

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

Agenda Item Number: _____

Meeting Date: July 30, 2013

Attachments: Yes No

CITY COUNCIL ACTION

Date:

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

Originating Department: Willmar Police

Agenda Item: Dangerous Weapons Ordinance, Article III – Proposed Ordinance Changes

Recommended Action: Accept and pass to Council the attached ordinance change amending Chapter 10, Offenses and Miscellaneous Provisions, Article III, Dangerous Weapons, Section 10-54, Discharge of Firearms and adopting a new section 10-55, Shooting a Bow and Arrow Within City Limits.

Background/Summary: When seeking to lengthen the time relating to the validity of a pest permit, Chief Wyffels was directed at an the May 14, 2013, Public Safety meeting to review the current city ordinance relating to dangerous weapons and the use of a bow and arrow within the city limits of Willmar as well.

Research was done in regards to the regulation of bows and arrows in other communities, public input was sought, a meeting was held with the local archers club (Little Crow Archers), review and assistance by the City Attorney Robert Scott was given on the proposed ordinance changes. (See attachment).

Alternatives: Return to staff for further work while indicating direction of action to desired.

Financial Considerations: None.

Preparer: Chief of Police David Wyffels

Signature:

Comments:

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE III, DANGEROUS WEAPONS, SECTION 10-54, DISCHARGE OF FIREARMS AND ADOPTING NEW SECTION 10-55, SHOOTING A BOW AND ARROW WITHIN CITY LIMITS

The City Council of the City of Willmar hereby ordains as follows:

Section 1. AMENDMENT OF MUNICIPAL CODE SECTION 10-54. Chapter 10, Article III, Section 10-54 of the Willmar Municipal Code is hereby amended as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 10-54. – Discharge of firearms.

- (d) Permit. Nothing in this article shall be construed to embrace the firing of a gun, pistol, revolver or other kind of firearm when permission therefor has first been given by the chief of police of the city, which permission shall designate the place where and the time when such firearms may be used. When the applicant for a permit is an individual requesting a permit for purposes of shooting pests on private property, the permit shall only be granted for the use of a pellet gun or twenty-two-caliber rifle using birdshot. No permit shall be granted for more than ~~sixty~~ one hundred eighty (180) days. Every applicant for a permit shall execute a hold harmless agreement, indemnifying the city from all claims that result from the discharge of the firearm. When the applicant for the permit is not the property owner, a hold harmless agreement shall also be executed by the property owner.

Section 2. ENACTMENT OF NEW MUNICIPAL CODE SECTION 10-55. Chapter 10, Article III of the Willmar Municipal Code is hereby amended to include a new Section 10-55 to read as follows:

Sec. 10-55.—Shooting a bow and arrow within city limits

- (a) Purpose and Intent. The City of Willmar desires to allow persons to participate in the sport of archery in the city in a safe and responsible manner that will not threaten the public health, safety and welfare. It is with this intent that the regulations in this section are imposed.
- (b) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this

section, unless the context clearly indicates a different meaning.

Approved backstop shall mean any continuous solid wall or embankment constructed in a manner that an arrow cannot pass through any portion of the wall or embankment as constructed. The backstop must be of no less a minimum eight foot height and sixteen foot width.

Arrow - shall mean any shaft, rod or bolt constructed out of any substance.

Arrow tip - shall mean the forward point of a rod, shaft, bolt, etc. designed to serve the purpose of assisting an arrow to penetrate an intended target.

Bow - shall mean any device designed as or commonly known as a bow, long-bow, compound-bow, or cross-bow and fashioned to propel, thrust or project an arrow, shaft, bolt, or rod beyond one foot of the device itself.

- (c) Discharge of an arrow from a bow in city limits. It is unlawful to shoot or discharge an arrow from a bow within the city limits of Willmar except under the conditions listed under Paragraph (d) of this section.

Barbed and bladed arrow tips shall not be discharged outdoors within the City of Willmar except for the express purpose of taking fish or game as outlined under Paragraph (d), subparagraph (1) of this section.

- (d) Exemptions. Use of a bow and arrow in the following circumstances shall be exempted from the general prohibition thereof contained in Paragraph (c) of this section:
 - (1) Hunting:
 - a. Any arrow may be discharged from a bow into the public waterways, lakes, ponds and streams for the purpose of taking fish as allowed by the Minnesota Department of Natural Resources (DNR).
 - b. Any arrow may be discharged from a bow for the express purpose of harvesting game within the city limits of Willmar, but only by a licensed hunter participating in an approved hunt sanctioned by the DNR for the express purposes of culling game

animals to prevent the spread of a disease or over population.

- (2) Recreational sport or target practice:
 - a. Any arrow may be discharged from a bow while in the confines of any building as long as the arrow cannot escape the confines of the building and as is otherwise consistent with all applicable laws and regulations.
 - b. Any arrow other than an arrow containing a bladed or barbed arrow tip can be discharged from a bow, outdoors, while on private property, as long as it is discharged only at an intended target positioned at the base in front of and in the horizontal center of an approved backstop and as is otherwise consistent with all applicable laws and regulations.

Section 3. EFFECTIVE DATE. This ordinance shall be effective from and after its adoption and second publication.

Passed by the City Council of the City of Willmar this ___ day of _____, 2013.

ATTEST:

Kevin Halliday, City Clerk

Frank Yanish, Mayor

VOTE: ___ AHMANN ___ ANDERSON ___ CHRISTIANSON
___ DEBLIECK ___ DOKKEN ___ FAGERLIE ___ JOHNSON ___ NELSON

This Ordinance introduced by Council Member: _____

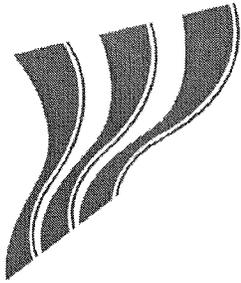
This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____



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Attachments: Yes No

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Date:

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: Airport

Agenda Item: Final Pay Estimate for Contract 2 of State Project No. A3401-63-crack sealing/patching runway.

Recommended Action: Certify final payment of \$87,321.66 to Fahrner Asphalt Sealers, LLC of Eau Clair, WI per Contract 2.

Background/Summary: Contract 2 of State Project No. A3401-63 has been completed, which consisted of crack sealing and patching portions of the runway. During the project an area of settlement was identified in a taxilane that required a change order to be included.

Alternatives: N/A

Financial Considerations: The State Project cost is split 70/30

Preparer: Megan M. DeSchepper, AICP
Planner/Airport Manager

Signature: *Megan M. DeSchepper*

Comments:

PROJECT CLOSE OUT

State Project No. A3401-63 Contract 2 is scheduled for close out. Departmental review has been completed to ensure contract compliance and satisfactory completion of work, including the proper implementation and approval of change orders; construction management activities; and financial management including budgets adopted and/or revised.

It is hereby recommended that the Project be accepted, final payment made and the Project file closed.

City Engineer

Date

Finance Director

Date

City Administrator

Date

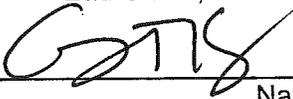
COMMENTS:

CONTRACTOR'S PAY REQUEST		DISTRIBUTION:
2012 AIRPORT IMPROVEMENTS - CONTRACT 2		CONTRACTOR (1)
WILLMAR, MN		OWNER (1)
BMI NO: T51.101070		ENGINEER (1)
		BONDING CO. (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS		\$87,321.66
TOTAL, COMPLETED WORK TO DATE		\$87,321.66
TOTAL, STORED MATERIALS TO DATE		\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED		\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS		\$87,321.66
RETAINED PERCENTAGE (0%)		\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)		\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE		\$87,321.66
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES		\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1		\$87,321.66

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

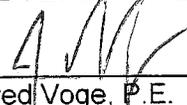
Contractor: Fahrner Asphalt Sealers, LLC
6615 US HWY 12W
-P.O.Box 659-
Eau Claire, WI 54703

By  Name Project Manager Title

Date 7/8/13

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2040 HIGHWAY 12 EAST, WILLMAR, MN 56201.

By , PROJECT MANAGER
Jared Vogt, P.E.

Date 7/15/13

APPROVED FOR PAYMENT:

OWNER:

By _____, _____, _____
Name Title Date

And _____, _____, _____
Name Title Date

Pay Estimate No.:

2012 AIRPORT IMPROVEMENTS - CONTRACT 2

WILLMAR, MN

BMI NO: T51-101070

WORK COMPLETED THROUGH MAY 31, 2013

FINAL

ITEM NO.	ITEM	UNIT PRICE	ESTIMATED		BID AMOUNT	QUANTITY PREVIOUS ESTIMATE	QUANTITY COMPLETED TO DATE	DIFFERENCE QUANTITY TO DATE	DIFFERENCE AMOUNT TO DATE
			BID QUANTITY	BID AMOUNT					
2.1	2021.501 MOBILIZATION	\$6,500.00	1	LS	\$6,500.00	LS	1.00	LS	\$6,500.00
2.2	01550.1 MAINTENANCE AND RESTORATION OF PAUL ROADS & STAGING	\$1,000.00	1	LS	\$1,000.00	LS	1.00	LS	\$1,000.00
2.3	01550.2 AIRPORT SAFETY CONTROL	\$1,500.00	1	LS	\$1,500.00	LS	1.00	LS	\$1,500.00
2.4	01555.3 PROVIDE AND INSTALL LOW PROFILE AIRPORT BARRICADE	\$95.00	18	EA	\$1,710.00	EA	18.00	EA	\$1,710.00
2.5	01555.4 RE-INSTALL LOW PROFILE AIRPORT BARRICADE	\$95.00	16	EA	\$1,040.00	EA	16.00	EA	\$1,040.00
2.6	01555.8 PROVIDE & INSTALL RUNWAY CLOSURE MARKER, NON-LIGHTE	\$250.00	2	EA	\$500.00	EA	2.00	EA	\$500.00
2.7	02975.1 BITUMINOUS CRACK ROUTE & JOINT REPAIR	\$1.60	22750	LF	\$36,400.00	LF	27,348.00	LF	\$43,756.80
2.8	02975.1 BITUMINOUS CRACK ROUTE & JOINT REPAIR	\$3.00	13570	LF	\$21,712.00	LF	11,742.00	LF	\$18,739.20
2.9	2104.513 SAWCUT BITUMINOUS (FULL DEPTH)	\$13.10	88	SY	\$1,152.80	SY	88.90	SY	\$1,295.59
2.1	2104.505 REMOVE BITUMINOUS PAVEMENT, HAUL OFFSITE	\$853.00	22	TON	\$8,426.00	TON	25.50	TON	\$8,766.50
2.11	2231.501 BITUMINOUS FULL DEPTH PATCHING MIXTURE (4")	\$22.00	6	GAL	\$132.00	GAL	6.00	GAL	\$132.00
2.12	2357.502 BITUMINOUS TACK COAT PATCHING	\$3.00	400	LF	\$1,200.00	LF	400.00	LF	\$1,200.00
2.13	02976.1 SAW & SEAL BITUMINOUS JOINTS								
SUBTOTAL:					\$81,996.80				\$86,609.09

Change Order No.:

1

ITEM NO.	ITEM	UNIT PRICE	ESTIMATED		BID AMOUNT	QUANTITY PREVIOUS ESTIMATE	QUANTITY COMPLETED TO DATE	DIFFERENCE QUANTITY TO DATE	DIFFERENCE AMOUNT TO DATE
			BID QUANTITY	BID AMOUNT					
2.9	2104.513 SAWCUT BITUMINOUS (FULL DEPTH)	\$3.00	60	LF	\$180.00	LF	60	LF	\$180.00
2.10	2104.505 REMOVE BITUMINOUS PAVEMENT, HAUL OFFSITE	\$13.10	14.33	SY	\$187.72	SY	14.33	SY	\$187.72
2.11	2231.501 BITUMINOUS FULL DEPTH PATCHING MIXTURE (4")	\$383.00	3.47	TON	\$1,329.01	TON	3.47	TON	\$1,329.01
2.12	2357.502 BITUMINOUS TACK COAT PATCHING	\$22.00	0.72	GAL	\$15.84	GAL	0.72	GAL	\$15.84
SUBTOTAL:					\$1,712.57				\$1,712.57

TOTAL(SUBTOTAL + CHANGE ORDER No. 1):

\$83,709.37

\$87,321.66

\$ 3,612.29

GIC

CHANGE ORDER

No. 1

PROJECT 2012 AIRPORT IMPROVEMENTS – CONTRACT 2

DATE OF ISSUANCE July 8, 2013 EFFECTIVE DATE July 8, 2013

OWNER City of Willmar

OWNER's Contract No. T51.105070

CONTRACTOR Fahrner Asphalt Sealers, LLC

ENGINEER Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

- | | | | |
|----|---|---|--------------------|
| 1. | Description: | Bituminous Patch Taxilane D2 | |
| | Cost: | \$1,712.57 | |
| | Reason for Change Order: | In the spring of 2013 a settlement was identified in taxilane D2. The settlement prevented aircraft from effectively utilizing the taxilane and was required to be patched. | |
| 2. | Description: | Final Compensating Change Order | |
| | Cost: | \$3,612.29 | |
| | Total Construction Cost: | | \$87,321.66 |
| | Contract Amount with Change Order No. 1 | | <u>\$83,709.37</u> |
| | Total – Change Order No. 1: | | \$3,612.29 |

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$81,966.80	Original Contract Times Substantial Completion: <u>May 20, 2013</u> Ready for final payment: <u>May 31, 2013</u>
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> 0 (zero)	Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u> 0 (zero)
Contract Price Prior to this Change Order \$81,966.80	Contract Times prior to this Change Order Substantial Completion: <u>May 20, 2013</u> Ready for final payment: <u>May 31, 2013</u>
Net Increase of this Change Order \$5,354.86	Net Increase of this Change Order 0 (zero)
Contract Price with all approved Change Orders \$87,321.66	Contract Times with all approved Change Orders Substantial Completion: <u>May 20, 2013</u> Ready for final payment: <u>May 31, 2013</u>

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 7/15/13

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

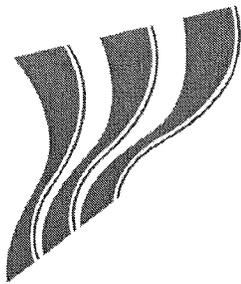
By: [Signature]
Contractor (Authorized Signature)

Date: 7/8/13

EJCDC No. 1910—8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

NAE\FORMS\CHANGE.EJC



**CITY OF WILLMAR, MINNESOTA
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Agenda Item Number: _____

Meeting Date: July 30, 2013

Attachments: Yes No

CITY COUNCIL ACTION

Date:

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

Originating Department: Airport

Agenda Item: State Aid for Airport Maintenance and Operation State Fiscal Years 2014 & 2015.

Recommended Action: Authorization to execute Minnesota Department of Transportation Grant Agreement for Airport Maintenance and Operation.

Background/Summary: Every year the City submits all the maintenance costs of the airport and the State will reimburse back 2/3 of the eligible maintenance costs not to exceed \$51,636.00.

Alternatives: N/A

Financial Considerations: This assistance from the state alleviates some of the cost burden of airport maintenance and operations.

Preparer: Megan M. DeSchepper, AICP
Planner/Airport Manager

Signature: *Megan M. DeSchepper*

Comments:

GRANT AGREEMENT FOR AIRPORT MAINTENANCE AND OPERATION

This Agreement is by and between the state of Minnesota acting through its Commissioner of Transportation ("State"), and the City of Willmar ("Recipient").

WHEREAS, the Recipient desires the financial assistance of the State for maintenance and operation of the Willmar Municipal Airport ("Airport"); and

WHEREAS, the State is authorized by Minnesota Statutes Sections 360.015 and 360.305 to provide financial assistance to the Recipient for its airport.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is effective upon execution by the Recipient and the State, and will remain in effect for the State's fiscal years 2014 and 2015.
2. If paint striping of the Airport is a part of this Agreement, the State will contract for the periodic paint striping of the airport runways and taxiways. The Recipient agrees to a deduct of \$606.00 as its assigned share of airport paint striping. The Recipient agrees to cooperate with the marking operation.
3. The Recipient will keep the runway and the area around the lights mowed. The grass will be mowed at least 7 feet beyond the lights, and at no time will the grass exceed 6 inches in height on the landing area.
4. If the Airport is to remain operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks will be limited in height so that aircraft wings, engines, and propellers will clear them, and landing strip markers and/or lights will remain visible.
5. The Airport must pass periodic inspections performed by a representative of the Office of Aeronautics for compliance with the rules of the Department of Transportation and for compliance with this Agreement. If the Airport is not so maintained, then no reimbursement will be made hereunder.
6. The State will reimburse the Recipient for 2/3 of the eligible maintenance and operation costs not reimbursed by any other source, not to exceed \$51,636.00 of State aid for each State fiscal year. If applicable, this base amount already includes the deduct for paint striping.
7. The Recipient may submit a breakdown of its incurred costs to the Director of the Office of Aeronautics, quarterly, on forms supplied by the Office of Aeronautics if said incurred costs total at least \$5,000.00 for the quarter. Costs are to be submitted as follows:
 - a. In October for the period July 1 through September 30.
 - b. In January for the period October 1 through December 31.
 - c. In April for the period January 1 through March 31.
 - d. In July for the period April 1 through June 30.

Final costs must be submitted to the Director of the Office of Aeronautics on or before August 1 for each State fiscal year ending June 30. No requests received after August 1 for the preceding State fiscal year will be honored by the State. The State reserves the right to reject items that may not be eligible for reimbursement, and reimbursement may be denied entirely if the Airport is not properly maintained in accordance with this Agreement.

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15.

By: _____

Date: _____

Purchase Order (PO) ID No: _____

MnDOT Contract Management

as to form & execution

By: _____

Date: _____

Recipient

Recipient certifies that the appropriate person(s) have executed the Agreement on behalf of the Recipient as required by applicable resolutions, charter provisions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Commissioner, Minnesota Department of Transportation

By: _____
Director, Office of Aeronautics

Date: _____

RESOLUTION NO. _____

AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT MAINTENANCE AND OPERATION

IT IS RESOLVED by the City of Willmar as follows:

1. That the State of Minnesota Agreement No. 03960, "Grant Agreement for Airport Maintenance and Operation," at the Willmar Municipal Airport is accepted.
2. That the Mayor and City Administrator are authorized to execute this agreement and any amendments on behalf of the City of Willmar.

Dated this 5th day of August, 2013.

MAYOR

Attest:

CITY ADMINISTRATOR