



City of Sunfish Lake
City Council Agenda Report

7 - b

TO: Mayor O'Leary and Members of the Sunfish Lake City Council
FROM: Kori Land, City Attorney
DATE: March 10, 2026
RE: Snow Removal Services Agreement with Executive Contractors, Inc.

BACKGROUND

The City has used Executive Contractor's Inc. for snow removal for several years. Their current contract expires April 30, 2026 and the City Engineer recommends continuing to use their services. The new form of agreement is a general services agreement with standard terms and conditions that can be used for any contracting service used by the City, with only minor modifications.

DISCUSSION

Executive Contractors made no changes to the terms or fees for the next 3 years. The Term sheet is attached as Exhibit A that outlines their fees for services for in-season and out-of-season services. They will continue to provide snow removal, street sweeping and pothole repairs for a flat fee of \$45,000, to be paid in 6 installments from Dec – May each year. If there are out of season services needed in the months of Oct. or May, the City will pay hourly rates based on the services needed, with a cap of \$7,500 for each month.

While the agreement is for another 3-year term, it can be extended upon mutual agreement of the parties.

RECOMMENDATION

Approve Agreement for Snow Removal Services with Executive Contractors, Inc.

ATTACHMENT

Agreement for Snow Removal Services

AGREEMENT FOR
SNOW REMOVAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this ____ day of _____, 2026, by and between the City of Sunfish Lake, a Minnesota municipal corporation ("City") and Executive Contractors, Inc., a Minnesota corporation ("Contractor").

WHEREAS, the City has accepted the proposal of the Contractor for snow plow services; and

WHEREAS, Contractor desires to perform the services for the City under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing Snow Removal Services and Ice Control on the streets and cul-de-sacs depicted on the Snow Plowing Routes and intersections as needed, pursuant to the City's Snow Plowing Policy, and Contractor shall also perform spring street sweeping and Charlton Road Sump Pump Basin Clean-Out (collectively "Services"), as defined and described in the following documents:
 - i. A Term Sheet, incorporated herein as Exhibit A.
 - ii. Other documentation, including:
 - Exhibit B: The City's Snow Plowing Policy
 - Exhibit C: Snow Plowing Routes(Hereinafter "Exhibits").
- iii. Where the terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.
- b. Contractor covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay Contractor pursuant to Exhibit A Contractor agrees to receive and accept payment for Services as set forth in the Exhibit.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Contractor shall be paid on a monthly basis from the months of December through May. Invoices submitted for services occurring in October or May shall be paid in the same manner as other claims made to City.
- d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid if required by the City.

3. TERM. The term of this Agreement is identified in Exhibit A. This Agreement may be extended upon the written mutual consent of the parties for additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.

4. [Intentionally blank]

5. TERMINATION AND REMEDIES.

- a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses incurred through the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
- c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:
 - i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
 - ii. Perform the Services, in which case, the Contractor shall within thirty (30) days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

- d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.
6. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City. Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
7. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
8. [Intentionally blank]
9. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.
10. CITY'S REPRESENTATIVE. The City has designated Jason Messner to act as the City's representative with respect to the Services to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
11. PROJECT MANAGER AND STAFFING. The Contractor has designated _____ to be the primary contacts for the City in the performance of the Services. He shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace the designated staff without the approval of the City.
12. INDEMNIFICATION.
 - a. Contractor and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or

concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.

- b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens, failure of Contractor to perform services in a timely manner; failure by Contractor to observe or perform any condition, obligation or agreement on its part to be observed or performed under this Agreement; failure by Contractor to pay laborers, failure to obtain the necessary permits and authorizations to carry out the terms of this Agreement. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.

13. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

- a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$2,000,000.

Contractor shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City and WSB & Associates, Inc. shall be named as additional insureds on the Commercial General Liability Insurance policy.

14. [Intentionally blank]

15. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of Sunfish Lake
 PO Box 18281
 West St. Paul, MN 55118
 Attention: City Administrator/City Clerk

If to Contractor: Executive Contractors, Inc.
 6526 Doffing Ave.
 Inver Grove Heights, MN 55076
 Attn: Craig Kromrey

16. INDEPENDENT CONTRACTOR STATUS. All services provided by Contractor, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Contractor or as independent contractors of Contractor and not as employees of the City for any purpose.

17. EMAIL ACCESS. To facilitate communication from residents the Contractor shall maintain email access identified as sunfishlakesnow@gmail.com.

18. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- e. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- f. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- g. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- h. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[remainder of page intentionally blank]

CITY OF SUNFISH LAKE

By: _____
Daniel O'Leary, Mayor

By: _____
Christy Wilcox, City Clerk

Date: _____

**CONTRACTOR
EXECUTIVE CONTRACTORS, INC.**

Signature: _____
Craig Kromrey, Chief Executive Officer

Date: _____

EXHIBIT A
TERM SHEET
CONTRACT TERM 10/1/26 – 4/30/29

IN-SEASON SERVICES

Service	Unit	# of Units	Unit Price
Snow Removal and Salting/Ice Control Services and Spring 2027 Street Sweeping, Spot Pothole Repairs and Charlton Rd. sump pump basin clean-out	Monthly Basis	6	\$7,500.00

From November 1 through April 30 each year during the contract term, City shall pay the Contractor \$45,000 in six equal payments of \$7,500 per month for snow removal services and ice control. Where a plowable snow event is reasonably expected to occur or where an icy condition requiring ice control is reasonably expected to occur, the Contractor shall apply pretreatment solution to the street surfaces by way of salt brine. Pretreatment services are included in the compensation of the \$45,000. Contractor shall also provide street sweeping, spot pothole repair services in the spring of each year and sump pump basin clean-out without additional compensation.

Monthly payments shall be made at or about the time of the Council meeting in the month of payment following the month the services were provided. The first payment is due in December and the last payment is due in May each year of the contract term.

OUT OF SEASON SERVICES (OCTOBER AND MAY)

Equipment & Labor			
Salt Brine Tank and Spreader & Operator	Hourly		\$150
Front-End Loader & Operator	Hourly		\$150
Motorgrader & Operator	Hourly		\$150
Motorgrader (with wing) & Operator	Hourly		\$150
Plow Truck & Driver w/Sander	Hourly		\$150
Sanding Truck & Driver	Hourly		\$150
12 CY Dump Truck & Driver	Hourly		\$150
Single-Axel Dump Truck w/Wing & Driver	Hourly		\$150
Bobcat Loader & Operator	Hourly		\$150
Material Costs			
Salt Brine Mixture (plus tax)	Gallon		\$2.00
Sand/Salt Mixture 80-20 mix (plus tax)	Ton		\$200

With respect to any snow removal services and ice control provided by the Contractor in October or in May, the City will pay the Contractor based on the hourly rates set forth herein; provided, however, the total amount owed the Contractor for snow removal services and ice control provided in October or in May shall not exceed \$7,500 per month irrespective of how many hours of service are provided.

EXHIBIT B
SNOW PLOWING POLICY

SUNFISH LAKE SNOWPLOWING POLICY

1. Introduction

The City of Sunfish Lake believes it is in the best interest of the residents for the City to assume basic responsibility for control of snow and ice and removal of debris or fallen trees prohibiting vehicular travel on city streets. Reasonable ice and snow control and debris removal is necessary for routine travel and emergency services. The City will provide such control in a safe and cost-effective manner, keeping in mind safety, budget, personnel, and environmental concerns. The City will use private contractors to provide this service.

2. When will the City start snow or ice control operations?

The Mayor or City Engineer will decide when to begin snow or ice control operations. The criteria for that decision are:

- a. Snow accumulation of 2 inches or more;
- b. Drifting of snow that causes problems for travel;
- c. Icy conditions which seriously affect travel; and
- d. Time of snowfall in relationship to heavy use of streets.

Snow and ice control operations are expensive and involve the use of limited personnel and equipment. Consequently, snowplowing operations will not generally be conducted for snowfall of less than 2 inches.

Debris or tree removal prohibiting vehicular travel will commence as soon as work forces can be mobilized after reports of the incident and passing of the storm.

3. How snow will be plowed

Snow will be plowed in a manner so as to minimize any traffic obstructions. The center of the roadway will be plowed first. The snow shall then be pushed from left to right. The discharge shall go onto the boulevard area of the street. When a plow goes on a bridge, the driver shall slow down so that snow does not go over the bridge if possible. In times of extreme snowfall, streets will not always immediately be able to be completely cleared of snow.

City streets must be passable to allow normal traffic flow and emergency vehicles to respond to all areas within the City. The City, however, does not guarantee bare, dry pavement after each snowfall or that streets will be totally free of ice and snow or driving hazards common to Minnesota winter weather.

City streets will generally be plowed within 24 hours from the start of a 2" or more snowfall. This requires 6-8 hours of operations for a normal snowfall of two to six inches. Delays may occur due to equipment breakdowns and or extreme weather conditions.

4. Snow removal

The City Engineer will determine when snow will be removed by truck from the area. Such snow removal will occur in areas where there is no room on the boulevard for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed, depending on weather conditions, contractor availability and budget availability. The snow will be removed and hauled to a snow storage area. The snow storage area will be located so as to minimize environmental concerns.

5. Priorities and schedule for which streets will be plowed

The City has classified city streets based on street function, traffic volume, and importance to the welfare of the community. The following streets will be plowed first or have debris removed first. These are high volume routes, which connect major sections of the City and provide access for emergency fire, police, and medical services.

- Salem Church Road
- Charlton Road

Second priority streets are low volume residential streets.

- | | |
|--------------------------------|--------------------|
| • Angell Road | • Roanoke Road |
| • Sunny Side Lane | • Grieve Glen Lane |
| • Windy Hill Road | • Acorn Drive |
| • Windy Hill Court | • Zehnder Road |
| • 55 th Street West | |

6. Work schedule for snowplow operators

Snowplow operators will be expected to work 8-hour shifts. In severe snow emergencies, operators sometimes have to work in excess of 8-hour shifts. However, because of budget and safety concerns no operator shall work more than a 12-hour shift in any 24-hour period. Operators will take a 15-minute break every 2 hours, with a half hour break after 4 hours. After a 12-hour day, operators will be replaced if additional qualified personnel are available.

7. Weather conditions

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of the operators and equipment. Factors that may delay snow and ice control operations include severe cold, significant winds, and limited visibility.

8. Use of sand, salt, and other chemicals

The City is concerned about the effect of sand and salt on the environment and will limit its use for that reason. The City has implemented a “Pre-Treatment” practice that involves the contractor applying a salt-brine mix to the roadways prior to snow events. This pre-treatment inhibits snow and ice from sticking to the road surface and makes it easier to remove the snow and ice. This has resulted in more efficient clearing and less subsequent salt and sand treatments following a storm. In areas where additional attention is required due to icy conditions, the contractor will place additional salt and sand. It is the policy of the City to utilize a sand and salt mixture in the ratio of approximately 3 parts sand and 1 part salt. This provides for traction, but is not intended to provide for bare pavement during winter driving conditions. Application of the sand

[https://wsheng.ny.sharepoint.com/personal/jjsandberg_wsheng_com/Documents/Documents/WSB Work/SUNFISH LAKE/SFL Sno](https://wsheng.ny.sharepoint.com/personal/jjsandberg_wsheng_com/Documents/Documents/WSB%20Work/SUNFISH%20LAKE/SFL%20Snow%20Removal%20Plan.pdf)

and salt mixture is generally limited to priority “A” routes, steep grades, and high-volume intersections. Application is limited on lower volume streets and cul-de-sacs. The City cannot be responsible for damage to grass caused by the sand and salt mixture and therefore will not make repairs or compensate residents for salt damage to turf, plantings, or trees in the street right-of-way.

9. Mail delivery

The snowplow operators make every effort to remove snow as close as practical to provide access to mailboxes for the mail delivery. However, it is not possible to provide perfect conditions and minimize damage to mailboxes with the size and type of equipment that is utilized for snow removal. Therefore, the final cleaning adjacent to mailboxes is the responsibility of each resident.

Residents are encouraged to check with the Postmaster on how to correctly install mailboxes.

10. Garbage/Recycling

Efficient snow plowing requires that garbage and recycling containers be accessible for pickup and placed off street to allow snow removal. The container(s) may have to be placed in the driveway to meet both of these requirements. It is the responsibility of the resident to see that the container(s) is not in the way of the snowplow and is also in a spot accessible to the garbage and recycling truck(s).

11. Complaints

Complaints regarding snow and ice control or damage shall be taken during normal working hours and handled in accordance with the City’s normal operation procedures. Complaints involving access to property or problems requiring immediate attention shall be handled on a priority basis. Response time should not exceed twenty-four (24) hours for most complaints. It should be understood that complaint responses are to ensure that the provisions of this policy have been fulfilled and that all residents of the City have been treated uniformly. It is the City’s intention to log all complaints and upgrade this policy as necessary in consideration of the constraints of our resources.

This Policy was updated and adopted by the Sunfish Lake City Council on February 7, 2023.

EXHIBIT C **SNOW PLOWING ROUTES**

