

AGENDA
JOINT MEETING
SPECIAL CITY COUNCIL/PUBLIC WORKS COMMISSION
CITY OF CROSSLAKE
MONDAY, APRIL 5, 2021
4:00 P.M. – CITY HALL

CITY COUNCIL

1. City Council Call to Order

PUBLIC WORKS

2. Public Works Commission Call to Order
3. Approve March 1, 2021 Meeting Minutes (Motion)
4. Review Application for Road Right-of-Way Vacation (Motion)
(if you could visit the site before the meeting, that may be helpful)
5. Review Construction Cost Share Agreement with Crow Wing County for Seal Coating (Motion)
6. Memo dated March 31, 2021 from Phil Martin Re: Projects Update
7. Letter dated March 1, 2021 from John Graupman Re: Clarifier Rehabilitation and Lift Station Control Proposals (Motion)
8. Other Business That May Arise
9. Public Works Commission Adjourn

CITY COUNCIL

10. City Council Adjourn

SPECIAL JOINT COUNCIL MEETING
WITH PUBLIC WORKS COMMISSION
CITY OF CROSSLAKE
MONDAY, MARCH 1, 2021
4:00 P.M. – CITY HALL

The Council for the City of Crosslake met in a Special Joint Session with the Public Works Commission on March 1, 2021. The following Council Members were present: Mayor Dave Nevin and Marcia Seibert-Volz. Dave Schrupp and John Andrews attended via Zoom. The following Commission Members were present: Doug Vierzba and Tom Swenson. Gordie Wagner and Dale Melberg attended via Zoom. Also present were City Administrator Mike Lyonais, City Clerk Char Nelson, Public Works Director Ted Strand, Planning Administrator Jon Kolstad and City Engineer Phil Martin. John Graupman of Bolton & Menk attended via Zoom. There were two people in the audience.

1. Mayor Nevin called the Special Council Meeting to order at 4:00 P.M.
2. MOTION 03SP1-01-21 WAS MADE BY DAVE SCHRUPP AND SECONDED BY MARCIA SEIBERT-VOLZ TO APPROVE THE BILLS FOR PAYMENT IN THE AMOUNT OF \$35,994.99. ROLL CALL VOTE WAS TAKEN AND MOTION CARRIED WITH ALL AYES.
3. MOTION 03SP1-02-21 WAS MADE BY JOHN ANDREWS AND SECONDED BY DAVE SCHRUPP TO APPROVE RESOLUTION NO. 21-07 APPROVING OFF-SITE CHARITABLE GAMBLING BY THE NORTHERN LAKES YOUTH HOCKEY ASSOCIATION AT WHITEFISH LODGE AND SUITES ON MARCH 13, 2021. ROLL CALL VOTE WAS TAKEN AND MOTION CARRIED WITH ALL AYES.
4. Public Works Commission Chair Doug Vierzba called the Public Works Commission Meeting to order at 4:03 P.M.
5. MOTION WAS MADE BY TOM SWENSON AND SECONDED BY DOUG VIERZBA TO APPROVE THE PUBLIC WORKS COMMISSION MINUTES OF JANUARY 4, 2021. ROLL CALL VOTE WAS TAKEN AND MOTION CARRIED WITH ALL AYES.
6. MOTION WAS MADE BY TOM SWENSON AND SECONDED BY DOUG VIERZBA TO APPROVE THE PUBLIC WORKS COMMISSION MINUTES OF FEBRUARY 1, 2021. ROLL CALL VOTE WAS TAKEN AND MOTION CARRIED WITH ALL AYES.
7. The Commission reviewed an application from Joe Ruttger and Neal and Elaine Bailey to move a public right-of-way approximately 15 feet to the west of its current location on Whitefish Ave. Neal Bailey explained that Joe Ruttger has agreed to sell a portion of parcel #14010719 to the Bailey's contingent upon the agreement of the City to relocate the current 20-foot right-of-way to the west as proposed in the survey. The remaining pieces on either side of the new right-of-way would then be consolidated to Mr. Ruttger's property on one side and the Bailey's property on the other side. The request does not eliminate a right-of-way. Gordie Wagner questioned how this is a benefit to the City. Mr. Bailey replied that his

lot would almost double in size which would increase tax benefits to the City. Tom Swenson stated that he would be in favor because the City is not giving away a right-of-way. Ted Strand stated that he is in favor of the exchange. Jon Kolstad noted that the Park Commission discussed the matter at their meeting of February 24, 2021 and considered vacating the right-of-way with no exchange of property. MOTION WAS MADE BY TOM SWENSON AND SECONDED BY DALE MELBERG TO RECOMMEND COUNCIL APPROVAL TO MOVE THE RIGHT-OF-WAY BETWEEN RUTTGER'S AND BAILEY'S PROPERTY ON WHITEFISH AVE AS PRESENTED. ROLL CALL VOTE WAS TAKEN AND MOTION CARRIED 3-1 WITH WAGNER OPPOSED.

8. Included in the packet for information was a memo from Bolton & Menk regarding update on projects. Phil Martin reviewed his recommendation for the 2022 road improvement schedule. The proposed schedule would have the planning/design, update to residents, informational meetings, feasibility study, improvement hearings, and approval of final plans take place in 2021. Bids would be awarded in February 2022. Mr. Martin noted that the City needs to decide which projects will be done in 2022 and how the projects will be paid for so that planning can start. Doug Vierzba stated that it is important for the City to review road conditions every year and change the priority list of projects if needed. There is \$40,000 in the 2021 Budget to chip seal Daggett Bay Road and Perkins Road because they were improved in 2020. Phil Martin, Ted Strand and Dave Nevin will review the road conditions by the end of March if weather permits.
9. The Commission reviewed quotes for the replacement of lift station control panels, clarifier rehabilitation, and engineering fees totaling approximately one million dollars. A lengthy discussion ensued about breaking the improvements into stages, ordering the equipment directly to save on sales tax, having City staff install the equipment, and questioning the labor costs. John Graupman's audio connection was unavailable and he could not reply to the questions. Phil Martin stated that labor is a general term and usually includes more than just man power. Ted Strand stated that he would get more information from John Graupman and bring it to the next meeting.

Marcia Seibert-Volz and Dave Schrupp left the meeting at approximately 5:00 P.M. so there was no longer a quorum of the Council present.

10. Included in the packet for information was the City's roadway assessment policy which was adopted by the City Council on August 12, 2019. Ted Strand stated that Council needs to provide direction to the commission and staff on whether they want to make changes to the policy. Doug Vierzba stated that he thinks it is a good policy and that the commission worked on developing it for a long time. Tom Swenson stated that the commission put a lot of time into the policy and that using an appraiser to determine benefit to property is a rational approach. Dale Melberg agreed. Dave Nevin stated that he does not like the policy and that he didn't understand it when the Council adopted it. Mr. Nevin asked if the assessment for road projects was always going to be \$4,000. Ted Strand stated that it would depend on the appraisal, which would be done each year. Dave Nevin stated that the assessment for an overlay should be \$2,000 since it should last half as long as a reconstructed road. Tom Swenson noted that the policy allows the Council to determine which assessment method to use for each project. Mr. Nevin stated that he is afraid the policy will change in a

few years and that it would be unfair for the people who are subject to the current policy. A lengthy discussion ensued regarding the sewer assessment policy and how assessments are different than sewer access charges (SAC). Mr. Nevin stated that the property owners along the proposed sewer extension think they are paying for the entire project because they also have to pay SAC fees on top of the assessment. Doug Vierzba stated that all towns with sewer treatment plants have a SAC fee. The Public Works Commission has proposed to recommend that assessments for sewer construction be spread over a 20-year period rather than the normal 10-year period to help reduce the annual payments made by property owners. The SAC fee could also be assessed over a period of time to reduce the financial burden to property owners who would normally have to pay the entire SAC at the time of connection to the City sewer system. Mike Lyonais gave a brief explanation of the bonding process. Phil Martin noted that the Council has the ability to use the low or high end of the appraisals to determine the assessment amount.

11. Included in the packet for information was the Crow Wing County's 2020 Bridge Inspection Report for Milinda Shores Road Bridge.
12. Included in the packet for information was the Crow Wing County's 2020 Bridge Inspection Report for Sunrise Island Road Bridge. Ted Strand noted that both bridges are in good condition and that the county suggested minor maintenance.
13. Ted Strand reported that residents are asking that the bike/walking paths throughout the City be cleared of snow. The Commission suggested that Mr. Strand bring the issue to the Council for direction.
14. There being no further business at 5:45 P.M., MOTION WAS MADE BY DALE MELBERG AND SECONDED BY TOM SWENSON TO ADJOURN THE MEETING. ROLL CALL VOTE WAS TAKEN AND MOTION CARRIED WITH ALL AYES.

Respectfully submitted by,

Charlene Nelson
City Clerk



Road Right-Of-Way (ROW) Vacation Application

City of Crosslake

13888 Daggett Bay Rd, Crosslake, MN 56442

218.692.2688 (Phone) 218.692.2687 (Fax)

www.cityofcrosslake.org

Receipt Number: 969634

Property Owner(s): Leo P. Varley Revocable Trust dated 2/10/95

Mailing Address: 226 Grotto Street South St. Paul, MN. 55105

Site Address: 11341 Whitefish Avenue Crosslake, MN. 56442

Phone Number: 612-670-2165

E-Mail Address: lpvarley@gmail.com

Parcel Number(s): See attached 140107064 14010705

Legal Description: See attached Lot 1, Blk 31 & Lot 13, Blk 30

Section 1 Township 137 Range 27 / 28 (circle one)

Lake/River Name: Whitefish Lake

Do you own land adjacent to this parcel(s)? X Yes No

If yes list Parcel Number(s) 14010706 / 14010705

Authorized Agent: Kevin T McCormick Project Manager Land Design Solutions LLC

Agent Address: 11821 Lake Trail, Crosslake, MN 56442

Agent Phone Number: 218-820-0854

Signature of Property Owner(s) Leo P. Varley

Date 2/15/21

Signature of Authorized Agent(s) Kevin T. McCormick

Digitally signed by Kevin T. McCormick
Date: 2021.02.15 12:45:44 -0600

Date 02/15/2021

(Check applicable requests)

☒ Road Right-Of-Way (ROW) Vacation

☐ _____

Official Use Only:

5-3-2021

Public Works Meeting Date:

3-24-2021
Water Access ROW only; Parks & Recreation Meeting Date:

City Council Public Hearing Meeting Date:

- All applications must be accompanied by a signed Certificate of Survey (**Coordinate with city staff- Public Works, Parks & Recreation and City Attorney**)
- Fee \$1,000 for ROW Vacation Payable to "City of Crosslake"
- No decisions will be made on an applicant's request at the Commission meeting(s). Approval or denial of applications is determined by the City Council at a public meeting as per Minnesota Statute 462 and the Code of City Ordinances, City of Crosslake, Chapter 42, Article V.

For Office Use:

Application accepted by Cheryl Stuckmayer

Date 3-5-2021

Date of Approval: _____ Denial: _____ by Public Works

Date of Approval: _____ Denial: _____ by Parks and Recreation

Date of Approval: _____ Denial: _____ by City Attorney

Date of Approval: _____ Denial: _____ by City Clerk

Attn: Mike Lyonais
City Administrator
13888 Daggett Bay Road
Crosslake, MN 56442

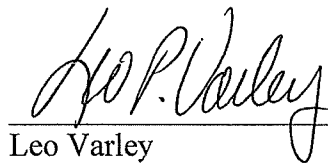
I hereby request to vacate the platted 20' right of way of Hillcrest Beach, in the plat of Manhattan Beach Second Addition.

My wife and I own the properties on each side of the roadway shown on the enclosed Certificate of Survey. (Parcel ID No. 14010703, 14010704, 14010705, 14010706)

The roadway was dedicated for public use when the plat was recorded in 1927. This roadway does not provide any useful purpose for the City of Crosslake or the general public. Limited parking is available on the adjacent roadways. The bluff conditions make access to the lake shore extremely difficult, as well as a public safety hazard.

Due to the circumstances outlined in this petition we would ask the City of Crosslake to consider vacating the roadway of Hillcrest Beach, in the plat of Manhattan Beach Second Addition.

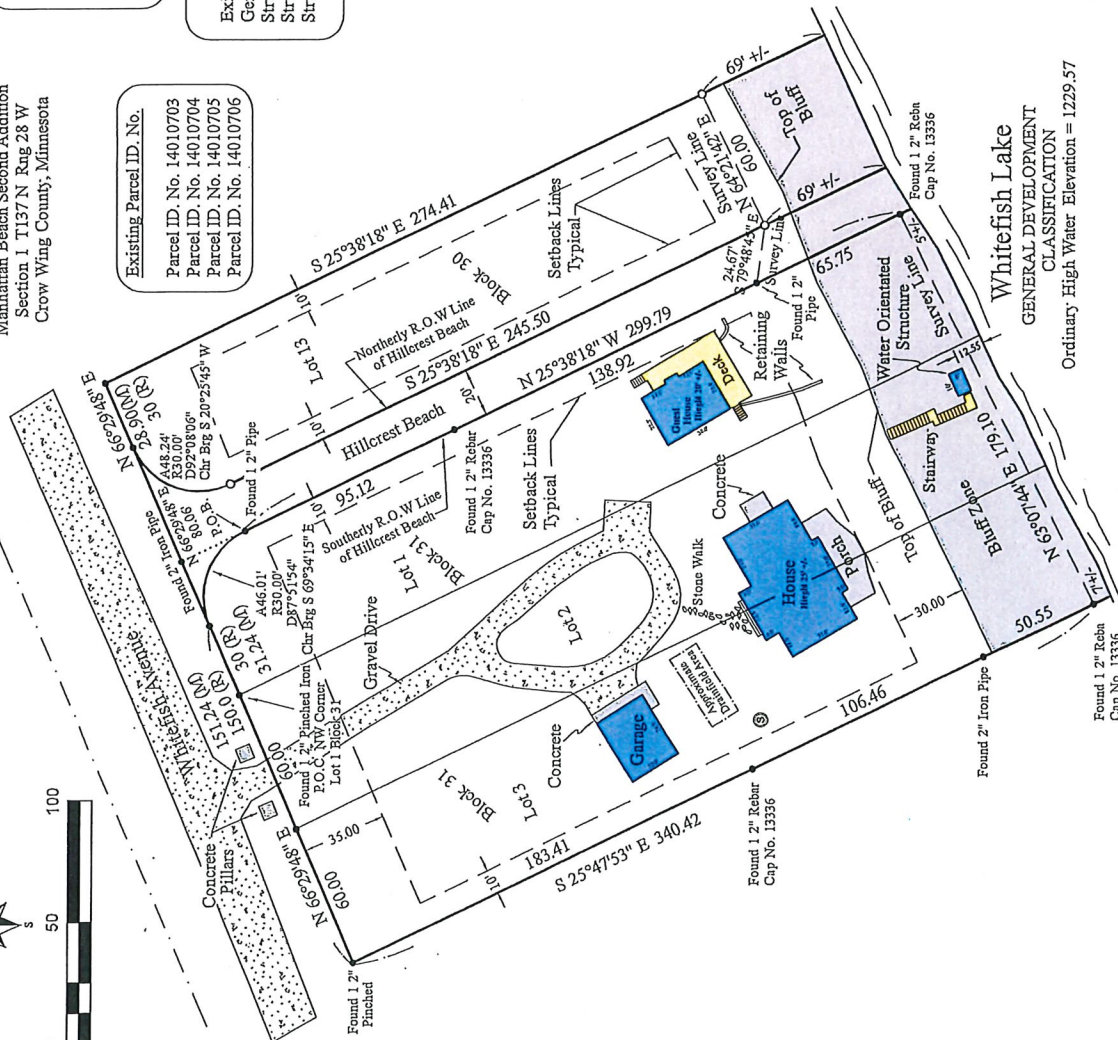
Thank you for your time and consideration in this matter.

A handwritten signature in cursive script, reading "Leo P. Varley", is written over a horizontal line.

Leo Varley
226 Grotto Street South
St. Paul, MN 55105

Certificate of Survey

Lots 1,2,3 Block 31 Lot 13 Block 30
Manhattan Beach Second Addition
Section 1 T137N R8W 28W
Crow Wing County, Minnesota



Whitefish Lake
GENERAL DEVELOPMENT
CLASSIFICATION
Ordinary High Water Elevation = 1229.57

Total Area Lots 13, Block 30 19,668 Sq. Ft. +/- 0.45 Acres +/-
Total Buildable Area 8,861 Sq. Ft. +/-

Total Area Lots 1,2,3, Block 31 61,356 Sq. Ft. +/- 1.4 Acres +/-
Total Buildable Area 35,943 Sq. Ft. +/-

Impervious Surface Calculations

Existing House	1,972 Sq. Ft. +/-
Existing Guest House	680 Sq. Ft. +/-
Water Orientated Structure	60 Sq. Ft. +/-
Existing Garage	634 Sq. Ft. +/-
Existing Concrete	721 Sq. Ft. +/-
Existing Gravel Drive	3,579 Sq. Ft. +/-

Total Impervious Surface Area 7,646 Sq. Ft. +/-

Total Impervious Surface Area 7,646 Sq. Ft. +/- = 12%
Total Area Lots 1,2,3, Block 31 61,356 Sq. Ft. +/-

Area of Proposed Road Vacation 7,059 Sq. Ft. +/-

Legend

- Found Survey Monument
- Set 5/8" Rebar Cap No. 15294
- (R) Record Distance
- (M) Measured Distance
- P.O.C. - Point of Commencement
- P.O.B. - Point of Beginning

Existing Zoning is "Shoreland"
General Development Lake Setback = 75'
Structure Side Line Setback = 10'
Structure Roadway Setback = 35'
Structure Setback Top of Bluff = 30'

Legal Descriptions of Record

Warranty Deed Document No. T242191

Lot 13, Block 30, in Manhattan Beach Second Addition

Subject to flowage easement deeds Book 31 of Deeds, Page 129 and Book 57 of Deeds, Page 602

Certificate of Trust Document No. 0202387

Lots 1,2, and 3, Manhattan Beach Second Addition according to the plat thereof on file or of record in the office of the Registrar of Title in and for Crow Wing County, Minnesota.

Proposed Hillcrest Beach Vacation Legal Description:

That part of vacated Hillcrest Beach, Manhattan Beach Second Addition according to the plat of record in the office of the County Recorder, Crow Wing County, Minnesota more particularly described as follows:
Commencing at the northwest corner of Lot 1 Block 3, said plat; thence North 66 degrees 29 seconds 48 minutes East assumed bearing, along the northerly line of said Lot 1 Block 31, said plat a distance of 30.00 feet; thence southeasterly along a tangential curve, concave to the southwest, radius 30.00 feet, central angle 87 degrees 51 minutes 45 seconds, 46.01 feet; and the chord of said curve bears South 69 degrees 34 minutes 15 seconds East, to the point of beginning of the tract to be described; thence returning northeasterly along said tangential curve, concave to the southwest, radius 30.00 feet, central angle 87 degrees 51 minutes 54 seconds; 46.01 feet; and the chord of said curve bears North 69 degrees 34 minutes 15 seconds West; thence North 66 degrees 29 minutes 48 seconds East 80.06 feet; thence along a non-tangential curve, concave to the southeast, radius 30.00 feet, central angle 92 degrees 08 minutes 06 seconds, 48.24 feet; and the chord of said curve bears South 20 degrees 25 minutes 45 seconds West; thence South 25 degrees 38 minutes 18 seconds East 314.50 feet, more or less, to the shoreline of Whitefish Lake; thence southeasterly along said shoreline to an intersection with a line bearing South 25 degrees 38 minutes 18 seconds East, from the point of beginning; thence North 25 degrees 38 minutes 18 seconds West 300.00 feet, more or less, to the point of beginning.

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON
THE CROW WING COUNTY COORDINATE SYSTEM



Certificate of Survey
Prepared For: Leo Varley

Signature: John J. Hinder
I hereby certify that this survey was completed by me, or under my direct supervision and that I am a duly licensed Land Surveyor of the State of Minnesota.

DATE: 03/25/2021 SCALE: 1" = 100' PROJECT NO. 14-011



BREEN & PERSONE

Attorneys At Law

March 12, 2021

TO: Neighbors of Hillcrest Beach in the Plat of MANHATTAN BEACH SECOND
ADDITION

RE: Vacation

To Whom It May Concern:

I represent the City of Crosslake in regards to the vacation of a part of Hillcrest Beach, as described on attached Exhibit "A", a beach depicted in the plat of MANHATTAN BEACH SECOND ADDITION. I have enclosed a Certificate of Survey for your reference. I have also enclosed a Notice of Public Hearing and proposed Resolution Vacating Property from the City of Crosslake.

As you can see, the Public Hearing is scheduled for Monday, May 10, 2021 at 7:15 P.M. at the Crosslake City Hall.

Please feel free to contact me if you have any questions or concerns.

Yours truly,



J. Brad Person

brad@breenandperson.com

direct: 218-454-2155

Brainerd Office

JBP/sjne
Enclosures

From: jason baca <ecocafemx@hotmail.com>
Sent: Monday, March 15, 2021 9:32 PM
To: tgraumann@crosslake.net
Subject: Varley-manhattan beach property vacate

Crosslake- To Whom it may apply

TJ- Could you forward this to the correct people or give me the emails?

I appreciate your time!!

My name is Jason Baca

I own 11370 and 11412 Whitefish Ave. When I originally purchased the properties and built my home there were stairs there and I went and swam on the beach every day for many years. When I bought the lot, the seller said they were put there when the inland lots were platted so the non lakeshore owners had access to the water. I enjoyed that for years and would like to continue to do so. I would like to ask the City for "use and maintenance" permit so I can upkeep the lot and improve the value to the city and have a swimming hole for non rich inland folks.

What do the Crosslake taxpayers have to gain for "Charitably DONATING" a valuable piece of property to a "very wealthy family"????

I hope at least for now that you understand that me and many others were under the "perception" these lots were platted for non lakeshore owners to swim or watch the sunset, etc.

I hope you decide to not "donate" and "vacate" the Manhattan beach lots to people with lawyers that are much richer than our own lawyers and look at this from all the inland property owners on Whitefish Ave.

I would suggest you ask our elected officials to lobby the state and ask the state of Minnesota to "stop controlling property not owned by them" and allowing city property be maintained or sold at the discretion of the local authorities, but not the state. I own a commercial lawn service with a very good insurance policy and would like to ask the council to "voluntarily let me maintain this easement at no expense or liability to them" by granting me "use" permit or whatever legal permit I may need to.

Thanks

Jason Baca
218-851-6528

**CONSTRUCTION COST SHARE AGREEMENT
WITH THE CITY OF CROSSLAKE (CP 18-200-109 & CP 18-300-27)
FOR THE BITUMINOUS SEAL COAT OF
ROADWAYS UNDER THE JURISDICTION OF
CROW WING COUNTY, FIRST ASSESSMENT DISTRICT, CITY OF CROSBY, CITY
OF CROSSLAKE, CITY OF FIFTY LAKES, CITY OF LAKESHORE, DEERWOOD
TOWNSHIP, IDEAL TOWNSHIP, CENTER TOWNSHIP, MAPLE GROVE TOWNSHIP,
AND ROSS LAKE TOWNSHIP.**

This Agreement is made and entered into this day of _____, 2021, by and between the County of Crow Wing, State of Minnesota, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "County", and the City of Crosslake, City Hall, 37028 County Road 66, Crosslake, MN 56442 hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties mutually agree that a bituminous seal coat desired by the City to be applied to the roadways listed in Attachment A has the potential to result in overall costs savings when combined with the County Project to provide a bituminous seal coat to County roadways and other local agency roadways, and,

WHEREAS, the County has budgeted funds to complete the project; and,

WHEREAS, the Crow Wing County Highway Department has prepared plans and specifications for the project entitled BITUMINOUS SEAL COAT, which plans and specifications are on file in the office of the County Engineer;

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of constructing project CP 18-200-109 & CP 18-300-27. This agreement identifies funding responsibilities and also future responsibilities upon project completion. Attachment B (estimate) is considered a part of this agreement.

II. Duties

A. Design and Construction

For this project, the County shall provide all design-engineering services unless otherwise stated in this agreement. The County shall provide all construction-engineering services, with the City being responsible for its share of design engineering/project development as identified in Attachment B. Attachment B is an estimate and final costs will be determined upon project completion. The County shall do the calling for all bids and the acceptance of all bid proposals and shall enter into a construction contract as the "owner" for purposes of the project.

B. Inspection and Approval

The County shall provide construction inspection and staking for the Project and approval for acceptance of the work as it is completed. The County shall also be available to inspect said work and notify the City of any concerns that arise during or after the completion of the Project. Approval of the completed construction shall be completed by the County and the City.

III. COSTS

A. Project Costs

The project costs identified in this agreement are based upon current estimates. Attachment B identifies the agreed upon cost share quantities and estimated costs. Actual final costs for each agency will be determined by actual final quantities.

B. SUMMARY OF ESTIMATED COSTS - The estimated construction and engineering costs of the projects are shown in Attachment B and are summarized as follows:

Total Estimated Construction Costs	\$1,618,449.35
Estimated City Construction Costs	\$17,418.32
Estimated City Engineering Costs	\$1,741.83
Total Estimated City Costs	\$19,160.15

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed pursuant to law. Upon project completion, a final cost accounting will be performed totaling costs related to the Project. An invoice will be prepared by the County and submitted to the City. The City shall reimburse the County within 30 days of receipt of invoice.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformity with State law.

VII. ACCOUNTABILITY

An accounting shall be made of all receipts and disbursements upon request by either party.

VIII. TERMINATION

This Agreement shall terminate upon completion of all obligations of the parties under this Agreement. This Agreement may be terminated prior to completion by either party only for breach of this Agreement or by mutual consent of the parties.

X. NOTICE

For purposes of deliver of any notices hereunder, the notice shall be effective if delivered to the Office of the Crow Wing County Highway Department, 16589 CR 142, Brainerd, MN 56401, on behalf of the County, and the City of Crosslake, 37028 County Road 66, Crosslake, MN, on behalf of the City.

XI. INDEMNIFICATION

To the extent allowed by law, the County and the City mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF CROW WING

By: _____
Robert Hall, P.E.
Assistant County Engineer

Dated: _____

CITY OF CROSSLAKE

By: _____
Char Nelson
City Clerk

Dated: _____

2021 SEAL COAT PROJECT
PROJECT NO. CP 18-200-109 & CP 18-300-27
CROW WING COUNTY, FIRST ASSESSMENT DISTRICT, CITY OF CROSBY,
CITY OF CROSSLAKE, CITY OF FIFTY LAKES, CITY OF LAKESHORE , DEERWOOD TOWNSHIP,
IDEAL TOWNSHIP, CENTER TOWNSHIP, MAPLE GROVE TOWNSHIP, AND ROSS LAKE TOWNSHIP.

Crow Wing County

CSAH 33	CSAH 11	CR 127	CR 137
CSAH 23	CSAH 16	CR 112	
CSAH 25	CSAH 48	CWC Parking Lots	

First Assessment District

Bonnie Road	North Long Lake Road	Sanctuary Way
Stallman Road	East Shore Drive	

City of Crosby

Arville Avenue	Pine Street	Glenn Avenue
Poplar Street	11 th Avenue SW	Erie Avenue
10 th Avenue SW	7 th Avenue SW	2 nd Street SW
Cross Avenue N	Deblock Drive	6 th Street NE
5 th Avenue NE	5 th Street NE	3 rd Avenue E

City of Crosslake

Daggett Bay Road/Brook Street	Perkins Road
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City of Fifty Lakes

Kego Lake Road	Peninsula Road	Parking Lot
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City of Lakeshore

Jacobs Road	Ebert Drive	Wienzel Point Road
Pamela Drive	Portview Road West	

Deerwood Township

Black Lake Road	Lake Shore Road	Ministers Point	White Pine Drive
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Center Township

Green Forest Circle

Ideal Township

Father Foley	Fire Station 2	South Arrowhead Drive
South Point Drive	Sunset Shores	Trout Lake Drive
Wabigoniss Shores	Echo Bay Road	Townhall/Fire Station #1
Old County Road 16	Old Whiskey Road	Peoria Road
Silver Peak Road	South Clamshell Drive	Sunny Shores Drive
West Shore Drive	Valhalla Road	

Maple Grove Township

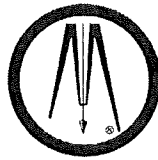
Leisure Lane

Ross Lake Township

Cuyuna Trail
McNeal Road

ATTACHMENT B

NOTES	ITEM NUMBER	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	CROW WING COUNTY	CWC PARKING LOTS	FAD ROADS	CITY OF CROSBY	CITY OF CROSSLAKE	CIFY OF FIFTY LAKES	CITY OF LAKESHORE	IDEAL TWSP	CENTER TWSP	DEERWOOD TWSP	MAPLE GROVE TWSP	ROSS LAKE TWSP	UNIT PRICE	CROW WING COUNTY	CWC PARKING LOTS	FAD ROADS	CITY OF CROSBY	CITY OF CROSSLAKE	CIFY OF FIFTY LAKES	CITY OF LAKESHORE	IDEAL TWSP	CENTER TWSP	DEERWOOD TWSP	MAPLE GROVE TWSP	ROSS LAKE TWSP	TOTAL COST
	2021.501	MOBILIZATION	LUMP SUM	1	0.65	0.01	0.05	0.03	0.01	0.03	0.04	0.12	0.01	0.02	0.02	0.01	\$30,000.00	\$19,500.00	\$300.00	\$1,500.00	\$900.00	\$300.00	\$900.00	\$1,200.00	\$3,600.00	\$300.00	\$600.00	\$600.00	\$300.00	\$30,000.00
1	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	46		10	2	8	1	4	2	17		2			\$120.00	\$0.00	\$1,200.00	\$240.00	\$960.00	\$120.00	\$480.00	\$240.00	\$2,040.00	\$0.00	\$240.00	\$0.00	\$0.00	\$5,520.00
2	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GALLON	65682	45211	576	2836	1693	624	1814	2234	7025	311	1102	1408	848	\$2.10	\$94,943.10	\$1,209.60	\$5,955.60	\$3,555.30	\$1,310.40	\$3,809.40	\$4,691.40	\$14,752.50	\$653.10	\$2,314.20	\$2,956.80	\$1,780.80	\$137,932.20
3	2356.504	BITUMINOUS SEAL COAT FA- 2.0	SQ YD	117083								117083					\$0.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$81,957.94	\$0.00	\$0.00	\$0.00	\$0.00	\$81,957.94
3	2356.504	BITUMINOUS SEAL COAT FA- 2.5	SQ YD	782996	562423	9601	44961	28206	10403	30221	36035		5180	18367	23467	14133	\$0.70	\$393,696.10	\$6,720.39	\$31,472.70	\$19,743.89	\$7,281.87	\$21,155.01	\$25,224.50	\$0.00	\$3,626.00	\$12,856.59	\$16,426.67	\$9,893.33	\$548,097.04
4,5	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GALLON	291580	183293	3072	14504	9026	3329	9671	11651	37467	1658	5877	7509	4523	\$2.45	\$449,067.85	\$7,526.40	\$35,534.80	\$22,113.70	\$8,156.05	\$23,693.95	\$28,544.95	\$91,794.15	\$4,062.10	\$14,398.65	\$18,397.05	\$11,081.35	\$714,371.00
6	2563.601	TRAFFIC CONTROL	LUMP SUM	1	0.65	0.01	0.05	0.03	0.01	0.03	0.04	0.12	0.01	0.02	0.02	0.01	\$25,000.00	\$16,250.00	\$250.00	\$1,250.00	\$750.00	\$250.00	\$750.00	\$1,000.00	\$3,000.00	\$250.00	\$500.00	\$500.00	\$250.00	\$25,000.00
	2580.503	INTERIM PAVEMENT MARKING	LIN FT	208720	183562		14370					10788					\$0.10	\$18,356.20	\$0.00	\$1,437.00	\$0.00	\$0.00	\$0.00	\$1,078.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,872.00
	2582.503	4" SOLID LINE PAINT	LIN FT	449888	433321		3956			1817	10788	6					\$0.06	\$25,999.26	\$0.00	\$237.36	\$0.00	\$0.00	\$109.02	\$647.28	\$0.36	\$0.00	\$0.00	\$0.00	\$0.00	\$26,593.28
	2582.503	6" SOLID LINE PAINT	LIN FT	982	849							133					\$1.20	\$1,018.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$159.60	\$0.00	\$0.00	\$0.00	\$0.00	\$1,178.40
	2582.503	24" SOLID LINE PAINT	LIN FT	570	386						12	172					\$8.00	\$3,088.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96.00	\$1,376.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,560.00
	2582.503	4" BROKEN LINE PAINT	LIN FT	26570	25550		1020										\$0.06	\$1,533.00	\$0.00	\$61.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,594.20
	2582.503	8" DOTTED LINE PAINT	LIN FT	311	311												\$0.70	\$217.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$217.70
	2582.503	4" DOUBLE SOLID LINE PAINT	SQ FT	66278	55881		5003				5394						\$0.11	\$6,146.91	\$0.00	\$550.33	\$0.00	\$0.00	\$0.00	\$593.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,290.58
	2582.518	PAVEMENT MESSAGE PAINT	SQ FT	2075	2047					23		5					\$6.20	\$12,691.40	\$0.00	\$0.00	\$0.00	\$0.00	\$142.60	\$0.00	\$31.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,865.00
TOTAL																		\$1,042,508.32	\$17,206.39	\$78,238.99	\$48,022.89	\$17,418.32	\$51,039.98	\$63,316.27	\$198,711.55	\$8,891.20	\$30,909.44	\$38,880.52	\$23,305.48	\$1,618,449.35
10% design, construction, and Admin.																		\$0.00	\$0.00	\$4,802.29	\$1,741.83	\$5,104.00	\$6,331.63	\$19,871.16	\$889.12	\$3,090.94	\$3,888.05	\$2,330.55		
Total																		\$17,206.39	\$78,238.99	\$52,825.18	\$19,160.15	\$56,143.98	\$69,647.90	\$218,582.71	\$9,780.32	\$34,000.38	\$42,768.57	\$25,636.03		



**BOLTON
& MENK**

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MEMORANDUM

Date: March 31, 2021
To: Ted Strand, Public Works Director
From: Phil Martin, PE
Subject: Projects Update for April 5, 2021 Public Works Meeting

CSAH 66 Sanitary Sewer Extension / Storm Water Quality Improvements

Comments from the City and County were received and are being incorporated into the plans. The project specifications are being assembled so that the improvements are ready to bid when the City is ready to proceed with construction. One thing I want to note is that one of Crow Wing County's comment was that they have requested we use a warm mix bituminous pavement when CSAH 66 is reconstructed.

Delayed 2021 Improvements Update

Since the last meeting, we attended a pavement review meeting with Ted and reviewed some of the original pavement ratings from 2018. The meeting was originally planned for March 11, 2021 but due to a heavy snowfall was postponed until March 17, 2021. Based on that meeting we would like to offer an opportunity for members of the PW Commission or the Council to attend a review of some the proposed improvement areas and answer questions. With the pavement clear and the adjoining areas clear of snow, the review will help us identify the scope of our services so we can prepare a proposal for engineering service and address questions or concerns identified.

The tentative thought is to view portions of the following areas based on feedback from the PW Committee:

- Whitefish Avenue
- Rushmoor Blvd/Trail
- Wild Wind Ranch Drive
- Birch Narrows Road
- Harbor Lane
- Eagle Street
- Anderson Court
- Dancing Bear Drive
- Others?

We also have requested and are working with City staff to obtain information that was collected by Widseth for previous feasibility work on the 2021 Improvements.



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VIA EMAIL

March 1, 2021

Ted Strand, Public Works Director
City of Crosslake
37028 County Rd. 66
Crosslake, MN 56442-2528
publicwk@crosslake.net

RE: Clarifier Rehabilitation and Lift Station Controls Proposals
City of Crosslake, Minnesota
Project No. M25.119925

Dear Ted:

I. Work Summary

The city's wastewater treatment facility was originally constructed in 2001-2002. The main facility is 18 years old. While most major components can be maintained by staff, the clarifier mechanisms are not easily maintained. The clarifier mechanisms are located in two (2) concrete tanks, 12-ft. in depth and 18-ft. in diameter. The mechanisms have few moving wear parts and generally fail with corrosion. The current clarifier arrangement also limits the treatment efficiency due to short-circuiting of flow. The useful life of any wastewater equipment, particularly submerged equipment, is 20-years, so the clarifier equipment has effectively reached this life. The concrete tanks typically have an effective life of 40-60 years or longer and are still in decent condition. The clarifier was drained and inspected in the fall of 2020. The inspection included a structural engineer and the equipment representative. Based on the results of the inspection, a rehabilitation option was developed. This includes:

- Removal and replacement of gearbox and drive motor;
- Revise and replace effluent weirs;
- Modify existing piping and scum equipment;
- Replace failing slide gates;
- Sandblast and paint existing steel components;
- Miscellaneous controls and associated electrical work.

The facility also has multiple lift stations with control panels original to 2002. These have been repaired through the years and currently have many obsolete components. Most critical is they are deficient in remote alarming and observation capability. The city recently installed fiber optic cable to each lift station as preparation for future upgrades to these panels. A proposal was received from the city's control integrator for these panels last fall. This has been updated for a new schedule and is attached to this letter. These panels are essentially replacement panels with

remote access and alarm upgrades. These do not require any further design engineering and could be approved at any time. The city can select to pursue these as a full package or select a few individual stations. There is an economy of scale volume discount offered for replacing these all at one time. We recommend considering replacing these complete if budget allows, as all the panels are of similar conditions and risk. However, at a minimum, we recommend replacing the three with the most current hours of use and daily flow.

II. Schedule

The clarifier equipment work can be done at any time, but it would be preferable to complete this in the fall when wastewater flows are lower. The equipment could have a significant lead time as this is custom equipment that requires development of submittal drawings, review and approval. Then the equipment would be manufactured. This process is often 15-20 weeks. Installation would be staggered with only one clarifier off-line at a time. The city should assume each clarifier would be off-line for 4-6 weeks to allow time for the paint to fully cure before submerging it. In order to maintain this schedule, the city would need to begin design soon. The following schedule is based on a typical design-bid-build process. The city could act as a general, provide some labor in-house, and hire contractors for specific tasks. That could possibly save some time and cost. This process has two main drawbacks, the first being staff time is limited and time spent on this will detract from other responsibilities. Second, the city would incur the liability of scheduling, coordination, and material issues, etc. We recommend a possible hybrid approach with the city direct purchasing equipment in advance and coordinating certain items, but bidding the majority of the project with a general contractor. A full schedule is as follows:

- City Approval February - March 2021
- Design Improvements March - May 2021
- MPCA Review May 2021
- Bid Improvements May - June 2021
- Construction July 2021 - March 2022

The lift station control panels are further along in the process and ready to move directly to construction. A full schedule is as follows:

- City Approval February - March 2021
- Fabrication 20-24 weeks
- Installation September - October 2021

III. Engineering Scope

The engineering costs related to the proposed improvements are presented in the following table. The scope of this proposal is for design services thru the bidding of the project. Construction related service scope and fees would be determined after bidding. The project design scope and costs are as follows:

Engineering Costs		
Clarifier Rehabilitation - City of Crosslake, Minnesota		
Task 1 – Design		\$39,350
	• Final design and preparation of contract documents	
	• Structural engineering	
	• Electrical engineering	
	• Process and civil engineering	
	• Review meetings	
	• Staff review at 50%, 80% and final	
Task 2 – Bidding		\$5,960
	• Advertising and plan distribution	
	• Contractor questions and addendums	
Task 3 – Control Panels		\$7,200
	• Submittal review and approval	
	• Construction coordination and start-up	
Task 4 – Clarifier Construction		\$38,600
	• Submittal review and approval	
	• Onsite inspection	
	• Start-up services	
	• As-built drawings	
TOTAL ENGINEERING COSTS		\$91,110

Tasks 1 and 2 would be billed as lump sum fees. Due to the nature of construction and the possibility of unforeseen conditions and schedules, we would propose an estimated hourly fee for Task 3 and Task 4.

While the final scope of the project may change, the proposed work is budgeted for a construction cost of \$500,000 for the clarifiers and \$399,830 for all the control panels (excluding tax). Total estimated project costs with all components and engineering are \$1,000,000.

IV. Asset Management Plan

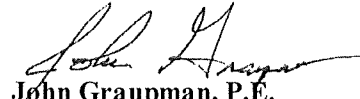
The city has significant investment in the wastewater infrastructure. The majority of this was constructed in 2001-2002 and has met its useful life. The current infrastructure would have a replacement value exceeding \$15 million. Understanding this value and the impact maintenance would have on future financial planning, it was requested to have city wastewater staff review the “crystal ball” with us to develop a range of potential future maintenance items. This is similar to asset management plans which review the age and condition of all components and develop a projected replacement schedule over the next 20-years. The level of detail in this report can vary as can the range of components reviewed. If the city has interest, we could provide a proposal for this plan.

Ted Strand
City of Crosslake
March 1, 2021
Page 4

We are excited to work with the city on these projects. Should you have any questions, please feel free to contact me at (507) 380-0433.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in black ink, appearing to read "John Graupman", written over the printed name.

John Graupman, P.E.
Principal Environmental Engineer

cc: Phil Martin – Bolton & Menk, Inc.



PROPOSAL # QM20090101-03

To: City of Crosslake, MN

Date: February 26, 2021

From: Jeff Iverson

Valid: 30 days

Page: 1 of 9

Attn: Ted Strand – Public Works Director
John Graupman – Bolton & Menk

Re: Crosslake, MN Lift Station Control Panel Replacements

In Control, Inc. is pleased to provide our proposal for materials and services as part of the project referenced above. This proposal is based on our original proposal dated October 16, 2020. Because of certain market conditions related to hardware we are able to honor our pricing from last year for the next 30 days. This proposal includes pricing to replace Lift Station F (Main) that was not part of the scope of the previous proposal. Lift Station F (Main) has experienced control related issues recently that can only be remedied by control panel replacement. We have targeted replacement of the first lift station right after Labor Day due to reduced flow related to decreased tourism and seasonal rains.

This proposal is based upon a site visit on 8-25-20 with John Graupman and Nate Deshayes where we inspected the following sewage lift station control panels:

- Lift Station A (East Shore)
- Lift Station B (Reeds)
- Lift Station C
- Lift Station D (Seaberg)
- Lift Station E (Channel Liquors)
- Lift Station F (Main)
- Lift Station G (Holiday)

All lift station control panels except for Lift Station F (Main) were inspected to determine the best method to incorporate remote monitoring to the SCADA system located at the WWTF on 8-25-20. Information for Lift Station F (Main) was already on file as part of the 2017 WWTF Improvements Project. Each of the lift station control panels except Lift Station F (Main) are nearly identical in design and have the following primary features:

- 78"H X 36"W X 12"D Stainless Steel Enclosure with inner door
- Alarm Beacon, Alarm Horn, Portable Generator Receptacle
- Utility Disconnect/Circuit Breaker and Utility Power Meter
- Fiber Optic Internet Service (installed but not used at this time)
- Main & Generator Circuit Breakers, Pump Circuit Breakers, Pump Full Voltage Non Reversing Starters
- Pump overtemp and seal fail relays

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- US Filter proprietary pump controller with keypad/display
- US Filter proprietary submersible level transducer
- High and Low Level float switches

After inspection of each lift station control panel the following items were of concern:

- The US Filter proprietary controller “brain” of each control panel that monitors wetwell level and starts/stops each pump is obsolete and no longer available. US Filter went out of business over 15 years ago and replacement parts are not available. The controller does not have communication capabilities to allow direct monitoring of the station from the WWTF SCADA system.
- The US Filter proprietary submersible level transducer is obsolete and no longer available and replacement parts are not available.
- The control panel high voltage components are combined with the low voltage control components in close proximity. Issues related to personnel safety are present.
- Undocumented panel modifications have been made over the years that were necessary to keep each lift station functioning. Troubleshooting problems without adequate documentation is difficult.

Due to the age of each lift station control panel (17 years) and the concerns identified we are recommending replacement of each lift station control panel. The new lift station control panels will be manufactured using readily available “off the shelf” components. Each of the lift station control panels will be of nearly identical design and have the following primary features:

- 66”H X 36”W X 24”D Double Sided Stainless Steel Enclosure with inner doors
 - The panel height includes an 18” Air Gap leg kit with vented skirt
 - The panel width will fit in the same location as the existing control panel reducing overall work to re-route existing utility power and fiber communications.
 - The panel will have a single lockable door on each side.
 - One side will be dedicated to low voltage control components
 - One side will be dedicated to high voltage power components
 - Alarm Beacon (it was requested to remove the alarm horn)
 - Portable Generator Receptacle
 - Utility Disconnect/Circuit Breaker and Utility Power Meter
 - Allen Bradley Programmable Logic Controller and touch screen Operator Interface Terminal
 - Internet Communications monitoring interface to WWTF SCADA system
 - Main & Generator Circuit Breakers, Pump Circuit Breakers, Pump Full Voltage Non Reversing Starters
 - Pump overtemp and seal fail relays
 - Radar Level Transmitter with intrinsic safety barrier
 - High Level Float switch with intrinsic safety barrier. High Level Float switch will cause the station pumping to go into a hardware float backup mode that will function in the event of PLC failure

Lift Station A (Main) control panel is nearly identical to the other lift station control panels with the exception of the use of variable frequency drives instead of full voltage motor starters to power each of the pumps.



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Materials and Services Proposed

Item 1 - Professional Engineering

- A. One project manager will be assigned as a primary point of contact through project completion
- B. A project team consisting of up to (3) engineers will be assigned to the project
- C. Engineering review meetings will be conducted on a timely basis as required
- D. Industry best practices, proven control approaches and standardize objects will be implemented in the design, configuration and development of the entire system
- E. Completely new controller configurations will be engineered for this specific project
- F. The entire design will be completed internally with functional testing prior to start up
- G. Complete documentation will be provided

Item 2 - Lift Station Control Panel

We will provide the following Lift Station Control Panel:

- A. Free standing 66"H X 36"W X 24"D Double Sided Enclosure with inner doors
- B. Welded 14 gauge 304 stainless steel
- C. Drip shield
- D. Stainless steel door hardware
- E. Door handle with 3 point latch and provisions for padlock
- F. Door wind catches
- G. Inner doors with the following items assembled on door front:
 - 1. Utility and Portable Generator Circuit Breakers with sliding interlock
 - 2. Pump Circuit Breakers
 - 3. Pilot Lights, Pushbuttons, Selector Switches, Hour Meters
- H. 18" leg kit
- I. Ventilated skirts with bug screens
- J. Doors, sides, top, bottom insulated. Doors to have removable insulation panels for summer operation.
- K. Lifting eyes
- L. Door print pocket
- M. Alarm Light

Item 3 - Lift Station Control Panel Power Components

- A. Utility and Portable Generator Circuit Breakers with mechanical interlock
- B. Generator Receptacle (Verify match with City generator plug)
- C. Three Phase Power Monitor
- D. Power Distribution Blocks
- E. Surge Protection
- F. Pump Circuit Breakers
- G. Pump FVNR Motor Starters with Thermal Overload Protection
- H. Pump Variable Frequency Drives (Lift Station A - Main only)

Item 4 - Lift Station Control Panel Control Components

- A. Selector Switches, Pilot Lights, Pushbuttons
- B. Run Time Meters
- C. Relays
- D. Circuit Breakers
- E. Timing Relays



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- F. Seal Fail/Overtemp (Verify Pump Manufacturer)
- G. Wiring Terminal Blocks
- H. Fused Terminal Blocks
- I. 120 VAC Surge Protection
- J. Direct Current Power Supply
- K. Exterior Alarm Light
- L. Uninterruptible Power Supply
- M. Intrinsic Safety Barrier (Digital)
- N. Intrinsic Safety Barrier (Analog)
- O. PLC Allen Bradley MicroLogix
- P. PLC Backup Memory Module
- Q. Remote Monitoring Hardware Firewall

Item 5 - Field Equipment (Wet well)

- A. Radar Level Transmitter
- B. High Level Float Switch

Item 6 - Control Panel Layout

- A. Panel Exterior
 - 1. Alarm Light
 - 2. Generator Receptacle
 - 3. Air Conditioner (Lift Station A - Main only)
- B. Inner Door Arrangement
 - 1. Power Equipment Side
 - (a) Main and Portable Generator Circuit Breakers
 - (b) Pump Circuit Breakers
 - (c) FVNR Motor Starters Thermal Overload Reset Pushbutton
 - (d) Variable Frequency Drive Keypad/Display (Lift Station A - Main only)
 - 2. Control Equipment Side
 - (a) Operator Interface Terminal (OIT)
 - (b) Panel Lighting On/Off Selector Switch
 - (c) Three Phase Power Normal Pilot Light
 - (d) Wetwell High Level Float Pilot Light (Float Backup)
 - (e) Float Backup Active Pilot Light
 - (f) Float Backup Reset Pushbutton
 - (g) Pump Hand-Off-Auto Selector Switches
 - (h) Pump Seal Fail Pilot Lights
 - (i) Pump Overtemp Pilot Lights
 - (j) Pump Overtemp Reset Pushbuttons
 - (k) Pump Running Pilot Lights
 - (l) Pump Run Time Meters
- C. Backpanel Arrangement
 - 1. Power Equipment Side
 - (a) Main and Portable Generator Circuit Breakers
 - (b) Power Distribution Blocks
 - (c) Utility Power Monitor Relay and Fuses
 - (d) Power Surge Protector
 - (e) Pump Circuit Breakers



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- (f) Pump FVNR Motor Starters
- (g) Pump Variable Frequency Drives (Lift Station A - Main only)
- 2. Control Equipment Side
 - (a) Remote Monitoring Hardware Firewall
 - (b) Allen Bradley PLC and I/O Modules
 - (c) Control Relays and Timers
 - (d) 120 VAC Surge Protection
 - (e) DC Power Supply
 - (f) Panel Heater
 - (g) Intrinsic Safety Barriers
 - (h) Circuit Breakers and Fuses

Item 7 - Lift Station Control Panel Operation

- A. General Operation
 - 1. Each pump will have a Hand-Off-Auto selector switch. In the Hand position the pump will be required to run. In the Off position the pump will remain off. In the Auto position the pump will start and stop based on PLC control or backup float control.
 - 2. Each pump will have seal fail and overtemp monitoring. If a pump is determined to be in overtemp an alarm will be activated and the pump will be prevented from running. If a pump seal fail is detected an alarm will be activated.
 - 3. Three Phase power will be monitored. In the event of three phase power failure an alarm will be activated and the pumps will be prevented from running.
- B. Normal Operation – PLC Control
 - 1. The pumps will be started in a Lead/Lag control scheme. Pumps will be automatically alternated. In the event of a Lead Pump failure the Lag Pump will automatically become the Lead Pump.
 - 2. The lift station pumps will normally be controlled based on level in the wet well. As the level rises above the Start Lead Pump level setpoint for an adjustable time delay the lead pump will be started. If the level in the wet well rises above the Start Lag Pump level setpoint for an adjustable time delay the lag pump will be started. When the level in the wet well drops below the Stop Pumps level setpoint for an adjustable time delay the pump(s) will be stopped.
- C. Float Backup Operation
 - 1. If the High Level float switch is activated Pump 1 will be required to run. If the High Level float switch remains activated for a time determined by a hardware timer Pump 2 will be required to run. The pump(s) will remain running until the High Level float is not active for a time determined by a hardware timer.
- D. Operator Interface Terminal (OIT)
 - 1. OIT Control
 - (a) Pump Hand-Off-Auto
 - (b) Pump Alternator 1-2/Auto/2-1
 - (c) Low Level Alarm Setpoint and adjustable time delay
 - (d) Stop Pumps Level Alarm Setpoint and adjustable time delay
 - (e) Start Lead Pump Level Setpoint and adjustable time delay
 - (f) Start Lag Pump Level Setpoint and adjustable time delay
 - (g) High Level Alarm Setpoint and adjustable time delay
 - (h) Alarm Enable/Disable for all alarms
 - (i) Adjustable time delays for all alarms



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2. OIT Display
 - (a) Pump Status
 - (b) Pump Daily Runtime
 - (c) Pump Total Runtime
 - (d) Pump Daily Number of Starts
 - (e) Pump Total Number of Starts
 - (f) Two Pumps Daily Runtime
 - (g) Two Pumps Total Runtime
 - (h) Two Pumps Daily Number of Starts
 - (i) Two Pumps Total Number of Starts
 - (j) Wetwell Level
 - (k) Wetwell Level Trend
 - (l) Float Switch Status
3. OIT Alarms
 - (a) Pump Seal Fail
 - (b) Pump Overtemp
 - (c) Pump Fail To Start
 - (d) Pump Overrun
 - (e) Level Transducer Fail
 - (f) Float Backup Active
 - (g) Utility Power Fail
 - (h) Control Power Fail
 - (i) UPS Power Fail
 - (j) Intrusion Alarm
 - (k) Wetwell Low Level (Transducer)
 - (l) Wetwell High Level (Transducer)
 - (m) Wetwell High Level (Float Switch)
 - (n) Communications Fail

Item 8 - Wastewater Treatment Facility SCADA

All lift station monitoring and alarm items listed above shall be integrated into the existing Wastewater Treatment Facility SCADA system.

Item 9 - PLC Programming

We will provide all PLC programming required to implement the sequence of operation and functionality described above.

Item 10 - Training

In Control will provide training as specified. Training shall occur in coordination with field startup site visits.

Item 11 - Submittals, Drawings, O&M's

- A. Electronic drawings will be drafted and submitted for approval by the Engineer. Drawings will include all products provided by In Control.
- B. As Built drawings will be provided electronically upon shipment of control panels
- C. Final As Started drawings and O&M documents will be provided electronically upon substantial completion.

Item 12 - Demolition and Installation Services

In Control will furnish all Demolition and Installation Services through a licensed electrical contractor that specializes in municipal electrical work.



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- A. Coordination with utilities
- B. Concrete work to increase width of existing control panel pads
- C. Removal of existing control panel (to be turned over to Owner)
- D. Installation of new control panel
- E. Installation of new radar level transmitter
- F. Installation of new float switch
- G. Provide and install new Service disconnect, utility meter socket, utility power wiring
- H. Re-attach existing fiber optic interface enclosure
- I. Electrical permits as required

Item 13 - Warranty

- A. Standard In Control Terms and Conditions apply, no exceptions/exclusions. The warranty from In Control will be in force for eighteen (18) months after shipment or twelve (12) months from startup.

Item 14 - Non-Disclosure Agreement

- A. All information contained in this document is considered privileged and confidential and is for the sole use by the designated entity/recipient and final Owner. Any disclosure, copying, distribution or other use is strictly prohibited without prior authorization by In Control. Upon the receipt and review of this document the intended entity/recipient is automatically accepting this mutual agreement.
- B. System specifications, locations and access information shall be kept confidential to prevent unauthorized access indefinitely.



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The price for each Lift Station Control Panel except Lift Station A (Main) as detailed above including installation is \$62,121.00 USD net total excluding sales and use taxes. Freight is included, FOB shipping point.

The price for Lift Station A (Main) including installation is \$66,912.00 USD net total excluding sales and use taxes. Freight is included, FOB shipping point.

The total price for all Lift Station Control Panels including installation if Qty (7) Lift Station Control Panels are ordered at the same is \$399,830.00 USD net total excluding sales and use taxes. Freight is included, FOB shipping point. This represents a total cost savings of \$39,808.00. The cost savings is due to volume equipment discounts from our suppliers as well as labor efficiencies.

The pricing above includes concrete work to increase the size of each existing control panel concrete pad. If the City prefers to do the concrete work at each site the price for each station can be reduced by \$450.00 for a total of \$2,700.00.

NOTICE: Due to the current global pandemic and impacts to supply chain, project delays may occur outside of our control.

Thank you in advance for the consideration of our offer and the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. We look forward to hearing from you soon to secure and coordinate this project.

Respectfully,

Jeff Iverson

In Control | Sales & Consulting

Office: (763) 783-9500 Ext. 3001

Mobile: (612) 802-8875

JSilver@in-ctrl.com

ACCEPTANCE: To accept this proposal please return a signed copy with purchase order. Thank you!

Signature: _____

Purchase Order: _____

Print Name: _____

Date: _____

Title: _____ Proposal Number: **QM20090101-03**



In Control, Inc.
10350 Jamestown Street NE
Blaine, MN 55449
Phone: (763) 783-9500

Standard Terms and Conditions of Sale

These terms and conditions are in effect between the party ("Purchaser") issuing the purchase order ("Order") and IN CONTROL, INC. ("IN CONTROL").

1. **ACCEPTANCE** – Acceptance of this Order will be in writing within thirty (30) days of Order receipt. Acceptance will be based on compliance with the acceptance criteria set forth herein. Upon acceptance, this Order will constitute the entire agreement between IN CONTROL and Purchaser, supersede all prior negotiations, discussions and dealings and may not be modified or rescinded except by a writing signed by both Purchaser and IN CONTROL.
2. **TERMINATION** – If the Purchaser chooses to terminate this Order, the Purchaser will pay to IN CONTROL reasonable and proper cancellation charges, which may include a reasonable and customary profit only on Goods and Services accepted to date of receipt of the notice of cancellation.
3. **ATTORNEY FEES** - If either party commences or is made a party to an action or proceeding to enforce or interpret this Order, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment obtained in any such action or proceeding.
4. **COUNTERPARTS** - This Order may be executed in any number of counterparts, and each such counterpart will be deemed to be an original instrument.
5. **INDEMNIFICATION** - Purchaser will indemnify IN CONTROL and its customers and hold them harmless from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any Goods or Services furnished by Seller pursuant to this Order, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Order.
6. **LIMITATIONS OF LIABILITY** - In no event will IN CONTROL be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.
7. **LIQUIDATED DAMAGES** – Unless otherwise agreed to in writing between the Purchaser and IN CONTROL, IN CONTROL will not accept liquidated damages.
8. **NONWAIVER** - The failure by IN CONTROL to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of IN CONTROL thereafter to enforce each and every such provision.
9. **PAYMENT TERMS** - The payment terms are net thirty (30) days after invoice date. If an invoice dispute arises, the Purchaser will notify IN CONTROL within ten (10) days of receipt of invoice. The undisputed amount of the invoice will be paid within the payment terms. All reasonable attempts will be made between both parties to resolve the disputed portions of the invoice within the payment terms.
10. **REMEDIES** - Remedies herein reserved to IN CONTROL will be cumulative, and in addition to any other or further remedies provided in law or equity.
11. **TRANSPORTATION** - Unless otherwise specified, all deliveries from IN CONTROL will be F.O.B. factory, freight prepaid.
12. **WARRANTY** - IN CONTROL warrants that the Goods and Services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications, drawings, or samples and are suitable for their intended purpose(s). The warranty from IN CONTROL will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. IN CONTROL reserves the right to terminate warranty should the Purchaser's account be in arrears.