



Item 7b.

Sunfish Lake Engineer's Report for April 3, 2018

By: ***Jeff Sandberg, PE, City Engineer***

Date: ***March 28, 2018***

1. Engineering Activities Undertaken in the Month of March.

The following Engineer's Report reflects the activities undertaken this past month, along with the anticipated engineering activity for the month of April.

- A. **Charlton Road Improvements Update** – Don Sterna has been working with residents and council on securing easement agreements and uncovering information on the sewer and water main serving the 5 residents on Charlton Road. Mr. Sterna will present the project Feasibility Study at the City Council meeting.
- B. **Fire Number Review** – Staff will present a plan at the April meeting that will present options for the City Council's consideration to address issues with visibility of the fire number markers in the city. Staff secured quotes from two vendors for the three different options to be discussed (one additional vendor declined to provide a quote). SEE ATTACHMENTS.
- C. **CAMP Water Quality Monitoring** – Following the March City Council meeting, I contacted the three volunteers who previously gathered samples for the three lakes that are part of the program. All three volunteers agreed to continue to gather samples per the direction of the city council (7 samples this year in lieu of 15 gathered in previous years). The volunteers for 2018 are: Scott Spaeth (Hornbeam), Jim Naves (Horseshoe Lake), and James Stowell (Sunfish Lake). Additionally, Jim Naves offered to gather the samples twice during the season and deliver to the Met Council storage facility per their new requirements. Lastly, I contacted Brian Johnson, Met Council CAMP administrator, to let him know of the City Council's directive for sampling this year, and that all of the volunteers are set. He is preparing a new contract that will be presented at a future city council meeting for approval.
- D. **SWPPP Yearly Public Hearing** – At the April Council Meeting, we will hold our annual Public Hearing discussing the City's Stormwater Pollution Prevention (SWPPP). At that time, we will review activities that have been completed to meet the City's MS4 Permit and answer any questions from the public. Meghan Litsey from WSB & Associates will be presenting a short overview of the City's SWPPP and will be available to answer questions.

- E. **2019-2023 CIP Update** – I will be preparing the draft of the 2019-2023 CIP for the City Council to be reviewed at an upcoming Council meeting. This document will outline what infrastructure and maintenance projects we are looking to do in 2019 and plan for the next 5 to 10 years for the Council to consider. The goal is to approve the CIP update at the August Council meeting which will help establish infrastructure priorities to manage the City's infrastructure and assist with budgeting of city resources.
- F. **8 Wood Duck Pass Variance Request** – I met the property owner at the City Planner's office to discuss a setback variance request to Wood Duck Pond for a new septic mound system. We explained that additional information is required and expect a formal request to come for consideration at a future city council meeting.
- G. **2570 Delaware Avenue Variance Request** – Staff met with the architect representing the owners at the Planner's office to discuss set back variance requests and additional information that will be needed for a garage relocation and home expansion. A formal plan submittal and variance request will be presented at a future city council meeting
- H. **Backflow Prevention Management** – I received a request from the city clerk to review the city's compliance with recent changes to the State Plumbing code specifically with regard to Backflow Prevention Management. The city clerk was approached by a software vendor who warned the city is likely not in compliance and was provided information about their software that would help get the city in compliance. After review of the information, State Plumbing Code, and correspondence with the city building inspector and other area building officials, I determined that this applies to public water systems and the city of Sunfish Lake would not be subject to the requirements.
- I. **Request for Resolution of Support – Proposed TH 110 Project** – I received the attached notice from MnDOT regarding the 2018 Corridors of Commerce Program. A request for project funding was submitted as a part of this program for expanding TH 110 to freeway design with interchange accesses (instead of signals or stop signs) from Mendota Heights to Inver Grove Heights.

Additionally, a project outside of Sunfish Lake that proposes a new intersection at TH 156 and Barge Road between US 52 and Annapolis Street was submitted for funding as part of this program. A resolution of support from the City of Sunfish Lake will allow the projects to rank higher in the scoring and give the projects more of a chance to get funding. If the Sunfish Lake City Council desires not to support the projects, no action is needed. SEE ATTACHMENTS.

- J. **Request for Variance for Load Limits – 1 Horseshoe Lane** – I received a request for a variance to the posted load limits by the property owner at 1 Horseshoe Lane. They need a dumpster delivered and picked up and the anticipated loading exceeds the posted limits. Sunfish Lake policy allows the City Engineer to review the request and grant a one-time permit for exceeding the load limit. I anticipate approval of a one-time permit for this residence once an application is received.

2. Building and Site Reviews in the Month of March.

There were no building or site reviews in the month of March.

3. Public Works Activities Undertaken in the Month of March.

- A. **Snow Plowing for March** – To date, we have not received an invoice for services in March, however, through February it appears that expenditures are within the city's budgeted amount. I will be monitoring the City streets over the next few months to make sure issues are resolved and the proper snow removal/management is utilized. Please notify me at 763-229-1643 if you see any unsafe conditions.
- B. **Street Sweeping Quotes** – We have secured quotes for the annual spring street sweeping which I will bring to the April City Council meeting for consideration. SEE ATTACHMENTS.

4. Anticipated Public Works Activities for the Month of April.

- A. **Spring Load Limits** – Currently load limits are in effect and load restriction signs are in place. I will be monitoring the conditions and will remove the limits when conditions permit.

The above constitutes the Engineering Report for the City of Sunfish Lake for April 3, 2018.

Respectfully submitted,

WSB & Associates, Inc.



Jeffry S. Sandberg, PE
City Engineer



March 29, 2018

Honorable Mayor and City Council
City of Sunfish Lake
Via Email

RE: REVIEW AND RECOMMENDATIONS TO PROVIDE VISIBLE FIRE NUMBER MARKERS TO PROPERTIES THROUGHOUT THE CITY

Honorable Mayor and Members of the City Council;

In late 2017, the city's Police and Fire staff (first responders) expressed concern that many of the city's properties do not have visible Fire Marker signs to allow them to quickly respond to emergencies. At their meeting on November 7, 2017 the City Council requested that staff perform a field survey/ review of the fire number signs for properties throughout the city and provide a recommendation to the council.

In November 2017, WSB staff performed a drive-by survey of all 262 of the Sunfish Lake properties and classified the signage in one of four different categories; Good, Missing, Hidden/ Blocked, and Tilted.

The following results were documented from our field survey:

Good – 189 properties (72%)
Missing – 39 properties (15%)
Hidden/ Blocked – 18 properties (7%)
Tilted – 15 properties (6%)

In all, 72 of the 262 properties in the city, or 27% of the Fire Markers in the city, are not 100% visible to first responders. In previous discussions with the City Council, it was requested that consideration be given to replacement markers that are two-sided and placed perpendicular to the road. WSB has consulted with several sign vendors to identify sign options and designs. Two different types of signs are being offered for your consideration. The first option is the standard one-sided sign that is used today; the second option is a two-sided sign that would be placed perpendicular to the road for better visibility from either direction.

In an effort to ensure consistency and complete coverage for 100% visible Fire Markers throughout the city, staff requested proposals from 3 vendors. One vendor did not respond because they only supply the markers, they do not install or replace. I offer the following options for the City Council's consideration:

Option 1: Replace all Fire Markers in the City with New 2-sided Markers in Year 1.

This option would result in the city having the **new style 2-sided marker** to be consistently placed and 100% visible for all residences within the city as quickly as possible.

Quotes Received:

Safety Signs: \$26,310.50

Advantage Signs: \$19,911

Option 2: Develop a Five-Year Plan to Replace all Fire Markers in the City with 2-sided Markers

For this option we propose to replace 52 markers per year for five years. We have identified the 72 missing, hidden, or tilted markers as priority for replacement first, and subsequent replacement of all signs in the city with a new standard marker within 5-years time. The proposed schedule would be as follows:

Year 1: Replace all missing markers (39) and (13) hidden or tilted markers.
Year 2: Replace remaining hidden/ blocked or tilted markers (20) and (33) more.
Year 3: Replace 53 markers.
Year 4: Replace 52 markers.
Year 5: Replace 52 markers.

Quotes Received:

Safety Signs: \$6,283/ year; \$31,415.50 total over 5 years

Advantage Signs: \$4,251/ year; \$21,255 total over 5 years

This option spreads out the costs over 5 years, and would result in all Fire Markers in the city to be consistently placed and 100% visible with the **new style 2-sided marker**. The missing signs and most of the markers not visible or tilted would be replaced in Year 1, with the remaining hidden or tilted markers being replaced in Year 2.

Option 3: Replace only those Fire Markers in the City that are Missing with Standard 1-sided Marker, and Correct Hidden/ Blocked, or Tilted Markers.

Markers that are missing (39) would be replaced with the **standard one-sided marker**. It is assumed the existing markers for the Hidden, Blocked or Tilted markers are in serviceable condition, so those would be removed from the existing post and attached to a new post in a visible location (33 total). Generally, the markers that are hidden/ blocked are conflicting with trees or landscaping or some other permanent barrier. Trimming may be one option but would require permission from each property owner and it would not likely be a long-term solution. The tilted signs likely either have damaged posts or have been situated that way for a long-enough period of time that trying to push them upright may break or damage the post. We recommend re-using the existing markers that are hidden/ blocked or tilted and installing them on a new post.

Safety Signs: \$6,012

Advantage Signs: \$4,014.65

This option is the most-cost effective and would result in all Fire Markers to be 100% visible and consistent throughout the city as quickly as possible.

Advantage Signs provided the most cost-effective quotes for all options. Staff requests direction from the City Council on an option above or other options that may be discussed at the City Council meeting on April 3. If you have any questions or require additional information, please contact me at 651-286-8474.

Sincerely,

WSB & Associates, Inc.



Jeffry S. Sandberg, PE
City Engineer



PERMANENT SIGN QUOTATION

DATE: 3/23/2018

LETTING DATE: 3/23/2018

PROJECT: Sunfish Lake Fire Markers

LOCATION: Sunfish Lake, MN

Nickcornell@safetysigns-mn.com

SAFETY SIGNS IS A CERTIFIED DBE/WBE/TGB CONTRACTOR.

ITEM #	DESCRIPTION	SIZE	QTY	PRICE	EXT
Option #1 Installation all in One Phase					
	Double Sided Fire Marker				
	Remove Fire Marker		✓ 223 EA	\$ 19.00	\$ 4,237.00
	Install Fire Markers	✓ 15x9	✓ 262 EA	\$ 84.25	\$ 22,073.50
TOTAL					\$ 26,310.50
Option #2 Installation in 5 year period (52/year)					
	Double Sided Fire Marker				
	Remove Fire Markers		✓ 223 EA	\$ 27.50	\$ 6,132.50
	Install Fire Markers	✓ 15x9	✓ 262 EA	\$ 96.50	\$ 25,283.00
TOTAL					\$ 31,415.50
					(\$6,283/YEAR)
Option #3 Installation all in One Phase					
	Single Sided Fire Markers				
	Remove Fire Marker		✓ 33 EA	\$ 35.00	\$ 1,155.00
	Install Salvage Fire Marker		✓ 33 EA	\$ 55.00	\$ 1,815.00
	Install Fire Marker	✓ 12x9	✓ 39 EA	\$ 78.00	\$ 3,042.00
TOTAL					\$ 6,012.00

Safety Signs LLC

No Bond No Retainage. All Items Tied Unless Arrangements Are Made To Split Items Off.

The Above Prices Include Sales Tax. Please Sign Below To Acknowledge Approval.

Mail or Fax Back So Material Or Supplies Needed Can Be Ordered So Installation Will Not Be Delayed

Quote Only Valid For 25 Days. Thank You. Nick Cornell

An Equal Opportunity Employer

NAME

DATE

19784 Kenrick Ave. • Lakeville, MN 55044 • Phone (952) 469-6700 • Fax (952) 469-6689

Offices located in Lakeville, Rogers, Blaine, Rochester, Mankato & Duluth





Advantage Signs & Graphics, Inc
75 S Owasso Blvd W
St. Paul, MN 55117
651-636-9998

DATE 3/23/2018

ESTIMATE # 00033980

Prepared For:

WSB & Associates
701 Xenia Ave South
Suite 300
Minneapolis, MN 55416

Prepared By:

Erin Benesch
651-636-6511
erin@advansign.com

QTY.	ITEM NO.	DESCRIPTION	PRICE	EXTENDED	TX.
262 ✓	226	Option 1 - DG3 Fire Number Signs Double Sided ✓ 15" x 9" White on Red (High Intensity Prismatic Reflective \$ 23.50 each)	\$29.50	\$7,729.00	
1 ✓	999	Set up Charge for option 1	\$130.00	\$130.00	
262 ✓	999	6' Green Channel Posts 2lb per foot (Galvanized \$18.86 each)	\$13.50	\$3,537.00	
1 ✓	555	Removal of existing marker and sign / Installation of new signs and posts	\$8,515.00	\$8,515.00	
52 ✓	226	Option 2 - DG3 Fire Number Signs Double Sided ✓ 15" x 9" White on Red (High Intensity Prismatic Reflective \$ 31.55 each)	\$34.50	\$1,794.00	
1 ✓	999	Set Up Charge for option 2	\$65.00	\$65.00	
52 ✓	999	6' Green Channel Posts 2lb per foot (Galvanized \$18.86 each)	\$13.50	\$702.00	
1 ✓	555	Removal of existing marker and sign / Installation of new signs and posts	\$1,690.00	\$1,690.00	
39 ✓	226	Option 3 - DG3 Fire Number Signs Single Sided ✓ 12x9 White on Red (High Intensity Prismatic Reflective \$ 14.25 each)	\$16.35	\$637.65	
1 ✓	999	Set Up Charge for option 3	\$65.00	\$65.00	
72 ✓	999	6' Green Channel Posts 2lb per foot (Galvanized \$18.86 each)	\$13.50	\$972.00	
1 ✓	555	Removal of existing marker and sign / Installation of new signs and posts	\$2,340.00	\$2,340.00	
Please note that a 2% Credit Card Fee will apply to all orders over \$500.					
By my signature, I authorize work to begin and agree to pay the amount in full according to the terms of this agreement:					
Signature _____ Date _____					
SALE AMT.				\$28,176.65	
FREIGHT				\$0.00	X
SALES TAX				\$0.00	
TOTAL AMT.				\$28,176.65	
PAID TODAY				\$0.00	
BALANCE DUE				\$28,176.65	

Date: February 16, 2018

City Engineer

City of Sunfish Lake

7378 Jordan Ave.

Cottage Grove, MN 55016

Attention Local Government:

Recently the Minnesota Department of Transportation received recommendations from stakeholders and the public for projects to be considered for its 2018 Corridors of Commerce program. From among those recommended projects, MnDOT will award \$400 million to selected projects across the State. You are receiving this letter because you have been identified as a local government that would be impacted by one or more of the recommended projects.

As a part of the scoring criteria for the Corridors of Commerce program, all cities and counties which would be touched by the suggested project need to have a resolution of support for the project in order for that project to receive 45points in the "Community Consensus" category. Projects which do not receive a resolution of support from all governments are not disqualified from the program, but they will not receive 45points out of total of 700 from this criteria, which will put them at a distinct disadvantage in the scoring.

Enclosed with this letter is a list of regionally submitted projects for the program. Projects highlighted in yellow have been identified as impacting your government specifically. MnDOT will need to receive a resolution of support for those highlighted projects from you by April 16, 2018 in order for the project to be eligible to receive the 45-points in the Community Consensus category. A resolution of support for the project/s will not replace any needed future municipal consent requirements, should the project be selected for the program. MnDOT is not requesting any specific language in the resolution and you are free to reference multiple projects in a single resolution. MnDOT's goal is to minimize the amount of administrative effort on your part. However, the resolution of support needs to reference the specific project/s attached and cannot be generic support for transportation improvements.

An equal opportunity employer

OPTIONAL RETURN ADDRESS: Address 1, address 2, City, State, Zipcode

Once you have completed a resolution of support for the projects, you can either send it or e-mail it to me at one of the addresses below;

Patrick Weidemann

MnDOT Office of Transportation System Management

395 John Ireland Blvd.

St. Paul, MN 55155

Or

E-mail: pat.weidemann@state.mn.us

You are welcome to submit the resolution of support at any time, but it must be in our office by the 4:30 p.m. on April 16 for it to count towards receiving the 45-points. If you have already submitted a resolution of support for the project/s, you can disregard this letter. If you choose to not support a project/s on the list, you do not need to take any action on that project/s. If we do not have a resolution in support of a listed project/s by the deadline date, the project will not be receiving the 45-points.

MnDOT appreciates your assistance with this process. If you have any questions or concerns, please do not hesitate to give me a call.

Sincerely,

Patrick J. Weidemann

Director of Capital Planning and Programming

MnDOT Office of Transportation System Management

(651) 366-3758

pat.weidemann@state.mn.us

Metro District
Corridors of Commerce Recommendations

M	Tim	Markfort	10	Make hwy 10 three lanes from about 85th (where it reduces to two lanes) to hwy 35W both directions. When headed North on Hwy 10 three lanes of inbound traffic get compressed into two lanes for about a mile and then it opens to three lanes. When headed South on Hwy 10 towards 35W it goes from four lanes to three and then around 85th it reduces to two lanes for about a mile until the left exit lane starts for 35W North. Please expand this section to three lanes. Remove the stop light on 252 at 70th. Replace it with a pedestrian overpass for the bus stop. The interchange was closed over the summer and it made Hwy flow much smoother.	10	Other: Make Hwy 10 in Blaine at least three lanes in each direction
M	Tim	Markfort	252			Other: Disconnect 70th street from Hwy 252 in Brooklyn Center
M	Michael	Mady	77	Provide a flyover from northbound MN 77 (Cedar Avenue) to westbound MN 62 (Crosstown). This is an outdated clover leaf, a bottleneck, and is dangerous for drivers of all kinds of vehicles. From Highway 100 to highway 77		Other: Fly over
M	Michael	Markell	494			Other: Expand the freeway by 2 lanes, rebuild the 494
M	Jeanne	Markell	62	From Tracy to 35W		Expand the roadway from two lanes to four lanes.
M	Joseph	Klein	I-94	From I-35W junction in Minneapolis to I-35E junction in St. Paul		Add a MnPASS lane to the roadway.
M	Todd	Wagner	36	North St. Paul to St. Croix River Bridge		Convert a section of roadway into freeway design with interchange accesses (instead of signals or stop signs).
M	Todd	Wagner	110	Mendota to Inver Grove Heights		Convert a section of roadway into freeway design with interchange accesses (instead of signals or stop signs).
M	John	Hokkanen	212	US 212, Chaska, from Carver County 11, Jonathan Carver Parkway, to Norwood Young America, County Road 34		Expand the roadway from two lanes to four lanes.
M	Ron	Hippen	101	Southbound on Highway 101 in Rogers from Diamond Lake road to I-94 east and west bound.		Convert a signalized intersection on the roadway into an interchange.
M	Tracy	French	10			Other: Make the ramp from 35W Southbound onto Highway 10 Westbound extend all the way to where Highway 10 changes from 2 lanes going west to 3 lanes. This would avoid the traffic from southbound having to merge with the traffic from northbound and help eliminate the northbound traffic from backing up onto 35W Northbound causing significant traffic delays and accidents.
I	Matthew	Loyas	61	The ramp from 35W southbound to approximately County Road J W		Other: Lengthen the left turn lanes from Highway 61 onto Warner Road. A lot of commercial trucks turn left there. They go slow and bog down Highway 61 north bound traffic approaching I-94.
				Highway 61 in Saint Paul from Warner Road to thousand feet south of Warner Road		
				TH 169 MnPASS from CH 21 to I-494 northbound and spot mobility improvements southbound (reduced scope project identified in 169 Mobility Study as Stage A)		
M	Lisa	Freese	169	Stage A improvements include: i. Northbound (NB) TH 169 - initial NB TH 169 MnPASS lane ii. Southbound (SB) TH 169 - resurface TH 101 exits as center decision lane instead of right lane add and 2-2 split iii. SB TH 169 - connect Pioneer on-ramp auxiliary lane to downstream 3-lane section iv. SB TH 169 - merge westbound I-494 into 2 lanes and then add separated CD road from eastbound (EB) I-494 into 3rd lane		
M	Lisa	Freese	169	TH 169 MnPASS from Marshall Road (CSAH 17) to I-494		Add a MnPASS lane to the roadway.
				Full MnPASS on both the northbound and southbound directions includes Stages A, D & E from the 169 Mobility Study Implementation Plan		Add a MnPASS lane to the roadway.
M	Lisa	Freese	13	The proposed project includes the construction of a grade separation, connecting frontage roads, and access ramps at the intersection of TH 13 and Dakota Ave. in the city of Savage, Scott County. The project limits are from west of Dakota Ave. to east of Yosemite Ave. The project will provide a supporting road network that removes direct access to TH 13 and offers alternate routes and safer access to TH 13 for truck traffic generated from the adjacent Ports of Savage and industrial uses. The supporting road network and the underpass connecting Dakota Ave. will facilitate movement across TH 13 and allow for right-in right-out access through the use of access ramps on to TH 13 at Yosemite Ave.		Add a new interchange to the roadway.
M	Tony	Fischer	I-94/252/I-694	TH 610 on TH 252 through the Dowling Ave interchange on I-94		Expand the roadway from two lanes to four lanes.

Metro District
Corridors of Commerce Recommendations

M	John	Doan submitting on behalf of the TH 252/194 Corridor Policy Advisory Committee	252	TH 252 from 194/I-694 to TH 610	Other: Convert TH 252 from a signalized expressway to a limited access freeway with interchanges at 66th Ave N, Brookdale Dr. and 85th Ave N. Add MnPASS lane along northbound TH 252 from I-94 to TH 610. Access closures at 70th Ave N, 73rd Ave N and Humboldt/81st Ave N.
M	Lisa	Freese	13	The proposed project includes the construction of a grade separation, connecting frontage roads, street closures, and access ramps near the intersection of TH 13 and Chouen Ave. near the city boundary of Savage and Burnsville in Scott and Dakota Counties. The project limits are from Quentin Ave. to Washburn Ave.	
M	Tyler	Hamilton	13	From the interchange with Highway 169 east of Shakopee to the interchange with MN-77 Near the Red Line and "Twin Cities Premium Outlets" should all be a grade-separated/access controlled freeway. Far too much unnecessary congestion and accidents that could be prevented and lots of truck traffic.	Add a new interchange to the roadway.
M	Lyndon	Robjont	5	Trunk Highway 5 from Rolling Acres Road in Victoria to TH 41 in Chanhassen	Convert a section of roadway into freeway design with interchange accesses (instead of signals or stop signs).
M	Tom	Nikunen	169	The intersection of Highway 169, Highway 282, and Scott County Road 9.	Expand the roadway from two lanes to four lanes.
M	Mark	Krebsbach	77	Northbound Trunk Highway 77 from 140th Street in Apple Valley to Old Shakopee Road in Bloomington.	Convert a signalized intersection on the roadway into an interchange.
M	Mark	Krebsbach	55	West Junction of CSAH 42 in Rosemount to Hastings City Line	Add a MnPASS lane to the roadway.
M	Bob	Jackson	61	Project 1 of Making 61 a Freeway: Put an interchange in at highway 61 and highway 10	Expand the roadway from two lanes to four lanes.
M	Bob	J	61	Project 2 of Making 61 a Freeway: Put an interchange in at highway 61 and highway 95	Add a new interchange to the roadway.
M	Bob	J	61	Project 3 of Making 61 a Freeway: Put an interchange in at highway 61 and Afton Road	Convert a signalized intersection on the roadway into an interchange.
M	Bob	J	61	Project 4 of Making 61 a Freeway: Put an interchange in at highway 61 and Warner and Burns roads	Add a new interchange to the roadway.
M	John	Zimmerman	101	S Diamond Lake Rd to I-94 in Rogers	Add a new interchange to the roadway.
M	Kathryn	Sarnecki	156	TH-156 (new intersection with access to Barge Channel Road) between US 52 and Annapolis Street East	Other: Add flyover bridge for SB Hwy 101 traffic to access I-94 and avoid two stoplights, just like the NB Hwy 101 flyover bridge. Redesigning the intersection with Barge Channel Road and the at-grade, mainline rail crossing at that location.
M	Jen	Whittington	65	109th Ave in Blaine	Convert a signalized intersection on the roadway into an interchange.
M	Jen	Whittington	65	117th Ave in Blaine	Convert a signalized intersection on the roadway into an interchange.
M	Jen	Whittington	65	just south of 105th Ave to north of 117th Ave in Blaine	Convert a section of roadway into freeway design with interchange accesses (instead of signals or stop signs).
M	Jen	Whittington	65	Highway 10 through 117th Ave in Blaine	Convert a section of roadway into freeway design with interchange accesses (instead of signals or stop signs).
M	Jen	Whittington	65	Both signals at the Highway 10/Highway 65 interchange in Blaine	Other: Remove both signals at the highway 10/highway 65 interchange and make the interchange operate with a free flow design
M	Karl	Keel	I-35W/I-494	I.135W/I494 Interchange Turbine Interchange Improvements - Phase I, S85M	Other: Interchange improvements for safety, capacity and reducing the bottlenecks at the interchange, for the efficient movement of freight. Phase I - North bound to West Bound flyover ramp
M	Karl	Keel	I-35W/I-494	I35W/I494 Interchange Turbine Interchange Improvements - Phase I, S85M plus, Eastbound I494 between France Ave. and I35W (1.4 miles of Auxiliary lane) from the I494/TH62 Congestion Relief Study, \$12.9M	Other: Improvements for the safety, capacity and reducing the bottlenecks for the efficient movement of freight.



April 3, 2018

Honorable Mayor and City Council
City of Sunfish Lake
1 Acorn Drive
Sunfish Lake, MN 55077

Re: 2018 Street Sweeping Proposal
WSB Project No. 011698

Dear Mayor and Council Members:

Staff requested quotes to complete street sweeping and debris pick-up on City streets to be completed one (1) time in the Spring of 2018. Quotes were requested from three companies. The quotes received were as follows:

Mike McPhillips, Inc.....	\$	1,675.00
Curb to Curb, Inc.....	\$	1,000.00
*Reliakor Services.....	\$	895.00

*Quote came in 3 days after request for quotes deadline

Curb to Curb, Inc. is approximately \$250 cheaper this year than their bid last year. Mike McPhillips Inc. has completed this work for the city over the past couple of years, and did an acceptable job, however his bid is \$200 more this year than last year and much higher than Curb to Curb, Inc. Curb to Curb, Inc. is locally owned and located in Shakopee, MN. I spoke to the staff at Curb to Curb and they assured me that they would do a good job for Sunfish Lake.

Based on the significant difference in price, I am recommending Council approve a motion awarding the street sweeping contract to Curb to Curb, Inc. in the amount of \$1,000.00.

Sincerely,

WSB & Associates, Inc.

Jeff Sandberg, PE
City Engineer

Enclosures

Mike
McPHILLIPS, INC.

Commercial Sweeping • Snow Removal • Sewer Cleaning

March 19, 2018

Jeff Sandberg
WSB & Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416

RE: City of Sunfish Lake

Jeff:

I would like to place a bid to sweep the streets in Sunfish Lake, using *Elgin Pelican* sweepers and a dump truck. Bid includes hauling debris off-site.

Amount = \$1,675.00

Thank you for the opportunity to place this bid. A certificate of insurance will be sent upon your request.

Sincerely,

Michael Edge
Vice President

CURB TO CURB, INC.

1480 W 3rd Avenue

Phone 952-405-2440

Fax 952-405-2442

Email: contracts@curbtocurb.com

PROPOSAL

Date

3/21/2018

Estimate #

475

BILL TO:		SITE ADDRESS:	
City of Sunfish Lake Sunfish, MN 55077		Same	
Service	Description	Times	Cost per Time
Street Sweeping	Street Sweeping of Roads in Sunfish Lake, MN	1	1,000.00
*Above work is to be completed in one trip. If there are any vehicles or other obstacles in parking areas that do not allow Curb to Curb, Inc. employees to complete this job entirely. There will be a trip charge of \$95.00 for any return work needed. These prices reflect the base price, costs will increase if it has recently been chip sealed. "ACCEPTANCE: (I) (We) authorize the performance of the work indicated above and agree that the terms and conditions of this contract and any other attachments, if any. By signing, I authorize Curb to Curb, Inc. to perform work at above named location. As part of the Agreement to furnish work at the address listed on the proposal, it is agreed that Curb to Curb will have its insurance extend additional insured status to owners / property manager / tenants as listed above.			

PLEASE SIGN, DATE & EMAIL
contracts@curbtocurb.com

DIRECTOR OF OPERATIONS / DATE

WWW.RELIAKOR.COM

GENERAL TERMS AND CONDITIONS OF THIS CONTRACT

TERM. The term of this Contract shall commence on the date that both Reliakor and Customer have signed on the front side hereof and shall continue until terminated by either party providing written notice to the other party at least thirty (30) days prior to the desired termination date, except that, either party may immediately terminate this Contract in the event of a material breach of the Contract by the other party.

SCOPE OF WORK. Reliakor shall perform for Customer those sweeping, striping and line painting, snow removal, sanding and property maintenance services described on the front side of this contract and Customer shall use Reliakor as its exclusive supplier of such services. Any unique requirements of Customer must be described on the front side hereof. Areas not serviceable at the pre-scheduled time because of vehicles or other obstacles, or at Customer's request, will be serviced at a later date and time arranged by Reliakor and Customer, and an additional charge will be imposed. Whenever additional trips not described in this Contract are required, an additional charge will be imposed.

PRICING. The prices in this Contract have been expressed in one of two ways:

- (a) **HOURLY RATES AND/OR TIME AND MATERIAL.** The price is based on actual hours and/or material used on the job, plus travel, at the rates specified. Reliakor reserves the right to modify rates at any time upon ten (10) days advance written notice to Customer.
- (b) **FIXED RATE AND/OR BID PRICE.** The price is based on the quotation on the front side hereof, or any attachments or amendments. The quoted price may be modified only if Customer's circumstances change such that additions or deletions to the services or materials described will be required.

In the event that Reliakor is delayed in performing its services (such as, waiting for Customer to remove vehicles). Reliakor shall be entitled to invoice Customer at its then current hourly rates for such delay time.

WORK PERMITS, BONDS AND/OR PREVAILING WAGE REQUIREMENTS. Any work permits, bonds and/or prevailing wage requirements that may be required and are not included herein shall be added to the job price.

TERMS OF SALE. The total amount shown on each invoice is due upon receipt of invoice by Customer. A finance charge equal to the lesser of (a) one and one-half percent (1.5%) per month (eighteen percent (18%) per year), or (b) the highest rate allowable under local law, shall be added to any balance which is past due by fifteen (15) or more days. In the event that any amount becomes past due by fifteen (15) or more days, Reliakor, without prejudice to any other remedies available to it, shall have the right to immediately terminate this Contract. In the event this Contract is terminated for any reason, Customer shall pay Reliakor in full for all equipment, materials and services provided to Customer on or prior to the effective date of termination. In the case of wrongful termination by Customer, or termination by Reliakor resulting from a breach by Customer, Customer shall also pay to Reliakor its lost profits. All expenses (including costs and attorneys fees) incurred by Reliakor in connection with the collection of a delinquent account shall be added to the unpaid balance of the account and shall be owed by Customer. A Thirty Dollar (\$30) administrative fee shall be levied by Reliakor on each dishonored Customer check.

TAXES. Customer shall pay (or reimburse Reliakor for), in addition to all other charges specified in this Contract, all taxes and other fees (excluding income taxes payable by Reliakor), howsoever designated, including, but not limited to, excise, sales, use and gross receipts taxes, or amounts legally levied in lieu thereof, based on or measured by charges set forth in this Contract, or on the use of good delivered hereunder, now or hereafter imposed under the authority of a federal, state or local jurisdiction, including any penalties and interest hereon which may arise due to Customer's failure to pay or reimburse Reliakor in a timely manner.

WARRANTY. Reliakor warrants that all work shall be performed in a neat, workmanlike manner and shall comply with industry standards, practices and procedures. EXCEPT AS SET FORTH HEREIN, RELIAKOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL RELIAKOR BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. IN NO EVENT SHALL RELIAKOR'S TOTAL LIABILITY UNDER THIS CONTRACT, INCLUDING LIABILITY WHICH MAY ARISE FROM BREACH OF CONTRACT OR NEGLIGENCE BY RELIAKOR, EXCEED THE STATED CONTRACT PRICE OR, IN THE EVENT OF HOURLY OR TIME AND MATERIAL CONTRACTS, THE TOTAL REASONABLY ESTIMATED ANNUAL BILLINGS.

MECHANICS LIENS. Pursuant to Section 514.011 of the Minnesota Statutes, Customer is hereby advised that:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR COMPANY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT, UNLESS WE GIVE A YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

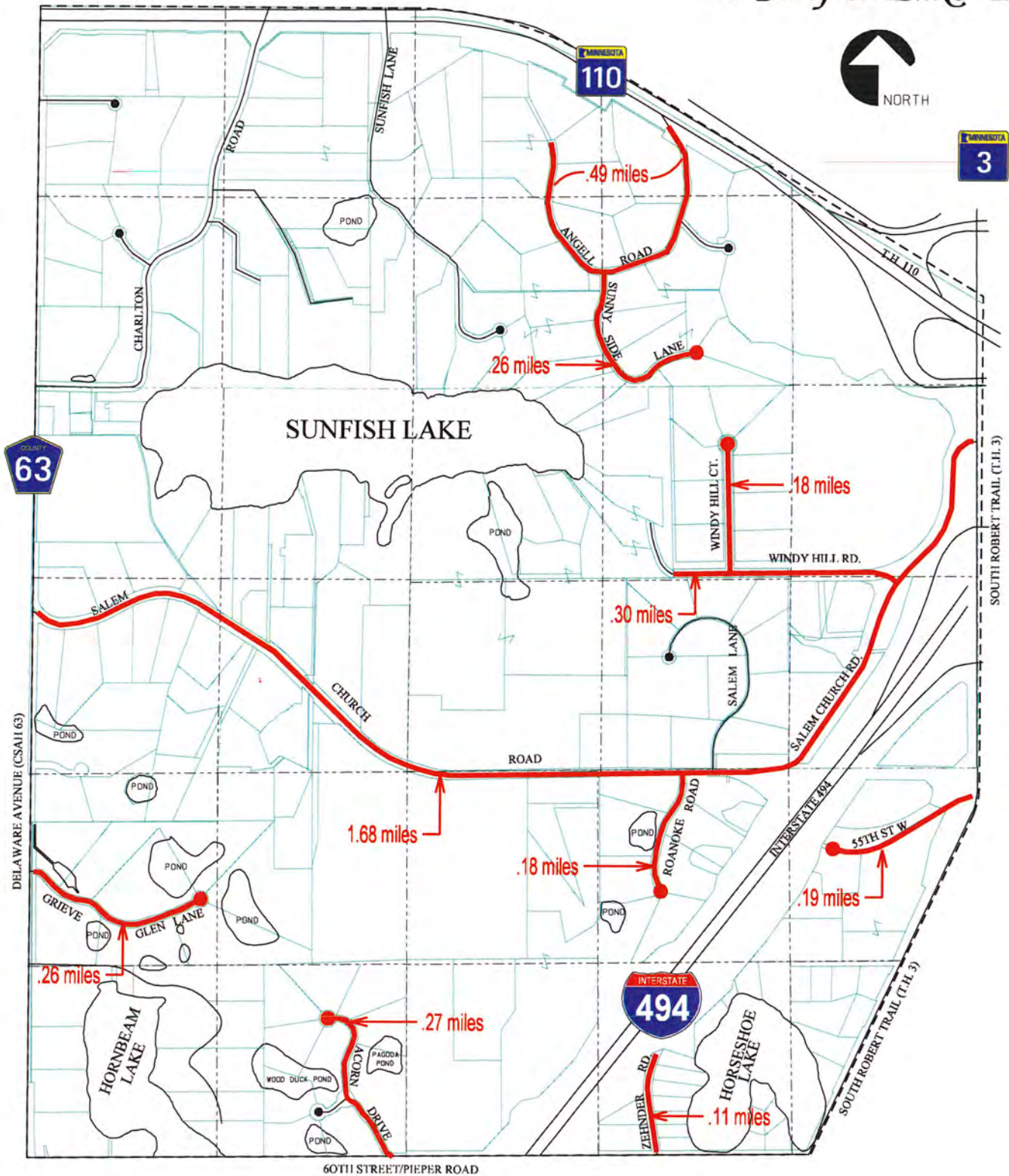
SPECIAL TERMS. The following special terms shall apply to this Contract.

- (a) **SWEEPING.** Any extra sweeping for abnormal conditions that result from lot resurfacing, line painting, construction, lawn debris being dumped in the area to be swept, etc., will be performed at the hourly rate for each respective unit of service used and only upon Customer's request. CUSTOMER REPRESENTS TO RELIAKOR THAT NO DEBRIS ON CUSTOMER'S PREMISES WILL CONTAIN HAZARDOUS SUBSTANCES AND CUSTOMER AGREES TO INDEMNIFY AND HOLD RELIAKOR HARMLESS IN THE EVENT THAT THIS REPRESENTATION IS AT ANY TIME BREACHED.
- (b) **SNOW REMOVAL.** For purposes of this Contract, the snow removal season commences on November 1 and terminates on April 15. All job completion times are estimates and are dependent on time of snowfall and other factors. Snow depth is determined by measurements taken at the job site. Any damage caused by Reliakor during snow removal activities must be reported by Customer to Reliakor within one (1) week following the date on which Customer learns of the damage. Only Reliakor and its agents are authorized to make repairs and Reliakor shall not be liable for the costs of repairs made by other parties. All repairs shall be made as soon as practical following notification by Customer.
- (c) **STRIPING AND PAINTING.** The specific warranty for striping is one (1) year against abnormal peeling, provided that paint has been applied when ground temperature is above 50 degrees Fahrenheit and void of moisture. Customer understands that painted surfaces will be slippery, especially when moisture is present. CUSTOMER SHALL INDEMNIFY AND HOLD RELIAKOR HARMLESS FROM ANY CLAIM ARISING AS A RESULT OF THE SLIPPERY FINISH OF STRIPING OR PAINTING SERVICES PERFORMED FOR CUSTOMER BY RELIAKOR.

INSURANCE. Reliakor maintains in its name appropriate levels of liability, motor vehicle, worker's compensation, and similar insurance coverage's. In the event that Customer requires coverage's other than the standard coverage's maintained by Reliakor, changes to service levels may be required and such changes may result in increased charges to Customer.

MISCELLANEOUS PROVISIONS. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior communications and writings. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by an authorized representative of Reliakor. This Contract shall be governed and construed in all respects in accordance with the laws of the State of Minnesota. Except for a claim for nonpayment of an invoice, invoices or account, any claim or controversy arising out of or relating to this Contract shall be settled by final and binding arbitration held in Bloomington, Minnesota, in accordance with the rules of the American Arbitration Association, and judgment upon any award may be entered in any court hearing having jurisdiction over the claim or controversy. Any claim for nonpayment of an invoice, invoices or account shall be commenced and venued exclusively in the state district courts located in Scott County, Minnesota. The prevailing party, as determined by a majority of arbitrators or the court, shall be entitled to recover from the other party all costs of the arbitration and/or judicial proceeding, including reasonable attorneys' fees, plus Two Hundred Fifty Dollars (\$250) for lost time and productivity. Customer shall not assign its rights or delegate its duties hereunder without the prior written consent of Reliakor.

T.J.L. 110

CITY OF *Sunfish Lake* MINNESOTA

Legend

Street Sweeping Routes

Date: Printed: 3/20/2009
 WSB Filename: T:\001-950-2009 Street Sweeping Routes.dgn

Street Sweeping Routes Sunfish Lake, Minnesota

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 INFRASTRUCTURE • ENGINEERING • PLANNING • CONSTRUCTION