

**CITY OF TONKA BAY**  
**AGENDA**  
**March 24, 2015**  
**7:00 p.m.**

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA

*All matters listed within the Consent Agenda are considered to be routine items to be enacted upon by one motion by the City Council. Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion with no further discussion by the Council. Any item may be removed by any Council Member, staff member or person from the public for separate consideration.*

- A. Regular Meeting Minutes of March 10, 2015
- B. Res No. 15- - Computer Use Policy
- C. Financial Report

5. MATTERS FROM THE FLOOR **Maximum time of five minutes per person\***

6. SPECIAL BUSINESS  
None

7. PUBLIC HEARINGS

8. OLD BUSINESS

9. NEW BUSINESS
  - A. Wells Fargo Lake Minnetonka Half Marathon
  - B. Seal Coat Rock
  - C. Seal Coating
  - D. Manitou Park Striping
  - E. Roadway Striping
  - F. Dehumidifier
  - G. Lime Pit Removal
  - H. Summer Hours – Public Works Department
  - I. MN Warn
  - J. Wellhead
  - K. SLMPD Code Enforcement

10. MATTERS FROM THE FLOOR **Maximum time of five minutes per person\***

11. REPORTS
  - A. Administrator's Report –
  - B. Jeff Anderson - Finance, Fire Lanes and Public Access, Technology
  - C. Elli Ansari – EFD, Sanitation and Recycling, Southshore Community Center
  - D. Jonathan Grothe – Building Inspection, Municipal Buildings and Grounds, LMCC
  - E. Jeff Clapp - Parks and Playgrounds, LMCD, Commercial Marinas, Municipal Docks
  - F. Attorney's Report
  - G. De La Vega - Public Works, SLMPD, Administration

13. ADJOURNMENT

**\*For individuals who wish to address the Council on subjects which are not a part of the meeting agenda. Typically, the Council will not take action on items presented at this time but will refer them to staff for review, action and/or recommendation for future Council action.**



# CITY OF TONKA BAY

## ITEM NO. 4A

### MINUTES TONKA BAY CITY COUNCIL REGULAR MEETING March 10, 2015

1. **CALL TO ORDER**

The regular semi-monthly meeting of the Tonka Bay City Council was called to order at 7:00 p.m.

2. **ROLL CALL**

Members present: Mayor De La Vega, Councilmembers Anderson, Ansari, Clapp and Grothe. Also present were City Attorney Penberthy and Administrative Assistant Clare Link.

3. **APPROVAL OF AGENDA**

Anderson moved to approve the agenda as submitted. Clapp seconded the motion. Ayes 5. Motion carried.

4. **CONSENT AGENDA**

Anderson moved to approve the consent agenda as presented approving:

A. Regular meeting minutes of February 24, 2015  
Ansari seconded the motion. Ayes 5. Motion carried.

5. **MATTERS FROM THE FLOOR**

6. **SPECIAL BUSINESS**

A. **Excelsior Chamber of Commerce – Fireworks Request**

**Martie McGlasson, representing the Excelsior Chamber** was present to discuss their request for fireworks funding for this year's Fourth of July event.

She presented a PowerPoint document outlining why the request for doubling the City's previous donation is being requested. She stated the Chamber is also looking for fundraising ideas.

Clapp asked how many runners were in the race last year. It was noted there were 1800 runners the previous year. Clapp suggested the fee be raised as a start as a fundraising source.

De La Vega suggested e-mail blasts be used to solicit donations. McGlasson stated e-mail blasts are utilized.

De La Vega noted Tonka Bay donates more per capita than Deephaven, Shorewood and Excelsior. He noted the 2015 amount is already budgeted and set. He stated an increase could not be considered until budget time in the summer. He explained how the money from Tonka Bay is used for police services for the event. McGlasson suggested the amount be increased that is given for police services.

Ansari asked who makes up the difference in the cost of the fireworks. McGlasson stated there are also commercial sponsors of the event.

Clapp urged staff to be sure to link the Chamber of Commerce donation request on the City's website. McGlasson was urged to talk to Link about website and newsletter possibilities.

**Anderson moved to contribute \$1500 for needed police patrols for the 2015 Fourth of July event. Clapp seconded the motion. Ayes 5. Motion carried.**

7. **PUBLIC HEARINGS**

None

8. **OLD BUSINESS**

A. **Computer Use Policy**

Grothe suggested a change to the first sentence under Hardware. The new sentence will read: In general, the City will provide the hardware required for the City Council to perform its job duties.

De La Vega suggested a change to the second paragraph under Hardware. The new paragraph will read: The City will supply electronic devices to City Councilmembers. City Councilmembers are responsible for the proper use and care of this equipment. The remainder of the paragraph will be deleted.

De La Vega suggested a change under Software in the next paragraph: The word "should" will be replaced with "will".

Under Security, spacing errors will be corrected and a bullet point added before the sentence: Passwords should not be shared or told to other staff.

De La Vega asked if the policy should be brought back again for another

review. Penberthy agreed stating it could be brought back under the Consent Agenda.

9. **NEW BUSINESS**

A. **Commercial Marina License Renewals**

De La Vega reviewed the annual request for commercial marina license renewals.

**Anderson moved to approve the 2015 commercial marina license renewals as submitted. Clapp seconded the motion. Ayes 5. Motion carried.**

B. **Plant Place – Seasonal Sales Permit at Tonka Village**

**Jim Schroer, Plant Place** was present to discuss the Plant Place permit request at Tonka Village. He gave a brief background of his years in business.

De La Vega stated he did not know of any issues at the site. Schroer noted it will be much the same setup as the previous use but a smaller greenhouse. He stated signage will only be on the greenhouse.

**Anderson moved to approve the request for a seasonal sales permit for the Plant Place at Tonka Village Shopping Center. Grothe seconded the motion. Ayes 5. Motion carried.**

10. **MATTERS FROM THE FLOOR**

None

11. **REPORTS**

A. **Administrator** – Link reported road restrictions will be in place beginning Wednesday, March 11. She also reported all the municipal docks have been rented for the season.

B. **Anderson - Finance, Fire Lanes and Public Access, Technology** – no report

C. **Ansari – EFD, Sanitation and Recycling, Southshore Community Center** – no report

D. **Grothe – Building Inspection, Municipal Buildings and Grounds, LMCC** – no report

E. **Clapp - Parks and Playgrounds, LMCD, Commercial Marinas, Municipal Docks** – no report

F. **Attorney's Report** – no report

- G. De La Vega - Public Works, SLMPD, Administration – De La Vega reported on his meeting with the Interim Police Chief.

12. **ADJOURNMENT**

**There being no further business, it was moved by Anderson to adjourn the meeting at 7:36 p.m. Clapp seconded the motion. Ayes 5. Motion carried.**

Attest:

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Clerk

**CITY OF TONKA BAY  
ITEM NO. 4B**

**RESOLUTION NO. 15-05**

**A RESOLUTION APPROVING THE EXPENDITURE OF PUBLIC FUNDS FOR  
THE PURCHASE OF ELECTRONIC EQUIPMENT TO FACILITATE THE  
CONDUCT OF CITY BUSINESS, AUTHORIZING AND RATIFYING THE  
TRANSFER OF OWNERSHIP OF IPAD AIR TABLETS TO CITY  
COUNCILMEMBERS AND ESTABLISHING A USE POLICY FOR SAID  
EQUIPMENT**

WHEREAS, the City of Tonka Bay is a municipal corporation, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City Council of the City of Tonka Bay has purchased electronic equipment for the purpose of facilitating the efficient and cost effective conduct of city business by staff and the City Council; and

WHEREAS, the ownership of Apple iPad Air tablet devices purchased by the City has been transferred to members of the City Council for the above purpose; and

WHEREAS, the City Council desires to adopt a computer use policy for use of the Apple iPad Air tablets by the city councilmembers; and

WHEREAS, the City Council, following presentation and consideration of staff reports, and having considered said reports, files and records material to this matter, makes the following findings of fact and conclusions:

1. The expenditure of public funds for the purchase by the City of Apple iPad Air tablets and transfer of ownership of those tablets to city councilmembers is for the public purpose of facilitating the conduct of public business.
2. The expenditure and transfer of ownership will benefit the City of Tonka Bay community as a body.
3. The expenditure and transfer of ownership are directed to the functions of government.
4. The expenditure and transfer of ownership do not have as their primary objectives the benefit of a private interest.
5. The expenditure and transfer of ownership promote the public health, safety, general welfare, security, prosperity and contentment of residents of the City of Tonka Bay.

6. The adoption of the City of Tonka Bay Computer Use Policy is intended to ensure that the use of the iPad Air tablets by city councilmembers serves and accomplishes the above public purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tonka Bay, Hennepin County, Minnesota that the City Council hereby approves and ratifies the expenditure of public funds for the purchase by the City of iPad Air tablets and transfer of ownership of those tablets to city councilmembers for the public purpose of facilitating the conduct of public business.

BE IT FURTHER RESOLVED, that the City of Tonka Bay Computer Use Policy attached hereto as Exhibit A and made a part hereof, is hereby adopted.

PASSED AT A REGULAR MEETING of the Tonka Bay City Council this 10th day of March, 2015.

Motion introduced by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Roll call vote:

Ayes –

Nays –

Absent –

\_\_\_\_\_  
Gerry De La Vega, Mayor

ATTEST:

\_\_\_\_\_  
Joseph Kohlmann, Clerk/Administrator

# City of Tonka Bay Computer Use Policy – Exhibit A

## **General Information**

This policy serves to protect the security and integrity of the City's electronic communication and information systems by ensuring that said systems are used for a public purpose.

Computers and related equipment used by the City Council are property of the City Councilmembers. The City has purchased electronic devices for the City Council for the purpose of enhanced electronic communication with the City. Councilmembers are being provided City communications electronically and will use tablets for this purpose.

## **Personal Use**

The City recognizes that some personal use of computers and related equipment will likely occur.

Reasonable, incidental personal use of computers and software (e.g., word processing, spreadsheets, email, Internet, etc.) is allowed but should never preempt or interfere with the conduct of public business. All use of computers and software, including personal use, must adhere to provisions in this policy, including the following:

- City Councilmembers shall not connect personal peripheral tools or equipment (such as printers, digital cameras, disks, USB drives, or flash cards) to City-owned systems, without prior approval from the City Administrator. If permission to connect these tools/peripherals is granted, the Councilmember must follow provided directions for protecting the City's computer network.
- Personal files should not be stored on City computer equipment. This also applies to personal media files, including but not limited to mp3 files, wav files, movie files, iTunes files, or any other file created by copying a music CD, DVD, or files from the Internet. The City Administrator will delete these types of files if found on the network, computers, or other City-owned equipment. Exceptions would be recordings for which the City has created, owns, purchased, or has a license.
- City equipment or technology shall not be used for personal business interests, for-profit ventures, political activities, or other uses deemed by the City Administrator to be inconsistent with City activities. If there is any question about whether a use is appropriate, it should be forwarded to the City Administrator for a determination.

## **Hardware**

In general, the City will provide the hardware required for the City Council to perform its job duties. Requests for new or different equipment should be made to the City Administrator.

The City will supply electronic devices to the City Councilmembers. City Councilmembers are responsible for the proper use and care of this equipment.

## **Software**

In general, the City will not provide software for Councilmembers. Software will be purchased at the discretion of the City Councilmember.

***Electronic Mail:*** The City Councilmember shall provide an email address for work-

related use.

City Council emails (including those that are personal in nature) may be considered public data for both e-discovery and information requests and may not be protected by privacy laws.

City Councilmembers must adhere to these email guidelines:

Never transmit an email that you would not want city officials, or the media to read or publish (e.g., avoid gossip, personal information, swearing, etc.).

- Use caution or avoid corresponding by email on confidential communications (e.g., letters of reprimand, correspondence with attorneys, medical information).
- Do not open email attachments or links from an unknown sender. Delete junk or "spam" email without opening it if possible. Do not respond to unknown senders.
- Do not use harassing language (including sexually harassing language) or any other remarks, including insensitive language or derogatory, offensive, or insulting comments or jokes.

***Electronic Calendars:*** A shared calendar environment may be provided as part of the City's email software program.

***Instant Messaging:*** Due to data retention concerns, the City does not provide City Councilmembers with resources or tools to communicate by instant messaging (IM) when conducting City business.

***Personal Devices:*** City Councilmembers may choose to use their own equipment to read or compose email or other City data as governed in this policy. Councilmembers understand that by connecting their personal equipment to the City's server, their personal devices could be searched during an e-discovery or other court-ordered scenarios, and agree to grant access to their personal devices should such a situation arise.

## **Security**

***Passwords:*** City Councilmembers are responsible for maintaining computer/network passwords and must adhere to these guidelines:

- Passwords should not be shared or told to other staff.
- Passwords should not be stored in any location on or near the computer, or stored electronically such as in a cell phone or other mobile device.

***Network access:*** Non-City-owned computer equipment used in the City's building should only use the wireless connection to the Internet. Under no circumstances should any non-

City-owned equipment be connected to the City's computer network via a network cable.

Personal computer equipment may not be connected to the City's network without prior approval of the City Administrator. Personal equipment may be subject to password requirements or other electronic security measures as determined by the City Administrator.

### **Internet**

The following considerations apply to all uses of the Internet:

- Information found on the Internet and used for City work must be verified to be accurate and factually correct.
- Reasonable personal use of the Internet is permitted. City Councilmembers may not at any time access inappropriate sites. Some examples of inappropriate sites include but are not limited to adult entertainment, sexually explicit material, or material advocating intolerance of other people, races, or religions. If you are unsure whether a site may include inappropriate information, you should not visit it.
- If a City Councilmember's use of the Internet is compromising the integrity of the City's network, the City Administrator may temporarily restrict that Councilmember's access to the Internet. If the City Administrator does restrict access, he will notify the Councilmember as soon as possible, and work with the Councilmember to rectify the situation.

### **Data Retention**

*Storing and Transferring Files:* If you are unsure whether an email or other file is a government record for purposes of records retention laws or whether it is considered protected or private, check with the City Administrator. If you are unsure how to create an appropriate file structure for saving and storing electronic information, contact the City Administrator.

### **City Councilmember signature**

I have received and read the above policy and have had an opportunity to ask any questions. I understand that my failure to follow this policy may result in disciplinary action, including revocation of system privileges.

(Print Councilmember Name)

(Councilmember Signature)

(Date)

# CITY OF TONKA BAY ITEM NO. 4C

City of Tonka Bay

## FINANCIAL REPORT February 28, 2015

FUND#	FUND NAME	4M Fund		Managed Investments		FUND BALANCE
		0.02% CHECKING	0.05% SAVINGS	0.02% SAVINGS	CD's	
101	General Fund	218,607.45	3,470.90	97,883.38	197,850.00	517,811.73
301	Woodpecker Ridge Road Fund	0.00				0.00
406	Southshore Comm Ctr Fund	3,834.00				3,834.00
407	Park Fund	1,631.92	0.00			1,631.92
408	Manitou Seawall Fund	2,727.55				2,727.55
409	Capital Improvement Fund	69,570.76				69,570.76
411	Water/Sewer Reserve Fund	236,335.19	9,857.14	1,697.70	294,000.00	541,890.03
601	Water Operating Fund	65,088.40				65,088.40
602	Sewer Operating Fund	226,054.86	5,670.63	1,411.51	205,600.00	438,737.00
603	Garbage Fund	94,885.02			25,425.00	120,310.02
609	Liquor Store Fund	(3,972.32)		105,729.49	205,000.00	306,757.17
617	Municipal Dock Fund	143,818.14			127,125.00	270,943.14
651	Storm Water Drainage Fund	90,788.52				90,788.52
652	Recycling Fund	(23,751.05)				(23,751.05)
653	Antenna Fund	97,515.32				97,515.32
654	PEG Fund	4,508.17				4,508.17
		<b>1,227,641.93</b>	<b>18,998.67</b>	<b>206,722.08</b>	<b>1,055,000.00</b>	<b>2,508,362.68</b>

Current interest rate

**INVESTMENTS**  
February 28, 2015

DUE DATE	FUND	CUSIP	LOCATION	AMOUNT	INTEREST RATE
7/25/2016	Sewer Fund-602	38143AXJ9	UBS CD-Goldman Sachs Bank NY	200,000.00	1.40
8/3/2017	Water/Sewer Reserve-411	36160NQX0	UBS CD-GE Cap Retail	150,000.00	1.75
8/3/2017	Liquor Fund-609	36160NQX0	UBS CD-GE Cap Retail	75,000.00	1.75
7/20/2018	Gen Fund-101	36160WS59	UBS CD-GE Capital Fin UT	100,000.00	2.00
7/20/2018	Liquor Fund-609	36160WS59	UBS CD-GE Capital Fin UT	100,000.00	2.00
12/5/2018	Gen Fund-101	8562843F9	UBS CD-State Bank of India	87,875.00	2.00
12/5/2018	Dock Fund-617	8562843F9	UBS CD-State Bank of India	127,125.00	2.00
12/10/2019	Gen Fund-101	17284C5S9	UBS CD-Cit Bank UT	9,975.00	2.15
12/10/2019	Water/Sewer Reserve-411	17284C5S9	UBS CD-Cit Bank UT	144,000.00	2.15
12/10/2019	Sewer Fund-602	17284C5S9	UBS CD-Cit Bank UT	5,600.00	2.15
12/10/2019	Garbage Fund-603	17284C5S9	UBS CD-Cit Bank UT	25,425.00	2.15
12/10/2019	Liquor Fund-609	17284C5S9	UBS CD-Cit Bank UT	30,000.00	2.15
	<b>Timed Investments</b>			<b>1,055,000.00</b>	
	General Fund-101		Money Market Acct-4MP	3,470.90	0.05
	Water/Sewer Reserve-411		Money Market Acct-4MP	9,857.14	0.05
	Sewer Operating-602		Money Market Acct-4MP	5,670.63	0.05
	General Fund-101		UBS Select Prime	97,883.38	0.02
	Water/Sewer Reserve-411		UBS Select Prime	1,697.70	0.02
	Sewer Operating-602		UBS Select Prime	1,411.51	0.02
	Garbage Fund-603		UBS Select Prime	0.00	0.02
	Liquor Fund-609		UBS Select Prime	105,729.49	0.02
	Dock Fund-617		UBS Select Prime	0.00	0.02
	<b>Cash available for Investments</b>			<b>225,720.75</b>	
	<b>Timed Investments &amp; Cash Total</b>			<b>1,280,720.75</b>	

**CITY OF TONKA BAY**  
**Accounts Payable Verified Accounts**  
**March 24, 2015**

Date	Check	Payee	Description	Amount	General	602 Sewer	601 Water
3/5/2015	3465-3472	PR05 Wages	Payroll from 02/16/2015 to 03/01/2015	9,619.99	5,387.19	2,020.20	2,212.60
3/5/2015	860826e	FIT	Payroll from 02/16/2015 to 03/01/2015	3,947.81	2,210.77	829.04	908.00
3/5/2015	925056e	SIT	Payroll from 02/16/2015 to 03/01/2015	683.96	383.02	143.63	157.31
3/5/2015	321963e	PERA	Payroll from 02/16/2015 to 03/01/2015	1,958.19	1,096.59	411.22	450.38
3/5/2015	030415e	Voya - MSRS	Payroll from 02/16/2015 to 03/01/2015	125.00	125.00		
3/5/2015	030515e	Natonwide	Payroll from 02/16/2015 to 03/01/2015	175.00	175.00		
3/5/2015	20036	AmeriPride Linen	uniforms	89.70	44.84		22.43
3/5/2015	20037	Carquest	battery, alternator, def, air filter	302.95	295.60	3.67	3.68
3/5/2015	20038	DPC Industries	water plant chemicals	805.21			805.21
3/5/2015	20039	DTS	computer support and annual virus protection	620.40	620.40		
3/5/2015	20040	EF Anderson	street signs	177.53	177.53		
3/5/2015	20041	Gopher State One Call	locates	5.80		2.90	2.90
3/5/2015	20042	Home Depot	wire connectors	2.97	2.97		
3/5/2015	20043	Integra Telecom	telephone	141.10	141.10		
3/5/2015	20044	Marie Jenson	2015 Feb janitorial service	180.66			39.56
3/5/2015	20045	Lano Equipment	switch for strobe light	220.00	220.00		
3/5/2015	20046	League of MN Cities	2015 Stormwater Coalition	37.03	37.03		
3/5/2015	20048	Mediacom	online service 02/22-03/21/15	410.00	410.00		
3/5/2015	20049	Midway Ford	2015 Ford F350 pickup	54.95	54.95		
3/5/2015	20050	Minnesota Pipe & Equipment	gate valve for clarifier	26,013.18	26,013.18		225.00
3/5/2015	20051	MN Teamster No 320	2015 Mar union dues	138.00	138.00		
3/5/2015	20052	Office Depot	ink for printer	58.53	58.53		
3/5/2015	20053	Kenneth Potts	2015 Feb prosecution services	833.33	833.33		
3/5/2015	20054	Praxair Distribution	water plant chemicals	616.77	69.16		547.61
3/5/2015	20055	SA Fleet	2015 Feb fuel	716.61	358.31	179.15	179.15
3/5/2015	20056	SLMPD	2015 Mar operating expenses	27,557.00	27,557.00		
3/5/2015	20057	USA Blue Book	test lead kit	94.43		47.21	47.22
3/5/2015	20058	Verizon Wireless	telephone	119.11	10.07	86.47	22.57
3/5/2015	20059	Water Conservation Service	leak locate - Brentwood Ave	390.25			390.25
3/5/2015	20060	Xcel Energy	utilities	239.24	239.24		
3/12/2015	20061	LICENSEMYSOFTWARE.NET	Adobe Acrobat Pro X1 perpetual license - 1 user	369.00	369.00		
3/19/2015	207424e	MN Dept of Revenue	2015 Feb sales & use tax	1,426.00	1,054.00		372.00
3/19/2015	20062	A-1 Minnetonka Rental	lp tank fill, dock numbers	20.97	20.97		
3/19/2015	20063	AmeriPride Linen	uniforms	59.80	29.90	14.95	14.95
3/19/2015	20064	Anchor Scientific	float for cleanwell	34.00			34.00
3/19/2015	20065	BCBS	2015 Apr health insurance	5,032.44	5,032.44		
3/19/2015	20066	Biffs	Manitou Park Rink	92.50	92.50		
3/19/2015	20067	CenterPoint Energy	utility	1,028.29	233.41		794.88
3/19/2015	20068	CenturyLink	telephone	66.00	22.00	22.00	22.00
3/19/2015	20069	Excelsior Postmaster	2015 Qtr1 Newsletter	175.46	140.36	17.55	17.55
3/19/2015	20070	HealthPartners	2015 Apr dental insurance	379.08	379.08		
3/19/2015	20071	Henn Co Information Technology	2015 Feb radio fleet fee	31.82	31.82		
3/19/2015	20072	Henn Co Public Works	2015 Feb henn co swm fee report	973.31	973.31		
3/19/2015	20073	LMCD	2015 Qtr1 levy	3,006.00	3,006.00		
3/19/2015	20074	MAMA	2015 membership Joe Kohlmann	45.00	45.00		
3/19/2015	20075	Metro Council Environmental	2015 Apr wastewater service	15,424.42	15,424.42		1,098.00
3/19/2015	20076	MN Dept of Health	2015 Qtr1 water service connection fee	1,098.00	48.00		
3/19/2015	20077	MN NCPERS Group Life	2015 Apr-Jun life insurance	48.00			
3/19/2015	20078	MN Pollution Control Agency	pump workshop - Schallberg and Wegner	120.00		120.00	
3/19/2015	20079	Navarre True Value	hardware and misc	74.68	34.69	39.99	
3/19/2015	20080	Penberthy Law Office	2015 Feb legal service	1,538.00	1,538.00		
3/19/2015	20081	Praxair Distribution	water plant chemicals	226.32			226.32

CITY OF TONKA BAY  
Accounts Payable Verified Accounts  
March 24, 2015

Date	Check	Payee	Description	Amount	General	Sewer	601 Water
3/19/2015	20082	Republic Services	2015 Feb service	10,551.98	10,551.98		
3/19/2015	20084	Storms Welding & Mfg	tool box for chainsaw equip	225.81	225.81		
3/19/2015	20085	Sun Life	2015 Apr life insurance	66.25	66.25		
3/19/2015	20086	Twin City Water Clinic	2015 Feb water testing	35.00			35.00
3/19/2015	20088	WSB & Associates	2015 Jan planning & engineering service	2,093.75	2,093.75		
3/19/2015	20089	Xcel Energy	utility	2,033.22	1,429.98	587.46	15.78
3/19/2015	20090	Zacks Industrial Cleaning	street & sewer supplies	163.45	147.70	15.75	
	FLEX	FLEX	TOTAL PAID	238.08	238.08	4,563.62	8,644.35
			Reimbursements from Employee Flex Funds	123,095.23	109,887.26		

BILLS DUE

None

TOTAL TO BE PAID:

0.00      0.00      0.00      0.00

# Memo

**To:** Honorable Mayor and City Council  
**From:** Joe Kohlmann, City Administrator  
**Date:** March 24, 2015  
**Re:** Wells Fargo Lake Minnetonka Half Marathon

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The Wells Fargo Lake Minnetonka Half Marathon has requested approval for their annual run on Sunday, May 4. This is the seventh year they have requested a formal approval from Tonka Bay. We do not have a set procedure for this type of request, such as a special event permit, but in the past the City Council has successfully handled requests on a case-by-case basis.

In the attached letter it explains the event begins at 8:00 am and travels through Tonka Bay. A map is also attached showing the race route. They are requesting to use the service road in front of City Hall as a water stop. This has worked very well in previous years, and they did not interfere with any boat rental traffic accessing the marina. A portion of the race proceeds will be contributed to lake area community organizations. There were no complaints received the past six years.

**Suggested Action:**

Motion to approve the Lake Minnetonka Wells Fargo Half Marathon event on May 3, 2015.



RECEIVED

MAR 11 2015  
CITY OF TONKA BAY

March 3, 2015

City of Tonka Bay  
4901 Manitou Road  
Tonka Bay, MN 55331

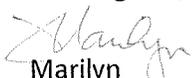
TO: Clare T. Link, City Administrative Assistant  
FROM: Marilyn Franzen, Partner, Podium Sports Marketing  
RE: 34<sup>th</sup> Annual Wells Fargo Lake Minnetonka Half Marathon

Hello Clare!

The 35<sup>th</sup> running of the Wells Fargo Lake Minnetonka Half Marathon will take place on Sunday, May 3, 2015. The same route starting in Wayzata and finishing in Excelsior will be used. The run starts at 8:00 a.m. The fastest runners will finish their race and be in Excelsior by 9:15 a.m. (fast!!) and the slowest joggers/walkers at roughly 11:45 a.m.

We appreciate the city of Tonka Bay's approval over all these many years! Please let me know if there are any issues or questions.

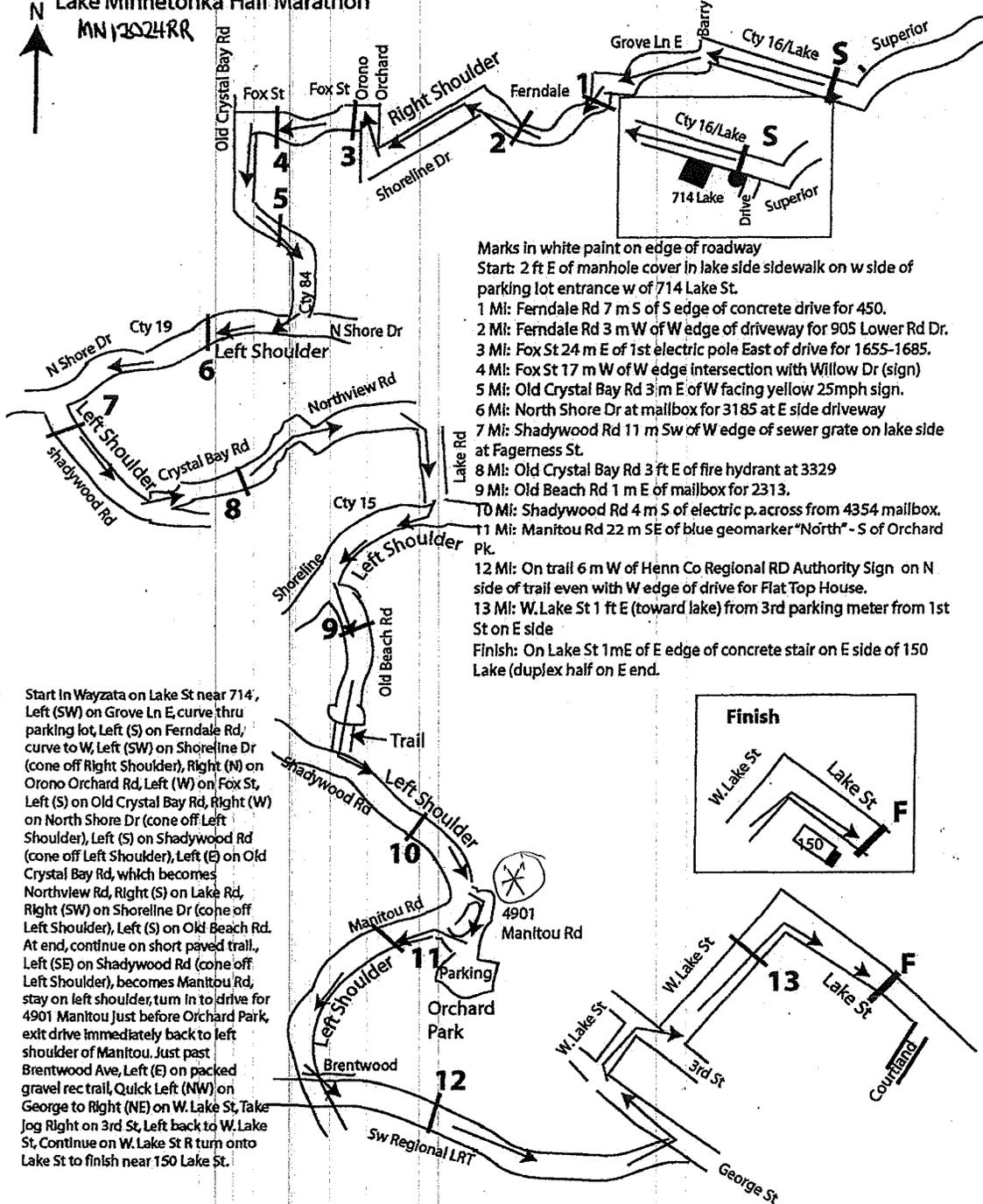
Kind regards,

  
Marilyn  
612.747.5019

*P.S. Map route enclosed!*

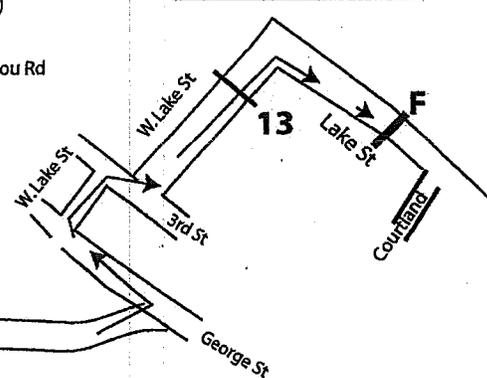
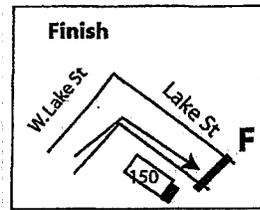
14150 Northdale Boulevard, Rogers, MN 55372  
podiumsportsmarketing.com

EFFECTIVE 4-19-12-12-31-22  
**Lake Minnetonka Half Marathon**  
**MN 13024RR**



- Marks in white paint on edge of roadway
- Start: 2 ft E of manhole cover in lake side sidewalk on w side of parking lot entrance w of 714 Lake St.
  - 1 Mi: Ferndale Rd 7 m S of S edge of concrete drive for 450.
  - 2 Mi: Ferndale Rd 3 m W of W edge of driveway for 905 Lower Rd Dr.
  - 3 Mi: Fox St 24 m E of 1st electric pole East of drive for 1655-1685.
  - 4 Mi: Fox St 17 m W of W edge intersection with Willow Dr (sign)
  - 5 Mi: Old Crystal Bay Rd 3 m E of W facing yellow 25mph sign.
  - 6 Mi: North Shore Dr at mailbox for 3185 at E side driveway
  - 7 Mi: Shadywood Rd 11 m Sw of W edge of sewer grate on lake side at Fagerness St.
  - 8 Mi: Old Crystal Bay Rd 3 ft E of fire hydrant at 3329
  - 9 Mi: Old Beach Rd 1 m E of mailbox for 2313.
  - 10 Mi: Shadywood Rd 4 m S of electric p. across from 4354 mailbox.
  - 11 Mi: Manitou Rd 22 m SE of blue geomarker "North" - S of Orchard Pk.
  - 12 Mi: On trail 6 m W of Henn Co Regional RD Authority Sign on N side of trail even with W edge of drive for Flat Top House.
  - 13 Mi: W. Lake St 1 ft E (toward lake) from 3rd parking meter from 1st St on E side
  - Finish: On Lake St 1 m E of E edge of concrete stair on E side of 150 Lake (duplex half on E end).

Start in Wayzata on Lake St near 714, Left (SW) on Grove Ln E, curve thru parking lot, Left (S) on Ferndale Rd, curve to W, Left (SW) on Shoreline Dr (cone off Right Shoulder), Right (N) on Orono Orchard Rd, Left (W) on Fox St, Left (S) on Old Crystal Bay Rd, Right (W) on North Shore Dr (cone off Left Shoulder), Left (S) on Shadywood Rd (cone off Left Shoulder), Left (E) on Old Crystal Bay Rd, which becomes Northview Rd, Right (S) on Lake Rd, Right (SW) on Shoreline Dr (cone off Left Shoulder), Left (S) on Old Beach Rd. At end, continue on short paved trail., Left (SE) on Shadywood Rd (cone off Left Shoulder), becomes Manitou Rd, stay on left shoulder, turn in to drive for 4901 Manitou just before Orchard Park, exit drive immediately back to left shoulder of Manitou. Just past Brentwood Ave, Left (E) on packed gravel rec trail, Quick Left (NW) on George to Right (NE) on W. Lake St, Take Jog Right on 3rd St, Left back to W. Lake St, Continue on W. Lake St R turn onto Lake St to finish near 150 Lake St.



# Memo

**To:** Mayor and Tonka Bay City Council  
**From:** Robin Bowman Public Works Superintendent  
**CC:** Joe Kohlmann City Administrator  
**Date:** March 24<sup>th</sup>, 2015  
**Re:** Quotes for 2015 Seal Coat Rock

---

As part of the Seal Coat Project we need will a quantity of 300 ton of rock. This cost has gone up from \$27.60 and the year before \$25.34

Three quotes were received for the rock and hauling:

<u>COMPANY</u>	<u>COST Per Ton</u>
Martin Marietta Aggregates	\$29.95
Dresser Trap Rock, Inc.	\$45.85
Minnesota Roadways Company	\$35.00

**ATTACHMENTS:**

- Proposal from Martin Marietta Aggregates
- E-mail response from Dresser Trap Rock, Inc.
- E-Mail response from Minnesota Roadways Co.

**Source of Funds.**

The 2015 budget for street CIP is \$62,540.00 Of this amount, \$42,540.00 has been identified for seal coating. That leaves use with \$20,000.00 for Seal coat chips, striping and patching. Take the \$8,985.00 out of the \$20,000.00 and we have \$11,015.00 for striping and patching.

The seal coat rock for this year cost is \$ 8,985.00. The seal coat bids to place emulsion, putting the rock on the streets, sweeping the rock up with traffic control \$38,452.40 Collectively, the project is at \$51,525.00.

**ACTION REQUESTED**

Motion to approve the low quote from Martin Marietta Aggregates in the amount of \$29.95 a ton delivered.

St. Cloud Quarry  
P.O. Box 69  
St. Cloud, MN, 56302  
Ph. (320) 251-7141  
FAX (320) 229-5847

Date 2/13/2015  
Bid Date \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

**TO: City Of Tonka Bay Att. Robbin Bowman**

**PROJECT(S): Tonka Bay Seal Coat 2015**

**AWARDING BODY:**

**LOCATION OF WORK: Tonka Bay**

**DELIVERY SITE: FOB Quarry**

MATERIAL DESCRIPTION	APPROXIMATE TONS	MATERIAL PRICE PER TON (*SEE NOTE BELOW)	TRANSPORTATION CHARGES PER TON	TOTAL CHARGES PER TON
1/4" Washed Chlps		\$17.95	\$12.00	\$29.95
			FOB Quarry	\$0.00
			FOB Quarry	\$0.00
			FOB Quarry	\$0.00

**QUOTE MUST BE SIGNED AND RETURNED TO GUARANTEE PRICE & AVAILABILITY**

Dresser Trap Rock

\_Robin our 1/4" chip price this year is \$30.60 per ton and an estimated freight rate would be around \$15.25 per ton so around \$45.85 per ton delivered plus sales tax. We would need to know how much material you would need to put it into our production plan.

Joe Winkel  
Vice President/Marketing  
Dresser Trap Rock  
800-537-3573  
c 612-751-7549

Minnesota Roadways Company

Hi Robin,  
¼" FA-2 granite chips delivered will be \$35.00 per ton.

Tom Underdahl  
President

Minnesota Roadways Company  
4370 Valley Ind. Blvd. S.  
Shakopee, MN 55379  
Office: 952-496-2651 Fax: 952-496-2522  
Mobile: 612-867-4658 Email: [TomU@mnroadways.com](mailto:TomU@mnroadways.com)

# Memo

To: Mayor and Council  
From: Robin Bowman / Public Works Superintendent  
CC: Joe Kohlmann / City Administrator  
Date: March 24<sup>th</sup>, 2015  
Re: Quotes for 2015 Seal Coating

---

Three out of the four proposals came back for the 2015 Seal Coat project for the city Tonka Bay & one was later than the posted deadline. The low proposal was received from Allied Blacktop amount of \$38,452.40 or \$1.24 a square yard, up a nickel over last year.

<u>Seal Coating</u>	<u>Cost</u>
• Allied Blacktop	\$38,452.40
• Astec Corp.	No response
• Pearson Brothers Inc	\$51,166.50
• Minnesota Roadways Co.	\$59,020.00

**Source of Funds.**

The 2015 budget for street CIP is \$62,540.00 Of this amount, \$42,540.00 has been identified for seal coating. That leaves use with \$20,000.00 for Seal coat chips, striping and patching.

The seal coat rock for this project if a approved will be purchased directly from the aggregate company at a cost of \$ 8,985.00.

The seal coat bids being presented today represent the asphalt emulsion, putting the rock on the streets, sweeping the rock up and traffic control. Collectively, the project is at \$ 51,525.00.

The project as identified in the specifications must be completed by July 31, 2015 Weather pending

**Council Action Requested:**

Consider a motion to approve the low quote from Allied Blacktop at the cost of \$38,452.40



City of Tonka Bay  
4901 Manitou Road  
Tonka Bay, MN 55331

2015

# Chip Seal Project

City of Tonka Bay

Prepared By:  
Robin Bowman  
Public Works Superintendent  
City of Tonka Bay  
4901 Manitou Road  
Tonka Bay MN 55331  
952-474-2947  
952-474-6538 (fax)  
[rbowman@cityoftonkabay.net](mailto:rbowman@cityoftonkabay.net)

Asphalt seal coating is a surface treatment designed to seal and protect the asphalt pavement from harmful environmental conditions such as sunlight, rain, and snow. The seal coat prohibits water from infiltrating through the pavement and deteriorating the base of materials beneath the pavement. However, the seal coating will not correct any existing issues with the material below the asphalt. Surface treatments work well where the distresses are limited to pavement surface deterioration or where cracks are minor.

The current seal coat products are designed to last between five to eight years with weather conditions driving the variation in its lifespan.

**CITY OF TONKA BAY  
2015 BITUMINOUS SEAL COATING OF STREETS  
REQUEST FOR QUOTES**

NOTICE IS HEREBY GIVEN that quotes will be received at the City Clerk's Office at Tonka Bay City Hall, 4901 Manitou Road, Tonka Bay MN 55331 until \_\_\_\_\_. Said quote is for the furnishing and placement of Bituminous Material and all labor for the placement of owner furnished seal coat aggregate as well as sweeping before and after per MNDOT specs S-142.2 MATERIALS.

Placement by contractor 300 tons furnished by the city 1/4" with fines grey granite seal coat aggregate  
31,010 QY Contractor furnished CRS – 2P bituminous material for seal coat

The quotes must be submitted on the quote form provided in accordance with the contract documents, plans and specifications as prepared by the City of Tonka Bay which are on file with the City Clerk of the City of Tonka Bay.

**"QUOTE FOR 2015 BITUMINOUS SEAL COATING OF STREETS"** and filed with the City Clerk of the City of Tonka Bay and accompanied by a cashier's check, payable to the City of Tonka Bay for 5% of the amount of the quote to be forfeited as liquidated damages in the event the quote is accepted and should you fail to enter promptly into a written contract and furnish the required bonds.

The City of Tonka Bay reserves the right to reject any and all quotes.

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ by and between City of Tonka Bay (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**CITY OF TONKA BAY  
2015  
BETWEEN CITY OF TONKA BAY  
AND  
\_\_\_\_\_  
FOR**

---

**ARTICLE 2. CONTRACT TIME**

- 2.1 The work will be completed by July 31, 2015 weather pending.
- 2.2 **Liquidated Damages** – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 2.1 above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Two Hundred Dollars (\$200) for each day that expires after the time specified in paragraph 2.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Hundred Dollars (\$100) for each day that expires after the time specified in paragraph 2.1 for completion and readiness for final payment.

**ARTICLE 3. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 3.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data".
- 3.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in Triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2015.

OWNER:  
CITY OF TONKA BAY

CONTRACTOR:  
\_\_\_\_\_

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_

(Corporate Seal)

(Corporate Seal)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:  
4901 Manitou Road  
Tonka Bay MN 55331

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

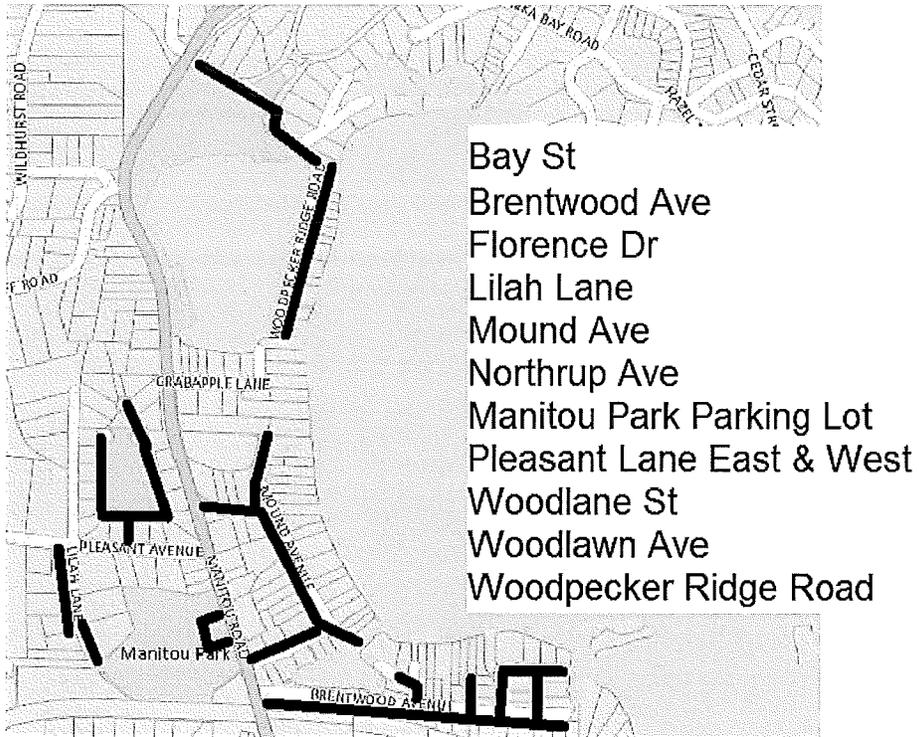
(If OWNER is a public body, attach  
evidence of authority to sign and  
resolution or other documents  
authorizing execution of Agreement.)

License No. \_\_\_\_\_

Agent for service of process:  
\_\_\_\_\_  
\_\_\_\_\_

(If CONTRACTOR is a corporation,  
attach evidence of authority to sign.)

# 2015 Seal coat map



Legend

Measure

To start, choose a tool, then click on the map to place the first point. Use the mouse (single click) to add more points along the desired path or boundary. To end double-click on the map and the total distance or area will be displayed.

 **28,980.15 Sq Feet**

 **454.51 Sq Feet**

**28,525.64 Sq feet**

 **809.47 Sq Feet**

Measurement Result  
**809.47 Sq Feet**

**29,335.11 Sq feet**  
round it up to  
**29,340 Sq feet** to  
Seal Coat



**CITY OF TONKA BAY  
2015 BITUMINOUS SEAL COATING OF STREETS**

**PROPOSAL FORM**

ITEM	QUANTITY	LUMP PRICE	TOTAL
1. Bituminous Material for Seal Coat (CRS-2P, Furnished and Applied at 28 Gallons, Place sand over manholes & valve box's before material is applied. Traffic Control. Sweeping of streets before and after. Apply and sweep up FA-2, Class A, Granite Seal Coat Aggregate <u>OWNER FURNISHED</u>	City est. in Sq Yd 31,010 But you will need to do your own est.  City est. is 300 ton but you will need to do your own est. on product needed and city will furnish it.	\$ <u>1.24</u> Per Sq Yd	\$ <u>38,452.40</u>

2. Use MNDOT S-142 for seal coat.
3. The quote shall be awarded to the lowest responsible quote for the Total Amount as defined above. The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory bond within ten (10) days after notice of the award of contract has been received. The Undersigned further proposes to begin work as specified, to complete the work on or before date specified, and to maintain at all times a Contract bond, approved by the City, in an amount equal to the quote
4. In submitting this proposal it is understood that the right is reserved by the Owner to reject any or all proposals and to waive informalities.
5. In submitting this proposal the Undersigned acknowledges receipt of Addenda Nos. \_\_\_\_\_ issued to the Contract Documents.
6. If a corporation, what is the state of incorporation? Minnesota
7. If a partnership, state full name(s) of all co-partners:  
\_\_\_\_\_  
\_\_\_\_\_

Official Address:

Allied Blacktop Company  
10503 89th Avenue North  
Maple Grove, MN 55369

Firm Name: Allied Blacktop Company

By: Adam Gustafson

Title: President

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 3-2, 2015

Please return by 2-27-15 2:00 pm or sooner, by E-mail to: [rbowman@cityoftonkabay.net](mailto:rbowman@cityoftonkabay.net)

**CITY OF TONKA BAY  
2015 BITUMINOUS SEAL COATING OF STREETS**

**PROPOSAL FORM**

ITEM	QUANTITY	LUMP PRICE	TOTAL
1. Bituminous Material for Seal Coat (CRS-2P, Furnished and Applied at 28 Gallons, Place sand over manholes & valve box's before material is applied. Traffic Control. Sweeping of streets before and after. Apply and sweep up FA-2, Class A, Granite Seal Coat Aggregate <u>OWNER FURNISHED</u>	City est. in Sq Yd 31,010 But you will need to do your own est.  City est. is 300 ton but you will need to do your own est. on product needed and city will furnish it.	\$ <u>1.65</u> Per Sq Yd	\$ <u>51,166.50</u>

2. Use MNDOT S-142 for seal coat.
3. The quote shall be awarded to the lowest responsible quote for the Total Amount as defined above. The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory bond within ten (10) days after notice of the award of contract has been received. The Undersigned further proposes to begin work as specified, to complete the work on or before date specified, and to maintain at all times a Contract bond, approved by the City, in an amount equal to the quote
4. In submitting this proposal it is understood that the right is reserved by the Owner to reject any or all proposals and to waive informalities.
5. In submitting this proposal the Undersigned acknowledges receipt of Addenda Nos. \_\_\_\_\_ issued to the Contract Documents.
6. If a corporation, what is the state of incorporation? MINNESOTA
7. If a partnership, state full name(s) of all co-partners:  
\_\_\_\_\_  
\_\_\_\_\_

Official Address: 11079 Lamont Ave NE  
Hanover, MN 55341

Firm Name: Pearson Bros., Inc.

By: Jack E Pearson

Title: JACK E. PEARSON / PRESIDENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: Feb 25, 2015

Please return by 2-27-15 2:00 pm or sooner, by E-mail to: [rbowman@cityoftonkabay.net](mailto:rbowman@cityoftonkabay.net)

**CITY OF TONKA BAY  
2015 BITUMINOUS SEAL COATING OF STREETS**

**PROPOSAL FORM**

ITEM	QUANTITY	LUMP PRICE	TOTAL
1. Bituminous Material for Seal Coat (CRS-2P, Furnished and Applied at 28 Gallons, Place sand over manholes & valve box's before material is applied. Traffic Control. Sweeping of streets before and after. Apply and sweep up FA-2, Class A, Granite Seal Coat Aggregate <u>OWNER FURNISHED</u>	City est. in Sq Yd 31,010. But you will need to do your own est.  City est. is 300 ton but you will need to do your own est. on product needed and city will furnish it.	\$ 1.90 Per Sq Yd	\$ 59,020.00

NOTE: 300 ton of Granite Rock dropped off at your site 4901 Manitou Road, Tonka Bay: \$35.00/ton delivered.

2. Use MNDOT S-142 for seal coat.
3. The quote shall be awarded to the lowest responsible quote for the Total Amount as defined above. The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory bond within ten (10) days after notice of the award of contract has been received. The Undersigned further proposes to begin work as specified, to complete the work on or before date specified, and to maintain at all times a Contract bond, approved by the City, in an amount equal to the quote
4. In submitting this proposal it is understood that the right is reserved by the Owner to reject any or all proposals and to waive informalities.
5. In submitting this proposal the Undersigned acknowledges receipt of Addenda Nos. 0 issued to the Contract Documents.
6. If a corporation, what is the state of incorporation? Minnesota
7. If a partnership, state full name(s) of all co-partners:  
\_\_\_\_\_  
\_\_\_\_\_

Official Address:  
4370 Valley Industrial Blvd So.  
Shakopee, MN 55379

Firm Name: Minnesota Roadways Co.

By: Tom Underdahl

Title: President

By: Tom Underdahl

Title: Pres.

Dated: 02/26/2015, 2015

Please return by 2-27-15 2:00 pm or sooner, by E-mail to: [rbowman@cityoftonkabay.net](mailto:rbowman@cityoftonkabay.net)

# Memo

**To:** Mayor and City Council  
**From:** Robin Bowman / Public Works Superintendent  
**CC:** Joe Kohlmann / City Administrator  
**Date:** March 24<sup>th</sup>, 2015  
**Re:** Proposals for 2015 Manitou Parking Lot Striping

---

Manitou parking lines for 77 parking spots 3 handicap parking spots and 12 No parking areas.

Attached are proposals from contractors. They are as follows:

<u>Vender</u>	<u>Cost</u>
A-1 Stripes	\$685.00
The Line Guy	\$450.00
Parking Marking,Inc	\$561.00

**Source of Funds**

2015 Street CIP fund Striping and Crack Filling has \$5,000, of that we will use \$450.00, we plane on striping Manitou parking lot after seal coating is done.

**ACTION REQUESTED**

Motion to accept the low quote from The Line Guy in the amount of \$450.00

Phone #	952-466-2608
Fax #	952-466-2649
E-mail	
alstripesinc@gmail.com	

# **A-1 Stripes, inc.**



## **PARKING LOT STRIPING**

8175 Co Rd 50 . Carver, MN 55315

## **Estimate**

<b>DATE</b>
2/23/2015

<b>ESTIMATE SUBMITTED TO</b>
City of Tonka Bay Attn: Robin Bowman 4901 Manitou Rd Tonka Bay MN 55331

<b>PROJECT</b>
Manitou Park

DESCRIPTION	RATE
New Layout of parking stalls Handicap stalls & stencils No parking zones & arrows	685.00
Thank You for the opportunity to bid this project. Please call with any questions.	<b>TOTAL</b> \$685.00
SIGNATURE APPROVAL	

**Robin Bowman**

**From:** The Line Guy [lineguy@charter.net]  
**Sent:** Friday, February 20, 2015 6:27 PM  
**To:** 'Robin Bowman'  
**Subject:** RE:

Thanks Robin, this particular lot would run \$450.  
Thanks for contacting me, enjoy your weekend,

**Jim Kulseth**  
**THE LINE GUY**  
[www.lotlineguy.com](http://www.lotlineguy.com)  
**612-501-3866**  
*The Line Guy is an accredited  
member of the BBB*



**From:** Robin Bowman [mailto:rbowman@cityoftonkabay.net]  
**Sent:** Friday, February 13, 2015 7:55 AM  
**To:** lineguy@charter.net  
**Subject:**

Were looking for quotes on striping our parks parking lot for this year 2015 hope you will send us something by the end of this month February 27, 2015

Thanks and if you have any question please let me know.

*Robin Bowman  
Superintendent of Public Works  
City of Tonka Bay  
4901 Maritau Road  
City of Tonka Bay, Mn 55331*

*Phone: 952-474-2947  
Fax: 952-474-6538*

*E-Mail [rbowman@cityoftonkabay.net](mailto:rbowman@cityoftonkabay.net)  
Website [cityoftonkabay.net](http://cityoftonkabay.net)*

# Parking Marking, Inc.

666 Transfer Rd, Suite 13  
 Saint Paul, MN 55114

# Proposal

Date	Proposal #
2/19/2015	15040

Name / Address
CITY OF TONKA BAY ROBIN BOWMAN

Project
PARKING LOT

Item	Description	Total
160	RESTRIPE EXISTING PAVEMENT MARKINGS.	561.00

<b>Total</b>	<b>\$561.00</b>
--------------	-----------------

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices.  
 Our workers are fully covered by Workman's Compensation Insurance.

Jack Hansen \_\_\_\_\_

<p><b>Acceptance of Proposal - The above or attached prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.</b></p> <p>Date of Acceptance: _____ Signature: _____ Signature: _____</p>
---

Phone #	Fax #	E-mail
651-690-4340	651-659-0769	office@parkingmarking.net



# Memo

**To:** Mayor and City Council  
**From:** Robin Bowman / Public Works Superintendent  
**CC:** Joe Kohlmann / City Administrator  
**Date:** March 24<sup>th</sup>, 2015  
**Re:** Proposals for 2015 Roadway Striping of Tonka Bay Road

---

The Roads listed in the attachment will receive double four inch solid yellow line. 2,888' x 2 4" yellow lines

Total on streets is 5776 feet, I rounded it up to 5,780 feet

Attached are two proposals from contractors, they are as follows:

<u>Vender</u>	<u>Cost</u>
AAA Striping Service Co. Rodgers, Mn	\$0.42 a foot
Twin City Striping, Delano, Mn.	\$0.15 a foot
The Asphalt Company, Inc striping division	No response as of 3-9-15

**Source of Funds.**

This will be funded from 2015 Street CIP budget Striping & Crack Filling for the striping of Tonka Bay Road in this budget we have \$5,000 . Our cost at \$0.15 a foot or \$867.00 from this line item.

**ACTION REQUESTED**

Motion to accept the low Quote from Twin City Striping in the amount of \$0.15 a foot

**From:** Dean Erickson [dean@aaastriping.com]  
**To:** Robin Bowman  
**Cc:**  
**Subject:** RE: price

Robin,

Description	Qty	U/M	Unit	Amount
4" Double Line Yellow - Paint	5,780	LF	\$0.42	\$2,427.60

Dean Erickson  
AAA Striping Service  
763-428-4322

---

**From:** Robin Bowman [mailto:rbowman@cityoftonkabay.net]  
**Sent:** Thursday, February 26, 2015 8:58 AM  
**To:** Dean Erickson  
**Subject:** RE: price

It's that time of year again, can you give me a price on

- 2355' x 2 4" yellow lines
- Total on streets is 5776 feet I rounded it up to 5,780 feet

The will be for our street Tonka Bay Road.

Thanks!

*Robin Bowman  
Superintendent of Public Works  
City of Tonka Bay  
4901 Manitow Road  
City of Tonka Bay, Mn 55331*

*Phone: 952-474-2947  
Fax: 952-474-6538*



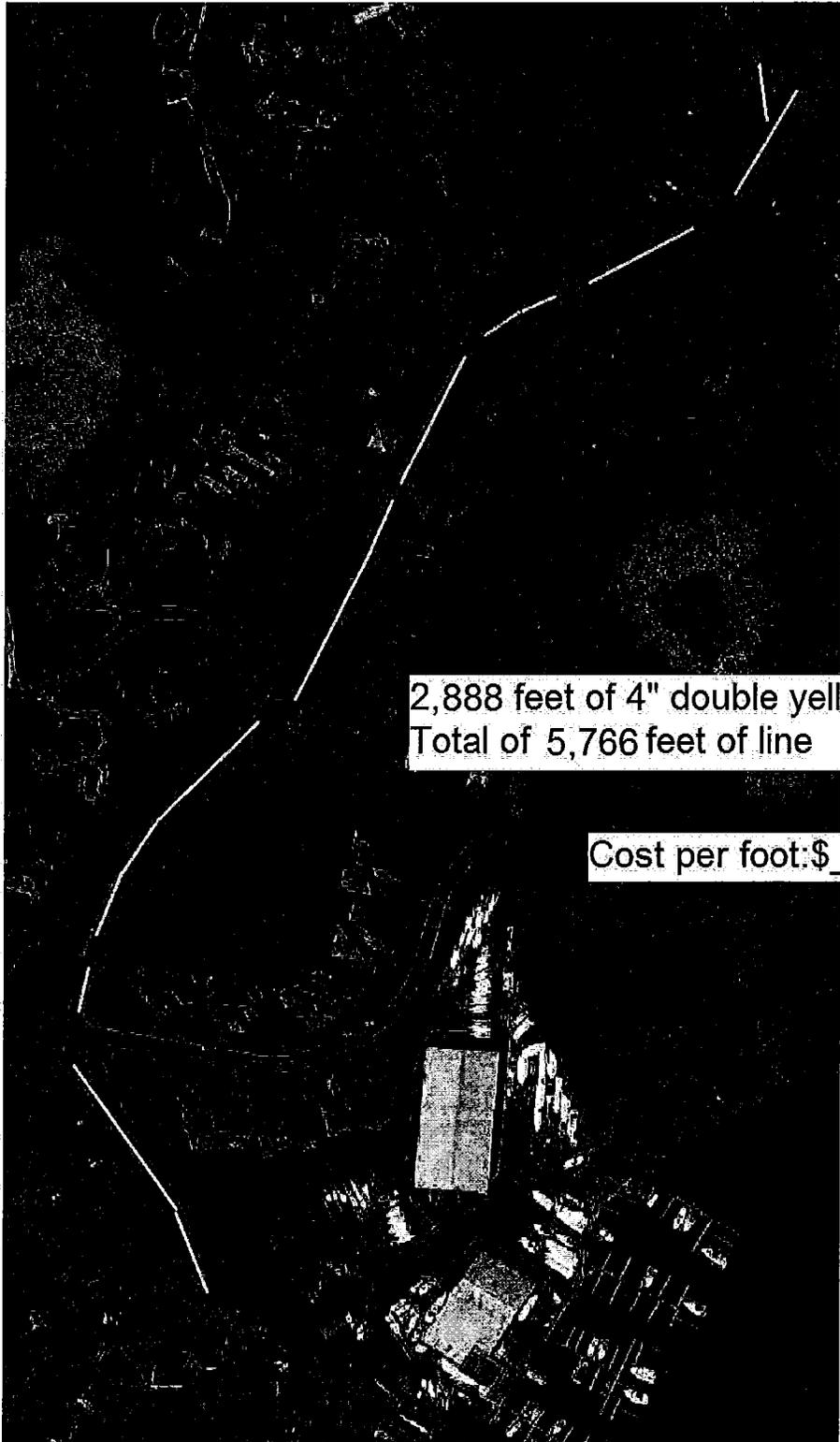
City of Tonka Bay, Mn  
4901 Manitou Rd  
P:952-474-7999  
Fax: 952-474-6538

Please send us a cost per foot on road striping of our  
road "Tonka Bay Road" Yellow double 4" stripes  
2,890 feet total of 5,780 feet of yellow line

2015 Cost per Foot \$ .15

Attention: Robin Bowman

THANKS  
*Wayne Jones*



2,888 feet of 4" double yellow line  
Total of 5,766 feet of line

Cost per foot: \$ \_\_\_\_\_

# Memo

**To:** Honorable Mayor and City Council  
**CC:** Joe Kohlmann – City Administrator  
**From:** Robin Bowman – Public Works Superintendent  
**Date:** March 24th, 2015  
**Re:** Dehumidifier Air Dryer

---

The new Dehumidifier Air Dryer that's needed in the water plant is for controlling humidity. Staff has received quotes from four vendors. Two of the vendors believe that we should only need one 195 Hi-E Dry but will not guarantee it because we have so many variables in the water plant. We will buy one and if it can't keep the humidity down we will get the second one. Bry-Air would be an exact replacement of what we have in use now.

<u>Vender</u>	<u>Cost</u>
<i>Alden Pool Municipal Supply Co. \$3,428.00/W a case of filters Less the filter \$144.00</i>	<i>\$3,284.00</i>
<i>Bry-Air add \$2,699 for PLC touch screen HMI unit control</i>	<i>\$36,589.00</i>
<i>Dakota Supply Group Inc.</i>	<i>\$2,984.00</i>
<i>USA Blue Book on-line \$3,349.95 add \$50.00 min for S&amp;H</i>	<i>\$3,399.95</i>

*Attached is a quote from Alden Pool Municipal Supply Co.  
Attached is a quote from Bry-Air  
Attached is a quote from Dakota Supply Group Inc  
Attached is a quote from USA Blue Book on-line  
Attached Note from Mike Jinda Dakota Supply Group Inc  
Attached photo of the Dehumidifier Air Dryer we are replacing  
Attached dimensions of the HI-EDry*

**Source of Funds.**

The City has in the 2015 Water CIP new Air Dryer for \$21,500.00. Staff is recommending the City purchase one of two of the Hi-E Dry's for the amount of **\$2,984.00** and a second one for the same price if needed from Dakota Supply Group Inc; this would be a savings of **\$15,532.00** in the CIP fund for the Dehumidifier Air Dryer.

**Council Action Requested:**

Motion to approve the attached quote from Dakota Supply Group Inc in the amount of **\$2,984.00 and a second one for the same price, if needed.**

HI-E-DRY STORE.COM  
 65919-267th St.  
 Aiden MN 56009  
 877-242-7156



## Estamate

Date	Estimate #
1/23/2015	E15013

Name / Address
Tonka Bay Attn Robin 4901 Manitou Rd Excelsior, MN 55331

Description	Qty	Total	Terms	Project
HI-E Dry Dehumidifier Mod. 195 35,000 cubic ft Aprox 65 x 65 x 8 FT #29-13 HI-E DRY 195 4030060 no freight plus a case of filters (\$144 value )		3,428.00		
			Sales Tax (6.875%)	\$0.00
	<b>Total</b>	<b>\$3,428.00</b>		



Total Environmental  
Conditioning Solutions™

<b>Date:</b>	February 3, 2015	<b>From:</b>	Brad Hess
<b>Company:</b>	City of Tonka Bay	<b>Company:</b>	Bry-Air, Inc.
<b>Attention:</b>	Robin Bowman	<b>Proposal #:</b>	50BH-1502-049
<b>Address:</b>	4901 Manitou Road Tonka Bay, MN 55331	<b>Project Name:</b>	Tonka Bay WTP
<b>Phone:</b>	952-474-2947	<b>Location:</b>	Tonka Bay, MN
<b>E-Mail:</b>	rbowman@cityoftonkabay.net	<b>Application:</b>	

Dear Robin:

We are pleased to present pricing for your review and consideration on the following item based on information from you and certain assumptions. Bry-Air packaged dehumidification system complete with control panel, BRYSORB PLUS DESICCANT MEDIA, desiccant rotor assembly, rotor drive assembly, outlet dampers, mounted on a structural skid, pre-wired with disconnect switch, tested prior to shipment and features listed below.

### Equipment List

#### VFB-18-G-1500

- Process fan & motor
- Reactivation heater
- 45% process and reactivation inlet filters
- 1 hard copy and 2 CD (PDF format) of the O&M manual
- Estimated Physical Size 9.5' L x 4.5' W x 7' H\*
- Reactivation fan & motor
- Relay based control
- Control enclosure with non-fused disconnect switch
- Certified Factory startup (15 day notice required)
- Estimated Shipping Weight is 1400 lbs.\*

*\*Physical dimensions, and weight above are estimates only to be verified at time of submittal.*

**Total NET Selling Price is: \$36,589.00 USD**

### Optional Add / Deduct:

- Add for PLC with touch screen HMI unit control: **\$2,699.00 USD**

**Note:** The price above includes our Certified Factory Start-up (*see start-up scope below*). Bry-Air feels that it is in the best interest of our customers to have a factory trained and certified technician commission our new equipment. We understand, however, you may elect to decline this service. If you elect to decline the factory start-up and there is a diagnosed problem with the unit that is unrelated to a defect in the parts or construction and a technician's onsite assistance is required, you will be charged our normal service fee of \$1375.00 per day plus living and travel expenses. If the BrySmart PLC control system is purchased and is to be integrated into a building automation system or refrigeration control system, start-up is mandatory.

<b>PAYMENT TERMS</b>	30% Due with Drawing Submittals; 40% Due before Shipment; 30% Due 30 days after shipment or prior to start-up, whichever comes first. Also see attached Bry-Air Payment Options sheet for additional payment terms.
<b>FREIGHT TERMS:</b>	FOB Origin, Freight Prepaid & Add
<b>DELIVERY:</b>	9-10 weeks standard after drawings (or after approval, if required); allow 2-3 weeks for drawing completion. If faster delivery is required please contact Bry-Air, Inc to discuss options.

Bry-Air, Inc.  
10793 State Route 37W  
Sunbury, OH 43074  
P: 740.965.2974 or 877.427.9247  
F: 740.965.5470  
Visit us on the web at [www.bry-air.com](http://www.bry-air.com)

Eq-Air Form Revision: 14 VFB DIRECT - Nov 13, 2014

Bry-Air is a registered trademark of  
Bry-Air (Asia) Pvt. Ltd. - All Rights Reserved

DAKOTA SUPPLY GROUP INC  
475 WEST MINNEHAHA AVE  
ST. PAUL, MN 55103

PH #: 651-224-5781  
SUBMITTED BY: DAWN WILLIAMS

DATE: 1/29/2015 PAGE 2

QUOTATION TO: PROJECT: CITY OF TONKA BAY  
----- QUOTE NO: 5483009  
004322 ORDERED BY:  
CASH SALE SHELTER ST P-2A NET  
CITY OF TONKA BAY  
4901 MANITOU ROAD  
ATTN: ROBIN BOWMAN  
CITY OF TONKA BAY, MN  
55331

QTY	PROD #/DESCRIPTION	UNIT PRICE	UOM	EXT PRICE
1	EA TSP4030060 HI-E DRY 195 DEHUMID 192 PINT	2,984.00000	EA	2,984.00
BID TOTAL				2,984.00

\*\* END OF BID \*\*

Now In: Shopping Cart

- ▶ Shipping Information
- ▶ Our Return Policy
- ▶ Your Privacy and Security

Continue Shopping...

Checkout Now

Shopping Cart

Product	Quantity	SubTotal
 <p>HI-E DRY Dehumidifier (Model 195) 30-35K cu. ft. Item: 68833</p>	<input type="text" value="1"/> Delete	\$3,349.95

Update Cart

Sub Total: \$3,349.95  
Shipping: Calculated During Checkout  
Estimated Tax: Calculated During Checkout

Order Notes

Enter any special instructions or notes about this order:

Submit Notes

Continue Shopping...

Checkout Now

Hi Robin,

One of your men was able to walk me through the building this afternoon around 2. We took several measurements and looked at temperature, water temperature, water surface area, and overall area. I then called the manufacturer and talked with their staff that helps verify the sizing on these type of installations. Their recommendation was to put in a Hi E Dry 195 on the upper level, as well as a second one on the lower level.

Having said that, given the typical cool water temperatures, and air temperatures that hover around 60 degrees or so, they also feel that one Hi E Dry on the upper level (because that is where all of the exposed water is) has a reasonable chance of doing an adequate job. The biggest variable would be building tightness and outside air infiltration.

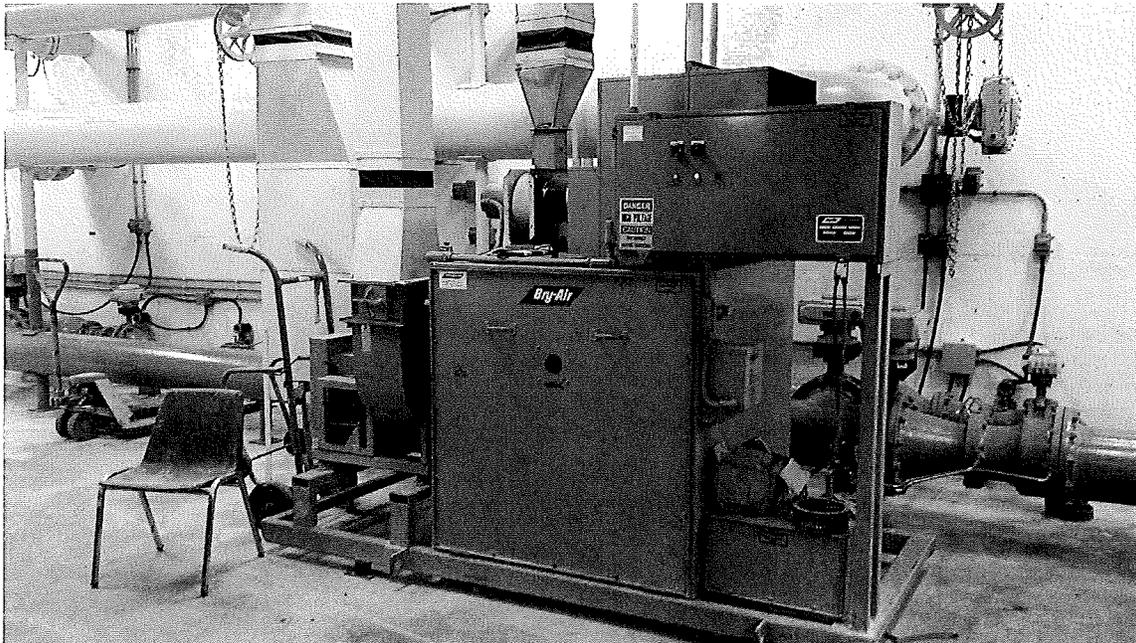
If this is something that you only have one opportunity to do and it must take care of the situation for sure, I would go with the 2 - Hi E Dry 195's. The other advantage this would give you is in case one unit went down, you could still control most of the moisture, until you get the other one up and running.

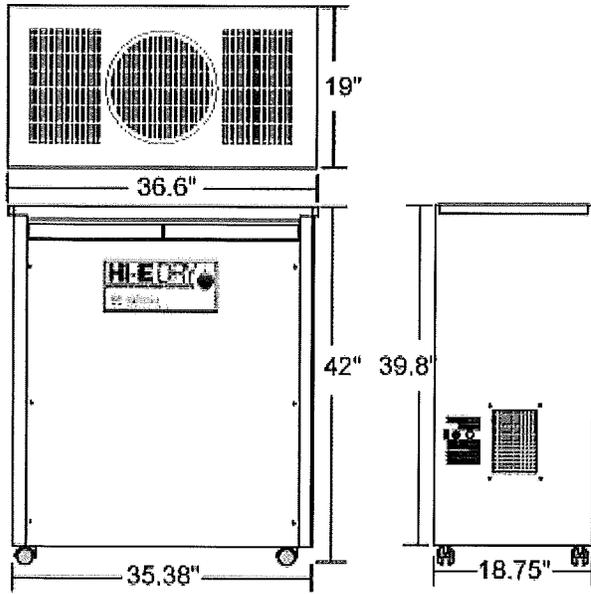
Otherwise, I would try one unit on the upper level and see how that goes, knowing that a second one can be added down the road if needed.

Please let Dawn or I know what you decide to do.

Thank you Robin for this opportunity,

Mike Jindra  
Dakota Supply Group  
St. Paul, MN  
(612) 597-3344





# Memo

**TO:** Mayor De La Vega/ Tonka Bay City Council

**CC:** Joe Kohlmann/ City Administrator

**FROM:** Robin Bowman/ Public Works Superintendent

**DATE:** March 24th, 2015

**RE:** 2015, 2016 & 2017 Proposals for Lime By-Product removal.

The current contract to remove the Lime Bi- Product produced by the City's Water Treatment Facility expired at the end of 2014. Litzau Excavating Inc., located in Lester Prairie, MN has held the contract for Lime Bi-Product removal for the years 2011 thru 2014.

They held their cost the same since 2011-2014 at \$32.00 per yard. For the years 2015, 2016 & 2017, Litsau Excavating is proposing renewal of their contract with a \$2.00 a yard increase. The contract requirements would remain identical to what they are now. Each lagoon holds approximately 300-350 yards of Bi-Product.

Staff has been very happy with the work performed by Litzau Excavating. They have been the successful bidder for the last 4 years. The City has experienced multiple problems with the other contractors that have had the removal of their contracts in the past,

The by-product is stored in two lagoons located on the north side of the Water Treatment Facility. Each year one of the two lagoons must be emptied to provide additional space for by-product which is produced on a daily basis. This year I sent out request for bid to four contractors.

<u>Contractor</u>	<u>Cost per Cubic Yard</u>
Hader Farms, Zumbrota MN	No response
Mountain Environmental, Lino Lakes MN	No response
Borresen Const Inc, Belle Plaine MN	No response
Litzau Excavating Inc, Lester Prairie, MN	\$34.00

**Source of Funds.**

Water Operating Fund line item 49440.229 Lime pit expenses we have \$10,000.00  
 At 300 tons it will cost us \$10,200.00. We will be short by \$200.00 this year, we will  
 need to bump this line item up in 2016 & 2017. It is Staffs' recommendation to enter into  
 a one year contract in hopes cost will go down next year if other venders submit bids.

**ACTION REQUESTED**

To enter into an agreement with Litsau Excavating Inc. for the excavation and removal of  
 lime by- product at a unit price of \$ 34.00/ cubic yard for 2015-2017. as well as  
 Authorizing the City Administrator and Public Works Superintendant to enter into an  
 agreement with Litsau Excavating Inc.

**NOTICE TO CONTRACTORS  
IMPROVEMENT CONTRACT 15-17**

Bid Request for Lime By-product Removal and Disposal

Bids Close: 2:00 p.m., Wednesday, February 10, 2015  
Tonka Bay City Hall  
Tonka Bay, MN 55331  
Telephone: (952) 474-7994  
Fax: (952) 474-6538

**NOTICE IS HEREBY GIVEN** that bids will be received at the Tonka Bay City Hall, 4901 Manitou Road, Tonka Bay, MN for excavation and disposal of approximately 300-350 cubic yards of lime by-product from the Tonka Bay Water Plant's lagoons.

Payment to the bidder will be by check within thirty (30) days after receiving invoice once work has been completed.

The City of Tonka Bay reserves the right to reject any or all bids and to waive any irregularities and informalities therein and further reserves the right to award the Contract in the best interests of the City.

All proposals must be addressed or E-mailed to:

City of Tonka Bay  
4901 Manitou Road  
Tonka Bay, MN 55331  
Or [rbowman@cityoftonkabay.net](mailto:rbowman@cityoftonkabay.net)

And shall be endorsed thereon:

Bid for Lime By-product Removal and Disposal  
Bids Close: 2:00 p.m., Wednesday, February 10, 2015  
Addendum No. (s) \_\_\_\_\_ included

By Order of the City Council  
CITY OF TONKA BAY  
Joseph Kohlmann, City Administrator

**SPECIAL CONDITIONS**  
**I.C. 15-17**

1. **SCOPE OF WORK**

The work under this Contract includes the removal and disposal of approximately 300-350 cubic yards of lime by-product in storage in lagoons immediately north of the City Water Plant at 4901 Manitou Road. The Contractor shall furnish all of the proper equipment, operators, transportation, etc., required to complete the work within the time specified.

2. **COMPLETION DATE**

Complete removal of lime by-product from one of the lagoons, including bottom and side slope restoration, shall be completed by November 30th of each year.

Two hundred dollars (\$200.00) will be deducted from any monies due the Contractor for each and every calendar working day (exclusive of Saturdays, Sundays, and State-recognized legal holidays) that the by-product removal remains uncompleted beyond either completion date as defined and specified above. This shall not be considered a penalty, but rather as liquidated damages for additional engineering, administrative cost, and inability to use the facility. This provision will be strictly applied.

3. **EQUIPMENT AND METHODS**

Sufficient equipment of proper size and good working condition shall be used to satisfactorily complete the work by the date as specified above. Equipment used for any portion of this project shall be such that no damage to structures, property, roadways, etc., will result from its use including truck boxes that leak and allow spillage onto the roadways. Any damage that occurs to the lagoon's bottom or side slopes, access roads, fences, etc., that was damaged due to the Contractor's operations shall be repaired promptly at the Contractor's expense and no additional compensation will be allowed. Trucks must be equipped with boxes that have rubber seals and a minimum of three (3) locking pins in addition to the two (2) standard ear latches. If another type of transportation equipment is used (tankers, etc.), they must be completely leak-free. Truck boxes may be checked for their sealing ability by filling them half full with water. Operators shall be experienced, capable, and properly supervised.

The method of excavation shall be determined by the Contractor based on existing site conditions but shall be limited to using either a dragline or pump to remove the by-product from the lagoons and placing it into trucks or tankers. If the Contractor desires to use a method or type of equipment other than what is specified above, he must request authority from the City to do so. The request shall include a full description of the methods and equipment proposed for use and explain the reasons for desiring the change.

The by-product removal operation shall be concentrated to one lagoon until completion. Existing bottom and side slopes (3:1) are to be maintained during removal. If an excessive amount of material has been removed from the bottom and/or side slopes of the lagoons due to the Contractor's operations, the Contractor shall be required to replace the material with no additional compensation.

4. **DISPOSAL**

The excavated by-product shall be disposed of at any PCA-approved landfill for which the Contractor shall secure any required agency approvals. Any landfills that are proposed to be used shall be listed on the Proposal Form where indicated.

Land application for agricultural purposes is an acceptable alternative to disposing of the by-product in the landfill. However, arrangements with the property owner(s) and the Contractor must be made prior to submission of the bid. If the Contractor chooses this alternative, a letter from the property owner(s) of the land for which the by-product is being placed must be included with the bid. A form has been provided by the City that must be completed by each property owner of land that is to be used as a disposal site. This letter grants authority to the Contractor to place the by-product on the property or properties outlined in the letter. Failure to submit a letter(s), as stated above for adequate land as estimated by the Contractor for the disposal of all lime by-product to be removed from the lagoons, may be deemed sufficient cause for disqualification of bid.

Agreements made between the property owner and the Contractor involving spreading the by-product or any other arrangements are strictly between the parties involved. (The City will not be involved in any way.)

5. **PERMITS AND LICENSES**

A license from the Minnesota Department of Agriculture is required for the distribution of lime by-product. If the Contractor currently has possession of this license, a copy of the license shall be submitted as a bid document. County or other agency permits are the responsibility of the Contractor. Copies of such permits shall be provided by the Contractor at the time of lime removal. Failure to provide such licenses and permits may result in forfeiture of the Contract.

6. **BY-PRODUCT CONSISTENCY**

Evaporation, consolidation and precipitation will alter the appearance of the lagoons; therefore, the City will not determine the moisture content or guarantee the consistency of the appearance of the by-product. The Contractor will be required to remove the by-product regardless of its appearance or consistency. Furthermore, the City's will make every possible effort to avoid discharges into lagoons until one of these lagoons is completely cleaned. However, weather conditions or delay in the removal process may affect the operation of the plant

so as to require discharges into the lagoons. It is, therefore, imperative that the Contractor proceeds on a timely schedule to complete one of the lagoons completely. No additional compensation will be allowed for changes in appearance or consistency prior to removal.

7. **STREET CLEANING**

Care should be taken to avoid spillage onto roadways or streets. If spillage does occur on any roadway, the Contractor shall be responsible for any cleanup that may be necessary. In the event the Contractor fails to perform any cleanup which the City deems to be necessary within 24 hours after the Contractor has been notified, the City will perform the work and deduct from any monies due the Contractor the cost to do the work at a rate of \$150 per equipment hour (with operator) which will be compensation for cleanup and disposal. If any trucks or other construction equipment is experiencing leaking or spilling problems, these problems shall be corrected by installing tarps, reducing loads, modifying equipment or any other method that will eliminate the problem. If not corrected immediately, the equipment will be rejected and not allowed to return until appropriate corrections are made.

8. **NOTICE TO PROCEED**

A "Notice to Proceed" letter or e-mail will be sent to the Contractor upon satisfaction of the requirements as outlined in these Specifications.

9. **PAYMENT**

Payment to the Contractor will be made within thirty (30) days after receiving invoice of completed work. Payment will be based upon cubic yards removed. The unit price shall include all costs for excavating, loading, hauling and disposal of the lime by-product, including any dumping fee at the disposal site.

10. **SECOND & THIRD YEAR OPTION**

The Contractor has the option to bid a unit price for a (2016 & 2017) with these specifications applicable for that year for the removal and disposal of approximately 300-350 cubic yards of lime by-product in Lime pond. The unit price shall be guaranteed with the estimated by-product removal quantities as stated. As previously stated in paragraph five, the City cannot guarantee the quantity, consistency or appearance of the by-product at the time due to weather conditions and plant operations. However, if the Contractor accepts the option, they will be required to remove the by-product regardless of its appearance or consistency at the unit bid price per cubic yard. Contractor licenses and permits shall be renewed and submitted as appropriate.

**PROPOSAL FORM  
I.C. 15-17**

The understated has examined and understands the attached specifications and hereby proposes to furnish all equipment and operators required for the removal and disposal of lime by-product from lagoons at the Tonka Bay Water Plant in accordance with said specifications at the unit prices listed below:

<u>ITEM</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Excavation of lime by-product	300-350 cubic yards	\$ 39.00	\$11,900

Dispose in PCA approved landfill:  
Name(s): \_\_\_\_\_

Apply to agricultural land (letter of authorization must be enclosed for each property owner as supplied)

Both

Other (Describe): \_\_\_\_\_

Complied with all Federal and State requirements regarding Alcohol and Drug Testing for CDL drivers.

The undersigned declares that they have the proper equipment to perform the work as specified herein and further agrees that failure to provide such equipment may be grounds for cancellation of this contract.

Litzow Excavating, Inc.

Firm \_\_\_\_\_

Authorized Signature [Signature]

CEO

Title \_\_\_\_\_

17232 Zero Ave

Address \_\_\_\_\_

Lester Prairie City MN State 55354 Zip Code

320-395-2467

Phone \_\_\_\_\_

Date: 2-7-15

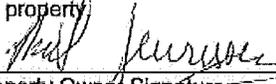
To Whom It May Concern:

This letter serves as permission for the application of lime as produced by the City of Tonka Bay and distributed by Litzow Excavating Inc on properties owned by me. The application of lime may be over approximately 35 acres at the following location which I am the property owner:

PARCEL DESCRIPTION (S):

Sec 21d 22 Bergen Twp McLeod CO MN

I understand that the distributor will provide me with information regarding the chemical analysis of the by-product and the quantity of lime by-product applied to my property

  
Property Owner Signature

Rick Jevissen  
Printed Name

15677 Bergen Rd  
Address

Lester Prairie MN 55354

City State Zip Code

952 215 9099

Phone

The Contract Documents are hereby incorporated with this Agreement and are as much a part of this Agreement as if fully set forth herein. This Agreement and the Contract Documents are the Contract.

CONTRACTOR agrees to fully and satisfactorily complete the work contemplated by this Agreement in accordance with the following schedule:

Completion dates: November 30, 2015 -  
November 30, 2017 final

Two hundred dollars (\$200.00) will be deducted from any monies due the Contractor for each and every calendar working day (exclusive of Saturdays, Sundays, and State-recognized legal holidays) that the by-product removal remains uncompleted beyond the completion dates specified above.

This Agreement shall be executed in two (2) copies.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals as of the date first above written.

In presence of:

CITY OF TONKA BAY

\_\_\_\_\_

By \_\_\_\_\_  
Its Mayor

\_\_\_\_\_

and \_\_\_\_\_  
Its City Administrator

In presence of:

CONTRACTOR:

Darrian Litzau

Litzau Excavating Inc.  
By Dan Litzau CEO  
Title

Denise Litzau

and Denise Litzau COO  
Title

# Memo

**To:** Mayor and City Council  
**CC:** Joe Kohlmann, City Administrator  
**From:** Robin Bowman, Public Works Superintendent  
**Date:** March 24th, 2015  
**Re:** Summer Hours for Public Works

---

As you know, many cities and counties switch over to summer hours from Memorial Day through Labor Day. Some work 4 days at 10 hours and some work 4 days at 9 hours and then a 4-hour day on Friday.

I'm proposing a 4 day work schedule at 9 hours and then a 4-hour day on Friday. Staff is aware the City Council has discussed it previously. However, they are bound by the Union contract and will need to work the current schedule (Monday through Friday, 6:00 a.m. - 2:30 p.m.) until or if it is revised. At this time it sounds like the Union is on board with whatever Mike and Todd may agree to.

## **Staff Opinion**

I believe the four – ten hour days would be problematic to our public works department due to the fact we need someone here everyday for the water plant and lift stations. Our hours could be changed just for the summer, Memorial Day through Labor Day, with one of the following three options:

- A. Add an hour in the morning (5:00 a.m. – 2:30 p.m.)
  - B. Add an hour in the afternoon (6:00 a.m. – 3:30 p.m.)
  - C. Add 30 minutes in the morning and 30 in the afternoon (5:30 a.m. – 3:00 p.m.)
- "I like this one"

I think if or until it is tried, we will not identify all of the issues and/or positives. Most cities and counties that have tried it have chosen to stick with some sort of summer hours be it 4-10 or a custom made summer hours that work for their specific circumstances.

## **Council Action Requested:**

Discuss the hours for Public Works and the possibility of running a trial period for this summer.

ITEM 9I

MNWARN – PowerPoint Presentation at Meeting

**CITY OF TONKA BAY  
ITEM NO. 9J**

# Memo

**To:** Mayor and Council  
**From:** Robin Bowman, Public Works Superintendent  
**CC:** Joe Kohlmann, City Administrator  
**Date:** 3-24-15  
**Re:** Well No. 1 Inspection and Repair as needed

---

The City of Tonka Bay has two deep wells that serve as the water supply for our City. Based on our current inspection program, each well is inspected every 6 years. Planned for in the 2015 Water Operation Budget is the inspection of Well No. 1.

The Inspection consists of the pump being pulled off of well No.1 and completely disassembled and inspected for worn or damaged parts. After the inspection a report is generated by the well contractor detailing any repairs that are needed under the quote amount. The cost for repairs are based on the shop labor rate and unit part replacement cost listed on the proposal form. If we find anything that could cost more than budgeted for staff will bring back more information and cost at that time.

Staff reviewed three proposals and two that did not respond back. The three remaining companies can complete the work late summer/fall, that's a good time of year for us as water usage starts to go down.

In the past only two quotes would be received, I've asked five Contractors for quotes they are as follows:

<b><u>Contractor</u></b>	<b><u>High Quote</u></b>	<b><u>Low Quote</u></b>	<b><u>Avg of H &amp; L</u></b>
Bergerson – Caswell Inc.	\$72,835.00	\$32,335.00	\$52,585.00
Keys Well Drilling Co	\$70,465.00	\$26,195.00	\$48,330.00
Traut Wells	\$84,970.00	\$25,445.00	\$55,207.50
McCarthy Wells	Declined on well # 2 last year and No response this year		
Thein Well Company	No response		

## **Funding**

Water Operating Fund has \$23,000.00 identified for this project. If needed, we do have funds for repair work to the pump motor and unforeseen issues in line item 49440-220 Repair, Supplies and Maintenance \$12,300. Total of \$35,300.00

As a side note: Bergerson – Caswell Inc. High quote last year on well was \$25,290.00 Low was \$10,400.00 and the avg of high & low was \$17,845.00. The bill came in at \$18,065.00. With that in mind we will be short on well # 1 when the bill comes in.

As much as \$15,000.00 short or more.

## **Recommendation**

To approve Keys Well Drilling Co. Based on the High and low Average quote amount of \$48,330.00 knowing our Operating Fund has \$23,000.00 identified for this project. The City Administrator will look for more funding options for repairs if needed to expedite well # 1 back on line.

Price quote for:

**Well # 1 Rehabilitation  
City of Tonka Bay  
4901 MANITOU ROAD TONKA BAY, MN 55371**

Vendor Name: Bergerson Caswell Inc  
 Contact Person: Tim Berquam  
 Street Address: 5115 Industrial Street  
 P.O. Box: \_\_\_\_\_  
 City, State, Zip: Maple Plain, MN 55359  
 Phone #: (763) 479-3121  
 Toll Free #: \_\_\_\_\_  
 Fax #: (763) 479-2183  
 Email Address: tim@bergersoncaswell.com

**Base Quote:** *Pull up electric motor, pump, column pipe and inspect & provide written report repair and reassemble pump, straighten line shafts, and paint. Reinstall pump and motor and piping.*

NO	Information Requested	Cost	Unit	Total
<i>all items are on as needed basis for repair some may not be needed</i>				
1	8"x 20' Schedule 40, T & Column Pipe .332 Wall/W Cot	\$900.00	EA	\$9,000.00
2	Sand blasting pipe pump & Motor and epoxy paint both	\$1,800.00	LS	\$1,800.00
3	Replace Column Check Valve 8"	\$1,200.00	EA	\$1,200.00
4	Replace Pitless O-Rings White Water For 16" Well Cas	\$250.00	EA	\$250.00
5	Furnish & Install Complete Set Of Bowl Bearings	\$500.00	EA	\$500.00
6	Machine Bowl, Furnish & Install Bronze Impeller Wear Ring at Each Stage " 5 ea"	\$350.00	EA	\$1,750.00
7	Reassemble Bowl	\$600.00	LS	\$600.00
8	Install Level Monitor Tube "210' of tube"	\$210.00	LS	\$210.00
9	Television Inspection of Well w/Mobilization/Demobilization	\$1,200.00	LS	\$1,200.00
10	Cost to & Install New Transducer "need conduit and shelled wire to water plant "Site visit would be good idea to see path for conduit and location of reader."	\$8,500.00	LS	\$8,500.00
11	Furnish Bowl Shaft - 1-1/2" diameter 62"	\$500.00	EA	\$500.00
12	Performances Test pre & post	\$500.00	EA	\$500.00
13	Replacement of Motor & pump 40 HP High speed 3,600 RPM, 460v	\$3,750.00	LS	\$3,750.00
14	Motor 40 HP 1760 RPM 10" Hitachi equal or better	\$10,000.00	LS	\$10,000.00

# Memo

**To:** Honorable Mayor and City Council  
**From:** Joe Kohlmann, City Administrator  
**Date:** March 24, 2015  
**Re:** SLMPD Code Enforcement

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The City of Excelsior is looking to proactively enforce certain sections of their City Code using the SLMPD. Chief Siitari has stated that this service should be provided at no additional cost to the City of Excelsior. The previous SLMPD Chief thought that this service would require an additional service agreement.

*Attached is Chief Siitari's email outlining Excelsior's request  
Attached is two legal memos regarding the cost of Code Enforcement*

It is worth noting that the City of Tonka Bay does reactive code enforcement. If we receive a complaint, the City Administrator will investigate the matter. My experience has been that once a property owner has been personally contacted, they are usually willing to comply with the City's request. Off the top of my head, I cannot think of a scenario where a resident has not complied with a request to bring their matter into compliance with the City Code. Aside, from property boundary violations, which become a civil matter, there has been nearly 100% compliance once Staff reaches out to the property owner.

Staff is recommending staying with reactive code enforcement. As noted in the attached legal memos, proactive code enforcement can be a very expensive venture. The City Council should discuss their position on the SLMPD providing code enforcement services to the City of Excelsior for no additional cost. Mayor De La Vega will be representing the City at a Coordinating Committee meeting on this topic in April.

**Suggested Action:**

Review and discuss SLMPD Code Enforcement services for Excelsior.

## Joe Kohlmann

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**From:** Mike Siitari <msiitari@southlakepd.com>  
**Sent:** Monday, March 09, 2015 12:24 PM  
**To:** szerby@ci.shorewood.mn.us; mgaylord@ci.excelsior.mn.us; gerrydtonkabay@gmail.com; dkind100@gmail.com  
**Cc:** bjoynes@ci.shorewood.mn.us; kluger@ci.excelsior.mn.us; JKohlmann@cityoftonkabay.net; danayoung@mchsi.com  
**Subject:** Code Enforcement Proposal

Good morning Mayors,

Excelsior City Administrator Kristi Luger has asked for my input on a proposal for proactive code enforcement by SLMPD in their city. I have reviewed the paper trail from previous discussions in which Chief Litsey submitted a supplemental service cost estimate. Although this would be additional work for the PD I do not consider this a supplemental service. Many police departments do code enforcement as part of their assigned duties. I had those duties as a sergeant in Edina. The police department is a logical department to do this because it is law enforcement (City Code) and the process can become contentious with safety concerns due to a few recalcitrant residents.

I propose that SLMPD provide the code enforcement, without a supplemental service agreement, on a trial basis. The bulk of the work would be done by the existing CSO staff as part of their assigned duties. Police officers would only be involved when there are safety concerns. I forecast an initial flurry of activity, with a significant reduction once the program becomes known and any initial appeals are settled, by the Council or court.

I realize that proactive code enforcement is not a common practice, most often it is by resident complaint. However, I do not think this would be taking away needed services from the other JPA cities. My initial impression is that the CSO program is underutilized and the code enforcement duties are a good fit for existing staff.

I also realize that cost allocation for services can be a contentious issue for the four cities. I do not agree with Bryan's philosophy on charging for some additional services, e.g speed enforcement, so this is a change of direction. I welcome your thoughts on this issue before I proceed in discussion with Kristi.

Mike Siitari

## Memorandum

**To:** Kevin Staunton

**From:** HBK

**Date:** 6/26/2014

**Re:** Ordinance Enforcement

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The work required to enforce City Ordinances will depend, in large part, on the specific ordinance to be enforced. For example, our experience is that enforcement issues regarding City rental dwelling codes are often resolved short of litigation. In fact, over the last eleven months, we have served but have not filed any complaints regarding rental code violations. Many (probably 50-75%) of rental code violations are resolved upon a first letter from the City Attorney's office. Some require the service (but not filing) of a complaint to achieve compliance with the City rental code.

With respect to nuisance code violations, the chance of litigation is higher. However, we do have some success with achieving cooperation after a letter from the City Attorney's office. Additionally, there is a greater likelihood that an individual who insists on violating the City's nuisance code will disregard any lawsuit. If the defendant is in default and does not contest the lawsuit, it obviously lessens the litigation costs. However, in that scenario, after the City receives a judgment in its favor, it may find itself back in court on a contempt action.

Other ordinance issues, such as enforcement of the City of Excelsior's Historic Preservation Program, may require the initiation of lawsuits, as property owners may be willing to contest its application to their property. After a successful enforcement action, however, the City may find a success rate of compliance by letter or service of a complaint from the City Attorney's office.

Any code enforcement work will require greater time at the outset. The attorney performing the work will need to become familiar with the applicable ordinances, develop necessary form letters required for enforcement, and work with City Staff to develop a procedure for enforcement. Procedures include the documentation of violation (needed for eventual lawsuits, if applicable), the form and number of notice of violations provided by the City prior to the involvement of the attorney, and the amount of time allowed to remedy a violation. Typically, the City will send 1-2 notices followed by only 1 from the City Attorney prior to the service of a complaint.

Of course, as a practical matter, procedure can be tweaked depending on the particular circumstances of a violation. We would anticipate that this initial work would take approximately 10-15 hours of attorney time.

As a general matter, code enforcement work by an attorney typically follows the trajectory below, including tasks and projected time spent.

<b>Task</b>	<b>Projected Time</b>
Gather information and draft letters for Code Enforcement	45 minutes to 1.5 hours per letter (obviously fact dependent)
Draft Complaint	3-5 hours (for nuisance complaint, e.g.)
Draft Motion for Default Judgment	4-6 hours (for nuisance complaint, e.g.)
Preparation for Court Appearance	1-3 hours (for nuisance complaint)
Court Appearance for Default Hearing	1-3 hours (avg. for nuisance complaint)

A recent nuisance code enforcement matter, however, which resulted in the filing of a lawsuit, a default judgment hearing, and additional briefing for the court, resulted in approximately 40 hours of attorney and staff time.

Our billing rate for Ordinance Enforcement work for attorneys ranges from \$180 to 225 per hour, depending on the attorney doing the work. Staff time is \$95.00 an hour.

STAUNTON LAW MEMORANDUM

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5277 Lochloy Drive  
Edina, Minnesota 55436  
(952) 836.1286

TO: Mayor and City Council  
FROM: Kevin P. Staunton  
City Attorney  
RE: Enforcement Issues  
DATE: July 22, 2014

I am writing to follow up on our recent discussions regarding enforcement options. As we have discussed, the City has a variety of options available for enforcing violations of the City Code. Chief among these are (1) criminal prosecution; (2) civil litigation; and (3) administrative penalties. Criminal prosecution is an impractical option for a variety of reasons including an elevated burden of proof, a general tendency for the courts to not take such cases as seriously as more “major” crimes, and limited available remedies. Our recent experience with administrative penalties has revealed that it is not always the best option for achieving compliance with our code or permits, either. As a result, you have asked me to research civil litigation options.

To that end, I met recently with George Hoff and Jared Shepherd of the Hoff, Barry & Kozar law firm to discuss options and costs for staffing civil litigation to enforce code violations in Excelsior. George Hoff works exclusively in the municipal area representing cities. His practice includes both advice and counseling work and litigation. He serves as the city attorney for the City of Maple Grove and is panel counsel for the League of Minnesota Cities Insurance Trust representing cities in litigation all over the state. He has represented Excelsior on litigation matters. Mr. Shepherd is an associate of George’s and does the firm’s civil litigation enforcement for Maple Grove.

At my request, Mr. Shepherd put together a brief memo outlining the typical process and costs associated with his enforcement efforts in Maple Grove. A copy is attached. The memo estimates a typical enforcement matter takes between 9.75 and 18.5 hours and costs between \$1,755 and \$4,162.50 but also notes that a recent case took approximately 40 hours (which would presumably roughly double the cost). Moreover, the examples cited by Mr. Shepherd presume that the defendant will fail to respond thereby permitting the city to obtain default judgment. It’s fair to assume that a contested proceeding could – depending on the particular circumstances – incur costs well beyond \$10,000.

Based on this memo, I’d suggest you consider a budget of \$20,000 for 2015. This amount would permit us to pursue as many as four simple default matters while also positioning us to act on a single more complex matter.

Mayor and City Council  
July 22, 2014  
Page 2

cc: Kristi Luger