task covers the Administration and Coordination of Phase 3 of the Land Release. This task includes the following:

1. The CONSULTANT and CLIENT agree that historical research services furnished shall be to the extent necessary to determine compliance with federal guidelines.
2. The CONSULTANT shall attend up to (5) site visits with the CLIENT and (5) with AGENCIES.

**TASK 3. Field Survey and Property Research Assistance**

The CONSULTANT will assist the CLIENT with the following Survey and Research Assistance tasks:

1. Verification of prior and existing airport properties. The 1975 Airport Layout Plan property map data tables were not found along with the "Exhibit A" document.
2. Including discussions with Mn/DOT and FAA to provide background for approval as well as completing Federal guidelines.
3. Complete a boundary description of the old airport site Phase 3 parcels.
4. Kandiyohi County property research, estimated (4) visits to gather parcel information and estimated Appraised Property values along with MnDOT archive searches.

**I.B. ADDITIONAL SERVICES**

Consulting services performed other than those authorized under Section I.B. shall not be considered part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Upon receiving the CLIENT's request, CONSULTANT will assist with completing any close out report for requesting the final grant reimbursement for phases of the prior projects, in accordance with Mn/DOT of FAA requirements
2. Attendance of additional meetings beyond those identified in the above scope.
3. Creation of a new "Exhibit "A" document.
4. All other services not specifically identified in Section I.A.

**I.C. CONSIDERATION**

The services described above in Section I.A. BASIC SERVICES shall be provided as follows:

1. Land Release Report	\$ 23,500
2. Sponsor, FAA & MnDOT Coordination	\$ 11,300
3. <u>Field Survey &amp; Property Research</u>	<u>\$ 5,200</u>
<b>TOTAL AUTHORIZED FEE</b>	<b>\$ 40,000</b>

Progress payments shall be made in accordance with the Attached Fee Schedule and Section III of the Master Agreement.

**I.D. SCHEDULE**

TASK	SERVICE DESCRIPTION	DATE
1	Land Release Report **	February 2013 - December, 2015
2	Sponsor, FAA & MnDOT Coordination	February 2013 - December 2015
3	Field Survey & Property Research	May 2015 – August 2015

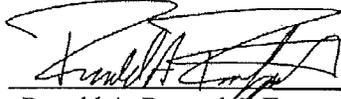
\*\* ((Project started as T51.105032, Task 004 - Miscellaneous Projects))

**I.E. AUTHORIZATION**

City of Willmar, Minnesota

Bolton & Menk, Inc.

\_\_\_\_\_  
Mr. Marv Calvin Mayor

  
\_\_\_\_\_  
Ronald A. Roetzel, P.E.  
Principal

Mr. Kevin Halliday    Interim City Administrator

1-6-16

### Willmar Airport Land Release Timeline(s)

October 9, 2009:

- FAA issued a “Cease and Desist” notification for Grant Assurance Violations – Notice of Noncompliance (NC). NC is at both airport property locations. There were easement issues at the new airport location and land use/release issues at the old airport site. Both issues have to be resolved for the City to be in “Compliance” again.
- FAA Requirements have changed numerous times over the last ten years. New Standard Operating Procedures (SOP) have been developed and all airport documents are now required to meet these standards.
- Any land identified on the Exhibit “A” Property Map may not be disposed of or used for other than those airport purposes without FAA consent. All compliance matters shall be the responsibility of the Sponsor. Environmental impacts need to be considered by the requesting party when preparing a land release.

May 29, 2012:

- City of Willmar receives Phase 1 Land Release Approval from the FAA-ADO. Completed by Sponsor.

November 2, 2012:

- City of Willmar receives Phase 2 Land Release approval from FAA-ADO. Completed by Sponsor.

June 2, 2014:

- FAA-ADO staff recommends Bolton & Menk, Inc. (BMI) assist Sponsor with final land release phase.

June 12, 2014: BMI START of project

- Sponsor staff contacts BMI requesting assistance in completing the final land release due to the detailed complexity of the project.
- Sponsor was notified/reminded by the FAA that federal year end cutoff is September 30.

July – September 2014:

- BMI receives sponsor documentation of Phase 1 and 2 efforts and prior survey data files.
- Property background search starts at Kandiyohi County records by BMI survey staff.
- Sponsor attorney was unsuccessful in getting property owner easement agreements prior to the end of the federal fiscal year (September 30).

October 2014:

- BMI continues property background searches at County/MnDOT/FAA offices.

November 2014:

- BMI survey staffs starts reviewing Property Deeds and Boundary information.
- Prepare Phase 3 Metes and Bounds description matching format of prior land releases prepared by sponsor.

November 11, 2014:

- BMI receives timeline from sponsor’s attorney about the easement condemnation/“Quick Take” Notice for possible filing on November 18.

- Timeline showed possible final payment award to easement holders on June 22, 2015 or earlier if this procedure was necessary.
- FAA extended deadline for the Sponsor to receive federal funding for 2015 projects to December 30, 2014 but easement agreements were still unobtainable.

December 2014:

- Final property description and graphics are completed for Phase 3.
- Since the deadline for the easements was not met, no Federal dollars were allocated in 2015, so there was no tight timeline to complete until the easement issues could be settled. BMI continued to send updated information to the FAA-ADO to review and make sure the process was being completed correctly per Standard Operation Procedures (SOP).

January 2015:

- Meetings at MnDOT for additional property research and history.

March 2015:

- Meetings at FAA-ADO for Exhibit "A" background history. Exhibit "A" map for the old airport site has not been located.
- Microfiche background record research.
- MnDOT Aeronautics file research.

April – June 2015:

- Continued property background history research.
- First "Draft" submitted to FAA staff for review/confirmation of information to date.

July 2015:

- MnDOT Aeronautics staff locates additional archived records.
  - Exhibit "A" property information not in state system records.
- BMI staff starts additional review of record information.
- Located additional "misfiled" property information at FAA Regional Office, Chicago.

*(trip not charged to City)*

August – October 2015:

- Sent updated second "draft" to FAA staff for concurrence and review of Federal or State funded parcels.
- Noncompliance Easement Agreement between the sponsor and the property owner(s) signed on October 1.
- Sponsor forwards Noncompliance Easement Agreement to Agencies for review/approval.

November 2015:

- Resent updated third "Draft" to FAA for concurrence and review.

December 2015:

- Addressed FAA staff comments in "Draft" report.

**December 14, 2015:**

- **SUBMITTED to FAA; Final Phase 3 Land Release Report**

**Additional Information requested:**

1. Complexity of the submittals

The land release documentation requires the funding history to be obtained for all parcels acquired with federal or state dollars for airport property. The original property acquisition for the old airport site began in July 1947. All land files are kept off site with MnDOT and staff requested delivery of the files to MnDOT Office of Aeronautics to be copied to support the background of the project. Due to the complexity of the project and the number of parcels being released, multiple boxes and trips to MnDOT Office of Aeronautics were required.

In addition to the old airport property research, knowledge of the agreements between the City and the United States are evaluated including six of the 31 grant assurances that relate to federal funding.

The land release document should answer the following questions:

- a. What is requested?
- b. What agreement(s) with the United States are involved?
- c. Why the release, modification, reformation, or amendment is requested.
- d. What facts and circumstances justify the request?
- e. What requirements of state or local law or ordinance should be provided for in the language of an FAA-issued document if the request is consented to or granted?
- f. What property or facilities are involved?
- g. How the property was acquired or obtained by the airport owner.
- h. What is the present condition and what present use is made of any property or facilities involved?
- i. What use or disposition will be made of the property or facilities?
- j. What is the appraised fair market value of the property or facilities? Appraisals or other evidence required to establish fair market value.
- k. What proceeds are expected from the use or disposition of the property and what will be done with any net revenues derived.
- l. A comparison of the relative advantage or benefit to the airport from sale or other disposition as opposed to retention for rental income.

2. Firm's experience in working on land releases

Bolton & Menk has completed a land release project for the Jackson Municipal Airport, Mankato Regional Airport, and Blue Earth County. All three projects were completed to FAA standards following FAA Order 5190.6B Chapters 22 and 23, FAA Policy & Procedures Memo (PPM) 5190.6, and Advisory Circular 150/5100-17. The land release documents follow Grant Assurances #4 Good Title, #5 Preserving Rights and Powers, #21 Compatible Land Use, #25 Airport Revenues, #29 Airport Layout Plan/Exhibit A, and #31 Disposal of Land.

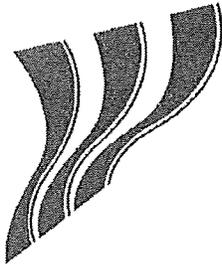
The following information is needed in a land release package:

- Answers to PPM 5190.6, appendix 2 questions
- Plat of survey
- Current property appraisal that determines Fair Market Value
- National Environmental Policy Act (NEPA) clearance
- Environmental site assessment
- Deed restriction (PPM 5190.6 Appendix 3)
- Updated Airport Layout Plan and Exhibit A

The previous land release documents provided by Bolton & Menk met all FAA standards and were used as a template to complete the Willmar Municipal Airport project.

### 3. Relationship between Bolton & Menk and FAA

Bolton & Menk works closely with FAA on all airport projects. The three previous land release projects were completed with FAA staff and there is an understanding by Bolton & Menk of the information needed to be provided to FAA.



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 5  
Meeting Date:  
Attachments:  Yes No

CITY COUNCIL ACTION

Date:

- Approved  Denied  
 Amended  Tabled  
 Other

Originating Department: Willmar Police

Agenda Item: Appropriation of funds for unplanned replacement of interview video equipment

**Recommended Action:** Request approval to authorize funding & purchase of replacement video recording equipment at the Law Enforcement Center due to an unexpected and irreparable failure to existing equipment.

Split cost with the Kandiyohi County Sheriff's Office would be \$13,765.25 (WPD share) to purchase and install replacement equipment. The equipment would also upgrade the system to digital recording capabilities.

We believe funding could come from the 2015 Willmar PD budget with realignment from other line items (due to payroll changes from retirement to replacement, funds left in some line items, etc.)

**Background/Summary:** The Willmar Police Department shares a facility with the Kandiyohi County Sheriff's Office that was built in 2000. The initial video recording system installed in the interview rooms was DHS cassettes and was upgraded to DVD recording about 9 years ago.

In the fall of 2015, the DVD recording system failed and was deemed irreparable. In the interim, staff have been able to retrofit one of the three interview rooms with lower quality video equipment but an upgrade and replacement is deemed a high priority.

The attached sales agreement (estimate) from the Ban-Koe Company was found to fit our needs and a lower price than other vendors. It would also be expandable in the future, if needed. This video system would upgrade to digital video and make transfer of videos to the prosecutors & court more efficient plus produce a much higher quality video / audio recording. Staff time to transfer videos is predicted to decrease significantly.

Courts and the public continue to expect and demand video and audio recordings for criminal investigations. We deem this a high priority item for replacement. Due to the sudden failure of the system, it was an unexpected replacement and had not been placed on a CIP at this point.

**Alternatives:** Continue with interim fix and place on future CIP.

**Financial Considerations:** Expenses up to \$13,765.25 which could be realigned from the 2015 Willmar PD budget from other line items.

Preparer: Chief Jim Felt

Signature:

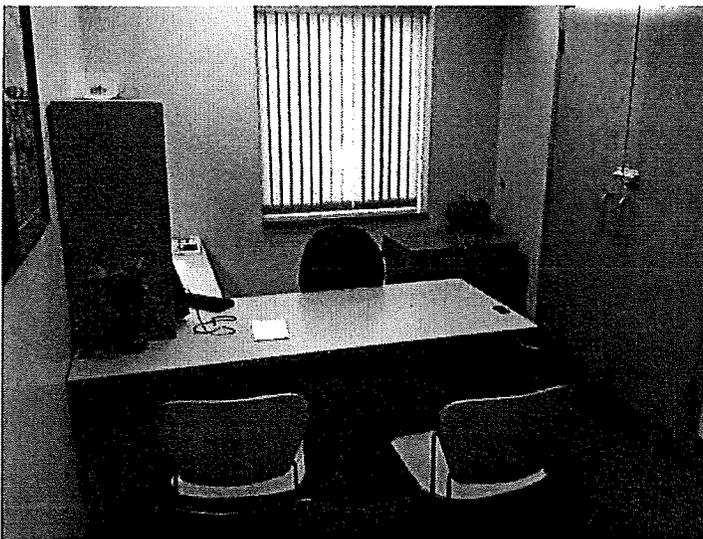
Comments:



Interview Room #1



Interview Room #2



Lobby Interview Room



**SALES AGREEMENT**

9100 West Bloomington Freeway, Bloomington, MN 55431  
tel (952) 888-6688 | fax (952) 888-3344

CUSTOMER PO:  
SALESPERSON: RICK EGAN, RE-532      DATE: 12/2/2015

<b>PROJECT:</b> Willmar Police Department	<b>OWNER:</b> Willmar Police Department
<b>ADDRESS:</b> 2201 NE 23rd Street	<b>ADDRESS:</b> 2201 NE 23rd Street
<b>ADDRESS2:</b>	<b>ADDRESS2:</b>
<b>CITY, STATE ZIP:</b> Willmar, MN	<b>CITY, STATE ZIP:</b> Willmar, MN
<b>CONTACT:</b> Det. Sgt. Vince King	<b>CONTACT:</b> Det. Sgt. Vince King
<b>PHONE:</b>	<b>PHONE:</b>
<b>FAX:</b>	<b>FAX:</b>

<b>BILL TO:</b> Willmar Police Department	<b>SHIP TO:</b> Ban-Koe Companies
<b>ADDRESS:</b> 2201 NE 23rd Street	<b>ADDRESS:</b> 9100 West Bloomington Freeway
<b>ADDRESS2:</b>	<b>ADDRESS2:</b>
<b>CITY, STATE ZIP:</b> Willmar, MN	<b>CITY, STATE ZIP:</b> Minneapolis, MN 55431-2200
<b>CONTACT:</b> Det. Sgt. Vince King	<b>CONTACT:</b>
<b>PHONE:</b>	<b>PHONE:</b> (952) 888-6688
<b>FAX:</b>	<b>FAX:</b> (952) 888-3344

THIS ORDER WILL SHIP: Only Upon Your Request in Writing - not until  
 \* TERMS OF SALE: 50% Deposit - 40% Due Upon Shipment - 10% Due Upon Owner Training  
 METHOD OF PAYMENT: Ban-Koe Will Invoice Customer

ORDER SUMMARY: Video Evidence Solution & Options

QTY	DESCRIPTION	SYSTEM PRICE
1	Base Quote (Three Rooms) - Replace Existing Interview Video Surveillance System with Video Evidence System	23,330.49
<del>1</del>	<del>Add Family Services Interview Room - Assumes LAN connection between building existing</del>	<del>5,895.72</del>
	ONE YEAR WARRANTY ON ABOVE	
	<u>Optional but Recommended Annual Support Agreements (chose only one)</u>	
	TSP (Annual Support Contract) Base Bid	1,695.00
	TSP (Annual Support Contract) Base Bid + Option 1	<del>1,995.00</del>

Benefits of Video Evidence Solution

- Ability to copy video/audio and layer to a standard 4.7 gb DVD
- Seamlessly combines the audio and video interrogation recording together
- Ability to book mark and index key points of interrogation in real time
- Provides a web based access to video based on user permission rights
- Minimal keystrokes and mouse clicks
- Extremely end user friendly
- Ease of use in processing videos to DVD
- Ability to download more than 1 camera at a time
- Provides ability to have more than one camera/room at a time
- Doesn't fill up local hard drive with unnecessary copies
- Provide network security to the cameras to prevent unauthorized viewing
- Allow live audio/video monitoring of the interview rooms from the Investigators areas

Support Contract Summary - What It Includes

- Call: 800-969-9633 Option 1 for Support (952-888-6688)  
 Email: support@bankoe.com
- unlimited access to support center (call or email above)\*
  - access to support after hours - call same number (no email)
  - control components are covered (parts & labor) (i.e. NVR, power supply, base station, etc.)
  - software upgrades as required, included
  - re-training on feature functionality (Video Evidence)
  - not covered - acts of God, vandalism, neglect.
- \*Call support center for any reason to get support.

PLEASE CIRCLE ITEMS YOU WOULD LIKE TO PURCHASE AND SIGN AT LOWER RIGHT CORNER OF AGREEMENT.

SUB-TOTAL:  
 TAX: NOT INCLUDED  
 TOTAL  
 DEPOSIT:  
 BALANCE:

SHIPPING & HANDLING INCLUDED

REMIT ALL PAYMENTS TO THIS ADDRESS:  
 BAN-KOE COMPANIES  
 9100 WEST BLOOMINGTON FREEWAY  
 MINNEAPOLIS, MN 55431



TERMS & CONDITIONS

The attached proposal is valid for sixty (60) Days. After sixty (60) Days, the proposal may be withdrawn at any time. By signing this Agreement, customer agrees to all the Agreement Terms & Conditions, pages 2 and 3 attached herein. Ban-Koe will commence final connections, check-out, certification, and training upon receipt of 90% of the order total. Finance charges will apply on any past due amounts at a rate of 1.5% \*18% APR or \$25.00 whichever is greater. Credit Card payments are subject to a 3% processing fee on the total amount charges.

BAN-KOE SIGNS HERE:

BY (X): \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

CUSTOMER SIGNS HERE:

BY (X): \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_



DATE: 12/2/2015

JOB: WILLMAR POLICE DEPARTMENT  
2201 NE 23RD STREET

WILLMAR, MN

SYSTEM: Base Quote (Three Rooms) - Replace Existing Interview Video Surveillance System with Video Evidence System

QTY	DESCRIPTION
3	Indoor 2MP, Vandal Dome, Auto Focus, 2.7~9mm lens @F1.2, IR Cut Filter PoE, H.264/MPEG4/MJPEG, Progressive Scan CMOS, 3 year advanced replacement warranty No camera license required with Video Insight 5.0 or higher VMS software includes unlimited SUP (software upgrade program) for all updates and major software releases
1	Dell R320 , Single Xeon Processor, 4 GB of RAM, Dual 1 GB Ethernet Ports, Server 2012 Std. R2 Edition, Support for (4) 3.5" drives, 8TB Storage total with 9TB usable, PERC H710 Raid Controller, DVD-RW, Keyboard and Mouse, No Audio, No Rails NVR price includes, First 8 IPSv5 license, 3 year hardware limited warranty* 5 years of "SUP" for all updates and major software releases for all licenses added to the NVR
1	Wall Mount Rack (Three Section)
3	Latching Push Button for Audio/Video Record Activation/Deactivation - One Button Panel, Single Gang
3	Indicator Light for Inside Room Audio/Video Record Activation/Deactivation - One Button Panel, Single Gang
3	Louroe Verifact A Wall or Ceiling Microphone
1	AP-8 RM Louroe 8 Zone Rack Mount Base Station
3	Install & Provide Cable from Camera to Recording Room
3	Install & Provide Cable from Mic to Recording Room
3	Install & Provide Cable from Button & Indicator to Camera
12	Install all room devices (cameras, mics, buttons, indicators, etc.)
1	Install Wall Rack
1	Cable - CAT6
1	Cable - 18/4
1	Cable - 18/2 OAS
1	T&E

POE Network switch provided by owner/county/IT department  
PC in Recording Room provided by owner/county/IT department

+ \$1,000  
(\$500 WPD)

DEDICATED COMPASS TO  
BE PURCHASED DIRECTLY  
FROM KANAWHA COUNTY

+ 1,500  
(\$750 WPD)

MULTI-PART DVR FINDED TO  
BE PURCHASED DIRECTLY FROM  
KANAWHA COUNTY



SOLUTIONS > WORKPLACE LIFE SAFETY & SECURITY > VIDEO EVIDENCE



## vDix Video Evidence

Up to date technology meeting today's standards in video evidence capture and processing leads to streamlined operations and repeatable processes resulting in efficient workflow. Video Evidence reduces agency liability as well as the financial and personal risk to law enforcement professionals providing them with the confidence they require in their day-to-day operations and ultimately in the courtroom.

Benefits

Features

Request a Demo

### Benefits



#### Simplify

Simplify the interview process with consistent and repeatable processes.



#### Faster Transcribing

High quality video leads to high quality audio files which reduce the time and effort needed in transcribing statements.



#### Secure Information

Top of the line servers and components with automatic backups set your mind at ease when it comes to technology related issues.

### Features

#### Lightweight, High Quality Video

Video Evidence recording controls are simple to use and designed to operate without disrupting operating procedures. Once recorded, the digital media is stored on reliable media rather than bulky audio or video tapes or CD's, ensuring a complete and accurate recording of excellent quality.

#### Bookmark and Time Stamp

Automatic date/time stamp included on all recordings, personalize with your own watermark, bookmark key events with case number, demographics, and interviewer for quick search and review.

#### Simultaneous Interviews

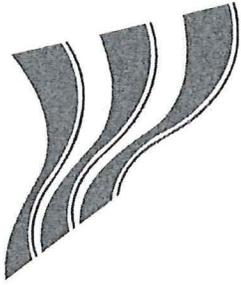
Conduct, record and view multiple interviews simultaneously all on one system.

#### Open Compatible and Proprietary Media

Recordings can be saved in a universal format as well as saved in a proprietary format that includes its own playback application.

#### Tailored Recording Options

Start/stop the recording process with a push button, from the client software. Add a card reader for greater control of the recording environment, mute the audio if required for client privilege. Add



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 6

Meeting Date: January 11, 2016

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: January 19, 2016

- Approved  Denied  
 Amended  Tabled  
 Other

Originating Department: Engineering

Agenda Item: Preliminary Budget Presentation for the 2016 Improvement Projects

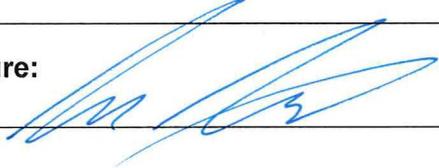
Recommended Action: Execute resolution to approve the recommended budget for the 2016 Improvement Projects.

Background/Summary: Staff has prepared the preliminary budget for the 2016 Improvement Projects. Council action is required to approve the budgets outlining the estimated cost and funding sources for the projects.

Alternatives: Further review and discussion of Project costs and financing.

Financial Considerations: Usage of funding sources as noted on the attached budget resolution.

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

Signature: 

Comments:

RESOLUTION NO. \_\_\_\_\_  
**PRELIMINARY 2016 STREET IMPROVEMENTS BUDGET**

**ESTIMATED TOTAL COST \$2,945,250.00**

\*Budget Amounts are Essential

Dated: \_\_\_\_\_

Code

<b>PERSONNEL SERVICES</b>	
10* Salaries Reg. Employees	_____
11* Overtime Reg. Employees	_____
12* Salaries Temp. Employees	_____
13* Employer Pension Contr.	_____
14* Employer Ins. Contr.	_____
<b>TOTAL</b>	<b>\$0.00</b>

<b>SUPPLIES</b>	
20* Office Supplies	_____
21* Small Tools	_____
22* Motor Fuels & Lubricants	_____
23* Postage	_____
24 Mtce. of Equipment	_____
25 Mtce. of Structures	_____
26 Mtce. of Other Improvements	_____
27 Subsistence of Persons	_____
28 Cleaning & Waste Removal	_____
29* General Supplies	_____
<b>TOTAL</b>	<b>\$0.00</b>

<b>OTHER SERVICES</b>	
30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$2,541,956.00
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$254,195.60
<b>TOTAL</b>	<b>\$2,796,151.60</b>

<b>OTHER CHARGES</b>	
40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46 FUEL SERV.	\$133,076.00
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	\$16,022.40
<b>TOTAL</b>	<b>\$149,098.40</b>

<b>RECEIVABLES</b>	
Assessments Prop Owners	\$802,842.00
Community Investment	\$457,158.00
General	\$397,000.00
State Aid	\$1,105,750.00
WTP	\$40,000.00
MUC	\$42,500.00
Kandiyohi County	\$100,000.00
<b>TOTAL</b>	<b>\$2,945,250.00</b>

<b>FINANCING</b>	
General	\$397,000.00
Bonds	\$1,260,000.00
State Aid	\$1,105,750.00
WTP	\$40,000.00
MUC	\$42,500.00
Kandiyohi County	\$100,000.00
<b>TOTAL</b>	<b>\$2,945,250.00</b>

**GRAND TOTAL** **\$2,945,250.00**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Clerk/Treasurer

**GRAND TOTAL** **\$2,945,250.00**



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

**Agenda Item Number:** 7

**Meeting Date:** January 11, 2016

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:**

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

**Originating Department:** Community Education & Recreation

**Agenda Item:** Reverse Osmosis Water System

**Recommended Action:** To approve Willmar Water Conditioning proposal to install RO Water Systems in both the Blue Line Arena and Civic Center Arena. \$23,000.00 was approved in the 2016 CIP for this work to be completed.

**Background/Summary:** We would like to install the Blue Line Arena system yet this winter to improve the BLA ice for curling yet this season. We will have the Cardinal Arena System installed after the ice season this year. That system needs some storage area created and it would be better for staff and the installer to complete that project after ice is out this year. There is \$23,000.00 in the CIP for this work, the remaining \$2,898.00 to complete this work will come out of the operations budget for the Civic Center.

**Alternatives:** Do not approve the work.

**Financial Considerations:** \$25,898.00 Total \$9,993.00 BLA \$15,905.00 CA

**Preparer:** Steve Brisendine

**Signature:**

**Comments:**

There are a few things that we can use at the blue line club presently installed from old system. We will reuse these items (Grundfus pump, 1-300 gallon tank, carbon filter)

#1 Civic Center

2 vessel Coster reverse osmosis system  
1 Grundfus Delivery pump  
1- LindySpring carbon filter 10"x54"  
1- LindySpring twin tank  
2-1500 gallon storage tanks

#2 Blue Line Center

2 vessel Coster reverse osmosis system  
1- LindySpring twin tank  
1-1500 gallon storage tank

Equipment installation included all labor, fittings  
Electrical not included (some outlets needed)

\$25898.00

Sincerely Bob Fader

Willmar Water Cond.  
1600 11th ave NE  
Willmar MN 56201  
320-235-1420

[www.willmarwater.com](http://www.willmarwater.com)<<http://www.willmarwater.com>>  
[www.currierswater.com](http://www.currierswater.com)<<http://www.currierswater.com>>  
[www.caponeswater.com](http://www.caponeswater.com)<<http://www.caponeswater.com>>

12/11/15  
Blue Line Center

2 vessel Coster reverse osmosis system  
1- LindySpring twin tank  
1-1500 gallon storage tank  
16"x65" calcite filter (ph. Up)  
bypass for above

Equipment installation included all labor, fittings  
Electrical not included (some outlets needed)

\$9993.00

Sincerely Bob Fader

Willmar Water Cond.  
1600 11th ave NE  
Willmar MN 56201

[www.willmarwater.com](http://www.willmarwater.com)  
[www.currierswater.com](http://www.currierswater.com)  
[www.caponewater.com](http://www.caponewater.com)

[320-235-1420](tel:3202351420)



# QUOTATION

Quote Number: 1676  
 Quote Date: Dec 4, 2015  
 Page: 1  
 PO Number: Revised R.O Quote

EcoWater Systems of Willmar  
 101 Litchfield Avenue SE  
 Willmar MN 56201

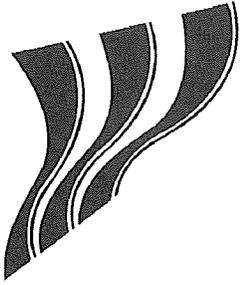
Quoted To:
Willmar Area Civic Center 2707 Arena Dr. Willmar, MN 56201

Customer ID	Good Thru	Payment Terms	Sales Rep
3 WILCI-01	1/3/16	Net 10 Days	Jay Johanneck

Quantity	Item	Description	Unit Price	Amount
1.00	3 CommOther	<p>2 Sets of Equipment: Each side will get 1-EWS070D (Softener System), ECWS Carbon (Chlorine Removal for R.O.), EPRO3000 (3,000 gallon per day R.O. system)</p> <p>4500 Gallon open air tank (3,000 gallons for Civic Side &amp; 1500 for Curling side) Grundfos Pump (60 GPM CRI E10-4)</p> <hr/> <p>This includes the plumbing bid we received from Willmar Plumbing and Heating. The Civic side will have a new on-demand water heater installed- Hot water to the showers and hot R.O. water to the manifold we will plumb. The civic side will be completely plumbed in including water heater replumb.</p>	59,645.00	59,645.00

Phone: 320-235-8040  
 Fax: 320-235-8125  
 www.ecowaternow.com

Subtotal	59,645.00
Sales Tax	
<b>TOTAL</b>	<b>59,645.00</b>



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

**Agenda Item Number:** 8

**Meeting Date:**

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:**

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

**Originating Department:** Leisure Service

**Agenda Item:** Orange Baseball Field Scoreboard

**Recommended Action:** Accept a \$5,000.00 donation from the Willmar Baseball/Fastpitch Booster Association.

**Background/Summary:** The WBFBA agreed to cost share in the purchase of the scoreboard for the Orange Baseball Field. This \$5,000.00 donation is the amount agreed to.

**Alternatives:** Do not accept this generous donation.

**Financial Considerations:** \$5,000.00

**Preparer:** Steve Brisendine

**Signature:**

**Comments:**



Community Education & Recreation  
1234 Kandiyohi Avenue SW  
Willmar, MN 56201  
320-231-8490

## Billing Request

### Party to be billed:

WBFBA  
Willmar Baseball Fastpitch Booster Assn  
Attn: Dave Baumgart

### Amount:

\$5,000

*Donation for  
Orange Scoreboard  
Project*

### Description:

Scoreboard Partnership – Orange Baseball field

*101.34350.1806*

### Authorized Signature:

*Steve Busendine*

---

### Date:

December 9, 2015

WILMAR BASEBALL BOOSTERS ASSN  
PO BOX 409  
WILMAR, MN 56201

DATE: 12/14/16

293



PAY TO THE ORDER OF: WICER

Five thousand and no/100

\$5000.00

Douglas

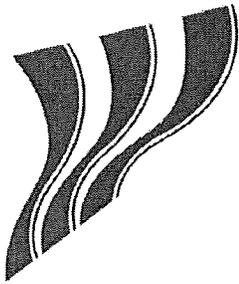
WELLS FARGO BANK, N.A.  
MINNESOTA  
WELLSFARGO.COM

FOR: *Orange Schoolband*

*[Signature]*

⑆01091000019⑈152874985⑈0001⑈

PRINTED ON RECYCLED PAPER USING VEGETABLE-BASED INK



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

**Agenda Item Number:** 9  
**Meeting Date:** January 11, 2016  
**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:** January 19, 2016

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

**Originating Department:** Finance

**Agenda Item:** Insurance Trust Dividend/Designated Reserve

**Recommended Action:** Information Only.

**Background/Summary:** \$250,000 was temporarily borrowed in 2014 from the Designated Self-Insurance Fund Balance to help fund the City Auditorium/Gun Range corrections with the intent of using the Insurance Dividend to repay it. In 2014, \$31,916 was received from the League of Minnesota Cities Insurance Trust reducing the amount from \$250,000 to \$218,084. In December, 2015, an additional \$50,527 was received and if applied to the adjusted balance would reduce the amount needed to repay the loan to \$167,557.

**Alternatives:** Change Directive for the use of the Dividends

**Financial Considerations:** \$50,527.

**Preparer:** Steven B. Okins, Finance Director

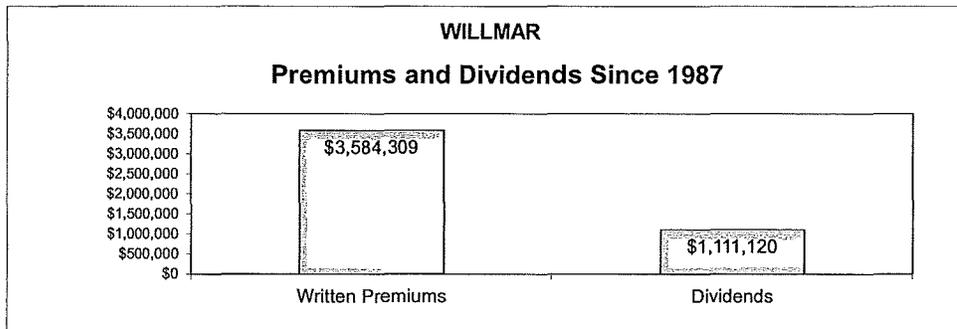
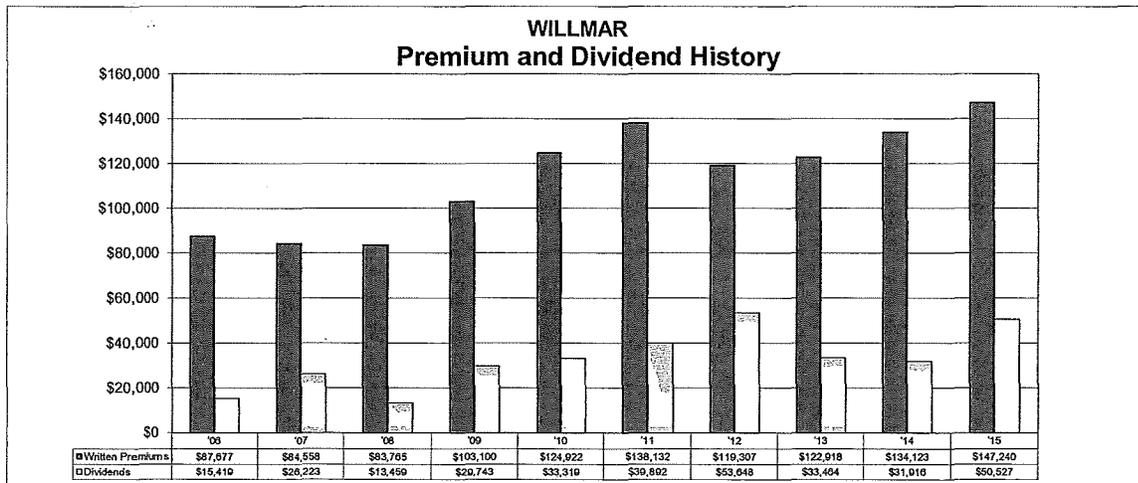
**Signature:**

**Comments:**

**LEAGUE OF MINNESOTA CITIES INSURANCE TRUST  
PROPERTY/CASUALTY  
2015 DIVIDEND CALCULATION  
AT MAY 31, 2015**

**CORNEIL-ELKJER AGENCY INC**  
436 LITCHFIELD AVENUE WEST  
P.O. BOX 1037  
WILLMAR MN 56201-3242

<b>WILLMAR</b>	<b>GROSS EARNED PREMIUM</b>	<b>\$2,269,092</b>
<i>PO BOX 755</i>	<b>ADJUSTED LOSSES</b>	<b>\$414,326</b>
	<b>MEMBERS DIVIDEND PERCENTAGE</b>	<b>0.00306222573</b>
<i>WILLMAR, MN 56201-0755</i>	<b>DIVIDEND AMOUNT</b>	<b>\$50,527</b>



The "gross earned premium" figure is the city's total earned premiums as of May 31, 2015 for the past 20 years (prior to 2015 it was based on total earned premiums for all years the city participated in LMCIT). This is the premium figure that's used in the dividend calculation. The "2015 written premium" figure is the city's total premium for the city's most recent renewal prior to May 31, 2015. Note that for most cities, only a portion of that 2015 written premium would be earned as of May 31, 2015.

General Ledger

SRC/JE/ID	DIRCTY VEN/CUS/EXPL	DATE	REFER	INVOICE	AMOUNT	CLAIM	SESS'N AUTH	PO#	F 9 CLEAR
	101								
	101.293041								
J-123111-585	MISC JOURNAL ENTRIES	123111		5	1,000,000.00CR		060812 CAROL		000000
J-122414-004	MISC JOURNAL ENTRIES	122414		5	250,000.00		122414 CAROL		000000
J-123114-257	MISC JOURNAL ENTRIES	123114		2	31,916.00CR		061115 CAROL		000000
.....	101.293041				781,916.00CR		*TOTAL.....		
.....	101				781,916.00CR		*TOTAL.....		

70,527. -  
~~731,389~~  
\* 832,443  
 \* 167,557 - Balance to be repaid