

***PUBLIC WORKS/SAFETY COMMITTEE MEETING
TUESDAY, JUNE 26, 2012
4:45 P.M., CONFERENCE ROOM NO. 1
CITY OFFICE BUILDING***

*Chair: Doug Reese
Vice Chair: Ron Christianson
Members: Rick Fagerlie
Bruce DeBlieck*

AGENDA

1. Consideration of Quotes for Replacement of Two Lift Station Pumps
2. Consideration of Bids – Project No. 1202 (Mn/DOT Water Main Relocation)
3. Consideration of Agreement with BNSF Railway Company – Trott Avenue Crossing
4. Review SWTF Minutes and Consider Approval of Surface Water Management Report
5. Brief Update on LED Street Lighting
6. Miscellaneous
7. Adjourn

Kandiyohi County Jail Census _____

cc: Department Directors
"West Central Tribune"
KWLM
St. Cloud Times
Willmar Area Lakes Chamber of Commerce

Js



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: _____

Meeting Date: June 26, 2012

Attachments: Yes No

CITY COUNCIL ACTION

Date: July 2, 2012

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: Wastewater Treatment

Action Requested: Approval to Proceed with Replacement of Two Lift Station Pumps

Guiding Principle: N/A

Introduction: Staff met in March, 2012 to discuss future collection system projects and needs including the replacement of two Welshire lift station pumps. Three quotes were received for consideration.

Background/Justification: Maintaining the lift stations is crucial to the function of the Wastewater Treatment Facility. The pumps are 31 years of age and are continually plugging requiring more staff time. It is also a safety issue for plant staff because they are entering the lift station (confined space) more often and pulling pumps. Standard operating procedure for pulling pumps at this station requires 2 employees. Since more attention is being spent pulling these pumps, as well as the age of the pumps, staff has determined that new pumps are necessary.

Fiscal Impact: \$23,695.00 plus applicable tax

Alternatives: Allow lift stations to deteriorate with the potential of sewer backups.

Staff Recommendation: Approve the low quote of Electric Pump and authorize the Mayor and City Administrator to enter into an agreement to complete the work on behalf of the City.

Reviewed by: Holly B. Wilson, P.E. City Engineer/Public Works Director

Preparer: Colleen Thompson, WWTF Supt.

Signature:

Comments:



PUBLIC WORKS

DIRECTOR/CITY ENGINEER

City Office Building
Box 755 320-235-4202

STREET/PARK SUPERINTENDENT

801 W. Hwy. 40 320-235-3827

WASTEWATER TREATMENT

1400 SE 7th St. 320-235-4760

Willmar, Minnesota 56201

Fax 320-235-4917

TO: Holly Wilson, Public Works Director

FROM: Colleen Thompson, WWTF Superintendent *C.T.*

DATE: May 31, 2012

RE: Welshire Lift Station Pumps

If you remember, staff met on March 14, 2012 to discuss future collection system projects and needs as well as replacement of pumps in the Welshire lift station. Since then, staff solicited 3 quotes for replacement of the Welshire pumps along with labor to remove the old equipment, install new equipment and cleanup of job-site. The quotes are as follows:

Dakota Pump & Control, Inc	\$28,981.58
Electric Pump	\$23,695.00 (w/o tax)
Quality Flow Systems, Inc	\$29,900 (w/o tax and freight)

The lowest quoted price is from Electric Pump for \$23,695.00. If you estimate tax, total cost could be \$25,007.78 which is still below the two other quotes.

The recommended source of funding is to use money from line item 651.48476.04.46 of the 2012 collection budget. This money was originally designated to be used for sump pump inspections and design of a lift station but the pumps in the Welshire lift station were determined to have higher priority.

Please approve purchasing this equipment from Electric Pump as well as the proposed funding source.

CT/ct

enclosures

*OK -HW
6/14/12*



WASTE TREATMENT PLANT FUND

48476-WTP COLLECTIONS-MUNICIPAL (CONTINUED)

	2009 ACTUAL	2010 ACTUAL	2011 BUDGET	2012 PROPOSED	2012 ADOPTED
OTHER CHARGES					
0440	----	----	100	100	100
0441	----	----	----	----	----
0442	----	----	----	----	----
0443	----	----	----	----	----
0444	----	----	----	----	----
0445	----	----	----	----	----
0446	----	----	29,000	56,000	56,000
0447	----	----	----	----	----
0449	----	----	----	----	----
TOTAL	0	0	29,100	56,100	56,100
CAPITAL OUTLAY					
0550	----	----	----	----	----
0551	----	----	433,000	----	----
0552	----	----	----	----	----
0553	----	----	----	----	----
0554	----	----	64,000	50,000	50,000
TOTAL	0	0	497,000	50,000	50,000
DEBT REDEMPTION					
0660	----	----	----	----	----
0661	----	----	----	----	----
TOTAL	0	0	0	0	0
TRANSFERS OUT					
0701	----	----	----	----	----
TOTAL	0	0	0	0	0
OTHER DISBURSEMENTS					
0882	----	----	----	----	----
TOTAL	0	0	0	0	0
DEPT. TOTAL	0	0	594,350	174,850	174,850

Expenditure Budget Worksheet

ACS FINANCIAL SYSTEM
5/19/2011 9:28:14

WASTE TREATMENT

	12-31-2009	12-31-2010	ACTUAL DOLLARS 04-30-2011	REVISED BUDGET	Fixed Charges	Dept. Requests
WTP COLLECTIONS-MUNICIPAL						
OTHER SERVICES						
651.48476.0334	0.00	0.00	0.00	4,000.00	*	* 4,000
MTCE. OF EQUIPMENT						
651.48476.0335	0.00	0.00	0.00	0.00	*	*
MTCE. OF STRUCTURES						
651.48476.0336	0.00	0.00	0.00	10,000.00	*	* 10,000
MTCE. OF OTHER IMPROVE.						
651.48476.0337	0.00	0.00	0.00	500.00	*	* 500
SUBSISTENCE OF PERSONS						
651.48476.0338	0.00	0.00	0.00	1,000.00	*	* 1,000
CLEANING AND WASTE REMOVAL						
651.48476.0339	0.00	0.00	0.00	0.00	*	* 4,000
OTHER SERVICES						
TOTAL	0.00	0.00	0.00	42,250.00	0.00	42,250 0.00
OTHER CHARGES						
651.48476.0440	0.00	0.00	0.00	100.00	*	* 100
RENTS						
651.48476.0441	0.00	0.00	0.00	0.00	*	*
INSURANCES AND BONDS						
651.48476.0442	0.00	0.00	0.00	0.00	*	*
AWARDS AND INDEMNITIES						
651.48476.0443	0.00	0.00	0.00	0.00	*	*
SUBSCRIPTIONS AND MEMBERSH						
651.48476.0444	0.00	0.00	0.00	0.00	*	*
INTEREST						
651.48476.0445	0.00	0.00	0.00	0.00	*	*
LICENSES AND TAXES						
651.48476.0446	0.00	0.00	66.00	0.00	*	* 72,000
PROFESSIONAL SERVICES						
651.48476.0447	0.00	0.00	0.00	0.00	*	*
ADVERTISING						
651.48476.0449	0.00	0.00	0.00	0.00	*	*
OTHER CHARGES						
TOTAL	0.00	0.00	66.00	100.00	0.00	56,100 0.00
CAPITAL OUTLAY						
651.48476.0550	0.00	0.00	0.00	0.00	*	* 4,519,846
LAND						
651.48476.0551	0.00	0.00	0.00	476,000.00	*	* 4,519,846
BUILDINGS AND STRUCTURES						
651.48476.0552	0.00	0.00	0.00	0.00	*	* 4,519,846
FURNITURE AND EQUIPMENT						
651.48476.0553	0.00	0.00	1,318.18	0.00	*	* 4,519,846
MACHINERY AND AUTO						



201 4th Avenue SW
New Prague, MN 56071
800-383-7867

To: City of Willmar

May 29, 2012

Attn: Tom Templer

Ref: Welshire L.S. Retrofit
Flygt Pump & Services Proposal

Scope of Materials & Services

Two (2) Flygt model NT3102-465MT dry pit submersible pumps. Pumps to be furnished with the following:

- o 3.7hp, 1750RPM, 208/3/60 motor
- o 4" x 4" suction / discharge elbow
- o 50' of submersible power cable
- o MOSF module (pump thermal & moisture protection – to be housed in control panel & wired in by Electric Pump)

One (1) Lot of fittings to include gate valves, check valves, expansion joints, reducers, flanged fillers, pump adaptors, nuts, bolts and all misc. materials to complete installation of proposed Flygt pumps.

One (1) Lot of freight and start-up services

Total Delivered Selling Price: \$19,095.00 plus tax

One (1) Lot of installation service to remove old equipment, install new equipment proposed above along with clean up of job-site.

Sell Price: \$4,600.00

Note the following:

1. City of Willmar to provide vac truck to clean wet-well and by-pass all sewage.

If you have any questions or require additional data please feel free to give me a call to discuss.

Thank You,

Pete Reardon



Dakota Pump & Control, Inc.

1 Cannon St West
Dundas, MN 55019

Phone: (507) 645-8004
Fax: (507) 645-7533

Date	Quote #
4/30/2012	2874

Quoted To:
Willmar (City of) PO Box 755 Willmar, MN 56201-0755

Customer Phone	Customer Fax
320-235-4913	320-265-4917

Unless otherwise noted, this quote does not include freight and/or applicable taxes

Attn:	Tom Tepler
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Project	Rep
PACO Pump Replacement	Jenny

Description	Qty	U/M	Cost	Total
We are pleased to offer this quotation for the replacement of your existing Paco Pumps and valves at your Dry-Pit Lift Station Welshire (#12). You will see we have separated the pumps, valves and installation as requested.				
Two (2) Fairbanks Morse Built Together Dry-Pit Pumps Model 4" B5432, 5HP, 1150RPM, Dynamic Balance, Stainless Steel Impeller Fastener, with 4x6 Suction Elbows and Freight	1		16,540.00	16,540.00
Equipment to Include: (2) 6" Gate Valves, (2) 4" Gate Valves, (2) 4" Rubber Flapper Style Check Valves, Miscellaneous Spools Pieces, Filler Flanges, Bolts, Gaskets, Etc.	1		6,808.00	6,808.00
Lot of Labor to install the above quoted pumps, valves, etc, Mileage, Fuel Surcharge, Per Diem	1		4,028.40	4,028.40

<p>Quote is valid for 30 days. If Accepted; Terms: Net 30 days from time of shipment. 2% Interest per month will be charged after 30 days. To purchase the equipment and/or services on this quote please sign and date in the space provided and return to DPC.</p>	Subtotal	\$27,376.40
	Sales Tax (6.875%)	\$1,605.18
	Total	\$28,981.58

www.dpc.us.com

Customer Signature _____

Quality Flow Systems, Inc.

800 – 6th Street NW
New Prague, MN 56071

PH: 952-758 – 9445
Fax: 952-758-9661

To: City of Willmar

Date 4/23/12

Attn: Tom Templer

From: Jim Pettit

Tom we are pleased to quote you on the remodel of your lift station #12 to include the following equipment and labor.

- 2 KSB Sewatec Model F100-2503E-N pump with mechanical seal, pumping 200GPM@25TDH
- 2 Teco motors 5HP, 1200RPM, 215T Frame, HB0056
- 2 4" check valves
- 1 Lot of pipe, flange sets and fittings
- 1 Lot of installation labor to install pumps and check valves

City is to provide all by pass pumping and upgrading of controls.

Total price for above equipment and labor.....\$29,900.00 + tax and freight

Delivery is 6 to 8 weeks after receipt of order

If you have any questions or if we can be of further assistance please give us a call.

Thank You,
Quality Flow Systems Inc.

Jim Pettit



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: _____

Meeting Date: June 26, 2012

Attachments: Yes No

CITY COUNCIL ACTION

Date: July 2, 2012

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

Originating Department: Engineering

Action Requested: Award Bid for Project No. 1202 – Mn/DOT Water Main Relocation

Guiding Principle: The City Engineer hereby submits to the City Council for consideration the tabulation of bids received for Project No. 1202 – Mn/DOT Water Main Relocation.

Introduction: The City Engineer prepared the plans and specifications for the relocation of the water main at the Mn/DOT facility in Willmar. The plans were approved by Mn/DOT and the City Council. Bids were ordered to be opened on June 20, 2012.

Background/Justification: Public Works Director Wilson requested approval of the plans and specifications for Project No. 1202 - relocation of the existing 16" water main near the Minnesota Department of Transportation's facility in Willmar. At the time of the construction of the Willmar High School, the City entered into an agreement with Mn/DOT for installation of the existing water main across their property. The agreement states that should Mn/DOT add on to their facility, the water main would be relocated at the City's expense. The relocation will be a directional bore and is to be funded by Willmar Municipal Utilities in their capital expenditures budget. The plans and specifications were approved and a bid opening date set.

Fiscal Impact: \$124,470.00 - Source of funding for the 2012 Mn/DOT Water Main Relocation Project includes monies from the Willmar Municipal Utilities.

Alternatives: N/A

Staff Recommendation: Accept the low bid of Ellingson Companies of West Concord, MN in the amount of \$124,740.00 and authorize the Mayor and City Administrator to enter into an agreement on behalf of the City.

Reviewed by: Holly Wilson, Public Works Director

Preparer: Janell Sommers, Public Works Secretary

Signature:

Comments:

**1202 BID TABULATION
MnDot Watermain Relocation**

ITEM	UNIT	ESTIMATED QUANTITY	ELLINGSON		MINCOM UNDG.		GM CONTRACTING		CHAD MONSON	
			PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
2104.501	Remove Concrete Curb/Curb and Gutter	60	\$4.75	\$285.00	\$20.00	\$1,200.00	\$4.13	\$247.80	\$10.00	\$600.00
2104.505	Remove Bituminous Pavement	220	\$4.75	\$1,045.00	\$7.50	\$1,650.00	\$2.58	\$567.60	\$5.00	\$1,100.00
2504.603	16" Water Main Open Cut	15	\$96.00	\$1,440.00	\$96.00	\$1,440.00	\$130.50	\$1,957.50	\$200.00	\$3,000.00
2504.603	16" Water Main HDPE Directionally Drilled	720	\$120.00	\$86,400.00	\$117.50	\$84,600.00	\$130.50	\$93,960.00	\$150.00	\$108,000.00
2504.602	F&I 16" Butterfly Valve And Box	2	\$3,500.00	\$7,000.00	\$4,495.00	\$8,990.00	\$4,741.07	\$9,482.14	\$5,000.00	\$10,000.00
2504.602	1" Corporation Stop	1	\$50.00	\$50.00	\$340.00	\$340.00	\$601.57	\$601.57	\$500.00	\$500.00
2504.602	1" Tapping Saddle	1	\$500.00	\$500.00	\$520.00	\$520.00	\$782.50	\$782.50	\$500.00	\$500.00
2504.606	Water Main Fittings	2,000	\$5.65	\$11,300.00	\$7.20	\$14,400.00	\$5.22	\$10,440.00	\$10.00	\$20,000.00
2451.602	Granular Foundation / Bedding	10	\$32.00	\$320.00	\$14.60	\$146.00	\$30.03	\$300.30	\$30.00	\$300.00
2451.602	Rock Stabilization	10	\$40.00	\$400.00	\$26.75	\$267.50	\$30.03	\$300.30	\$50.00	\$500.00
2211.501	F&I Aggregate Base (Class 5)	145	\$16.00	\$2,320.00	\$21.60	\$3,132.00	\$15.50	\$2,247.50	\$9.90	\$1,435.50
2360.501	Type SP 12.5 Wearing Course Mixture (B)	30	\$160.00	\$4,800.00	\$131.00	\$3,930.00	\$155.02	\$4,650.60	\$118.70	\$3,561.00
2360.502	Type SP 12.5 Non Wearing Course Mixture (B)	45	\$160.00	\$7,200.00	\$130.00	\$5,850.00	\$155.02	\$6,975.90	\$117.55	\$5,289.75
2357.502	Bituminous Material For Tack	30	\$4.00	\$120.00	\$5.00	\$150.00	\$3.88	\$116.40	\$4.50	\$135.00
2531.501	Concrete Curb and Gutter, Design B624	60	\$26.00	\$1,560.00	\$60.00	\$3,600.00	\$25.84	\$1,550.40	\$33.00	\$1,980.00
		TOTAL		\$124,740.00		\$130,215.50		\$134,180.51		\$156,901.25



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: _____

Meeting Date: June 26, 2012

Attachments: Yes No

CITY COUNCIL ACTION

Date: July 2, 2012

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: Engineering

Action Requested: Approve Agreement for Installation of Railroad Crossing Signals

Guiding Principle: N/A

Introduction: The City is in the process of improving several railroad crossings. Entering into agreements with the BNSF Railway and the State of Minnesota is required in order to proceed with the improvements.

Background/Justification: The City Council has directed staff to proceed with the installation of improvements at railroad crossings within the City in order to create "quiet zones." The Trott Avenue SW crossing is the first of such to be constructed and is scheduled for improvements in 2013. In order to proceed with the work and receive funding, an agreement is necessary. Staff has provided a copy to the City Attorney for review and comment.

Fiscal Impact: \$28,500.00

Alternatives: The crossings remain "as is."

Staff Recommendation: Approve the agreement contingent upon approval of the City Attorney and authorize the Mayor and City Administrator to sign on behalf of the City.

Reviewed by: Holly B. Wilson, P.E. City Engineer/Public Works Director

Preparer: Janell Sommers, Public Works Secretary

Signature:

Comments:

AGREEMENT	95428
USDOTNO	067709F (F-0922)
DATED	6/6/2012
S.P.	34-00124
MINN. PROJ.	RRS 3413 (023)
FUNDS	Federal and City
Railroad Crossing Signals	
Trott Ave. SW (MSAS 104), Willmar, Kandiyohi Co, MN	
BNSF Railway Company	

THIS AGREEMENT, made and entered into by and between the **CITY OF WILLMAR**, (Local Agency), **BNSF RAILWAY COMPANY**, (Company) and the **STATE OF MINNESOTA** through its **COMMISSIONER OF TRANSPORTATION**, (State):

RECITALS:

1. Trott Ave. SW (MSAS 104), as now established, crosses the track of the Company at grade in Willmar, Kandiyohi County, MN, the location of the crossing and railway track shown on the attached print, marked Exhibit "B"; and
2. The Local Agency, Company and the State desire that said grade crossing be provided with new railroad flashing light signals with gates, one cantilever, constant warning circuitry and LED lenses, and the Company is willing to install, maintain and operate such signals upon the terms and conditions.
3. The Federal Highway Administration, when acting in cooperation with the State of Minnesota, is authorized by Section 130 of Title 23 of the United States Code to make Federal Aid available for the purpose of eliminating hazards at railroad grade crossings within the State of Minnesota.
4. The State, pursuant to Minnesota Statute Section 161.36, is authorized to cooperate with the United States Government in contracting for the construction, improvement and maintenance of roads and bridges not included in the trunk highway system which are financed in whole or in part by federal monies.

5. The State, pursuant to Minnesota Statute Section 219.26, has reviewed the proposed selection of warning devices for the railroad grade crossing and has determined that the proposed selection is appropriate for said crossing.

CONTRACT:

1. EXHIBITS

1.1 The State of Minnesota, Department of Transportation, "Standard Clauses for Railroad- Highway Agreements", is attached hereto as Exhibit "A", and hereinafter referred to as "Standard Clauses". Except as hereinafter expressly modified, all of the terms and conditions set forth in the "Standard Clauses" are hereby incorporated by reference and made a part of this agreement with the same force and effect as though fully set forth therein.

1.2 Exhibit "B", the location print; and Exhibit "C", the detailed cost estimate, are attached hereto and made a part of this agreement.

2. WORK PERFORMANCE AND TIME SCHEDULE

2.1. The Company will furnish all material for and with its regularly employed forces install a complete railroad crossing signal system with flashing light signals, gates, one cantilever, constant warning circuitry and LED lenses on Trott Ave. SW (MSAS 104), at the location indicated on Exhibit "B". The placement of the signals must be in accordance with Part VIII of the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). The Company's detailed plans and specifications for the work to be done must be submitted to and approved by the State, prior to starting work.

2.2. This Agreement is effective upon the date the State obtains all signatures as required by Minnesota Statutes Section 16C.05, Subdivision 2. Work by the Company shall be completed within 18 months after the date the Company is authorized to begin work. If the Company determines it is not possible to complete the work within the period herein specified, it shall make a written request to the State for an extension of time for completion, setting forth therein the reason for such extension.

2.3. The Daily Utility Report provided for in Article 7a of the Standard Clauses, will not be required if the construction work is expected to last 10 working days or less.

3. COST ESTIMATE

3.1. The actual costs of the project, including preliminary engineering costs, will be financed with Federal Funds and Local Agency Funds. The State and Local Agency will pay the Company as provided herein for only such items of work and expense as are proper and eligible for payment. Only materials actually incorporated into the project will be eligible for reimbursement.

3.2. The State's portion (reimbursable with Federal Funds) and the Local Agency's portion will be paid to the Company in accordance with Article 8 of the Standard Clauses, Exhibit "A".

3.3. It is understood that the following estimate is for informational purposes only. The estimated cost of the work to be done by the Company hereunder with its own equipment and regularly employed forces and in accordance with the Company's agreements with such regularly employed forces is as follows and in further accordance with the detailed estimate, Exhibit "C".

Estimated Cost of Signals

90% State Funds (reimbursable with federal funds)	\$232,875.00
10% Local Agency Funds	\$25,875.00
<hr/>	<hr/>
Total Estimated Cost	\$258,750.00

3.4. In the event it is found that the cost of the work will exceed the Total Estimated Cost, but will be less the Total Estimated Cost plus 20%, then an increase in eligible reimbursement will be allowed without an amendment to this agreement and in accordance with Article 12 of the Standard Clauses, Exhibit "A".

3.5. The State and the Local Agency's total financial obligation shall not increase beyond the Total Estimated Cost plus 20%, without the State's approval and the encumbrance of additional funds. Any work which will result in costs exceeding 20% of the Total Estimated Cost will require an amendment to this agreement and prior approval of the State before the work is performed.

4. WORK CHANGES

4.1. In the event it is determined that a change from the statement of work to be performed

by the Company, as outlined in the detailed estimate, Exhibit "C", is required, it shall be authorized only by an amendment to this agreement executed prior to the performance of the work involved in the change.

5. MAINTENANCE

5.1. The grade crossing signal system provided for in this agreement shall be maintained and operated by the Company upon completion of its installation. The obligation to maintain said signal system shall continue in accordance with the law of the State as it shall be from time to time in the future.

6. FUTURE REMOVAL

6.1. The signal system provided for in this Agreement is the property of the State and must not be removed unless there has been a determination by the State that the signal system is no longer required at this location. If the signal system is to be removed, the Company must notify the State of its pending removal. Upon request of the State, the Company will reinstall the signal system at some other crossing within the State on the Company's tracks or return the signal system to a location designated by the State. The location and division of cost of such relocation will be agreed upon between the Company and the State prior to such removal.

6.2. If railway improvements necessitate a rearrangement of the signal system at this crossing, the Company will bear the entire cost of the modification without contribution from the State.

6.3. If highway improvements necessitate a modification of the signal system at this crossing, the Local Agency and Company will negotiate a separate agreement whereby the Local Agency will pay the cost of such modification.

7. DETOURS AND WORK ZONE TRAFFIC CONTROL

7.1. If there is a need for a road detour in connection with the installation of said signal system, it shall be the Local Agency's responsibility to set up the road detour and detour signing. It is understood that the Company shall coordinate any necessary road detour with the Local Agency prior to the starting date. The Local Agency shall bear all costs involved in setting up the road detour and detour signing.

7.2. If a road detour is not feasible, the Local Agency shall furnish, erect and maintain all necessary traffic control devices required to provide safe movement of vehicular traffic through the project area during the entire period from the beginning of construction to the final completion thereof. Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flagmen as required and sufficient barricade weights to maintain barricade stability. The Local Agency shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed or otherwise fail to stabilize the barricades.

8. SIGNING AND PAVEMENT MARKINGS

8.1. Subsequent to the installation of said signal system, the Local Agency agrees to install or have installed, as may be needed, appropriate advance warning signs, other supplemental signs and pavement markings and remove signs that are no longer needed, in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). The Local Agency agrees to install said signs using retroreflective sheeting types and qualified products used for permanent signs, markers and delineators, Type IX or better found at <http://www.dot.state.mn.us/products/signing/sheeting.html>.

9. APPROACH WORK AND SIDEWALKS

9.1. The Local Agency shall be responsible for adjusting any roadway, sidewalk or bike trail surface to accommodate the installation of the new railroad crossing signals all at the expense of the Local Agency unless otherwise negotiated and described in this agreement.

10. ASSIGNMENT OF RECEIVABLES

10.1. Any party to this agreement may assign any receivables due them under this agreement, provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this agreement.

BNSF RAILWAY COMPANY:

By: _____ Title: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed.

CITY OF WILLMAR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

STATE OF MINNESOTA:

COMMISSIONER OF TRANSPORTATION

By: _____

Dated: _____

Manager, Railroad Administration Section

STATE ENCUMBRANCE VERIFICATION

individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Signed: _____ Dated: _____ SWIFT: _____

**APPROVED:
DEPARTMENT OF ADMINISTRATION**

By: _____
Authorized Signature

Dated: _____

RESOLUTION

BE IT RESOLVED, that the City of Willmar enter into an agreement with the BNSF Railway Company and the Commissioner of Transportation for the installation and maintenance of railroad crossing signals at the intersection of Trott Ave SW (MSAS 104) with the tracks of the BNSF Railway Company in Willmar, Kandiyohi County, Minnesota, and appointing the Commissioner of Transportation agent for the City to supervise said project and administer available Federal Funds in accordance with Minnesota Statute, Section 161.36. The City's share of the cost shall be 10 percent of the total signal cost.

BE IT FURTHER RESOLVED, that the _____ and _____
(title) (title)
be and they are hereby authorized to execute said agreement and any amendments thereto for and on behalf of the City.

Dated this _____ day of _____, 201____.

STATE OF MINNESOTA)
)ss CERTIFICATION
CITY OF WILLMAR)

I hereby certify that the foregoing Resolution is a true and correct copy of a Resolution presented to and adopted by the City Council of the City of Willmar at a duly authorized meeting thereof held in the City Hall at Willmar, Minnesota, on the _____ day of _____, 201____, as disclosed by the records of said City Council in my possession.

By: _____

Title: _____

EXHIBIT "A"

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD CLAUSES
FOR
RAILROAD-HIGHWAY AGREEMENTS
April 11, 2008

1. EFFECTIVE DATE

This Agreement will become effective upon the date State obtains all signatures required by Minnesota Statutes Section 16C.05 (Subd. 2).

2. CANCELLATION

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Company. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Company will be entitled to payment, determined on a pro rata basis for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Company notice of the lack of funding within a reasonable time of the State's receiving that notice.

3. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

4. COMMISSIONER'S OFFICIAL CAPACITY

The Commissioner of Transportation of the State of Minnesota is acting in an official capacity only and is not personally responsible or liable to the Company or to any person or persons whomsoever for any claims, damages, actions, or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance or completion of the project.

5. DATA DISCLOSURE

Under Minnesota Statutes Section 270C.65, and other applicable law, the Company consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Company to file state tax returns and pay delinquent state tax liabilities, if any.

6. ELIGIBILITY OF COSTS

The provisions contained in Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart B and Chapter I, Subchapter B, Part 140, Subpart I, apply to railway-highway project, regardless of the method of financing the project.

7. WORK REPORTS

The Company will furnish the State's Engineer in charge of the project:

- a. "Form 21191, Minnesota Department of Transportation, Daily Utility Report", or equivalent approved by the State's engineer showing the number of people on payroll, classification, and total hours worked, and equipment used, at a time mutually agreed upon by the Company and the State.
- b. Full detailed information as to progress of work and amount of labor and material used as of the time of request.

The Company will, make other reports, keep other records and perform other work in such manner a time as may be necessary to enable State to collect and obtain available federal aid.

8. REIMBURSEMENT

The State will reimburse the Company for actual expenses incurred performing the work set forth in this Agreement. Payments will be made in accordance with the following:

- a. State will make payments in accordance with Minnesota Statutes §16A.124.
- b. Invoices for labor and materials ("partial invoices") may be submitted on a periodic basis during the term of the project, but not more frequently than once per month. These valid partial invoices will be paid 30 days from the date they are received by the Office of Freight and Commercial Vehicle Operations, Railroad Administration Section.
- c. Partial invoices that are not approved due to disputed items will be returned to the Company with a request for an explanation for any disputed items. If the dispute is resolved, the State shall pay the Company within 30 days of receiving a corrected invoice. The State may pay the non-disputed portion of any disputed invoice.
- d. Final invoices must be submitted within 120 days of the completion of the reimbursable railroad work. Invoices submitted after this date, and less than one (1) year after the last activity on the project will not be paid, unless good cause is shown for the delay in the submission of the invoice. In accordance with federal regulations, 23 CFR 140.922, any final invoice received more than one (1) year after the last reimbursable railroad work will not be paid.
- e. Partial invoices must be based on actual (not estimated) costs incurred. Partial invoices need not be itemized, but State must be able to substantiate costs by checking the Company's records. The final invoice will be a detailed, itemized statement of all items of work performed by the Company, as shown in the appropriate exhibit or exhibits attached to this Agreement, and shall be marked "Final Invoice".
- f. Payment of the final invoice will be made after State inspects and approves the work. All work will be inspected within 120 days from receipt of the final invoice. Subsequently, the final invoice will be forwarded for audit by the State, in accordance with the requirements of state and federal laws and regulation. The Company will keep account of its work in such a way that accounts may be readily audited. In the event that any amount previously paid to the company is in excess of the actual cost determined by audit, the Company, upon notice from the State, will

within 30 days pay to the State the difference. Conversely, in the event that any amount previously paid to the Company is less than the actual costs determined by audit, the State shall pay the actual costs due within 30 days of the determination of the actual costs of the work.

g. All invoices shall be addressed as follows:

Mn/DOT Office of Freight and Commercial Vehicle Operations
M.S. 470, Rail Administration Section
395 John Ireland Boulevard
St. Paul, MN 55155-1899

9. WORKERS' COMPENSATION

The Company certifies that it is in compliance with workers' compensation insurance coverage required by Minnesota Law, or Federal Law if the Company is subject to Federal Law which preempts the Minnesota Law. The Company will require its contractors to present proof of coverage under the Minnesota Workers Compensation Act. The Company's employees and agents will not be considered State employees. Any claims arising under workers compensation laws and any claims made by a third party as a consequence of the acts or omissions of the Company, its agents, employees or contractors are in no way the responsibility of the State.

10. COST-SHARING

If the cost of a project is being shared by the State and other parties, each party should receive a bill setting forth its proportional share of the costs whenever a project billing is submitted.

11. INSPECTION, STANDARDS OF PERFORMANCE

The Company and/or Local Agency will permit the State to inspect and approve the work performed under this Agreement during the regular working hours of the Company without prior notice. The State may refuse to approve any and all work performed under this Agreement for failure to comply with applicable standards for work of that type. If the State fails to approve the work performed under this Agreement, the State may refuse to make any further payments under this Agreement until the work at issue is performed in accordance with acceptable standards for work of this type and said work is approved by the State.

The Company and/or Local Agency warrants that it will perform all work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the State may immediately suspend further payments under this Agreement and the Company must repay all funds expended on unsatisfactory work.

12. OVERRUN OF ESTIMATED COSTS WITH NO WORK CHANGES

If it appears to the Company, at any time subsequent to the date of this Agreement and prior to the final completion of such work, that the actual cost of the project will exceed the estimated cost, the Company must send written request for approval to the State. The request will explain the reasons for the additional costs and the amount of the costs. If State approves such request, State will encumber additional funds and then issue a notice to proceed. Any additional expenses incurred by the Company prior to receiving notice to proceed may not be reimbursed by State. State's maximum obligation under this Agreement will not exceed 120% of the estimated cost, except by a fully-executed amendment to this Agreement.

13. STATE AUDITS

Under Minnesota Statutes Section 16.C.05, subd. 5, the Company's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after an appropriate State official certifies the Company's completion of the construction required under this Agreement.

14. NONDISCRIMINATION

If the Company enters into a contract with a contractor, to perform all or any portion of the Company's work set forth in this Agreement, the Company for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all of the nondiscrimination provisions in this Agreement and as set forth in "Appendix A" attached hereto and made a part hereof.

15. DISADVANTAGED BUSINESS ENTERPRISE

The disadvantaged business enterprise requirements of 49 CFR 26, apply to this Agreement. The Company will insure that disadvantaged business enterprises as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts, financed in whole or in part with federal funds. In this regard, the Company will take all necessary and reasonable steps in accordance with 49 CFR 26, to insure that disadvantaged business enterprises have the maximum opportunity to compete for and perform any contracts awarded under this Agreement. The Company shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts under this Agreement. Failure to carry out the above requirements constitutes breach of this Agreement, and may result in termination of the Agreement by the State, and possible debarment from performing other contractual services with the Federal Department of Transportation.

16. AMENDMENTS, WAIVER, MERGER, AND COUNTERPARTS

Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a party to enforce any provision of this Agreement will not constitute or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and agreements between the Company and the State. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind either or both of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

APPENDIX A

Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The Contractor will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligation under this contract and the Regulations relative to discrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for noncompliance:** In the event of contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

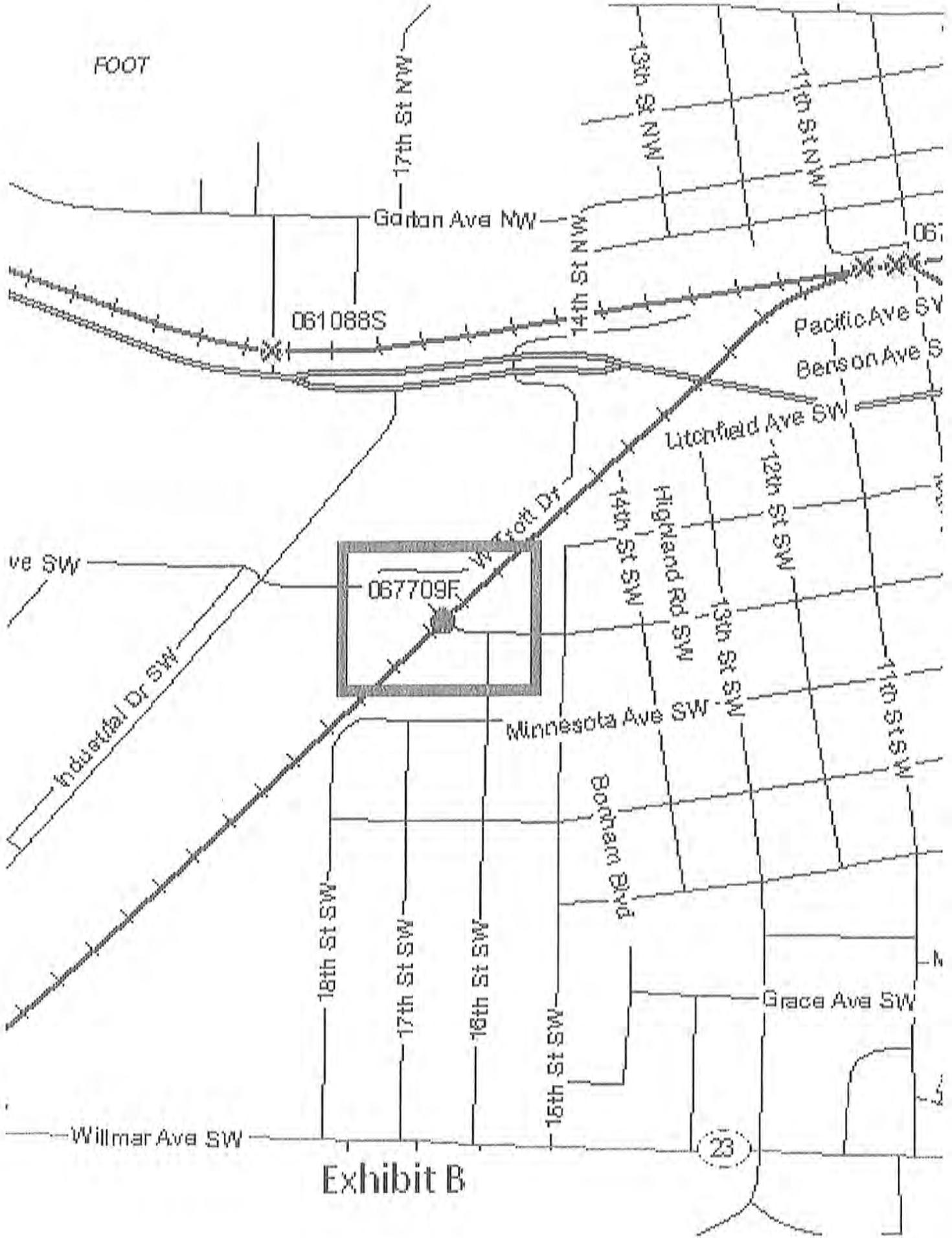


Exhibit B

CONCRETE FOUNDATION CANT	1.0 EA N	1,300	
CONTRACT ENGR	1.0 EA N	6,000	
DIRECTIONAL BORE	1.0 LS N	7,500	
FILL DIRT	300.0 CY N	7,500	
SURFACE ROCK	50.0 CY N	1,250	
			<hr/>
TOTAL OTHER ITEMS COST		28,750	28,750
			<hr/>
PROJECT SUBTOTAL			232,899
CONTINGENCIES			23,289
BILL. PREPARATION FEE			2,562
			<hr/>
GROSS PROJECT COST			258,750
LESS COST PAID BY BNSF			0
			<hr/>
TOTAL BILLABLE COST			258,750



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: _____

Meeting Date: June 26, 2012

Attachments: Yes No

CITY COUNCIL ACTION

Date: July 2, 2012

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

Originating Department: Public Works

Action Requested: Consideration of Water Management Plan

Guiding Principle: Barr Engineering hereby submits to the City Council the final Water Management Plan for the City of Willmar.

Introduction: The City Council entered into an agreement with Barr Engineering to provide engineering services for updating the City's Water Management Plan and Hydrologic/Hydraulic Modeling to reflect current conditions. Barr presented their findings to the City Council on May 7, 2012.

Background/Justification: In September of 2009 the City retained Barr Engineering to prepare Phase I of updating the City's Water Management Plan, performing water quality and water quantity modeling. In January of 2010 the City further requested Barr begin Phases II and III of the proposed work and entered into an agreement for the additional tasks.

Fiscal Impact: N/A

Alternatives: N/A

Staff Recommendation: Accept and Approve the Water Management Plan

Reviewed by: Holly Wilson, Public Works Director

Preparer: Janell Sommers, Public Works Secretary

Signature:

Comments:

Storm Water Task Force Meeting June 20th 2012 6:30 p.m. held at Northern Factory Sales Conference Room

Member Present: Bruce Johns, Joe Ridler, Marv Gieseke, Vera Novak, Laura Becker

Absent Members: Doug Hanson, Dave Schmidt

Holly Wilson, City Engineer was not present as she has conflicts with her schedule and felt we could meet without her present.

Updated phone numbers:

Bruce: 235-6985

Joe: 894-8802

Vera: 894-1386

Marv 231-1442

Laura: 222-6789

Need Doug and Dave's numbers

Agenda: Review the City of Willmar Draft Watershed Management Plan, May 2012, Prepared by Barr Engineering

SWTF spent about 3 hours discussing the Watershed Management Plan that was presented to the City by Barr Engineering.

Discussed Section 2.0 Goals and Policies

2.1 One acre rule needs to be revised, make requirements smaller so that one tablespoon of change is equally replaced by one tablespoon on storm water retention.

2.2.2 Policies

SWTF felt Barr Engineering has a good grasp of what is happening in the City.

Discussed these items:

1. The city may modify its review, permitting, and enforcement processes for construction activities within its jurisdiction as necessary to insure that water quality requirements are met.
8. The city will assist the efforts of Kandiyohi County, the MPCA, or other entities in their performance of water quality monitoring in the city.
14. The city will consider innovative methods for water quality treatment.
18. The city will design storm water facility inlets to minimize debris from entering the conveyance system and impeding the flow path; the city will reduce disposal of debris and other detrimental materials into the storm water system through public education. (SWTF wondering where the educational signs are on the rain gardens ..fairgrounds, High School, east side pond and Ella Ave)

2.4 Wetlands

2.4.2 Policies

5. The City seeks to achieve no net loss of wetland quantity, quality, and biological diversity. Unavoidable wetland alterations must be mitigated in conformance with WCA requirements. (No loss of wetlands)

6. The city will work to protect wetlands from chemical, physical, biological, or hydrologic changes so as to prevent significant adverse impacts to the following designated wetland functions: maintaining biological diversity, preserving wildlife habitat, providing recreational opportunities, erosion control, groundwater recharge, low flow augmentation, storm water retention, creek sedimentation, and aesthetic enjoyment, as specified in Minnesota Rules 7050. (Burlington Northern cleaning up discharge down Hawk Creek)

7.4 Funding of Implementation Program

SWTF discussed that there are 20 locations identified where there are flooding issues, do we really need another costly study to figure out what we need to do if we have the money.

SWTF questions funds that have been used out of the Storm Water Utility fee fund.

SWTF would like to see accountability as to where the Utility fee dollars have been spent – how has this money been used for the recommended improvement listed in this report.

SWTF would like to work with the City Staff to set up priorities for future projects as listed in the 7.4 table.

Could the SWTF have a City Council liaison and possible new members added.

The SWTF is recommending that the City of Willmar Draft Watershed Management Plan prepared by Barr Engineering May 2012 be adopted. All members voted in favor of this being used.

Sending copy of this report to all Council members and the Mayor