

***PUBLIC WORKS/SAFETY COMMITTEE MEETING
TUESDAY, JANUARY 10, 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 Agreement for Traffic Assistance Services
2. Consideration of Airport Hangar Uses and Taxation
3. Consideration to Waive Building Permit Fees – City Office Building Reroof
4. Consideration of SafeAssure Contract for Safety Training and OSHA Requirements
5. Order Preparation of Improvement Report for 2012 Improvements
6. Update Committee on Resignation of a Police Officer
7. Consideration of an Update of City Ordinance No. 906 – Article VII Alarm Systems
8. Miscellaneous
9. Adjourn

Kandiyohi County Jail Census _____

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

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CITY OF WILLMAR
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 17, 2012

AGENDA ITEM: Agreement Traffic Assistance	AGENDA SECTION:
PREPARED BY: Holly Wilson, Public Works Director 	AGENDA ITEM NO.:
ATTACHMENTS: Agreement and Resolution	APPROVED BY:

The City is in receipt of an agreement from Short Elliott Hendrickson (SEH) to provide occasional assistance for traffic systems. The City has been utilizing SEH for this type of assistance for years and this agreement would renew the services for 2012.

Staff recommends approval of the agreement and authorization for the City Administrator to sign on behalf of the City.

COUNCIL CONSIDERATIONS

Review staff recommendation and approve.



December 29, 2011

RE: Willmar, Minnesota
2012 Traffic Assistance Services
SEH No. WILLM 109167

Ms. Holly B. Wilson, PE
City Engineer
City of Willmar
333 Sixth Street Southwest
P.O. Box 755
Willmar, Minnesota 56201

Dear Ms. Wilson:

The City of Willmar is looking for occasional assistance and analysis from a knowledgeable source to help deal with and address current issues related to City owned and operated traffic systems. To address this need, the City has requested that Short Elliott Hendrickson Inc. (SEH) provide to the City a proposal and cost estimate for providing these as-needed services during the 2012 construction season and calendar year.

SEH appreciates the opportunity to submit this proposal to the City of Willmar to continue to provide as-needed assistance with analysis and/or review of operational issues related to the City owned and operated traffic systems.

SEH has significant experience in all aspects relating to traffic signals. This experience includes design of new traffic signal systems, modifications of existing traffic signal systems, Emergency Vehicle Preemption (EVP) design, traffic signal timing and coordination, construction inspection, and review of signal systems to be able to note potential operational issues and assist with getting these issues addressed in a timely manner. Since 1978, SEH staff members have designed more than 500 traffic signals and more than 250 additional EVP system designs. A number of these designs have been for the City of Willmar, and SEH has been assisting the City with design and ongoing review of their traffic signal systems for the past several years.

SEH is committed to developing a work program for as-needed analysis and operational review of the City's traffic systems that will be compatible with the City's needs. We have met the City's high standards in our previous work, and will provide the same quality services for this project.

This letter proposal can be the basis for an agreement for ongoing as-needed assistance and analysis of the traffic systems and all subsequent services. As part of the project, we have put together the following Work Program for performing the work. The Work Program is fairly well defined based on previous cooperative efforts of SEH and the City of Willmar for this work. The Work Program does, however, provide flexibility to make the most efficient use of SEH and City staff.

Work Scope

Typical traffic engineering services available to the City through SEH may include but not be limited to the following:

1. SEH will be available to the City of Willmar to review and discuss City concerns related to noted operational issues and potential maintenance required on their traffic signal systems and overall traffic systems in general. Typically, SEH will be able to address City concerns within a 24-48 hour period, unless the issue requires a more immediate response.
2. SEH will review the City's traffic related issues and attempt to address the issue over the phone or via email if possible, describing what the City can check on at the system in question to attempt to address the issue themselves without SEH having to make a specific site visit to review the issue.
3. SEH will attempt to resolve the issues noted by the City using the City's own personnel, and will work with the City to solicit help from outside SEH and the City should the issue be unable to be addressed via SEH staff or City staff. This would include contacting either MnDOT District Traffic Office personnel (Willmar office) for assistance or contacting a private electrical contractor to obtain a price quote for reviewing and addressing the ongoing concern.
4. Note that SEH does not have the expertise or equipment needed to perform field modification work (such as re-lamping signals, re-aiming signal heads or EVP detectors, re-wiring work in pole bases or in the controller cabinet, etc.), but will work with the City so that a qualified person is retained to complete all required work in a timely manner.
5. SEH can also assist the City as needed with traffic counting and study needs, including but not limited to the following: setting traffic counters; taking turning movement counts; performing signal warrant analysis studies, gap studies, pedestrian studies, signing and pavement marking assistance, traffic and geometric analysis assistance, and other miscellaneous traffic related studies; and any other traffic related needs that the City may see fit to request assistance from SEH.

Staff

SEH proposes to use the following staff members to assist the City on an as-needed basis for the above mentioned work items:

John M. Gray, PE – Project Manager

John has worked on traffic signal design and construction services with SEH for nearly 24 years, and his experience includes the design of more than 500 traffic signals and 250 emergency vehicle preemption systems. He will be responsible for the initial evaluation, resolution of the issues, and be the primary contact with the City to oversee and address ongoing issues.

Thomas A. Sohrweide, PE, PTOE – Senior Project Engineer

Tom is a Senior Transportation Engineer/Project Manager with over 30 years of traffic engineering experience. His experience as a City Traffic Engineer and as a Project Manager in similar projects will be of great benefit to the overall scope of this work.

Roger Plum, PE, PTOE – Senior Project Engineer

Roger has several years of experience with the operation of traffic signal systems, both for the City of Minneapolis and for SEH. With the City of Minneapolis, Roger oversaw the operation and timing of over 700 coordinated traffic signal systems and has a great deal of experience with the overall operation of traffic signal systems (including controller cabinet operations).

Other staff members are available as needed to assist in a timely manner to help address any ongoing City traffic system related issues.

Schedule

SEH will be on-call with the City of Willmar to provide assistance on an as needed basis. SEH will work to address ongoing issues in a timely manner and will work with the City as needed to provide the required services stated above.

Proposed Contract/Fees

Site visits for review of traffic related items and issues would be completed as requested by the City at an estimated cost of \$1,000 to \$1,600 per site visit (depending on how long each site visit takes to address City issues). This includes mileage to and from the City of Willmar to SEH offices, and any other reimbursable expenses related to work on this project.

Miscellaneous traffic needs (including traffic counting and other services) can be performed by SEH at an estimated cost of approximately \$160 per hour. Included in any miscellaneous traffic needs will be mileage to and from the City of Willmar to SEH offices, and any other reimbursable expenses related to work on the miscellaneous traffic needs.

SEH will be available via phone or email to address ongoing issues and will bill the City only for time actually spent on addressing issues. Time spent on short return phone calls or emails will not be billed unless more than one hour is spent addressing the issue in question. Typically, the cost for an hour of service on this work is approximately \$160 per hour.

Traffic study work or analysis of issues on behalf of the City would be billed at the cost to actually complete the work requested by the City, including any mileage to and from the City of Willmar to SEH offices and any reimbursable expenses related to this work.

At this time, we would propose to the City a cost-not-to-exceed budget for providing miscellaneous traffic services of **\$5,000** (except to exceed as authorized by the City) to cover any additional work performed by SEH for the City on an as-needed basis. We would also request that this contract with the City for providing these services cover work up to and including December 31, 2012.

A detailed analysis of each hour billed will be provided to the City with any invoices provided by SEH for this work, so that the City is fully aware of all work performed by SEH on behalf of the City to address City needs on this project. Reimbursable expenses will also be detailed for City information.

The above costs do not include attending any City Council or City Committee meetings.

Any additional tasks added to or deleted from this project due to significant changes in the general scope of the project or the project itself including, but not limited to, changes in size, complexity of character or type of construction, shall be by written amendment to contract signed by both parties.

The Agreement between SEH and the City of Willmar may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination, SEH shall be compensated for services performed to termination date, including expenses and equipment costs then due and all terminal expenses. SEH will provide the City with reproducible copies of any documents already completed at the time of termination.

Ms. Holly B. Wilson, PE

December 29, 2011

Page 4

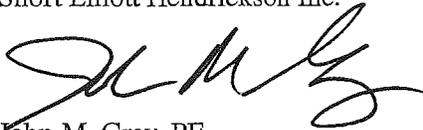
We appreciate the City's faith in SEH for our previous traffic services work within the City and strive to meet your needs for all signal and traffic related concerns within the City.

Please review our proposal, and feel free to contact me at 651.490.2073 to discuss further if needed. If acceptable to the City, please sign below and return one (1) signed copy to me for our records.

We appreciate your consideration of our proposal to provide additional miscellaneous traffic related services, and look forward to being able to serve you and the City of Willmar.

Sincerely,

Short Elliott Hendrickson Inc.



John M. Gray, PE

Senior Professional Traffic Engineer/Project Manager

Accepted this _____ day of _____, 2012.

CITY OF WILLMAR, MINNESOTA

By: _____

Title: _____

Resolution No. _____

Whereas the City of Willmar desires to retain a consultant to provide professional engineering services for providing assistance with oversight and review of operational issues related to the City-owned and operated traffic systems; and

Whereas a proposal has been made by, and an agreement prepared to retain, the firm of Short Elliott Hendrickson Inc. of St. Paul, Minnesota for said services not to exceed \$5,000.00 except to exceed as authorized by the City;

Now therefore be it resolved by the City Council of the City of Willmar that said agreement be approved and that the City Administrator be authorized to execute the same.

Dated this 17th day of January, 2012.

Mayor

Attest:

City Clerk

CITY OF WILLMAR

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 10, 2012

AGENDA ITEM:	Consideration of Hangar Uses and Taxation at Willmar Municipal Airport	AGENDA SECTION:
PREPARED BY:	Megan M. Sauer, AICP Planner/Airport Manager <i>MMS</i>	AGENDA ITEM #:
ATTACHMENTS:	FAA Letter, and City Assessor Letter	APPROVED BY:

The Airport Commission met on November 16, 2011. The use of private hangars at the Airport was discussed and the Airport Commission recommended the hangars be used for private aviation storage or commercial aviation purposes as long as building code requirements can be met. City Staff wrote a letter to the FAA to verify that hangar uses were at the discretion of the City and that no federal funding or other non-compliance matters would be triggered. The FAA responded that the use of the hangars is up to the City as long as the business would meet code and MPCA requirements. No grant monies or other agreements would be violated.

The second issue discussed at the Airport Commission meeting was the taxation of hangars. The City Assessor was queried about the matter and informed staff that there was clarification at the State level on hangar taxation. Any private hangars used for business purposes (even non-aviation purposes) will be commercially taxed. All private hangar owners will have to notify the City Assessor for payable taxes 2012 as to whether the hangars/planes are used for professional or private use.

<p>COUNCIL CONSIDERATIONS: Staff recommends permitting both storage and commercial uses in the private hangar group via the hangar land leases with the City as long as code requirements can be met.</p>
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U.S. Department
of Transportation
**Federal Aviation
Administration**

Great Lakes Region
Minneapolis Airports District Office
6020 28th Ave S, Room 102
Minneapolis, MN 55450

December 23, 2011

Megan M. Sauer, AICP
Planner/Airport Manager
City Office Building
Box 755
Willmar, MN 5201

Willmar Municipal Airport – John L. Rice Field
Hangar Use Questions

Dear Ms. Sauer:

This letter is in response to your inquiry letter dated December 6, 2011, which was received December 8, 2011. You had several questions about use of hangars at the Willmar Municipal Airport.

Hangar CH-3, located on the public apron, is for sale, with a proposed buyer planning to store corporate aircraft in it. Can the aviation fuel line repair business, currently renting space in Hangar CH-3 for plane and parts storage, buy a private hangar in the private hangar development areas shown on the Airport Layout Plan?

As stated in my e-mail to you on November 14, 2011, the FAA cannot restrict the sale of a private hangar, other than to strongly encourage that hangars located along the public apron be used for purposes that serve the air-traveling public, or a corporate user. It is the City's responsibility to ensure that hangars are used for aviation purposes.

Do the taxilane area dimensions meet FAA design standards for the equipment to be stored in the private hangar?

Is use of T-Hangars at the City's discretion as long as they are aviation related?

T-Hangars are generally for cold storage of aircraft. Use of T-Hangars for business purposes is likely to require some sort of heating system.

The airport should also have some minimum standards established for the airport. Information on minimum standards can be found in the FAA Compliance Manual (FAA Order 5190.6B) located at

http://www.faa.gov/documentLibrary/media/Order/5190_6b.pdf

Refer to Chapters 10 and 14, Appendices C and O. There are other chapters that may be generally helpful for you to review.

Is there a requirement that hangars be located by use, or was it simply laid out that way during construction.

There is no requirement hangars be segregated by use. However, we recommend that, for orderly development and efficient use of airport property, general use and structure type (large bay hangar, small private bay hangars, and T-Hangars) be grouped with like structures, if possible. Planning in that regard, and following through with that plan usually serves the airport better than a random mix of structures, with varying support infrastructure requirements or needs, and avoids conflicts between users. Support infrastructure could include taxiway/taxilane design standards for differently sized aircraft, water lines for sprinkler systems, type of electrical service required, waste/pollution control systems, building code requirements, etc. Use of minimum standards also applies here.

Are there any issues or prohibitive measures to comingling private plane storage and commercial use?

The FAA does not prohibit comingling of private plane storage, and commercial use. Building codes and pollution control measures may cause some restrictions. As noted above, design standards for taxiway/taxilane areas are also more demanding for aircraft larger than the typical small plane stored in private bay hangars or T- Hangars.

Would any grant monies used to construct the ramp be required to be repaid?

As also noted in my November 14 e-mail, regarding the public apron areas, the FAA only participated in eligible public apron space, not in the strip of apron immediately in front of hangar CH-3. Therefore, unless the new owner of Hangar CH-3 is also taking over some of the apron space beyond what was what was ineligible at the time of construction, there would not be any grant money that would have to be returned. If there were grant monies to be returned, I believe they would apply to federal project obligations at the airport, not toward State Aeronautics "debt." MNDOT must make a determination if State funds were involved in the area of the apron immediately in front of the hangar, and how to apply any applicable repayment.

Is the FAA concerned if the t-hangars are taxed commercially or for private use?

FAA grant assurances require consistent application of local regulations, as well as being as self-sustaining (Chapter 17 of FAA Order 5190.6B) as possible. If all commercial users on the airport are taxed at an equitable rate, and all private users are taxed at a different equitable rate, we would not have an issue, as long as it is reasonable and feasible to have a commercial use in a T-Hangar, and it is compatible with the airport's minimum standards.

If I have not fully answered your questions, or if you have any additional questions, please contact me.

Sincerely,

Tracy Schmidt, P.E.
Program Manager

c: Dan Boerner – Mn/DOT Aeronautics

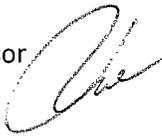


WILLMAR



CITY ASSESSOR

City Office Building
Box 755
Willmar, Minnesota 56201
320-235-3100
FAX 320-235-4917

TO: Megan M. Sauer, Planner/Airport Manager
FROM: Patsy Erickson, City Assessor 
DATE: December 7, 2011
RE: Taxation Airport Hangars

This memo is in response to your request for clarification of the property tax classification laws that apply to hangars located at the city airport.

First, I would like to say that all assessors received in April a notice from the Minnesota Department of Revenue with regard to the taxation and classification of airplane hangars. This notice stated that there was some confusion regarding the classification of hangars and that some earlier opinions issued by the Department of Revenue were incorrect. This letter included a detailed spreadsheet that covered when hangars are exempt, when they are taxable and if taxable, what the correct classification should be for the hangar.

After the notice was received, we were notified that the Department of Revenue would be covering in greater detail the taxation and classification of hangars at the PACE (Professional Assessment Certification and Education) course. I attended this course in October and received an updated spreadsheet that again detailed the taxation and classification of hangars.

After reviewing the spreadsheet and attending the course in October, I determined that the only hangars that are eligible for the "storage classification" are those used by a "private entity" for storage or repair of "personal use" aircraft. In the future, any hangar used for the storage or repair of a commercial use aircraft or for an aviation or general business will be classified "commercial".

For 1/2/2012 classification and future classifications of privately owned hangars, I will be mailing a form to all privately owned hangars. This form will ask them to verify how they are using their hangar – personal or business.

For your information, I have attached a copy of the spreadsheet received from the Department of Revenue that details the taxation and classification of hangars.

MINNESOTA • REVENUE
Property Tax Status of Airplane Hangars

Assumptions: Hangar located on city-owned airport
 Hangar is leased for PERSONAL-USE aircraft for a term of at least 1 year
 If the lease term is less than 1 year, there is a potential for exemption, however lease terms which automatically renew are taxable.

Who Owns the Hangar?	What is the Population of the City?	How is the Hangar Used?	Is the LAND Taxable or Exempt?	Is the HANGAR Taxable or Exempt?	What is the Classification?
Government Entity	50,000 or less	Leased to or used by private entity for storage or repair of personal-use aircraft	Exempt	Exempt	NA
Government Entity	50,000 or less	Leased to or used by private entity as part of an aviation-related business	Exempt	Exempt	NA
Government Entity	50,000 or less	Leased to or used by private entity for storage or repair of commercial-use aircraft or for a business purpose which is <u>not</u> aviation-related (E.g. Corporate planes)	Taxable as personal property	Taxable as personal property	Class 3a Commercial
Government Entity	More than 50,000 or owned by MAC	Leased to or used by private entity for storage or repair of personal-use aircraft	Taxable as personal property	Taxable as personal property	Class 4c(7)
Government Entity	More than 50,000 or owned by MAC	Leased to or used by private entity as part of an aviation-related business	Taxable as personal property	Taxable as personal property	Class 3a Commercial
Government Entity	More than 50,000 or owned by MAC	Leased to or used by private entity for storage or repair of commercial-use aircraft and business use which is <u>not</u> aviation-related	Taxable as personal property	Taxable as personal property	Class 3a Commercial
Private Entity	50,000 or less	Used by private entity for storage or repair of personal-use aircraft	Exempt	Taxable as personal property	Class 4c(7)
Private Entity	50,000 or less	Used by private entity for part of an aviation-related business	Exempt	Taxable as personal property	Class 3a Commercial
Private Entity	50,000 or less	Used for storage or repair of commercial-use aircraft, and business use which is not aviation-related	Taxable as personal property	Taxable as personal property	Class 3a Commercial
Private Entity	More than 50,000 or owned by MAC	Used by private entity for storage or repair of personal-use aircraft	Taxable as personal property	Taxable as personal property	Class 4c(7)
Private Entity	More than 50,000 or owned by MAC	Used by private entity as part of an aviation-related business	Taxable as personal property	Taxable as personal property	Class 3a Commercial
Private Entity	More than 50,000 or owned by MAC	Used for storage or repair of commercial-use aircraft, and business use which is not aviation-related	Taxable as personal property	Taxable as personal property	Class 3a Commercial

Updated 10/31/2011 - See Disclaimer on Front Cover

CITY OF WILLMAR
EXECUTIVE SUMMARY FOR ACTION

MEETING DATE:

AGENDA ITEM: SafeAssure Contract	AGENDA SECTION:
PREPARED BY: Marv Calvin Fire Chief 	AGENDA ITEM #:
ATTACHMENTS:	APPROVED BY:

Staff is requesting to renew our contract with SafeAssure Consultants. This contract provides safety training for all City employees, assistance in remaining compliant with OSHA laws, building inspections and a point-of-contact for any related issues or questions the City may have throughout the year.

The cost of the 2012 contract has not increased from that of 2011 (\$6,125.00) and will be paid for by the City's safety budget.

COUNCIL CONSIDERATIONS: Grant staff permission to accept SafeAssure Consultant's 2012 contract for \$6,125.00.

SafeAssure Consultants Inc.

Invoice

513 5th St. SW
PO Box 281
Willmar, MN 56201

Date	Invoice #
12/19/2011	441

Bill To
City of Willmar Marv Calvin, Fire Chief PO Box 755 Willmar MN 56201

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on signing		12/19/2011			
Quantity	Item Code	Description			Price Each	Amount
	Consulting	Safety Training			6,125.00	6,125.00
<i>101.42428.0817</i> <i>MJC</i>						
Thank you!! Work Safely!					Total	\$6,125.00

Resolution No. _____

WHEREAS, SafeAssure Consultants has submitted their 2012 contract to the City of Willmar in the amount of \$6,125.00,

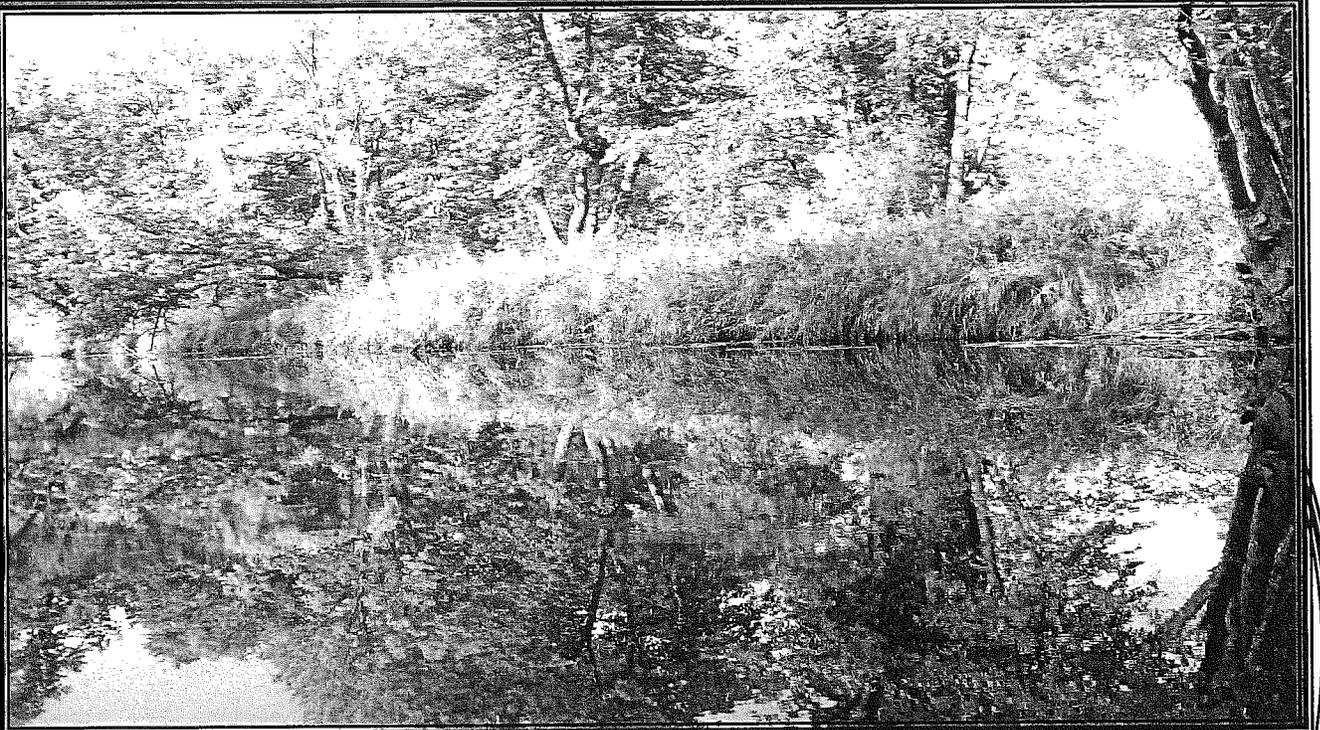
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Willmar to accept the \$6,125.00 contract.

Dated this _____ day of _____, 2012

Mayor

Attest:

City Clerk



*CITY OF
WILLMAR CONTRACT*

*“THE SAFEASSURE
ADVANTAGE”*

JANUARY 2012

The United States Department of Labor, Division of Occupational Safety and Health Administration and the Minnesota Department of Labor, Division of Occupational Safety and Health Administration require employers to have documented proof of employee training and written procedures for certain specific standards. **The attached addendum and training schedule clarifies written and training requirements.**

The required standards that apply to The City of Willmar are listed below:

A.W.A.I.R.

MN Statute 182.653

"An employer covered by this section must establish a written Work-place Accident & Injury program that promotes safe & healthful working conditions".

EMERGENCY ACTION PLAN

29 CFR 1910.35 THRU .38

"The emergency action plan shall be in writing and shall cover the designated actions employers & employees must take to insure employee safety from fire & other emergencies".

CONTROL OF HAZARDOUS ENERGY

29 CFR 1910.147 &

MN Statute 5207.0600

"Procedures shall be developed, documented & utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this section".

HAZARD COMMUNICATIONS

29 CFR 1910.1200 &

MN Statute 5206.0100 thru 5206.1200

"Evaluating the potential hazards of chemicals, and communicating information concerning hazards and appropriate protective measures to employees may include, but is not limited to, provision for: development & maintaining a written hazard communication program for the work-place..."

RECORDING AND REPORTING OCCUPATIONAL INJURIES AND ILLNESSES 29 CFR 1904

"Each employer shall maintain in each establishment a log and summary of all occupational injuries and illnesses for that establishment....."

CONFINED SPACE

29 CFR 1910.146

If the employer decides that its employees will enter permit spaces, the employer shall develop and implement a written permit space program.....

RESPIRATORY PROTECTION

29 CFR 1910.134

Written standard operating procedures governing the selection and use of respirators shall be established.

OCCUPATIONAL NOISE EXPOSURE

29 CFR 1910.95

The employer shall institute a training program for all employees who are exposed to noise at or above an 8-hour time weighted average of 85 decibels, and shall ensure employee participation in such a program.

BLOODBORNE PATHOGENS

29 CFR 1910.1030

Each employer having an employee(s) with occupational exposure as defined by paragraph (b) of this section shall establish a written Exposure Control Plan designed to eliminate or minimize employee exposure.

POWERED INDUSTRIAL TRUCKS

29 CFR 1910.178

"Only trained and authorized operators shall be permitted to operate a powered industrial truck. Methods shall be devised to train operators in the safe operation of Powered Industrial Trucks".

GENERAL DUTY CLAUSE

PL91-596

"Hazardous conditions or practices not covered in an O.S.H.A. Standard may be covered under section 5(a)(1) of the act, which states: Each employer shall furnish to each of {their} employees employment and a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to {their} employees."

PERSONAL PROTECTIVE EQUIPMENT

1926.95 a)

"Application." Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

OVERHEAD CRANES

1910.179(j)(3)

Periodic inspection. Complete inspections of the crane shall be performed at intervals as generally defined in paragraph (j)(1)(ii)(b) of this section, depending upon its activity.....

ERGONOMICS

29 CFR PART 1910.900 THRU 1910.944

"Training required for each employee and their supervisors must address signs and symptoms of MSD's, MSD hazards and controls used to address MSD hazards."

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts. (Subparts represent multiple standards)

1910 Subparts

- Subpart D - Walking - Working Surfaces
- Subpart E - Means of Egress
- Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms
- Subpart G - Occupational Health and Environmental Control
- Subpart H - Hazardous Materials
- Subpart I - Personal Protective Equipment
- Subpart J - General Environmental Controls
- Subpart K - Medical and First Aid
- Subpart L - Fire Protection
- Subpart M - Compressed Gas and Compressed Air Equipment
- Subpart N - Materials Handling and Storage
- Subpart O - Machinery and Machine Guarding
- Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.
- Subpart Q - Welding, Cutting, and Brazing.
- Subpart S - Electrical
- Subpart Z - Toxic and Hazardous Substances

1926 Subparts

- Subpart C - General Safety and Health Provisions
- Subpart D - Occupational Health and Environmental Controls
- Subpart E - Personal Protective and Life Saving Equipment
- Subpart F - Fire Protection and Prevention
- Subpart G - Signs, Signals, and Barricades
- Subpart H - Materials Handling, Storage, Use, and Disposal
- Subpart I - Tools - Hand and Power
- Subpart J - Welding and Cutting
- Subpart K - Electrical
- Subpart L - Scaffolds
- Subpart M - Fall Protection
- Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors
- Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations
- Subpart P - Excavations
- Subpart V - Power Transmission and Distribution
- Subpart W - Rollover Protective Structures; Overhead Protection
- Subpart X - Stairways and Ladders
- Subpart Z - Toxic and Hazardous Substances
- Applicable MN OSHA 5205 Rules
- Applicable MN OSHA 5207 Rules
- Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

These programs/policies and procedures listed on the addendum **do not** include the cost of hardware such as labels, signs, etc. and will be the responsibility of The City of Willmar to obtain as required to comply with OSHA standards.

Our contract year will begin on the signing of this proposal/contract. Classroom training will be accomplished at a time convenient to most employees/management and so selected as to disrupt the workday as little as possible.

All documents and classroom training produced by SafeAssure Consultants for The City of Willmar are for the sole and express use by The City of Willmar and its employees and not to be shared, copied, recorded, filmed or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior written approval of SafeAssure Consultants.

It is always the practice of SafeAssure Consultants to make modifications and/or additions to your program when necessary to comply with changing OSHA standards/statutes. These changes or additions, when made during a contract year, will be made at no additional cost to The City of Willmar.

All written programs/services that are produced by SafeAssure Consultants, Inc. are guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure Consultants, Inc. will reimburse The City of Willmar should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure Consultants, Inc. SafeAssure Consultants, Inc. does not take responsibility for financial loss due to MNOSHA/OSHA fines that are unrelated to written programs mentioned above.

ADDENDUM
SAFETY PROGRAM RECOMMENDATIONS
The City of Willmar

Written Programs & Training

A.W.A.I.R. (A Workplace Accident and Injury Reduction Act)

- review/modify or write site specific program
- documented training of all personnel
- accident investigation
- simulated OSHA inspection

Employee Right to Know/Hazard Communication

- review/modify or write site specific program
- documented training of all personnel (general and specific training)
- various labeling requirements
- assist with installing and initiating DAMARCO Solutions, LLC, MSDS and data base program

Lock Out/Tag Out (Control of Hazardous Energy)

- review/modify or write site specific program
- documented training of all personnel

Emergency Action Plan

- review/modify or write site specific program
- documented training of all personnel

Respiratory Protection

- review/modify or write site specific program
- documented training of all personnel

Bloodborne Pathogens

- review/modify or write site specific program
- documented training of all personnel

Cranes-Chains-Slings

- review/modify or write site specific program
- documented training of all personnel (inspections)

Hearing Conservation (Occupational Noise Exposure)

- review/modify or write site specific program
- documented training of all personnel
- decibel testing and documentation

Personal Protective Equipment

- review/modify or write site specific program
- documented training of all personnel

Confined Space

- review/modify or write site specific program
- documented training of all personal

Powered Industrial Trucks/Forklifts

- review/modify or write site specific program
- documented training of all personnel
- testing and licensing

Ergonomics

- review/modify or write site specific program
- documented training of all personnel
 - job hazards-recognition
 - control steps
 - reporting
 - management leadership requirements
 - employee participation requirements

General Safety Requirements

- review/modify or write site specific program
- documented training of all personnel

The "SafeAssure Advantage"

- On-Line training available for AWAIR, EAP, ERTK, ERGO, Bloodborne
- Safety Committee Advisor
- Employee Safety Progress Analysis
- SafeAssure "Client Discount Card" from Fastenal Stores or Catalogs (15% off any item)
- Job Hazard Analysis (JHA for more hazardous tasks/jobs)
- Training manual maintenance
- Safety manual maintenance
- Documented decibel testing
- Documented air quality readings-(CO2 testing in shops with 5 or more vehicle capacity)
- Documented foot-candle readings (if needed)
- OSHA recordkeeping
- General Duty Clause
- Assistance during an actual OSHA inspection
- General safety recommendations
- "ALERT" data base
- Unlimited consulting services

Contract/ Agreement

THIS AGREEMENT is made this first day of January, 2012 between The City of Willmar, Willmar, Minnesota, herein referred to as The City of Willmar and SafeAssure Consultants, Inc. 200 S.W. Fourth Street, Willmar, Minnesota, herein referred to as SafeAssure.

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees to provide, at the time of execution of this contract/agreement, The City of Willmar (upon request) with a current Certificate of Insurance with proper coverage lines and a **minimum** of \$2,000,000.00 in insurance limits of general liability and statutory for workers' compensation insurance. SafeAssure is insured by "The Harford" insurance companies.

SafeAssure further agrees that The City of Willmar will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts or omissions of SafeAssure to third parties. SafeAssure expressly forever releases and discharges The City of Willmar, its agents, members, officers, employees, heirs and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify and hold harmless The City of Willmar, its agents, members and heirs from any and all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure and its employees is an independent contractor of The City of Willmar, and nothing in this agreement shall be considered to create the relationship of an employer/employee.

In consideration of this signed agreement/contract, for the period of **Twelve Months** from the signing month, SafeAssure Consultants, Inc. agrees to provide The City of Willmar, the aforementioned features and services. These features and services include but are not limited to OSHA compliance recommendations and consultations, providing scheduled classroom-training sessions, writing and maintaining mandatory OSHA programs. These features and services will be prepared to meet the specific needs of The City of Willmar.

ANNUAL \$ 6,125.00

IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

TWELVE MONTH CONTRACT 

X _____
The City of Willmar

X _____
The City of Willmar

X  _____
SafeAssure Consultants, Inc.

“Safety Wise We Specialize”



Post Office Box 756

Willmar, MN 56201

www.safeassure.com

**CITY OF WILLMAR
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: January 17, 2012

AGENDA ITEM: Order Preparation of Improvement Report	AGENDA SECTION:
PREPARED BY: Holly Wilson, Public Works Director 	AGENDA ITEM NO.:
ATTACHMENTS: Resolution and List	APPROVED BY:

The Engineering Department has prepared the list of streets proposed for improvements in 2012.. The City Council is required to order the preparation of the Improvement Report to be presented at a future meeting.

COUNCIL CONSIDERATIONS

Consider resolution Ordering Preparation of the Improvement Report for 2012 Improvements.

Project List for 2012

01-17-12

Reconstruction

Oak Lane NW – 7th Street NW to east
Russell Street NW – Ella Avenue NW to Olaf Avenue NW
14th Street SW – Grace Avenue SW to Willmar Avenue SW
Bernard Street SE – TH12 to Becker Avenue SE
Elizabeth Avenue SE – Robert Street SE to 14th Street SE
Roise Avenue SW – 4th Street SW to 1st Street

Overlay

5th Street SW – Kandiyohi Avenue SW to Willmar Avenue SW
9th Street SW – Willmar Avenue SW to 19th Avenue SW
Willmar Avenue SW – CR5 to Industrial Boulevard

New Construction

Willmar Avenue SW – Industrial Boulevard to 22nd Street SW

Miscellaneous

1st Street Bridge – deck rehabilitation
Storm Water Improvements
22nd Avenue SW Path – Willmar Avenue to 15th Avenue
24th Avenue SE Sidewalk – 1st Street to 550' east
Willmar Avenue SW Path – CR5 to 22nd Street SW
Cracksealing
Seal Coat

RESOLUTION NO. _____
ORDER OF IMPROVEMENT REPORT

WHEREAS, it is proposed to construct the following improvements under the 2012 Improvement Project:

grading, gravel base, curb and gutter, tiling, bituminous pavement, sidewalk, service lines, sanitary sewer, storm sewer, water main, and street lighting

and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Section 429.011 to 429.111 (Laws 1953, Chapter 398, as amended).

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF WILLMAR, MINNESOTA:

That the proposed improvement be referred to the City Engineer for study, and that she is instructed to report to the Council advising the Council in a preliminary way as to whether the proposed improvement is feasible, and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Dated this 17th day of January, 2012.

Mayor

Attest:

City Clerk