

***PUBLIC WORKS/SAFETY COMMITTEE MEETING
TUESDAY, OCTOBER 30, 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. Downtown Parking Discussion
2. Consideration of Airport Work Order Amendment
3. Update on 11th Street NW and Gorton Avenue Traffic Concerns
4. Miscellaneous
5. Adjourn

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

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CITY OF WILLMAR

DOWNTOWN PARKING ENFORCEMENT INFORMATIONAL REPORT

(Prepared by Chief Wyffels – October 16, 2012)

Points of clarification to assist with interpretation of the numbers provided.

- The information provided relates only to parking tickets and not regular traffic citations.
- There are “approximately” 305 days per year of available downtown enforcement. (365 days per year minus 52 Sundays = 313 minus 8 holidays = 305 enforceable days per year depending on what day of the week a holiday would fall on).
- The 2012 figures apply to a time frame from January 1, 2012 to October 9, 2012, and do not represent the entire year of 2012.
- CSO's are the primary enforcement agents for the daily downtown time limit parking violations. However, patrol officers also periodically issue parking tickets in the downtown area and enforce parking regulations after normal business hours. (Examples are: declared snow emergencies or other parking enforcement action). Therefore, not all parking tickets issued in the downtown area represent enforcement of the normally daily enforced parking time limits.
- Due to current call response loads and greater priorities, patrol officers do not perform any of the daily downtown (8-5) parking enforcement of imposed time limits. Therefore it is fairly safe to say that all parking tickets issued for the daily downtown time limit violations would have been written by a CSO.
- CSO's normally spend approximately four (4) hours per day on downtown enforcement (one hour on a marking run and one hour on an enforcement run – each occurring twice a day, once in the morning and once in the afternoon).
- For the purpose of this report it is assumed that downtown parking enforcement action took place on all of the 305 eligible enforcement days. The reality is that this did not occur and enforcement was actually dependent on whether a CSO was scheduled to work or responding to a different call for service or serving another need within the department.
- At a minimum, at least 75% of the overall parking tickets that are issued within the City of Willmar are for the normal downtown parking violations.
- The wage of a CSO varies from \$7.50 to \$8.75 per hour.
- Clerical staff maintains the parking ticket records, which includes opening the envelopes, counting the money, entering the payment, entering unpaid tickets; receipting the money and handling customer related parking issues. Approximately 15% of clerical time is spent handling parking ticket related tasks however, those hours include processing all parking tickets issued in the City of Willmar and not just the downtown parking tickets issued by CSO's.
- Fifteen percent of the overall salary including fringe benefits of the clerical staff who handles the processing of parking tickets is: \$9,944.00.

Activity:

- Total Tickets Issued: Indicates the total number of parking tickets issued *within the entire City*, and not just from tickets issued during the daily enforcement of the time limits in the downtown area.
- Tickets Issued by CSO's : Indicates the total number of tickets written by a CSO and not by other patrol officers. This number would closely approximate the number of parking tickets written in the downtown area for daily time limit enforcement.
- % Tickets Issued by CSO's: Indicates the percentage of overall tickets written by the CSO's.

Revenue:

- Parking Revenue Generated: Indicates the total amount of revenue that would be received if all parking tickets issued in the given year were paid.
- Amount Received : Indicates the actual amount of money collected on paid parking tickets that were issued within the city in the given year.
- Amount Uncollected: Indicates the amount of money still owed for unpaid parking tickets issued in the given year.

Expenditures:

1. Using the maximum wage a CSO would earn (\$8.75 per hour).
2. (X) the maximum number of hours spent on enforcement each day (4).
3. (X) the maximum number of days of available to perform enforcement action per year (305).
4. (+) Add the cost of printing the tickets (\$700 per year to Traf-o-terria).
5. (+) Add Deb's labor costs figured at the 2012 labor contract cost (\$9,944.00).

The maximum amount it could possibly cost for enforcing downtown parking - daily time limit is: $(\$8.75 \times 4 \times 305 + \$700.00 + \$9,944.00) = \underline{\$21,319.00}$.

	2010	2011	2012 (Oct 9 th)
Total Tickets Issued	2745	2791	2072
Tickets Issued by CSO's	2098	2284	1581
% Tickets Issued by CSO's	76.4%	81.8%	76.3%
Parking Revenue Generated	\$29,603	\$23,065	\$16,612
Amount Received	\$21,072	\$17,093	\$11,206
Amount Uncollected	\$7,876	\$5,137	\$5,010
Downtown Parking Revenue (75% of total revenue)	\$22,202	\$17,298	\$12,459
Maximum Total Costs for Downtown Parking Enforcement	\$21,319	\$21,319	\$16,415 (Prorated to Oct 9 th)

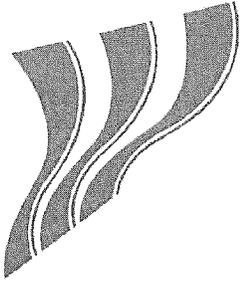
Synopsis:

Almost all parking tickets written by a CSO are for violation of the downtown daily time limits so it is fairly safe to assume that the total number of parking tickets written by a CSO would closely match the number of downtown violations in a given year.

Since CSO's wrote at least 75% of the total of all parking tickets issued within the city in any given year then it is safe to assume that 75% of the revenue earned would closely represent the revenue from downtown parking violations.

The stated expenditures for downtown parking enforcement were represented at a maximum cost number. The reality is that the actual enforcement costs are less because CSO's are not able to perform downtown parking enforcement duties every day. Also the cost of \$700.00 for printing parking tickets is for about 1 ½ years supply of tickets and not just one year.

Maximum expenditures for downtown parking enforcement when compared to the revenue generated by the same action are slightly more or close to being the same amount depending upon the given year.



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: _____

Meeting Date: October 30, 2012

Attachments: Yes No

CITY COUNCIL ACTION

Date: November 5, 2012

Approved Denied
 Amended Tabled
 Other

Originating Department: Engineering

Action Requested: Approve Addendum No. 1 to Work Order No. 1 for submission to MnDOT with Airport project grant request.

Guiding Principle: The City Engineer hereby submits to the City Council Addendum No. 1 to Work Order No. 1 for the Airport Improvements Project.

Introduction: Turf Runway Improvements were incorporated into the Airport Pavement Improvements Project following approval of Work Order No. 1 for the project as a result of MnDOT's direction to close the turf runway due to its condition and potential impacts to aircraft.

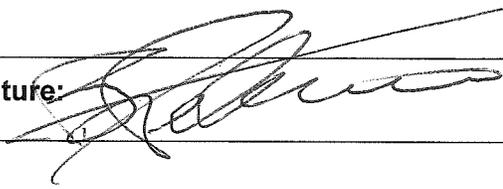
Background/Justification: The City Council authorized the Mayor and City Administrator to execute Work Order No. 1 to the Professional Services Contract for Design, Bidding, and Construction Services for the Airport Improvements. Work Order No. 1 consisted of the engineering services required for the airport pavement improvements (crack repairs) and was executed May 25, 2012. While the contract documents were being prepared, MnDOT informed the City that the turf runway must be closed due to its condition (vegetation and unevenness parallel to the primary runway near the runway 31 approach end). Prior to advertising the project, the turf runway improvements were incorporated into the pavement improvements contract documents as required by MnDOT. One bid was received for the project and was rejected by the City Council. The project was split into two contracts and was re-advertised. No bids were received for the turf runway contract so quotes were solicited. The City Council awarded the low quote for the turf runway improvements on October 15, 2012. The Addendum to Work Order No. 1 includes the cost associated with including the turf runway improvements into the contract documents, re-advertisement, and estimated construction observation costs. All costs eligible for the MnDOT grant must be submitted as part of a MnDOT grant request.

Fiscal Impact: The funding source for the Airport Improvements is 70% State monies and 30% local funds budgeted in 2012 Capital Improvements. The corresponding local share of Addendum No. 1 to Work Order No. 1 is \$2,130.00.

Alternatives: N/A

Staff Recommendation: Approve Addendum No. 1 to Work Order No. 1.

Reviewed by: Bruce Peterson, Interim Public Works Director

Preparer: Jared Voge, P.E., Interim City Engineer	Signature: 
Comments:	

**AMENDMENT NO. 1
TO
WORK ORDER #1**

**PROFESSIONAL SERVICES CONTRACT
2012 AIRPORT PAVEMENT IMPROVEMENTS (Crack Repairs)
DESIGN, BIDDING & CONSTRUCTION SERVICES
WILLMAR MUNICIPAL AIRPORT**

This addendum is in regards to the Design, Bidding & Construction engineering services for the 2012 Airport Improvements project at the Willmar Municipal Airport. This Addendum shall become a part of the original Work Order #1, dated May 25, 2012.

WHEREAS, Bolton & Menk, Inc. has provided additional design related services by modifying the plans and the scope of work to include the Turf Runway rehabilitation as an alternate bid to meet the MnDOT Aeronautics state grant offer and actual available funding at the time.

WHEREAS, Bolton & Menk, Inc. will provide additional construction engineering services required for the Turf Runway rehabilitation to meet MnDOT Aeronautics construction requirements.

WHEREAS, MnDOT has indicated that this is a project scope change for design and construction engineering services that should be provided for the project and state grant funding is available for this work at 70% FAA and 30% Local share.

THEREFORE, BE IT MUTUALLY AGREED, that Bolton & Menk, Inc. is authorized to complete the additional work as described below.

TASK 1. DESIGN AND BIDDING SERVICES

1. The CONSULTANT and CLIENT agree that DESIGN services were added to include the Turf Runway rehabilitation with included additional plans and specifications and coordination with MnDOT Aeronautics and Highways. Recommendations were received from MnDOT Botanist and local contractors on proper soil preparation and seed mixtures. The turf runway will be bid as an Alternate schedule and possible award based on available State Funding.

TASK 2. CONSTRUCTION ENGINEERING SERVICES

1. The CONSULTANT and CLIENT agree that construction engineering services will be furnished to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the CLIENT.
2. The CONSULTANT agrees that additional Resident Project Representative services furnished under this Addendum shall be to observe the work and to determine compliance with the plans and specifications, including representing the CLIENT in coordination of construction activities among contractors and between contractors and utilities, and to accommodate the reasonable requirements of the CLIENT on and around areas of construction. Scope and

limitations of RPR services are further defined in EXHIBIT I of the original Contract.

3. When the CONSULTANT is on the site beyond the anticipated construction timeframe, documentation will be maintained regarding construction progress and delays, quantities and percentages of work, tests performed, observations made and work accepted, problems encountered and instructions given to contractors, field changes and adjustments approved, and other records required or otherwise necessary to maintain a record of the work. Nothing herein shall be construed as imposing upon the CONSULTANT's responsibility for the construction means, methods, techniques, sequences, safety programs and procedures used by contractors.
4. The CONSULTANT agrees to provide additional Construction Administration Services that include, but are not limited to the following:
 - a. Check construction activities to obtain compliance with plans and specifications.
 - b. Provide interpretation of plans and specifications.
 - c. Supervise and coordinate SUB- CONSULTANT contracts for field observation and testing.
 - d. Review all final pay estimates and explanation of variation between Contract and final quantities prepared by Resident Project Representative.
 - e. Review weekly progress reports as prepared by Resident Project Representative.
 - f. Prepare Field Orders, final Change Orders and make recommendations regarding approval of Change Orders.
 - g. Review and evaluate "Contractor's Request for Extension of Contract Time" and submit recommendations to the CLIENT.
 - h. Meet with the CLIENT for consultation and advice during construction.
 - i. Monitor that all testing required by the specifications is performed. Review and approve all materials reports prepared by the Resident Project Representative.
 - j. Certify that all project work completed under observation of the Resident Project Representative is in Substantial compliance with the plans, specifications and contract documents including any modifications by Change Order or otherwise, that all required tests were performed, and that such work is recommended for acceptance.
 - k. Maintain record drawings from redline or working drawings prepared by Resident Project Representative as accumulated during the course of construction to show "Record Drawing" conditions.
5. The CLIENT as part of this addendum authorizes Resident Engineering Services and the CONSULTANT agrees to provide a Resident Project Representative, materials acceptance testing, and staking services in the execution of the Construction Engineering Services for the project work. The CLIENT and CONSULTANT agree that the CONSULTANT may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when

construction is in progress to include temporary interruptions due to weather or mechanical failure.

Resident services shall include, but are not limited to the following:

- a. ~~For this Project, construction stakes are required to be done in accordance with Subsection 50-06 of the FAA Special Provisions of the Project Manual.~~
- b. Notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the CLIENT in the event that the Contractor elects to continue the use of questioned equipment and methods.
- c. ~~The Resident Project Representative shall monitor the contractor's compliance with the approved DBE plan (i.e., determine that the firms on the job are as stated in the plan. Determine that the volume of work and equipment used complies with the plan.) Report deviations to the CLIENT.~~
- d. ~~Coordinate with the TESTING CONSULTANT to perform acceptance tests required to be provided by the CLIENT in the construction contract documents.~~
- e. Maintain daily records of the Contractor's progress and activities during the course of construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.
- f. Review monthly payroll reports of each contractor and subcontractor with the CLIENT. Perform monthly DBE field checks and wage rate checks and document. Retain all payroll reports on the project for review.
- g. Measure and compute quantities of all materials incorporated in the work and items of work completed, and maintain an item record account.
- h. Prepare Periodic Cost Estimates by CONSULTANT to the CLIENT.
- i. Prepare field orders and change orders which include a cost estimate, cost/price analysis and record of negotiations. Notify the Contractor that no work can start until approved by the CLIENT.

Perform other services as reasonably required by the CLIENT and as outlined in the Contract Documents.

COMPENSATION FOR SERVICES

The estimated engineering cost for continuing to provide the above-described services is:

1) Additional DESIGN Engineering Services	\$5,300 (hourly)
Original Design/Bidding Services	<u>\$8,015</u>
TOTAL TASK 1	\$13,315 (Revised Estimate)
2) Additional Construction Engineering Services	\$1,800 (hourly)
Original Construction Engineering Budget	<u>\$5,400</u>
TOTAL TASK 2 Construction Services	\$7,200 (Revised Estimate)
3) TOTAL Amendment Request	\$7,100

The estimated MnDOT and Local funding participation for Addendum No. 1 is:

MnDOT (70%)	\$ 4,970
City Participation (30%)	\$ 2,130

Progress payments shall be made in accordance with Section 3 of the Contract.

SCHEDULE

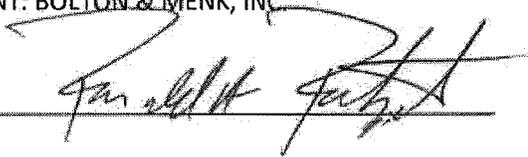
This work will be completed to meet the revised construction completion dates after contracts have been awarded and authorized by the CLIENT. Proposed construction is scheduled to start fall of 2012 and be completed by June 1, 2013.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed in their behalf.

CLIENT: CITY OF WILLMAR

CONSULTANT: BOLTON & MENK, INC



Principal

Date

10-24-2012

Date