

CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: \_\_\_\_\_

Meeting Date: February 25, 2013

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: March 4, 2013

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

Originating Department: **City Administrator**

Action Requested: Acceptance of \$5,000 donation from Move Willmar Forward.

**Background/Justification:**

In December, a citizens group, Move Willmar Forward, approached the City Council and offered to contribute \$5,000 towards the cost of an organizational study for the City of Willmar. In January, the City of Willmar engaged Brimeyer-Fursman of Maplewood, MN to conduct the organizational assessment at a cost of approximately \$25,000.

Move Willmar Forward wishes to contribute \$5,000 to the City for these efforts and wishes to make the presentation at the March 4<sup>th</sup> City Council meeting.

**Fiscal Impact:** The City will realize a savings of \$5,000 by accepting the donation from Move Willmar Forward.

**Alternatives:** Decline the donation and pay the full costs of the study from City of Willmar general funds..

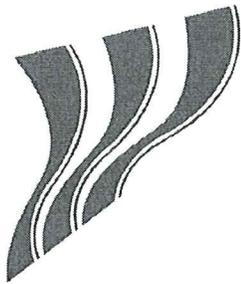
**Staff Recommendation:** Accept the donation.

Reviewed by: C. Stevens

Preparer: C. Stevens

Signature:

Comments: N/A.



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Originating Department: **City Administrator**

**Action Requested:** Approve the Intergovernmental Transfer Agreement between the City of Willmar and Rice Memorial Hospital for the years 2013-2015.

**Background/Justification:**

The current intergovernmental agreement with Rice Memorial Hospital expired at the end of December 2012. The Finance Committee Chairman, City Administrator and Finance Director have negotiated a new agreement for 2013 -2105. The agreement calls for a .80% transfer payment based upon the Hospital's audited net worth, with a floor of no less than \$200,000.

The agreement has been approved by the Rice Memorial Hospital Board of Directors on February 20, 2013.

The City of Willmar and Rice Memorial Hospital first entered into such an agreement in July of 1997. Subsequent agreements were also approved in 2003, 2007 and 2010.

**Fiscal Impact:** The City currently receives in \$451,545.77 in revenue at the current rate of .75%. The change will increase that revenue by approximately \$30,000 annually.

**Alternatives:** Renew the agreement at the current rate of .75% and/or change the term of the agreement.

**Staff Recommendation:** Approve Intergovernmental Transfer Agreement between the City of Willmar and the Rice Memorial Hospital at the recommended .80% of audited net worth and authorize the Mayor and City Administrator to sign.

Reviewed by: C. Stevens

Preparer: C. Stevens

Signature: 

Comments: N/A.

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

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 percent of the Hospital's net assets (excluding Rice Health Foundation net assets) at the conclusion of the preceding calendar year in each of 2013, 2014 and 2015, 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.
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, 2015, 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

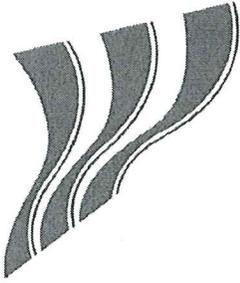
RICE MEMORIAL HOSPITAL

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

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

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
Chief Executive Officer



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**Originating Department:** City Clerk-Treasurer

**Action Requested:** Motion to approve the agreement with Willmar Township for fire suppression services from April 1, 2013 to March 31, 2014.

**Guiding Principle:** Service contracts must be approved by the Willmar City Council

**Agenda Item:** Consideration of Fire Contract for Willmar Township

**Background/Justification:**

Willmar Township is under an annual contract for Willmar Fire Department service. A statewide formula has been used for decades to calculate the Township cost sharing proposal and is enclosed with current numbers.

**Fiscal Impact:** \$33,704.96 for the Townships fiscal year.

**Alternatives:** Discontinue Fire Suppression Services for Township area.

**Staff Recommendation:** Approve the contract with Willmar Township and authorize the Mayor and City Administrator to execute the contract.

**Reviewed by:** Kevin J. Halliday

**Preparer:** City Clerk-Treasurer

**Signature:**

**Comments:** Approve the agreement for 2013 fire services



AGREEMENT FOR FIRE DEPARTMENT SERVICE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Willmar, a municipal corporation of Kandiyohi County, Minnesota, hereinafter referred to as "City", and the Township of Willmar, a political subdivision of the State of Minnesota, hereinafter referred to as "Township".

WHEREAS, the Township deems it is advisable to have available for the benefit of the residents of said Township services of the City's Fire Department, and the electors of said Township having, pursuant to law, provided a fund for the furnishing of said services, and

WHEREAS, the City has authorized its Mayor and City Administrator to enter into a contract with the Township for the furnishing of said services;

NOW, THEREFORE, IT IS AGREED between the parties hereto, that for the period commencing April 1, 2013, and terminating March 31, 2014, the Fire Department of the City will answer fire calls within the Township of Willmar which the City is requested to answer by the township, and will respond to such calls with such fire fighting apparatus of the City Fire Department as may be authorized by the Insurance Services Office, and all equipment and resources deemed necessary by the incident commander, and will render all assistance possible in the saving of life and property, subject to City retaining in its corporate limits sufficient firefighters and equipment to maintain its fire class rating, and subject to the terms of this Agreement.

As payment for such services, the Township agrees to pay, pursuant to the formula attached hereto and made a part hereof, the amount of THIRTY-THREE THOUSAND, SEVEN HUNDRED FOUR DOLLARS AND NINETY-SIX CENTS (\$33,704.96) payable SIXTEEN THOUSAND, EIGHT HUNDRED FIFTY-TWO DOLLARS AND FORTY-EIGHT CENTS, (\$16,852.48) on April 1, 2013, and SIXTEEN THOUSAND, EIGHT HUNDRED FIFTY-TWO DOLLARS AND FORTY-EIGHT CENTS, (\$16,852.48) on October 1, 2013.

IT IS FURTHER UNDERSTOOD AND AGREED that at times weather and road conditions through the seasons of the year demand for City's firefighters and equipment to be used at a fire within the City, or other special circumstances, may interfere in the rendering of the service contemplated herein, and in the event, failure to furnish the service herein agreed upon shall not be a breach of this Agreement. In an event whereby equipment and firefighters can not leave the City, Willmar Fire Command will activate mutual aid to render service to the township. Failure of the City to provide the services herein contracted for shall not result in the City being liable to Township or its residents for actual or consequential damages or for any other damages.

IT IS FURTHER UNDERSTOOD AND AGREED that the City will submit a billing statement to the Township within five (5) working days subsequent to a fire call listing the number of firefighters involved, firefighter hours, vehicles in use, and other data pertinent to assisting the township in making a "bill for services rendered" to the property owner receiving fire assistance. It shall be further understood that the sum total of the billings will not necessarily equal the annual contract price between the City and Township due to various formula charges such as building and/or vehicle

depreciation costs and administration and training costs which will not be a part of the individual billing statements.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event of a hazardous materials incident the City reserves the right to exclude the call from the annual Funding Formula and bill the cost of the services rendered for special hazardous materials equipment and related costs directly to the owner of the property.

Township does hereby guarantee to the City that it is an equal opportunity employer and that it meets all United States Government and State of Minnesota Equal Opportunity Employment Requirements or that they are exempt from these provisions.

This Agreement may be terminated upon thirty (30) calendar days written notice by either party or the other party, and the cost of services prorated to the time of termination.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by the respective officers thereof, and the respective seals of the parties have been affixed thereto.

CITY OF WILLMAR, A MUNICIPAL CORPORATION

BY: \_\_\_\_\_  
FRANK YANISH, MAYOR

(S E A L)

BY: \_\_\_\_\_  
CHARLENE STEVENS, CITY ADMINISTRATOR

(S E A L)

In the Presence of:

TOWNSHIP OF WILLMAR

\_\_\_\_\_

BY: \_\_\_\_\_  
DONAVON C. MONSON, CHAIRMAN

(S E A L)

\_\_\_\_\_

BY: \_\_\_\_\_  
DUWAYNE A. UNDERTHUN, SUPERVISOR

(S E A L)



Investment Management  
& Trust

# Activity Summary as of 1/31/2013

RICE CUSHMAN A CHAR TR

Account 180205

## Market Value Reconciliation

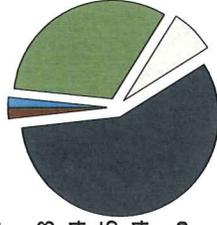
	Since 01/01/2013 (\$)	Year to Date (\$)
<b>Beginning Market Value</b>	<b>2,616,990.01</b>	<b>2,616,990.01</b>
<b>Disbursements</b>		
Withdrawals	-20,002.36	-20,002.36
Expenses	-55.00	-55.00
Fees	-1,691.43	-1,691.43
<b>Total Disbursements</b>	<b>-21,748.79</b>	<b>-21,748.79</b>

<b>Income</b>		
Investment Income	3,119.47	3,119.47
<b>Total Income</b>	<b>3,119.47</b>	<b>3,119.47</b>

<b>Value on Jan 31, 2013</b>	<b>2,676,647.20</b>	<b>2,676,647.20</b>
<b>Total Change in Portfolio Value</b>	<b>78,286.51</b>	<b>78,286.51</b>

## Asset Allocation

Asset Category	Market Value	% Total
Cash & Money Markets	46,474.62	1.74
Fixed Income	862,640.77	32.23
Alternative	188,340.45	7.04
Equity	1,532,559.03	57.26
Other	46,632.33	1.74
<b>Total</b>	<b>\$2,676,647.20</b>	<b>100.00%</b>



## Income Summary

	This Period (\$)	Year to Date (\$)
Taxable Income	3,119.47	3,119.47
<b>Total Income Summary</b>	<b>3,119.47</b>	<b>3,119.47</b>

## Gain/Loss Summary

	This Period (\$)	Year to Date (\$)
Long-term	2,842.50	2,842.50
<b>Total Gain/Loss Summary</b>	<b>2,842.50</b>	<b>2,842.50</b>

**Selected Period Performance**  
**RICE CUSHMAN A CHAR TR**  
Account 180205  
Period Ending: 01/31/2013

Sector	Market Value	1 Month	Year to Date (1 Month)
Total Fund	2,637,206	3.17	3.17
Total Fd Net Fee	2,637,206	3.10	3.10
Fixed Income	868,830	-11	-11
BarCap Int Aggregate Bd		-41	-41
Domestic Equity	1,213,155	6.28	6.28
S&P 500 Index		5.18	5.18
Russell 2000 Index		6.26	6.26
Intl. Equity	320,405	3.50	3.50
MSCI EAFE (US\$ & Net) Index		5.27	5.27
Short Term Cash	46,265	.00	.00
Citigroup 1 Month Treas Bill		.00	.00
Alternative Investments	188,340	-18	-18
Citigroup 3 Month Treas Bill		.01	.01
Uninvested Cash	210	.00	.00