



CITY COUNCIL MEETING AGENDA

July 14, 2025 at 7:00 PM

7701 County Road 110 West Minnetrista, MN 55364

1) CALL TO ORDER

- a) Pledge of Allegiance
- b) Introductions: City Council: Mayor Lisa Whalen, Cathleen Reffkin, Claudia Lacy, Peter Vickery, Brian Govern Staff: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Community Development Director David Abel, Director of Public Safety Craig Squires, Assistant City Administrator Allie Polsfuss, Director of Public Works Gary Peters and City Clerk Ann Meyerhoff Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering
- c) Approval of Agenda

2) SPECIAL PRESENTATIONS

- a) Hennepin County Sheriff Dawanna Witt
- b) Recognition of Service to City of Minnetrista
- c) 2nd Quarter Financial Update 2025

3) PERSONS TO BE HEARD

The City Council invites residents to share new ideas or concerns related to city business not already on the agenda; however, individual question and remarks are limited to three (3) minutes per speaker. No City Council action will be taken, although the Council may refer issues to staff for follow up or for consideration at a future meeting. The Mayor may use discretion if speakers are repeating views already expressed or ask for a spokesperson for groups of individuals with similar views. Speakers should state their name and home address at the podium before speaking.

4) CONSENT AGENDA

- a) Approve Work Session Meeting Minutes from June 16, 2025
- b) Approve City Council Regular Meeting Minutes from June 16, 2025
- c) Approve City Council Meeting Minutes from July 9, 2025
- d) Res. No. 63-25 Approve Claims
- e) Res. No. 64-25 Approving Setback Variance at 7610 County Road 15
- f) Res. No. 65-25 Approving Setback Variance at 5962 Hardscrabble Circle
- g) Res. No. 66-25 Authorizing Execution of a Pervious Pavement Agreement at 5804 Hardscrabble Circle
- h) Res. No. 67-25 Accept Resignation of Brett Hughes from Parks Commission and Promote Karrisa Gehring to Parks Commission

- i) Res. No. 68-25 Approve Purchase for Replacement of Street Department 2-ton Dump Truck

5) PUBLIC HEARINGS

6) BUSINESS ITEMS

- a) Motion to Approve Purchase of the MILO Training System
- b) Security System Quote Package Approval
- c) Ordinance 500 Amending Section 200.01 of the City Code Regarding Regular and Special Meetings
- d) Motion to Approve the Amended City Calendar for 2025
- e) Approve Offer of Employment for Paula Bauman as Assistant City Administrator

7) ADMINISTRATIVE ITEMS

- a) Staff Reports
- b) Council Reports
 - i) Mayor Lisa Whalen – Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating); Public Safety Advisory Committee; Northwest Hennepin League of Municipalities; Regional Council of Mayors; Minnehaha Creek Watershed District; Mound Fire Advisory Committee (alternate); Fire Partnership Committee
 - ii) Cathleen Reffkin – Acting Mayor; Economic Development Authority; Personnel Committee, Planning Commission (rotating); Parks Commission (rotating); St Bonifacius Fire Advisory Committee; Mound Fire Advisory Committee; Fire Partnership Committee
 - iii) Claudia Lacy - Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating), Gillespie Center Advisory Council, Westonka Community Commerce Committee
 - iv) Peter Vickery – Economic Development Authority; Personnel Committee, Planning Commission (rotating); Parks Commission (rotating); Pioneer-Sarah Creek Watershed Management Commission
 - v) Brian Govern – Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating); Pioneer-Sarah Creek Watershed Management Commission, Westonka Community & Commerce

8) ADJOURNMENT

The agenda packet with all background material will be available on the City's website for viewing by the public. Published agenda is subject to change without notice. Information and materials relating to the above items are available for review at city hall by appointment.



CITY OF MINNETRISTA

INFORMATIONAL ITEM

Subject: Financial Update - For 2nd Quarter 2025

Prepared By: Brian Grimm, Finance Director

Date: July 14, 2025

Item: Attached is a year-to-date revenue report and expenditure by department report for the general fund as well as an overall current cash and investment report. The reports attached reflect activity through 2nd quarter 2025 (first six months of the year)

As you will see in the attached revenue and expenditure reports, the actual numbers are tracking about where they should be for this point in the year in comparison to the budgeted totals.

Revenues are tracking where they should be as our overall collections are at 46% of our budgeted amounts for 2025. During 2024 at the same time (6/30/24) revenue collections were 44% of general fund budgeted revenues. The City has also received additional tax revenue in early July which will be included in the 3rd quarter report.

On the expenditure report most items are tracking as expected as well. Overall general fund expenditures are at about 52% year to date in comparison to the total 2025 general fund budgeted expenditures. For 2024 the actual general fund expenditure at the end of the second quarter (6/30/24) was 50% of general fund budgeted expenditures.

The current cash and investment total for all funds as of June 2025 is \$15,626,519.91

This information item is a normal update to Council for tracking the 2025 budget to actual numbers.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

CITY OF MINNETRISTA

Revenue Guideline updated 2025

Account Descr	2025 YTD Budget	JUNE 2025 Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	2024 YTD Amt
101 GENERAL FUND						
R 101-100-31010 GENERAL PROPER	\$5,046,638.00	\$2,428,750.00	\$2,428,750.00	\$2,617,888.00	48.13%	\$2,190,000.00
R 101-100-31020 DELINQUENT AD	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-100-31040 FISCAL DISPARITI	\$126,000.00	\$0.00	\$0.00	\$126,000.00	0.00%	\$0.00
R 101-200-32120 BUSINESS LICENS	\$6,000.00	\$40.00	\$5,720.00	\$280.00	95.33%	\$5,720.00
R 101-200-32210 BUILDING PERMIT	\$655,000.00	\$73,810.50	\$313,016.02	\$341,983.98	47.79%	\$289,667.69
R 101-200-32212 BLDG - ENGINEER	\$40,000.00	\$2,750.00	\$19,350.00	\$20,650.00	48.38%	\$18,550.00
R 101-200-32230 PLUMBING AND H	\$55,000.00	\$3,260.00	\$22,891.00	\$32,109.00	41.62%	\$26,107.05
R 101-200-32240 DOG LICENSES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-200-32250 ELECTRICAL PERM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-200-32260 OTHER PERMITS	\$3,000.00	\$175.00	\$2,075.00	\$925.00	69.17%	\$1,805.00
R 101-300-33160 FEDERAL GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-300-33265 SAFE & SOBER GR	\$10,000.00	\$2,876.92	\$9,752.82	\$247.18	97.53%	\$9,427.78
R 101-300-33270 FIRE SERVICES G	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-300-33401 LOCAL GOVERNME	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-300-33402 HOMESTEAD CRE	\$6,000.00	\$0.00	\$0.00	\$6,000.00	0.00%	\$0.00
R 101-300-33406 POST REIMBURSE	\$13,000.00	\$0.00	\$861.00	\$12,139.00	6.62%	\$0.00
R 101-300-33407 POLICE AID	\$150,000.00	\$0.00	\$0.00	\$150,000.00	0.00%	\$0.00
R 101-300-33416 PERA STATE AID	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-300-33425 STATE AID OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-300-33510 DRUG TASK FORC	\$60,000.00	\$0.00	\$9,248.72	\$50,751.28	15.41%	\$32,656.75
R 101-400-34101 CITY HALL RENT	\$2,200.00	\$0.00	\$2,251.00	-\$51.00	102.32%	\$1,751.01
R 101-400-34103 ZONING AND SUB	\$45,000.00	\$8,900.00	\$29,240.00	\$15,760.00	64.98%	\$23,430.00
R 101-400-34104 WETLAND PERMIT	\$2,500.00	\$500.00	\$1,000.00	\$1,500.00	40.00%	\$250.00
R 101-400-34105 SALE OF MAPS AN	\$250.00	\$0.00	\$0.00	\$250.00	0.00%	-\$157.00
R 101-400-34106 REPORT COPIES	\$2,500.00	\$132.00	\$805.70	\$1,694.30	32.23%	\$1,461.50
R 101-400-34107 ASSESSMENT SEA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-400-34109 MISC FEES	\$1,000.00	\$7.25	\$1,340.91	-\$340.91	134.09%	\$935.00
R 101-400-34301 STREET STATE AI	\$20,000.00	\$0.00	\$10,000.00	\$10,000.00	50.00%	\$10,000.00
R 101-400-34303 STREET DEPARTM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-400-34401 CRIME LEVY - ISD	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.00%	\$0.00
R 101-400-34501 POLICE SERVICES	\$290,509.00	\$72,627.25	\$217,881.75	\$72,627.25	75.00%	\$139,122.50
R 101-400-34502 FIRE SERVICE CAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-400-34940 SQUAD/EQUIP SAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-400-34950 SUPPLIES/MATERI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-400-37170 OTHER/CELL PHO	\$200,000.00	\$5,150.00	\$25,678.54	\$174,321.46	12.84%	\$29,608.47
R 101-500-35101 COURT FINES	\$35,000.00	\$3,514.67	\$16,611.33	\$18,388.67	47.46%	\$14,006.44
R 101-500-35104 ALARM FINES	\$0.00	\$0.00	\$800.00	-\$800.00	0.00%	\$400.00

Account Descr	2025 YTD Budget	JUNE 2025 Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	2024 YTD Amt
R 101-500-35105 DOG RELEASE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-500-35300 FORFEITURES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-600-36101 SPECIAL ASSESSM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-610-36210 INTEREST ON INV	\$100,000.00	\$38.28	\$46,960.31	\$53,039.69	46.96%	\$65,029.84
R 101-620-36230 CONTRIBUTIONS	\$10,000.00	\$0.00	\$1,500.00	\$8,500.00	15.00%	\$0.00
R 101-620-36240 REVENUE COLL FO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-620-36250 REFUNDS AND REI	\$15,000.00	\$3,755.44	\$15,197.22	-\$197.22	101.31%	\$11,857.29
R 101-620-36251 PD REFUNDS/REI	\$5,000.00	\$494.00	\$651.00	\$4,349.00	13.02%	\$5,525.00
R 101-620-37170 OTHER/CELL PHO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
R 101-620-39101 SALE OF FIXED AS	\$2,000.00	\$0.00	\$15,215.00	-\$13,215.00	760.75%	\$5,470.00
R 101-700-40000 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
101 GENERAL FUND	\$6,951,597.00	\$2,606,781.31	\$3,196,797.32	\$3,754,799.68	45.99%	\$2,882,624.32
	\$6,951,597.00	\$2,606,781.31	\$3,196,797.32	\$3,754,799.68	45.99%	\$2,882,624.32

CITY OF MINNETRISTA

Expenditure Guideline by Departments - 2025 upd

Account Descr	2025 YTD Budget	JUNE 2025 Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	2024 YTD Amt
101 GENERAL FUND						
41110 COUNCIL						
E 101-41110-101 SALARIES-REGULA	\$28,200.00	\$2,350.00	\$11,750.00	\$16,450.00	41.67%	\$11,750.00
E 101-41110-122 FICA - EMPLOYER	\$2,157.00	\$179.80	\$899.00	\$1,258.00	41.68%	\$899.00
E 101-41110-201 OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$876.49
E 101-41110-361 GENERAL LIABILIT	\$2,575.00	\$0.00	\$2,575.00	\$0.00	100.00%	\$1,819.81
E 101-41110-433 DUES & SUBSRIPT	\$2,000.00	\$216.19	\$892.44	\$1,107.56	44.62%	\$1,354.76
E 101-41110-435 COUNCIL TRAIN/R	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41110-436 CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41110-437 MISCELLANEOUS E	\$3,399.00	\$0.00	\$990.97	\$2,408.03	29.15%	\$2,552.18
E 101-41110-440 APPRECIATION EV	\$10,000.00	\$1,788.50	\$8,519.66	\$1,480.34	85.20%	\$1,505.24
E 101-41110-442 LMA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41110-443 WRA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
41110 COUNCIL	\$48,331.00	\$4,534.49	\$25,627.07	\$22,703.93	53.02%	\$20,757.48
41320 ADMINISTRATION						
E 101-41320-101 SALARIES-REGULA	\$480,801.00	\$37,099.26	\$218,768.43	\$262,032.57	45.50%	\$205,900.20
E 101-41320-102 SALARIES-OVERTI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41320-121 PERA - EMPLOYER	\$36,060.00	\$2,676.80	\$15,784.57	\$20,275.43	43.77%	\$14,846.88
E 101-41320-122 FICA - EMPLOYER	\$36,781.00	\$2,694.55	\$15,917.75	\$20,863.25	43.28%	\$14,978.50
E 101-41320-131 HEALTH & LIFE IN	\$49,680.00	\$3,809.21	\$34,695.37	\$14,984.63	69.84%	\$38,700.97
E 101-41320-151 WORKMEN S COM	\$2,233.00	\$0.00	\$2,233.00	\$0.00	100.00%	\$3,050.90
E 101-41320-201 OFFICE SUPPLIES	\$3,090.00	\$0.00	\$1,646.36	\$1,443.64	53.28%	\$2,228.93
E 101-41320-202 COPY & PRINTING	\$3,605.00	\$1,063.04	\$2,193.04	\$1,411.96	60.83%	\$2,523.14
E 101-41320-302 CONSULTANTS/MI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41320-307 PROFESSIONAL SE	\$7,000.00	\$307.69	\$5,793.50	\$1,206.50	82.76%	\$6,683.59
E 101-41320-322 POSTAGE	\$7,354.00	\$1,195.63	\$4,730.70	\$2,623.30	64.33%	\$3,193.36
E 101-41320-331 TRAVEL EXPENSE	\$0.00	\$128.80	\$128.80	-\$128.80	0.00%	\$124.62
E 101-41320-351 LEGAL NOTICE &	\$1,030.00	\$713.80	\$739.60	\$290.40	71.81%	\$0.00
E 101-41320-404 VEHICLE & EQUIP	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41320-410 COMPUTER SERVI	\$30,900.00	\$2,761.78	\$16,993.82	\$13,906.18	55.00%	\$15,033.11
E 101-41320-433 DUES & SUBSRIPT	\$25,000.00	\$813.12	\$26,280.95	-\$1,280.95	105.12%	\$16,100.27
E 101-41320-435 COUNCIL TRAIN/R	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$38.86
E 101-41320-437 MISCELLANEOUS E	\$4,000.00	\$477.68	\$3,329.08	\$670.92	83.23%	\$3,272.13
41320 ADMINISTRATION	\$687,534.00	\$53,741.36	\$349,234.97	\$338,299.03	50.80%	\$326,675.46
41410 ELECTIONS						
E 101-41410-101 SALARIES-REGULA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,020.25
E 101-41410-122 FICA - EMPLOYER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

Account Descr	2025 YTD Budget	JUNE 2025 Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	2024 YTD Amt
E 101-41410-201 OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$320.23
E 101-41410-202 COPY & PRINTING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$266.23
E 101-41410-322 POSTAGE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41410-404 VEHICLE & EQUIP	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%	\$2,800.79
E 101-41410-437 MISCELLANEOUS E	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20.10
41410 ELECTIONS	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%	\$8,427.60
41530 AUDITOR						
E 101-41530-301 AUDITING AND AC	\$41,160.00	\$10,941.00	\$40,628.42	\$531.58	98.71%	\$40,983.60
41530 AUDITOR	\$41,160.00	\$10,941.00	\$40,628.42	\$531.58	98.71%	\$40,983.60
41550 ASSESSING						
E 101-41550-310 HENNEPIN COUNT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41550-351 LEGAL NOTICE &	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
41550 ASSESSING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
41610 ATTORNEY						
E 101-41610-304 LEGAL FEES - ATT	\$55,000.00	\$28,108.90	\$57,147.76	-\$2,147.76	103.91%	\$20,433.50
E 101-41610-305 PROSECUTING AT	\$50,000.00	\$3,204.14	\$11,912.95	\$38,087.05	23.83%	\$9,000.00
E 101-41610-311 HR ATTORNEY	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
41610 ATTORNEY	\$105,000.00	\$31,313.04	\$69,060.71	\$35,939.29	65.77%	\$29,433.50
41910 PLANNING						
E 101-41910-101 SALARIES-REGULA	\$253,521.00	\$19,382.40	\$114,310.85	\$139,210.15	45.09%	\$109,296.00
E 101-41910-102 SALARIES-OVERTI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41910-121 PERA - EMPLOYER	\$19,014.00	\$1,453.68	\$8,573.31	\$10,440.69	45.09%	\$8,197.20
E 101-41910-122 FICA - EMPLOYER	\$19,394.00	\$1,428.72	\$8,428.17	\$10,965.83	43.46%	\$8,048.35
E 101-41910-131 HEALTH & LIFE IN	\$28,800.00	\$2,754.00	\$18,625.14	\$10,174.86	64.67%	\$17,790.60
E 101-41910-151 WORKMEN S COM	\$1,155.00	\$0.00	\$1,155.00	\$0.00	100.00%	\$1,118.66
E 101-41910-201 OFFICE SUPPLIES	\$1,133.00	\$0.00	\$0.00	\$1,133.00	0.00%	\$100.94
E 101-41910-202 COPY & PRINTING	\$2,000.00	\$741.47	\$1,369.06	\$630.94	68.45%	\$974.00
E 101-41910-302 CONSULTANTS/MI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41910-303 ENGINEERING SE	\$4,000.00	\$0.00	\$0.00	\$4,000.00	0.00%	\$0.00
E 101-41910-307 PROFESSIONAL SE	\$0.00	\$129.77	\$255.35	-\$255.35	0.00%	\$125.58
E 101-41910-322 POSTAGE	\$200.00	\$0.00	\$0.00	\$200.00	0.00%	\$0.00
E 101-41910-331 TRAVEL EXPENSE	\$225.00	\$0.00	\$0.00	\$225.00	0.00%	\$0.00
E 101-41910-351 LEGAL NOTICE &	\$1,200.00	\$47.30	\$369.80	\$830.20	30.82%	\$189.77
E 101-41910-433 DUES & SUBSRIPT	\$1,100.00	\$54.30	\$993.10	\$106.90	90.28%	\$775.00
E 101-41910-435 COUNCIL TRAIN/R	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41910-437 MISCELLANEOUS E	\$700.00	\$0.00	\$0.00	\$700.00	0.00%	\$0.00
41910 PLANNING	\$332,442.00	\$25,991.64	\$154,079.78	\$178,362.22	46.35%	\$146,616.10
41940 GOVERNMENT BUILDINGS (CH/PW)						

Account Descr	2025 YTD Budget	JUNE 2025 Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	2024 YTD Amt
E 101-41940-101 SALARIES-REGULA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41940-121 PERA - EMPLOYER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41940-122 FICA - EMPLOYER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41940-211 CLEANING & MAIN	\$8,000.00	\$1,513.49	\$4,263.36	\$3,736.64	53.29%	\$3,697.09
E 101-41940-223 BUILDING REPAIR	\$3,300.00	\$0.00	\$282.14	\$3,017.86	8.55%	\$117.84
E 101-41940-321 TELEPHONE	\$14,000.00	\$2,284.73	\$9,455.87	\$4,544.13	67.54%	\$6,116.12
E 101-41940-362 PROPERTY INSUR	\$27,000.00	\$0.00	\$27,000.00	\$0.00	100.00%	\$26,435.15
E 101-41940-381 ELECTRIC UTILITI	\$14,000.00	\$0.00	\$3,293.20	\$10,706.80	23.52%	\$4,431.73
E 101-41940-383 NATURAL GAS	\$6,000.00	\$221.83	\$4,462.06	\$1,537.94	74.37%	\$2,739.53
E 101-41940-384 REFUSE REMOVAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41940-401 BLDG/STRUCT MAI	\$8,000.00	\$431.26	\$4,573.34	\$3,426.66	57.17%	\$4,960.52
E 101-41940-402 LAWN MAINTENAN	\$10,500.00	\$2,434.00	\$3,486.60	\$7,013.40	33.21%	\$2,497.00
E 101-41940-404 VEHICLE & EQUIP	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-41940-437 MISCELLANEOUS E	\$0.00	\$0.00	\$64.82	-\$64.82	0.00%	\$0.00
E 101-41940-531 BUILDING IMPROV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
41940 GOVERNMENT BUILDINGS	\$90,800.00	\$6,885.31	\$56,881.39	\$33,918.61	62.64%	\$50,994.98
42110 POLICE DEPARTMENT						
E 101-42110-101 SALARIES-REGULA	\$1,972,205.00	\$145,576.51	\$925,207.51	\$1,046,997.49	46.91%	\$815,073.77
E 101-42110-102 SALARIES-OVERTI	\$38,000.00	\$4,118.28	\$27,581.14	\$10,418.86	72.58%	\$28,815.94
E 101-42110-103 SALARIES-SAFE&S	\$5,000.00	\$1,289.27	\$8,181.13	-\$3,181.13	163.62%	\$6,639.37
E 101-42110-104 SALARIES-DARE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-106 SALARIES-CHFCHA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-121 PERA - EMPLOYER	\$327,489.00	\$24,887.54	\$147,528.75	\$179,960.25	45.05%	\$136,979.92
E 101-42110-122 FICA - EMPLOYER	\$46,117.00	\$3,211.16	\$20,722.43	\$25,394.57	44.93%	\$19,058.29
E 101-42110-131 HEALTH & LIFE IN	\$248,400.00	\$21,225.75	\$148,052.06	\$100,347.94	59.60%	\$135,157.36
E 101-42110-151 WORKMEN S COM	\$67,250.00	\$0.00	\$67,250.00	\$0.00	100.00%	\$86,442.07
E 101-42110-201 OFFICE SUPPLIES	\$4,000.00	\$301.05	\$1,762.18	\$2,237.82	44.05%	\$873.13
E 101-42110-202 COPY & PRINTING	\$3,500.00	\$759.36	\$1,729.93	\$1,770.07	49.43%	\$1,337.16
E 101-42110-211 CLEANING & MAIN	\$14,000.00	\$2,121.95	\$8,351.41	\$5,648.59	59.65%	\$7,076.55
E 101-42110-212 MOTOR FUELS AN	\$45,000.00	\$3,536.85	\$18,093.60	\$26,906.40	40.21%	\$19,010.45
E 101-42110-221 EQUIPMENT PART	\$20,000.00	\$0.00	\$7,133.87	\$12,866.13	35.67%	\$7,401.97
E 101-42110-240 SMALL TOOLS AN	\$1,000.00	\$7.99	\$178.10	\$821.90	17.81%	\$157.32
E 101-42110-301 AUDITING AND AC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-304 LEGAL FEES - ATT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-307 PROFESSIONAL SE	\$25,000.00	\$761.11	\$24,651.31	\$348.69	98.61%	\$18,696.09
E 101-42110-315 RENT/SIRENS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-319 KENNEL CHARGES	\$2,000.00	\$624.00	\$2,074.00	-\$74.00	103.70%	\$1,200.00
E 101-42110-321 TELEPHONE	\$12,000.00	\$321.49	\$2,032.70	\$9,967.30	16.94%	\$6,577.52
E 101-42110-322 POSTAGE	\$500.00	\$0.00	\$39.54	\$460.46	7.91%	\$186.27
E 101-42110-339 SIREN AND MAINT	\$21,000.00	\$16,664.79	\$21,461.91	-\$461.91	102.20%	\$20,249.24

Account Descr	2025 YTD Budget	JUNE 2025 Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	2024 YTD Amt
E 101-42110-362 PROPERTY INSUR	\$25,000.00	\$0.00	\$25,000.00	\$0.00	100.00%	\$24,010.37
E 101-42110-363 AUTOMOBILE INS	\$13,000.00	\$0.00	\$13,000.00	\$0.00	100.00%	\$12,644.00
E 101-42110-381 ELECTRIC UTILITI	\$42,000.00	\$10,783.08	\$34,789.78	\$7,210.22	82.83%	\$24,245.55
E 101-42110-383 NATURAL GAS	\$8,000.00	\$174.42	\$2,755.81	\$5,244.19	34.45%	\$3,327.25
E 101-42110-401 BLDG/STRUCT MAI	\$16,000.00	\$1,794.56	\$4,003.96	\$11,996.04	25.02%	\$12,756.41
E 101-42110-404 VEHICLE & EQUIP	\$27,000.00	\$2,396.00	\$18,680.58	\$8,319.42	69.19%	\$21,145.33
E 101-42110-410 COMPUTER SERVI	\$60,000.00	\$3,901.53	\$36,865.63	\$23,134.37	61.44%	\$20,658.88
E 101-42110-415 RADIO LEASE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-416 RENTAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-417 UNIFORMS	\$18,000.00	\$2,394.82	\$5,270.74	\$12,729.26	29.28%	\$12,901.31
E 101-42110-418 RECRUITING	\$12,000.00	\$3,934.74	\$8,363.70	\$3,636.30	69.70%	\$5,359.00
E 101-42110-428 RESERVE OFFICER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-431 TRAIN/MTG/EXP &	\$10,000.00	\$0.00	\$1,497.95	\$8,502.05	14.98%	\$2,973.05
E 101-42110-432 DRUG TASK FORC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-433 DUES & SUBSRIPT	\$14,000.00	\$2,947.00	\$11,819.20	\$2,180.80	84.42%	\$9,547.70
E 101-42110-434 POLICE TRAINING	\$22,000.00	\$3,324.00	\$10,704.00	\$11,296.00	48.65%	\$11,804.81
E 101-42110-435 COUNCIL TRAIN/R	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-437 MISCELLANEOUS E	\$3,500.00	\$245.03	\$582.41	\$2,917.59	16.64%	\$373.09
E 101-42110-440 APPRECIATION EV	\$13,000.00	\$2,238.48	\$6,087.88	\$6,912.12	46.83%	\$4,343.14
E 101-42110-441 CORRECTION FEE	\$5,000.00	\$724.64	\$768.04	\$4,231.96	15.36%	\$1,606.88
E 101-42110-450 DARE/CRIME PREV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-510 CITIZEN CORPS C	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-511 CERT TEAM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-512 VOLUNTEERS IN P	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-513 MEDICAL RESERV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42110-560 EQUIP AND FURNI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$305.84
E 101-42110-590 PROGRAMS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
42110 POLICE DEPARTMENT	\$3,140,961.00	\$260,265.40	\$1,612,221.25	\$1,528,739.75	51.33%	\$1,478,935.03
42210 FIRE DEPARTMENT						
E 101-42210-307 PROFESSIONAL SE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42210-316 FIRE CONTRACT M	\$376,764.00	\$94,191.00	\$282,573.00	\$94,191.00	75.00%	\$302,418.75
E 101-42210-317 FIRE SATELLITE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42210-318 FIRE CONTRACT S	\$349,316.00	\$86,702.50	\$260,107.50	\$89,208.50	74.46%	\$235,343.25
42210 FIRE DEPARTMENT	\$726,080.00	\$180,893.50	\$542,680.50	\$183,399.50	74.74%	\$537,762.00
42401 BUILDING INSPECTION						
E 101-42401-101 SALARIES-REGULA	\$187,221.00	\$14,188.80	\$83,684.81	\$103,536.19	44.70%	\$80,372.82
E 101-42401-102 SALARIES-OVERTI	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%	\$0.00
E 101-42401-107 SEASONAL SALARI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42401-121 PERA - EMPLOYER	\$14,042.00	\$1,064.16	\$6,276.36	\$7,765.64	44.70%	\$6,027.97

Account Descr	2025 YTD Budget	JUNE 2025 Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	2024 YTD Amt
E 101-42401-122 FICA - EMPLOYER	\$14,322.00	\$1,070.60	\$6,322.35	\$7,999.65	44.14%	\$6,126.46
E 101-42401-131 HEALTH & LIFE IN	\$28,800.00	\$2,558.88	\$16,257.00	\$12,543.00	56.45%	\$17,426.47
E 101-42401-151 WORKMEN S COM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42401-201 OFFICE SUPPLIES	\$550.00	\$0.00	\$290.00	\$260.00	52.73%	\$20.00
E 101-42401-202 COPY & PRINTING	\$1,200.00	\$500.00	\$1,351.00	-\$151.00	112.58%	\$940.00
E 101-42401-303 ENGINEERING SE	\$31,000.00	\$0.00	\$890.00	\$30,110.00	2.87%	\$5,128.00
E 101-42401-306 BUILDING INSPEC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42401-308 PLAN REVIEW FEE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-42401-404 VEHICLE & EQUIP	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%	\$86.10
E 101-42401-433 DUES & SUBSRIPT	\$3,100.00	\$85.00	\$1,260.00	\$1,840.00	40.65%	\$1,566.48
E 101-42401-437 MISCELLANEOUS E	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%	\$0.00
42401 BUILDING INSPECTION	\$288,235.00	\$19,467.44	\$116,331.52	\$171,903.48	40.36%	\$117,694.30
42600 ENGINEER						
E 101-42600-101 SALARIES-REGULA	\$21,000.00	\$3,091.84	\$19,700.92	\$1,299.08	93.81%	\$0.00
E 101-42600-121 PERA - EMPLOYER	\$1,575.00	\$231.90	\$1,477.59	\$97.41	93.82%	\$0.00
E 101-42600-122 FICA - EMPLOYER	\$1,607.00	\$209.36	\$1,266.30	\$340.70	78.80%	\$0.00
E 101-42600-131 HEALTH & LIFE IN	\$3,000.00	\$10.39	\$248.15	\$2,751.85	8.27%	\$0.00
E 101-42600-303 ENGINEERING SE	\$12,000.00	\$1,250.00	\$5,000.00	\$7,000.00	41.67%	\$4,000.00
E 101-42600-309 WETLAND REVIEW	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
42600 ENGINEER	\$39,182.00	\$4,793.49	\$27,692.96	\$11,489.04	70.68%	\$4,000.00
43121 STREET DEPARTMENT						
E 101-43121-101 SALARIES-REGULA	\$529,819.00	\$47,038.13	\$265,512.99	\$264,306.01	50.11%	\$233,210.00
E 101-43121-102 SALARIES-OVERTI	\$6,000.00	\$23.92	\$2,395.28	\$3,604.72	39.92%	\$2,095.28
E 101-43121-105 SALARIES-PAGER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-43121-121 PERA - EMPLOYER	\$33,995.00	\$3,529.61	\$20,149.35	\$13,845.65	59.27%	\$17,503.52
E 101-43121-122 FICA - EMPLOYER	\$34,675.00	\$3,485.15	\$19,894.22	\$14,780.78	57.37%	\$17,375.69
E 101-43121-131 HEALTH & LIFE IN	\$80,960.00	\$5,278.62	\$36,371.35	\$44,588.65	44.93%	\$39,133.98
E 101-43121-151 WORKMEN S COM	\$14,500.00	\$0.00	\$14,500.00	\$0.00	100.00%	\$30,508.96
E 101-43121-201 OFFICE SUPPLIES	\$500.00	\$148.10	\$2,039.33	-\$1,539.33	407.87%	\$445.55
E 101-43121-211 CLEANING & MAIN	\$6,500.00	\$995.00	\$3,016.79	\$3,483.21	46.41%	\$2,512.50
E 101-43121-212 MOTOR FUELS AN	\$25,000.00	\$1,955.03	\$5,663.36	\$19,336.64	22.65%	\$8,695.05
E 101-43121-215 SHOP MATERIALS	\$8,000.00	\$26.78	\$3,705.46	\$4,294.54	46.32%	\$10,139.67
E 101-43121-221 EQUIPMENT PART	\$20,000.00	\$2,571.36	\$8,009.08	\$11,990.92	40.05%	\$6,954.92
E 101-43121-224 STREET MAINTEN	\$200,000.00	\$2,970.64	\$35,050.05	\$164,949.95	17.53%	\$42,463.46
E 101-43121-240 SMALL TOOLS AN	\$1,500.00	\$212.62	\$1,327.74	\$172.26	88.52%	\$435.10
E 101-43121-307 PROFESSIONAL SE	\$10,000.00	\$3,729.77	\$6,735.96	\$3,264.04	67.36%	\$3,978.21
E 101-43121-321 TELEPHONE	\$11,000.00	\$475.00	\$1,954.88	\$9,045.12	17.77%	\$5,637.19
E 101-43121-363 AUTOMOBILE INS	\$15,000.00	\$0.00	\$15,000.00	\$0.00	100.00%	\$14,327.00
E 101-43121-381 ELECTRIC UTILITI	\$7,000.00	\$0.00	\$2,033.75	\$4,966.25	29.05%	\$2,918.46

Account Descr	2025 YTD Budget	JUNE 2025 Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	2024 YTD Amt
E 101-43121-383 NATURAL GAS	\$7,000.00	\$167.92	\$2,872.85	\$4,127.15	41.04%	\$2,533.06
E 101-43121-401 BLDG/STRUCT MAI	\$5,000.00	\$8,427.53	\$18,190.12	-\$13,190.12	363.80%	\$2,672.02
E 101-43121-404 VEHICLE & EQUIP	\$30,000.00	\$4,382.94	\$9,262.69	\$20,737.31	30.88%	\$28,312.22
E 101-43121-410 COMPUTER SERVI	\$6,000.00	\$550.02	\$4,146.58	\$1,853.42	69.11%	\$3,035.58
E 101-43121-415 RADIO LEASE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-43121-416 RENTAL	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%	\$0.00
E 101-43121-417 UNIFORMS	\$8,500.00	\$859.28	\$5,610.61	\$2,889.39	66.01%	\$6,095.84
E 101-43121-433 DUES & SUBSRIPT	\$1,000.00	\$104.18	\$2,953.18	-\$1,953.18	295.32%	\$1,398.15
E 101-43121-437 MISCELLANEOUS E	\$4,000.00	\$742.82	\$1,517.07	\$2,482.93	37.93%	\$4,266.26
43121 STREET DEPARTMENT	\$1,066,949.00	\$87,674.42	\$487,912.69	\$579,036.31	45.73%	\$486,647.67
43125 ICE AND SNOW REMOVAL						
E 101-43125-101 SALARIES-REGULA	\$70,003.00	\$319.44	\$12,733.72	\$57,269.28	18.19%	\$16,335.40
E 101-43125-102 SALARIES-OVERTI	\$6,000.00	\$0.00	\$8,990.11	-\$2,990.11	149.84%	\$1,543.83
E 101-43125-121 PERA - EMPLOYER	\$5,700.00	\$23.96	\$1,629.27	\$4,070.73	28.58%	\$1,340.92
E 101-43125-122 FICA - EMPLOYER	\$5,814.00	\$23.93	\$1,613.57	\$4,200.43	27.75%	\$1,332.70
E 101-43125-131 HEALTH & LIFE IN	\$15,000.00	\$979.81	\$7,610.32	\$7,389.68	50.74%	\$8,176.39
E 101-43125-151 WORKMEN S COM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-43125-212 MOTOR FUELS AN	\$18,000.00	\$390.99	\$6,267.49	\$11,732.51	34.82%	\$1,720.01
E 101-43125-221 EQUIPMENT PART	\$6,000.00	\$0.00	\$2,148.76	\$3,851.24	35.81%	\$0.00
E 101-43125-224 STREET MAINTEN	\$35,000.00	\$0.00	\$13,723.03	\$21,276.97	39.21%	\$9,284.37
E 101-43125-307 PROFESSIONAL SE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-43125-404 VEHICLE & EQUIP	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%	\$0.00
E 101-43125-433 DUES & SUBSRIPT	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%	\$0.00
E 101-43125-437 MISCELLANEOUS E	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%	\$0.00
E 101-43125-560 EQUIP AND FURNI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
43125 ICE AND SNOW REMOVAL	\$167,017.00	\$1,738.13	\$54,716.27	\$112,300.73	32.76%	\$39,733.62
43160 STREET LIGHTING						
E 101-43160-381 ELECTRIC UTILITI	\$32,000.00	\$5,321.11	\$16,590.20	\$15,409.80	51.84%	\$15,179.01
43160 STREET LIGHTING	\$32,000.00	\$5,321.11	\$16,590.20	\$15,409.80	51.84%	\$15,179.01
45202 PARK AREAS						
E 101-45202-101 SALARIES-REGULA	\$59,136.00	\$6,822.28	\$26,689.57	\$32,446.43	45.13%	\$22,666.34
E 101-45202-102 SALARIES-OVERTI	\$0.00	\$0.00	\$978.64	-\$978.64	0.00%	\$1,006.61
E 101-45202-107 SEASONAL SALARI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-45202-121 PERA - EMPLOYER	\$4,435.00	\$319.78	\$1,883.22	\$2,551.78	42.46%	\$1,323.51
E 101-45202-122 FICA - EMPLOYER	\$4,524.00	\$521.14	\$2,082.28	\$2,441.72	46.03%	\$1,808.57
E 101-45202-131 HEALTH & LIFE IN	\$5,000.00	\$702.85	\$4,520.14	\$479.86	90.40%	\$4,807.53
E 101-45202-151 WORKMEN S COM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-45202-201 OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-45202-202 COPY & PRINTING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

Account Descr	2025 YTD Budget	JUNE 2025 Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	2024 YTD Amt
E 101-45202-215 SHOP MATERIALS	\$0.00	\$116.16	\$116.16	-\$116.16	0.00%	\$0.00
E 101-45202-221 EQUIPMENT PART	\$300.00	\$360.00	\$360.00	-\$60.00	120.00%	\$137.32
E 101-45202-302 CONSULTANTS/MI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-45202-362 PROPERTY INSUR	\$23,000.00	\$0.00	\$23,000.00	\$0.00	100.00%	\$22,173.30
E 101-45202-384 REFUSE REMOVAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-45202-401 BLDG/STRUCT MAI	\$15,000.00	\$149.03	\$1,157.13	\$13,842.87	7.71%	\$2,453.75
E 101-45202-402 LAWN MAINTENAN	\$68,000.00	\$12,970.83	\$19,812.73	\$48,187.27	29.14%	\$16,245.95
E 101-45202-404 VEHICLE & EQUIP	\$500.00	\$0.00	\$0.00	\$500.00	0.00%	\$63.75
E 101-45202-433 DUES & SUBSRIPT	\$1,500.00	\$0.00	\$705.00	\$795.00	47.00%	\$0.00
E 101-45202-437 MISCELLANEOUS E	\$500.00	\$0.00	\$483.17	\$16.83	96.63%	\$99.38
E 101-45202-530 IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-45202-590 PROGRAMS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
45202 PARK AREAS	\$181,895.00	\$21,962.07	\$81,788.04	\$100,106.96	44.96%	\$72,786.01
49020 MISCELLANEOUS						
E 101-49020-307 PROFESSIONAL SE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-49020-433 DUES & SUBSRIPT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
E 101-49020-437 MISCELLANEOUS E	\$30,000.00	\$1,928.65	\$6,675.08	\$23,324.92	22.25%	\$1,500.00
E 101-49020-530 IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
49020 MISCELLANEOUS	\$30,000.00	\$1,928.65	\$6,675.08	\$23,324.92	22.25%	\$1,500.00
49240 INSURANCE UNALLOCATED						
E 101-49240-361 GENERAL LIABILIT	\$10,000.00	\$0.00	\$10,000.00	\$0.00	100.00%	\$8,007.19
49240 INSURANCE UNALLOCATED	\$10,000.00	\$0.00	\$10,000.00	\$0.00	100.00%	\$8,007.19
101 GENERAL FUND	\$6,990,586.00	\$717,451.05	\$3,652,120.85	\$3,338,465.15	52.24%	\$3,386,133.55
	\$6,990,586.00	\$717,451.05	\$3,652,120.85	\$3,338,465.15	52.24%	\$3,386,133.55

JUNE 2025 CASH and INVESTMENTS

Section 2, Item c)

DATE
06/30/2025

FUND NO.	DESCRIPTION	TOTAL CASH & INVESTMENTS
101	General Fund	3,874,405.03 *
401	Capital Improvement Program	688,445.85
402	Emergency Warning Siren Fund	274,595.96
404	Park Dedication Fund	1,040,328.17
406	Road Maintenance Fund	1,870,380.08
407	Tree Replacement Fund	306,761.57
433	2023 Street Improv Projects Fund	1,012,725.58
490	Street Improvement Capital Projects	393,239.00 **
501	Equipment Certificates Fund	201,631.70
527	CIP Project Bonds (Facilities)	112,983.61
528	Game Farm South Bay Project Debt Fund	107,651.66
529	Highland Road Debt Fund	105,623.10
532	2017 A Street Projects Debt	379,552.21
533	2023 Street Improv Projects Debt Fund	625,757.75
601	Water Fund	2,791,545.14 ***
602	Sewer Fund	857,119.52
651	Storm Water Drainage Fund	824,678.55
671	Recycling Fund	51,737.00
673	Cable Fund	(9,680.49) ****
801	Land use Agency	117,038.92
	TOTAL	15,626,519.91

Notes to Cash and Investments Report (2nd quarter 2025)

- 1) * **General Fund (101)**- Actual Fund Balance is \$2,554,171. Most of the difference in comparison to the cash and investments total has to do with the temporary CO deposits the City is holding.
- 2) ****Street Improvement Capital Project Fund (490)** – Actual Fund Balance is \$60,855. Most of the cash and investments number is escrows and deposits we have for sealcoating and other related street items.
- 3) *****Water Fund (601)** The actual fund balance that is not made of up 2024 A Bond proceeds that are unspent yet is closer to \$1 million dollars. As \$3.7 million of bond proceeds was issued for water related activities in October 2024.
- 4) **** **Cable Fund (673)** -There is a temporary negative cash balance based on expenses that have been incurred and quarterly franchise fee receipt coming in. This fund will need to be looked at closer in the near future/2026 budget as franchise fees are lowering each quarter and expenses being allocated to this fund will need to be readjusted.



06-16-2025 CITY COUNCIL WORK SESSION MINUTES

June 16, 2025 at 5:30 PM

7701 County Road 110 West Minnetrista, MN 55364

1) CALL TO ORDER

Mayor Whalen called the meeting to order at 5:30 p.m.

Council present: Mayor Whalen, Council Members Reffkin, Lacy, Govern. Staff present: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Director of Public Services Gary Peters, Assistant City Administrator Allie Polsfuss, City Clerk Ann Meyerhoff.

2) DISCUSSION ITEMS

a) Gillespie Center City Contribution Discussion

The Executive Direction of the Gillespie Center, Rhonda Nelson, has requested the City of Minnetrista participate in a cost participation agreement for senior activities at the the facility.

City Administrator Kruggel gave an overview.

Council Member Lacy shared her passion for the center and the services that they offer the seniors and would like to have the City step up and give \$10,000 a year to support.

Mayor Whalen expressed concern over the use of public tax dollars to contribute to a nonprofit organization (the Gillespie Center), arguing that such contributions should be a personal choice, not a government decision. She explained that some residents supported the city's initial financial support, while others did not.

The original agreement, made by a past city council, was for a one-time contribution over 10 years, with several cities contributing \$110,000 annually to build an endowment fund projected to grow to \$3 million. The center itself was also supposed to raise \$110,000 per year for operations.

The organization is requesting additional funding now, especially when it's been stated they currently have \$4.7 million in investments and assets, and a \$3 million endowment, which could generate significant income (approx. \$210,000 annually at 7%).

She raised concerns about:

- Lack of clarity on specific senior programs funded by the contributions.
- Equity—why one nonprofit (like the Gillespie Center) gets public money, while others (like WeCAB or West Tonka Rec) do not.
- The need for a city policy on contributing to nonprofits.
- The financial necessity of the new funding request based on balance sheets.

The director of the Gillespie Center responded by explaining:

- Much of their funds are now spent on building maintenance, due to past neglect of preventative maintenance.
- They have shifted strategy to invest in maintenance to reduce long-term costs.
- Programming funds for seniors are limited because of these maintenance costs.
- There is no longer a dedicated capital improvement (CIP) fund, so they dip into the endowment for major expenses like HVAC or repainting the building.

Council Member Govern expressed concerns about the 10 year commitment.

Council Member Reffkin questioned that since we have already given the center money why are we not giving to another charity.

Mayor Whalen expressed frustration with the rationale behind a \$10,000 funding request, which was based on an estimate of \$1 per resident. She argued that this logic is flawed because:

- The actual population is closer to 9,200–9,300, not 10,000.
- Only 14% of residents are seniors, so the cost per senior would be more relevant if the funding is for a senior program.
- Simply using total population as a justification for the amount requested is not meaningful without a clear breakdown of what the funds would be used for.

Funding should be based on program costs, not arbitrary per-capita figures, especially if the benefit only applies to a small segment of the population.

Administrator Kruggel stated the statute:

- A City can appropriate money to support the facilities, programs, and services of a public or private, not-for-profit senior center or youth center

Mayor Whalen asked how many Minnetrista residents are really being served and what is the program that needs support and how much the cost will be. It hasn't been budgeted for this year but if there is a specific program that would otherwise not happen without funding bring back that information.

b) 2026 Yard Waste Disposal Service

City Administrator Kruggel stated that at the 2025 State of the city event there were a couple comments about the City offering yard waste disposal services to the residents of Minnetrista.

Staff has evaluated options to provide yard waste disposal services for residents of Minnetrista. It has been determined that offering the service utilizing city staff and property is not financially feasible. There is an option to utilize a Minnetrista business, The Mulch Store to allow for a no-cost option for residents. The estimated cost of entering into an agreement with the Mulch Store is \$13,000 annually.

If agreeable, staff would recommend building this amount into the 2026 budget, utilizing the stormwater and environmental funds as the funding sources.

Council Member Reffkin asked if this is something that residents could do with their garbage collector. Administrator Kruggel replied that residents are able to contract this on their own.

Council had a discussion and decided that they did not see this as a compelling need at this time.

c) Budget/Levy Considerations

Finance Director Grimm presented the 3 categories of items to talk about regarding both the general fund operations and the associated overall tax levy impacts:

1. Items that the City is committed to (general fund impact)
 - Compensation (non-union adjustments and union contracts)
 - Fire Contracts
 - Cafeteria Plan/other benefits
 - Inflationary impacts

Subtotal for this area - \$480,000 (projected 7.0% increase to levy)

2. Items to be addressed (general fund impact)
 - Addressing use fund balance in 2025 for 2026 and beyond

Subtotal for this area - \$40,000 (projected .50% increase to levy)

Total projected for general fund combined - \$520,000 (potential 7.5% increase to levy)

3. Items the City has been doing
 - Roads
 - Capital Equipment Plan

Total potential impacts – When adding the above numbers from the above three sections together the potential levy increase from an initial draft looks to be in the \$770,000-\$870,000 range. That would be in a range of about 10-12%. Last year's levy increase was a 9.4% increase when comparing 2025's final levy to 2024 final levy.

Grimm stated that he will bring back detailed information to the August work session.

Council had a discussion of possible ways to try and keep the levy down and will wait for more detailed information in August.

3) ADJOURNMENT

Motion by Lacy and seconded by Govern to adjourn the meeting at 6:33 p.m.

Motion passed 4-0. Absent: Council Member Vickery

Respectfully Submitted,

Ann Meyerhoff, City Clerk



CITY COUNCIL MEETING MINUTES

June 16, 2025 at 7:00 PM

7701 County Road 110 West Minnetrista, MN 55364

1) CALL TO ORDER

Mayor Whalen called the meeting to order at 7:00 p.m.

- a) Pledge of Allegiance
- b) Introductions: City Council: Mayor Lisa Whalen, Cathleen Reffkin, Claudia Lacy, Brian Govern
Staff: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Director of Public Safety Craig Squires, Assistant City Administrator Allie Polsfuss, Director of Public Works Gary Peters and City Clerk Ann Meyerhoff

Absent: Council Member Peter Vickery

- c) Approval of Agenda

Motion made by Council Member Reffkin, Seconded by Council Member Lacy to approve the agenda.

Voting Yea: Mayor Whalen, Council Member Reffkin, Council Member Lacy, Council Member Govern

Motion passed 4-0. Absent Council Member Vickery

2) SPECIAL PRESENTATIONS

Mayor Whalen shared her appreciation of all the Assistant City Administrator Polsfuss's work wishing her the best of luck in Breezy Point and presented her with a certificate.

3) PERSONS TO BE HEARD

4) CONSENT AGENDA

- a) Approve Work Session Meeting Minutes
- b) Approve City Council Regular Meeting Minutes
- c) Approve Temporary Liquor License for Northwest Tonka Lions
- d) Approve Bayside Lane Retaining Wall License and Maintenance Agreement
- e) Approve AE2S Task Order #16 for Optimized Corrosion Control Treatment Plan
- f) Res. No. 58-25 Approve Claims
- g) Res. No. 59-25 Award Equipment CIP Purchase - Truck #1 Replacement
- h) Res. No. 60-25 Award Equipment CIP Purchase - Truck #7 Replacement
- i) Res. No. 61-25 Award Equipment CIP Purchase - Truck #9 Replacement
- j) Res. No. 62-25 Re-Approve and Award Equipment CIP Purchase - Skid Loader

Motion made by Council Member Lacy, Seconded by Council Member Govern to approve the consent agenda

Voting Yea: Mayor Whalen, Council Member Reffkin, Council Member Lacy, Council Member Govern

Motion passed 4-0. Absent: Council member Vickery.

5) PUBLIC HEARINGS

6) BUSINESS ITEMS

- a) Water Treatment Plant - Approve Plans and Specifications and Authorize Advertisement for Bids

Jasper summarized the plant specifications and the time line.

Councilmember Govern asked how many companies actually do this work. City Administrator Kruggel responded that there are 3-6 and we are hoping to get 5 bids.

Motion made by Council Member Reffkin, Seconded by Council Member Govern to Approve Plans and Specifications and Authorize Advertisement for Bids.

Voting Yea: Mayor Whalen, Council Member Reffkin, Council Member Lacy, Council Member Govern

Motion passed 4-0. Absent: Council Member Vickery

- b) Approve Task Order No. 17 - St Bonifacius Interconnect Analysis

City staff and council discussed whether to move forward with a water system modeling study and potential interconnect projects with St. Bonifacius, which would allow Minnetrista to take the Kings Point water tower offline for rehabilitation earlier than planned (before the new treatment plant is built).

Key Points:

- The modeling study (\$14,700) would simulate how the system would function with Kings Point Tower offline and determine if 1, 2, or 3 interconnects are needed.
- These interconnects would allow temporary water supply from St. Bonifacius, but the full project cost could range from \$150,000 (1 interconnect) to \$400,000 (3 interconnects).
- The rehabilitation is mostly aesthetic and not urgently required, so many on the council questioned the value of spending \$150K–\$400K to expedite it.
- The previous interconnect with St. Bonifacius (done 2 years ago) cost only ~\$44K because it was added to an existing project without engineering or full planning—which has led to problems and missing documentation.
- Some council members noted the option of watering bans during tower downtime instead of using St. Bonifacius water.
- The Kings Point Tower is from 1994, so it's over 30 years old, but still functional.
- A regional water authority had been discussed in the past but was not pursued, partly due to concerns about losing local control.

The majority consensus was not to proceed with the modeling or interconnects now due to high cost and lack of urgency. However, staff may revisit it if future infrastructure projects in the area align with the need.

7) ADMINISTRATIVE ITEMS

a) Staff Reports

City Administrator Kruggel informed Council that the 2nd round of interviews for the Assistant City Administrator position will be the week of July 7.

Change in open meeting law allowing Council the option to participate remotely in a meeting without having to notice the location and it does not have to be a public place. Council will have to be visible and there will be a roll call after every vote.

b) Council Reports

i) Mayor Lisa Whalen

- Northwest League meeting
- Ongoing Fire Partnership discussions
- City Bus Tour – well attended
- Time change for meetings to start at 6:30 p.m. and Work Session at 5:00 p.m.

ii) Cathleen Reffkin

iii) Claudia Lacy

iv) Peter Vickery

v) Brian Govern

8) ADJOURNMENT

Motion made by Council Member Lacy, Seconded by Council Member Reffkin to adjourn the meeting at 7:33 p.m.

Voting Yea: Mayor Whalen, Council Member Reffkin, Council Member Lacy, Council Member Govern

Motion passed 4-0. Absent: Council Member Vickery

Respectfully Submitted,

Ann Meyerhoff, City Clerk



CITY COUNCIL MEETING MINUTES
July 9, 2025
2:00pm

Present: City Council: Mayor Lisa Whalen, Cathleen Reffkin, Brian Govern; Peter Vickery, and Claudia Lacy Staff: City Administrator Jasper Kruggel

There was a quorum of the City Council on July 9, 2025 to conduct interviews with 2 applicants for the Assistant City Administrator Position.

RESOLUTION NO. 63-25

**RESOLUTION APPROVING JUST AND CORRECT
CLAIMS AGAINST CITY FUNDS**

WHEREAS, the City Council of the City of Minnetrista, pursuant to MS 412.241, shall have the full authority over the financial affairs of the City; and

WHEREAS, the City Council reviewed the Claims for payment, with checks numbered 73057 through 73153; electronic checks E1003338 through E1003364; Claims batch includes electronic transfers for payroll in the amount of \$221,241.04.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that the attached list of claims in the amount of \$1,802,334.19 and wire transfers to our 4m Fund of \$3,500,000.00 are hereby approved.

ADOPTED this 14th day July 2025 by a vote of ____ Ayes
____ Nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

CITY OF MINNETRISTA

07/10/25 10:46 AM

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***Check Detail Register©**

Batch: Tasc061325,Xcel061825,PR06182025,6-17-25 Bridge,6-20-25

4MP,Tasc062425,063025HP,Xcel062525,Xcel063025,PR07032025,Aflac070725,Medsurety070225,Metlife070225,Tasc070625,070325
PSN,7-7-25 4MP,7.14.25 2025 ST IMP,071425AP,WELLS 8.9 071425

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1010 1ST BK OF THE LAKES					
73057	06/30/25	ABEL, DAVID			
E 101-41910-433		DUES & SUBSRIPT & TR	\$54.30		Mileage Reimbursement and Parking for Mediation
		Total	\$54.30		
73058	06/30/25	ABM EQUIPMENT & SUPPLY LLC			
E 101-43121-404		VEHICLE & EQUIP MAIN	\$1,825.86	0183347-IN	Boom Inspection on Truck #14
		Total	\$1,825.86		
73059	06/30/25	ACME TOOLS			
E 601-49440-240		SMALL TOOLS AND MIN	\$457.31	14525076	Metal Locator for Brendan
E 602-49490-240		SMALL TOOLS AND MIN	\$457.32	14525076	Metal Locator for Brendan
		Total	\$914.63		
73060	06/30/25	AE2S			
E 601-49440-303		ENGINEERING SERV	\$2,969.75	103272	Ae2S May Invoicing for Westonka Water Main Project
E 601-49440-303		ENGINEERING SERV	\$2,947.75	103432	Ae2S May Invoicing for Wells 8 and 9 Project
E 601-49440-303		ENGINEERING SERV	\$73.00	103433	Ae2S May Invoicing for Well 3 Rehab Project
E 601-49440-303		ENGINEERING SERV	\$286,898.75	103450	Ae2S May Invoicing for WTP Design Project
E 601-49440-303		ENGINEERING SERV	\$2,687.75	103469	Ae2S May Invoicing for Well 7 rehab
E 601-49440-303		ENGINEERING SERV	\$2,086.75	103482	Ae2S May Invoicing for Scada Services
		Total	\$297,663.75		
73061	06/30/25	AIMPOINT INC.			
E 401-43126-560		EQUIP AND FURNISHIN	\$2,235.00	136002	Patrol Riffle Optic (5)
		Total	\$2,235.00		
73062	06/30/25	ASPEN MILLS			
E 101-42110-418		RECRUITING	\$2,087.67	354356	Uniforms
E 101-42110-418		RECRUITING	\$44.99	355075	Uniforms
		Total	\$2,132.66		
73063	06/30/25	ATKINSON, DARCI			
E 101-41320-437		MISCELLANEOUS EXPE	\$109.68		All Staff Meeting
		Total	\$109.68		
73064	06/30/25	CANON FINANCIAL SERVICES INC			
E 101-42110-202		COPY & PRINTING SUPP	\$104.50	41206508	Copier-Pd
		Total	\$104.50		
73065	06/30/25	CINTAS			
E 101-43121-417		UNIFORMS	\$144.50	4233865001	Uniforms
E 101-43121-417		UNIFORMS	\$144.50	4234570065	Uniforms
		Total	\$289.00		
73066	06/30/25	CITY OF MONTICELLO			
E 101-42110-319		KENNEL CHARGES	\$624.00	0035690	Kennel Charges
		Total	\$624.00		
73067	06/30/25	CLASSIC CLEANING COMPANY			

CITY OF MINNETRISTA

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Batch: Tasc061325,Xcel061825,PR06182025,6-17-25 Bridge,6-20-25

4MP,Tasc062425,063025HP,Xcel062525,Xcel063025,PR07032025,Aflac070725,Medsurety070225,Metlife070225,Tasc070625,070325
PSN,7-7-25 4MP,7.14.25 2025 ST IMP,071425AP,WELLS 8.9 071425

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42110-211		CLEANING & MAINT SUP	\$775.00	37933	Monthly Cleaning-June 2025
E 101-41940-211		CLEANING & MAINT SUP	\$600.00	37934	Monthly Cleaning-June 2025 (Toliet Paper, Towels)
E 101-43121-211		CLEANING & MAINT SUP	\$400.00	37934	Monthly Cleaning-June 2025 (Toliet Paper, Towels)
		Total	\$1,775.00		
73068	06/30/25	CONCRETE CUTTING & CORING			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$26.09	25031a	Credit taken by Mistake on Account
		Total	\$26.09		
73069	06/30/25	CORE AND MAIN			
E 601-49440-227		UTILITY SYSTEM MAINT	\$965.96	INV0017785	Water testing supplies
E 602-49490-227		UTILITY SYSTEM MAINT	\$68.65	X122798	Manhole Cover Lift Hook
		Total	\$1,034.61		
73070	06/30/25	ECM PUBLISHERS, INC			
E 101-41910-351		LEGAL NOTICE & ORD P	\$47.30	1051935	Variances
E 101-41320-351		LEGAL NOTICE & ORD P	\$670.80	1053773	Annual Financial Statement
		Total	\$718.10		
73071	06/30/25	EHLERS AND ASSOCIATES, INC.			
E 501-49020-437		MISCELLANEOUS EXPE	\$1,250.00	101504	Arbitrage Report for GO Bonds Series 2020A
		Total	\$1,250.00		
73072	06/30/25	ENGEL WATER TESTING			
E 601-49440-227		UTILITY SYSTEM MAINT	\$1,160.00	25-29583	water testing fees
		Total	\$1,160.00		
73073	06/30/25	FINANCE AND COMMERCE			
E 406-43121-351		LEGAL NOTICE & ORD P	\$255.17	745779318	2025 Pavement Maintenance Project-Reclamite
		Total	\$255.17		
73074	06/30/25	FRONTIER OH			
E 601-49440-381		ELECTRIC UTILITIES	\$41.18	217-188-0265	Internet
E 601-49440-381		ELECTRIC UTILITIES	\$547.56	952-196-0111	Internet
E 601-49440-381		ELECTRIC UTILITIES	\$399.00	952-196-0117	Internet
E 601-49440-381		ELECTRIC UTILITIES	\$390.00	952-196-1926	Internet
		Total	\$1,377.74		
73075	06/30/25	Grimm, Brian			
E 101-41320-433		DUES & SUBSRIPT & TR	\$93.80		Mileage reimbursement for Seminars (3)
		Total	\$93.80		
73076	06/30/25	HAWKINS INC			
E 601-49440-227		UTILITY SYSTEM MAINT	\$100.00	7100671	Cylinders
E 601-49440-227		UTILITY SYSTEM MAINT	\$3,039.38	7103040	WTP Chemicals
		Total	\$3,139.38		
73077	06/30/25	HENNEPIN COUNTY INFO TECH DEPT			
E 401-43126-560		EQUIP AND FURNISHIN	\$349.56	1000247237	Radio Lease
		Total	\$349.56		
73078	06/30/25	Hennepin County Treasurer			

CITY OF MINNETRISTA

07/10/25 10:46 AM

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Batch: Tasc061325,Xcel061825,PR06182025,6-17-25 Bridge,6-20-25

4MP,Tasc062425,063025HP,Xcel062525,Xcel063025,PR07032025,Aflac070725,Medsurety070225,Metlife070225,Tasc070625,070325
PSN,7-7-25 4MP,7.14.25 2025 ST IMP,071425AP,WELLS 8.9 071425

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42110-441		CORRECTION FEES/CH	\$499.64	1000248198	Booking Fee
		Total	\$499.64		
73079	06/30/25	KENNEDY & GRAVEN, CHARTERED			
E 101-41610-304		LEGAL FEES - ATTORNE	\$3,000.00	188223	General
E 101-41610-304		LEGAL FEES - ATTORNE	\$651.20	MN415-0014	Administration
E 101-41610-304		LEGAL FEES - ATTORNE	\$235.20	MN415-0026	General Personnell Matters
E 101-41610-304		LEGAL FEES - ATTORNE	\$10,046.00	MN415-0038	Sunnyfield Road Code Enforcement
G 801-1170		LAND USE RECEIVABLE	\$186.00	MN415-0038	* Karmith Cove
		Total	\$14,118.40		
73080	06/30/25	KRUGGEL, JASPER			
E 101-41320-433		DUES & SUBSCRIPT & TR	\$27.00		Parking Reimbursement
		Total	\$27.00		
73081	06/30/25	LAKE MINNETONKA CONSERVATION			
E 651-49590-307		PROFESSIONAL SERVIC	\$5,585.75	2025Q2Trist	LMCD Levy Pmt
		Total	\$5,585.75		
73082	06/30/25	LANGUAGE LINE SERVICES			
E 101-42110-307		PROFESSIONAL SERVIC	\$212.47	11618831	Interpretation Services
		Total	\$212.47		
73083	06/30/25	League of Minnesota Cities			
E 101-42110-434		POLICE TRAINING	\$1,710.00	424472	Training (19)
E 101-41110-433		DUES & SUBSCRIPT & TR	\$50.00	430742	Annual Conference Cancellation
		Total	\$1,760.00		
73084	06/30/25	LEXISNEXIS RISK DATA MNGMT INC			
E 101-42110-307		PROFESSIONAL SERVIC	\$207.50	1100147630	Contract Fee
		Total	\$207.50		
73085	06/30/25	MEDICA			
E 101-41320-131		HEALTH & LIFE INS - E C	\$4,490.00		Insurance Premium
E 101-41910-131		HEALTH & LIFE INS - E C	\$2,275.00		Insurance Premium
E 101-43121-131		HEALTH & LIFE INS - E C	\$3,767.50		Insurance Premium
E 101-42110-131		HEALTH & LIFE INS - E C	\$17,094.76		Insurance Premium
E 101-43125-131		HEALTH & LIFE INS - E C	\$890.50		Insurance Premium
E 101-45202-131		HEALTH & LIFE INS - E C	\$479.50		Insurance Premium
E 601-49440-131		HEALTH & LIFE INS - E C	\$2,152.50		Insurance Premium
E 602-49490-131		HEALTH & LIFE INS - E C	\$1,857.50		Insurance Premium
E 651-49590-131		HEALTH & LIFE INS - E C	\$637.50		Insurance Premium
E 101-42401-131		HEALTH & LIFE INS - E C	\$2,275.00		Insurance Premium
G 101-2340		PAYROLL CLEARING HE	\$2,600.00		Insurance Premium
		Total	\$38,519.76		
73086	06/30/25	MENARDS BUFFALO			
E 101-43121-224		STREET MAINTENANCE	\$232.72	31211	Wood for Framing Concrete Projects
E 101-43121-224		STREET MAINTENANCE	\$4.97	31218	Wood for Framing Concrete Projects
		Total	\$237.69		

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: Tasc061325,Xcel061825,PR06182025,6-17-25 Bridge,6-20-25

4MP,Tasc062425,063025HP,Xcel062525,Xcel063025,PR07032025,Aflac070725,Medsurety070225,Metlife070225,Tasc070625,070325
PSN,7-7-25 4MP,7.14.25 2025 ST IMP,071425AP,WELLS 8.9 071425

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
73087	06/30/25	MET COUNCIL			
G 602-2395		SAC CLEARING	\$9,840.60	May 2025	* Monthly SAC
		Total	\$9,840.60		
73088	06/30/25	MID COUNTY			
E 601-49440-212		MOTOR FUELS AND LUB	\$271.15	82510	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$271.15	82510	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$677.88	82510	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$135.57	82510	Dyed Diesel Fuel
		Total	\$1,355.75		
73089	06/30/25	MINNESOTA PUMP WORKS			
E 602-43251-530		IMPROVEMENTS	\$19,106.51	INV026839	New Pumps for LS #5
		Total	\$19,106.51		
73090	06/30/25	MINNESOTA UI FUND			
E 101-49020-437		MISCELLANEOUS EXPE	\$1,686.00	18135337	Unemployment Insurance
		Total	\$1,686.00		
73091	06/30/25	MORRIES Parts and Service Group			
E 101-43121-404		VEHICLE & EQUIP MAIN	\$2,315.93	606362	Repair of Truck 9 -Oil Change, Tire Rotation and Coolant Leak
		Total	\$2,315.93		
73092	06/30/25	MOUND TRUE VALUE HARDWARE			
E 101-43121-401		BLDG/STRUCT MAINTEN	\$50.94	198033	parts for RO filter Installation
E 101-43121-401		BLDG/STRUCT MAINTEN	\$10.50	198035	parts for RO filter Installation
		Total	\$61.44		
73093	06/30/25	NCPERS MINNESOTA - 632400			
G 101-2380		PAYROLL CLEARING LIF	\$224.00	63240072025	*PERA life Ins Employer Paid
		Total	\$224.00		
73094	06/30/25	OFFICE OF MNIT SERVICES			
E 101-42110-410		COMPUTER SERVICES/	\$100.00	DV25050452	WAN Services
		Total	\$100.00		
73095	06/30/25	OpenGov			
E 101-43121-224		STREET MAINTENANCE	\$2,145.80	INV20121	Yearly Subscription for Cartegraph
E 601-49440-307		PROFESSIONAL SERVIC	\$2,145.81	INV20121	Yearly Subscription for Cartegraph
E 602-49490-307		PROFESSIONAL SERVIC	\$2,145.81	INV20121	Yearly Subscription for Cartegraph
E 651-49590-307		PROFESSIONAL SERVIC	\$2,145.81	INV20121	Yearly Subscription for Cartegraph
		Total	\$8,583.23		
73096	06/30/25	PRECISION UTILITIES			
E 601-49440-227		UTILITY SYSTEM MAINT	\$5,080.00	2511	Repair of Leaking Curb Stop
		Total	\$5,080.00		
73097	06/30/25	STREICHER'S			
E 401-43126-560		EQUIP AND FURNISHIN	\$222.94	I1760203	Firearms
		Total	\$222.94		

CITY OF MINNETRISTA

***Check Detail Register©**

Batch: Tasc061325,Xcel061825,PR06182025,6-17-25 Bridge,6-20-25

4MP,Tasc062425,063025HP,Xcel062525,Xcel063025,PR07032025,Aflac070725,Medsurety070225,Metlife070225,Tasc070625,070325
PSN,7-7-25 4MP,7.14.25 2025 ST IMP,071425AP,WELLS 8.9 071425

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
73098	06/30/25	SWANSTON EQUIPMENT CORP			
E 401-43126-560		EQUIP AND FURNISHIN	\$12,050.00	E10696	Infrared Asphalt Heater
		Total	\$12,050.00		
73099	06/30/25	Tri-State Pump & Control			
E 602-49490-227		UTILITY SYSTEM MAINT	\$6,774.18	445802	Parts for LS #1
		Total	\$6,774.18		
73100	06/30/25	TRUGREEN CHEMLAWN			
E 601-49440-402		LAWN MAINTENANCE	\$394.00	207868029	Fertilization and Weed Control
E 101-41940-402		LAWN MAINTENANCE	\$737.00	207868029	Fertilization and Weed Control
E 602-49490-402		LAWN MAINTENANCE	\$52.00	207868029	Fertilization and Weed Control
E 101-45202-402		LAWN MAINTENANCE	\$2,942.00	207868029	Fertilization and Weed Control
E 601-49440-402		LAWN MAINTENANCE	\$304.00	209897411	Fertilization and Weed Control
E 101-41940-402		LAWN MAINTENANCE	\$737.00	209897411	Fertilization and Weed Control
E 602-49490-402		LAWN MAINTENANCE	\$97.00	209897411	Fertilization and Weed Control
E 101-45202-402		LAWN MAINTENANCE	\$1,086.00	209897411	Fertilization and Weed Control
		Total	\$6,349.00		
73101	06/30/25	TWIN CITY GARAGE DOOR CO.			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$2,396.00	420095888	Police Door 7-Service and Repair
		Total	\$2,396.00		
73102	06/30/25	US BANK EQUIPMENT FINANCE			
E 101-41320-307		PROFESSIONAL SERVIC	\$41.86	558323119	Copier-2 Months
E 101-41910-307		PROFESSIONAL SERVIC	\$41.86	558323119	Copier-2 Months
E 101-43121-307		PROFESSIONAL SERVIC	\$41.86	558323119	Copier-2 Months
E 601-49440-307		PROFESSIONAL SERVIC	\$41.87	558323119	Copier-2 Months
E 602-49490-307		PROFESSIONAL SERVIC	\$41.87	558323119	Copier-2 Months
E 101-41320-307		PROFESSIONAL SERVIC	\$46.05	558323119	Copier-2 Months
E 101-41910-307		PROFESSIONAL SERVIC	\$46.05	558323119	Copier-2 Months
E 101-43121-307		PROFESSIONAL SERVIC	\$46.05	558323119	Copier-2 Months
E 601-49440-307		PROFESSIONAL SERVIC	\$46.05	558323119	Copier-2 Months
E 602-49490-307		PROFESSIONAL SERVIC	\$46.05	558323119	Copier-2 Months
		Total	\$439.57		
73103	06/30/25	VALLEY RICH CO INC			
E 601-49440-227		UTILITY SYSTEM MAINT	\$6,783.12	34605	Repair of Water Main Break at 7061 Halstead Drive
		Total	\$6,783.12		
73104	06/30/25	VESSCO, INC.			
E 601-49440-227		UTILITY SYSTEM MAINT	\$816.88	097613	Chlorine Injector for S WTP
		Total	\$816.88		
73105	06/30/25	WASTE MANAGEMENT OF WI-MN			
E 671-43230-384		REFUSE REMOVAL	\$20,474.00	8095977-159	* Recycling
E 671-43230-384		REFUSE REMOVAL	\$91.58	9287534-228	Organics
		Total	\$20,565.58		
73106	06/30/25	XCEL ENERGY			
E 101-43160-381		ELECTRIC UTILITIES	\$2,746.52	51-6565411-9	Electricity-Street Lights

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Batch: Tasc061325,Xcel061825,PR06182025,6-17-25 Bridge,6-20-25

4MP,Tasc062425,063025HP,Xcel062525,Xcel063025,PR07032025,Aflac070725,Medsurety070225,Metlife070225,Tasc070625,070325
PSN,7-7-25 4MP,7.14.25 2025 ST IMP,071425AP,WELLS 8.9 071425

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42110-381		ELECTRIC UTILITIES	\$5,391.54	51-9597547-2	Electricity-Police
		Total	\$8,138.06		
73107	07/14/25	ACTION FLEET, INC			
E 101-42110-221		EQUIPMENT PARTS, TIR	\$719.21	17934	Replacement of Lights and Service
		Total	\$719.21		
73108	07/14/25	ADVANCED POWER SERVICES INC			
E 101-41940-401		BLDG/STRUCT MAINTEN	\$1,310.00	6523	Spring Generator Main and Load Bank Testing
E 101-42110-404		VEHICLE & EQUIP MAIN	\$1,745.00	6523	Spring Generator Main and Load Bank Testing
E 101-43121-404		VEHICLE & EQUIP MAIN	\$1,200.00	6523	Spring Generator Main and Load Bank Testing
E 601-49440-404		VEHICLE & EQUIP MAIN	\$5,705.00	6523	Spring Generator Main and Load Bank Testing
E 602-49490-404		VEHICLE & EQUIP MAIN	\$4,875.00	6523	Spring Generator Main and Load Bank Testing
E 601-49440-404		VEHICLE & EQUIP MAIN	\$645.00	6856	Service Call for Well 7 Generator
		Total	\$15,480.00		
73109	07/14/25	ALL FLAGS, LLC			
E 101-42110-201		OFFICE SUPPLIES	\$55.76	153523	Flags
E 101-41940-401		BLDG/STRUCT MAINTEN	\$141.54	153523	Flags
		Total	\$197.30		
73110	07/14/25	AMAZON CAPITAL SERVICES			
E 101-41320-201		OFFICE SUPPLIES	\$113.52	13LG-GKQF-	Kitchen Supplies
E 601-49440-227		UTILITY SYSTEM MAINT	\$924.99	1GK6-WJGY-	Water Meter Ends
E 101-41320-201		OFFICE SUPPLIES	\$22.98	1GK6-WJGY-	City Hall office Supplies
E 101-41320-201		OFFICE SUPPLIES	\$20.83	1HKP-PH1C-	Printer Ink
E 101-49020-437		MISCELLANEOUS EXPE	\$27.97	1KRT-XP11-	Supplies for Allies Going Away
E 101-41320-201		OFFICE SUPPLIES	\$159.99	1MYV-Y1VY-	All Staff meeting Supplies
E 101-43121-201		OFFICE SUPPLIES	\$27.98	1MYV-Y1VY-	Wireless Mouse and Keyboard
E 101-41320-201		OFFICE SUPPLIES	\$73.59	1P1L-T7QX-J	Office and Kitchen Supplies
		Total	\$1,371.85		
73111	07/14/25	ATE RECREATION			
E 101-45202-401		BLDG/STRUCT MAINTEN	\$3,357.00	127-2	Resurfacing of the Basketball /Pickleball Courts
		Total	\$3,357.00		
73112	07/14/25	Banyon Data Systems, Inc.			
E 101-41320-433		DUES & SUBSCRIPT & TR	\$1,350.00	00166650	Payroll and POS Support
		Total	\$1,350.00		
73113	07/14/25	CANTEEN REFRESHMENT SVCS			
E 101-41940-211		CLEANING & MAINT SUP	\$75.00	MSP133300	Coffee
E 101-43121-211		CLEANING & MAINT SUP	\$150.00	MSP133300	Coffee
E 101-42110-211		CLEANING & MAINT SUP	\$49.79	MSP133300	Coffee
		Total	\$274.79		
73114	07/14/25	Center Point Energy			
E 601-49440-383		NATURAL GAS	\$27.95	10654144-4	Gas Utility
E 601-49440-383		NATURAL GAS	\$614.73	10658039-2	Gas Utility
E 601-49440-383		NATURAL GAS	\$32.75	10658041-8	Gas Utility
E 601-49440-383		NATURAL GAS	\$20.76	11144790-0	Gas Utility

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Batch: Tasc061325,Xcel061825,PR06182025,6-17-25 Bridge,6-20-25

4MP,Tasc062425,063025HP,Xcel062525,Xcel063025,PR07032025,Aflac070725,Medsurety070225,Metlife070225,Tasc070625,070325
PSN,7-7-25 4MP,7.14.25 2025 ST IMP,071425AP,WELLS 8.9 071425

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 601-49440-383		NATURAL GAS	\$18.35	11431330-7	Gas Utility
E 601-49440-383		NATURAL GAS	\$19.57	11553312-7	Gas Utility
E 601-49440-383		NATURAL GAS	\$24.36	11833736-9	Gas Utility
E 101-41940-383		NATURAL GAS	\$116.75	5651357-5	Gas Utility - Gov't Bldg
E 601-49440-383		NATURAL GAS	\$42.35	5659223-1	Gas - Well #5
E 601-49440-383		NATURAL GAS	\$385.73	6401076054-	Gas Utility
E 101-43121-383		NATURAL GAS	\$39.06	6744979-3	Gas Utility - PW
E 101-42110-383		NATURAL GAS	\$94.36	8486433-9	Gas Utility - PD
E 101-43121-383		NATURAL GAS	\$40.02	8486442-0	Gas Utility - PW
Total			\$1,476.74		
73115	07/14/25	CINTAS			
E 101-43121-401		BLDG/STRUCT MAINTEN	\$144.50	4235278483	Uniforms
E 101-43121-401		BLDG/STRUCT MAINTEN	\$144.50	4235977008	Uniforms
Total			\$289.00		
73116	07/14/25	CULLIGAN			
E 101-42110-211		CLEANING & MAINT SUP	\$41.00	114x0393340	Water
Total			\$41.00		
73117	07/14/25	ECM Publishers, Inc.			
E 601-49440-351		LEGAL NOTICE & ORD P	\$93.10		Drinking Water Report
Total			\$93.10		
73118	07/14/25	Ess Brothers & Sons			
E 601-49440-227		UTILITY SYSTEM MAINT	\$229.00	FF4123	Gasketed Manhole Lid for Interconnect Manhole
Total			\$229.00		
73119	07/14/25	Fury Motors			
E 101-42110-221		EQUIPMENT PARTS, TIR	\$861.87	788347	Unit 85-Suspension, Tire Rotation, Multipoint Inspection
E 101-42110-404		VEHICLE & EQUIP MAIN	\$544.26	788940	Unit 81-Engine Mechanical Diagnosis
E 101-42110-221		EQUIPMENT PARTS, TIR	\$108.95	789135	Unit 79-The Works
Total			\$1,515.08		
73120	07/14/25	Gopher State One Call			
E 601-49440-227		UTILITY SYSTEM MAINT	\$249.07	5060608	Sewer & Water Locates
E 602-49490-227		UTILITY SYSTEM MAINT	\$249.08	5060608	Sewer & Water Locates
Total			\$498.15		
73121	07/14/25	Int'l Union of Oper. Engineers			
G 101-2360		PAYROLL CLEARING UN	\$315.00	July 2025	* Union dues
Total			\$315.00		
73122	07/14/25	LAKE MINNETONKA CONSERVATION			
E 651-49590-307		PROFESSIONAL SERVIC	\$5,585.75	2025Q3Mntr	LMCD Levy Payment
Total			\$5,585.75		
73123	07/14/25	LANO EQUIPMENT, INC.			
E 651-49590-580		OTHER EQUIPMENT	\$60,952.74	03-1164341	New Track Bobcat Skid Steer Loader
Total			\$60,952.74		

CITY OF MINNETRISTA

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Batch: Tasc061325,Xcel061825,PR06182025,6-17-25 Bridge,6-20-25

4MP,Tasc062425,063025HP,Xcel062525,Xcel063025,PR07032025,Aflac070725,Medsurety070225,Metlife070225,Tasc070625,070325
PSN,7-7-25 4MP,7.14.25 2025 ST IMP,071425AP,WELLS 8.9 071425

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
73124	07/14/25	LEGEND COMPANIES			
E 101-42110-401		BLDG/STRUCT MAINTEN	\$855.00	126722	Quarterly Maintenance
E 101-42110-401		BLDG/STRUCT MAINTEN	\$747.00	127163	Ac Unit Service
		Total	\$1,602.00		
73125	07/14/25	LELS			
G 101-2360		PAYROLL CLEARING UN	\$949.00	July 2025	PD Union Dues (13x\$73.00)
G 101-2360		PAYROLL CLEARING UN	\$129.32	July 2025	CSO Union Dues (2x\$64.66)
		Total	\$1,078.32		
73126	07/14/25	LOFFLER			
E 101-42110-410		COMPUTER SERVICES/	\$0.00		
E 101-43121-410		COMPUTER SERVICES/	\$0.00		
E 601-49440-410		COMPUTER SERVICES/	\$0.00		
E 602-49490-410		COMPUTER SERVICES/	\$0.00		
E 601-49440-410		COMPUTER SERVICES/	\$881.25	5051850	Support for Utilities
E 101-41320-410		COMPUTER SERVICES/	\$33.00	5054736	Change Domain
E 601-49440-410		COMPUTER SERVICES/	\$763.75	5056890	Computer Set-Up
E 101-41320-410		COMPUTER SERVICES/	\$4,389.12	5059336	VMWare Renewal
E 101-41940-321		TELEPHONE	\$450.00	5065153	Phones
E 101-42110-321		TELEPHONE	\$450.00	5065153	Phones
E 101-43121-321		TELEPHONE	\$419.42	5065153	Phones
E 101-41320-410		COMPUTER SERVICES/	\$2,581.74	5065971	General Support
E 101-42110-410		COMPUTER SERVICES/	\$3,688.20	5065971	General Support
E 101-43121-410		COMPUTER SERVICES/	\$553.23	5065971	General Support
E 601-49440-410		COMPUTER SERVICES/	\$1,198.66	5065971	General Support
E 602-49490-410		COMPUTER SERVICES/	\$1,198.66	5065971	General Support
E 101-41320-410		COMPUTER SERVICES/	\$94.00	5067029	Register Domain
		Total	\$16,701.03		
73127	07/14/25	M/I HOMES OF MPLS			
G 101-2025		DEPOSITS PAYABLE	\$10,000.00	MB21327 R1	Temp Co Return-6772 Bellflower Dr
G 101-2025		DEPOSITS PAYABLE	\$10,000.00	MB21334 R1	Temp Co Return-6749 Bellflower Dr
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB22030 R1	Temp Co Return-6745 Bellflower Dr
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB22044 R1	Temp Co Return-6724 Bellflower Dr
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB22091 R1	Temp Co Return-4605 Carnation Ct
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB22176 R1	Temp Co Return-6652 Violet Way
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB22187 R1	Temp Co Return-6632 Violet Way
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB22188 R1	Temp Co Return-6717 Bellflower Dr
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB22203 R1	Temp Co Return-6672 Violet Way
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB22219 R1	Temp Co Return-6642 Violet Way
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB22235 R1	Temp Co Return-6662 Violet Way
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB22239 R1	Temp Co Return-6682 Violet Way
G 101-2025		DEPOSITS PAYABLE	\$10,000.00	MB23064 R1	Temp Co Return-4681 Lavender Ln
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB23100 R1	Temp Co Return-6622 Violet Way
G 101-2025		DEPOSITS PAYABLE	\$10,000.00	MB23146 R1	Temp Co Return-4705 Lavender Ln
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB23158 R1	Temp Co Return-4680 Lavender Ln
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB23208 R1	Temp Co Return-4672 Lavender Ln
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB23224 R1	Temp Co Return-6602 Violet Way

CITY OF MINNETRISTA

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Batch: Tasc061325,Xcel061825,PR06182025,6-17-25 Bridge,6-20-25

4MP,Tasc062425,063025HP,Xcel062525,Xcel063025,PR07032025,Aflac070725,Medsurety070225,Metlife070225,Tasc070625,070325
PSN,7-7-25 4MP,7.14.25 2025 ST IMP,071425AP,WELLS 8.9 071425

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 101-2025		DEPOSITS PAYABLE	\$5,000.00	MB23251 R1	Temp Co Return-4696 Lavender Ln
		Total	\$115,000.00		
73128	07/14/25	MET COUNCIL			
G 602-2395		SAC CLEARING	\$99.40		Discount charge
G 602-2395		SAC CLEARING	\$9,840.60	June 2025	* Monthly SAC
		Total	\$9,940.00		
73129	07/14/25	Metropolitan Council WW Servic			
E 602-49490-438		EXPENSE MWCC	\$39,678.03	0001190673	* Monthly Sewer
		Total	\$39,678.03		
73130	07/14/25	METERING AND TECHNOLOGY			
E 601-49440-227		UTILITY SYSTEM MAINT	\$10,031.88	INV8334	1" E Series Water Meters
		Total	\$10,031.88		
73131	07/14/25	MID COUNTY			
E 101-42110-212		MOTOR FUELS AND LUB	\$648.61	648.61	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$808.75	808.75	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$601.00	82590	Squad Fuel
E 601-49440-212		MOTOR FUELS AND LUB	\$335.25	82591	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$335.25	82591	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$838.13	82591	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$167.63	82591	Dyed Diesel Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$694.29	82608	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$850.27	850.27	Squad Fuel
		Total	\$5,279.18		
73132	07/14/25	MINNESOTA BATTERY LLC			
E 101-42401-404		VEHICLE & EQUIP MAIN	\$109.75	30680	Battery
		Total	\$109.75		
73133	07/14/25	MORRIES Parts and Service Group			
E 601-49440-404		VEHICLE & EQUIP MAIN	\$2,563.85	609973	Repair of Sewer Service Truck #1
		Total	\$2,563.85		
73134	07/14/25	MOUND TRUE VALUE HARDWARE			
E 101-42110-240		SMALL TOOLS AND MIN	\$8.07	197684	Keys
E 101-42110-240		SMALL TOOLS AND MIN	\$7.45	197894	Keys
E 601-49440-227		UTILITY SYSTEM MAINT	\$19.75	198147	Hardware for SWTP
		Total	\$35.27		
73135	07/14/25	Oak Ridge Kennels			
E 101-42110-319		KENNEL CHARGES	\$120.00		Kennel Charges
E 101-42110-319		KENNEL CHARGES	\$240.00		Kennel Charges
		Total	\$360.00		
73136	07/14/25	OFFICE DEPOT			
E 101-42110-201		OFFICE SUPPLIES	\$81.59	42853963600	Spoons, Tissues, Paper
		Total	\$81.59		

CITY OF MINNETRISTA

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Batch: Tasc061325,Xcel061825,PR06182025,6-17-25 Bridge,6-20-25

4MP,Tasc062425,063025HP,Xcel062525,Xcel063025,PR07032025,Aflac070725,Medsurety070225,Metlife070225,Tasc070625,070325
PSN,7-7-25 4MP,7.14.25 2025 ST IMP,071425AP,WELLS 8.9 071425

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
73137	07/14/25	PERFORMANCE PETROLEUM CO			
E 651-49590-224		STREET MAINTENANCE	\$456.64	E157683	Kerosene for Heater on Vac Trailer
		Total	\$456.64		
73138	07/14/25	PLUNKETTS			
E 601-49440-401		BLDG/STRUCT MAINTEN	\$56.78	9243781	Pest Control
E 601-49440-401		BLDG/STRUCT MAINTEN	\$56.78	9243791	Pest Control
E 601-49440-401		BLDG/STRUCT MAINTEN	\$39.37	9244070	Pest Control
		Total	\$152.93		
73139	07/14/25	Postmaster			
E 602-49490-322		POSTAGE	\$441.56	PI 89	Utliity Postage
E 671-43230-322		POSTAGE	\$147.23	PI 89	Utliity Postage
E 601-49440-322		POSTAGE	\$736.06	PI 89	Utliity Postage
E 651-49590-322		POSTAGE	\$147.23	PI 89	Utliity Postage
		Total	\$1,472.08		
73140	07/14/25	SANDBERG, CHRIS			
E 101-43121-417		UNIFORMS	\$544.90		Boots reimbursement
		Total	\$544.90		
73141	07/14/25	Stericycle, Inc.			
E 101-41320-307		PROFESSIONAL SERVIC	\$177.24	8011266614	Shredding Services
		Total	\$177.24		
73142	07/14/25	SOUTH LAKE MINNETONKA POLICE			
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$450.00		Consulting Service
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$18.75		GTEL Invoice
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$21.88		GTEL Invoice
		Total	\$490.63		
73143	07/14/25	William R Miles Sr.			
E 101-43121-401		BLDG/STRUCT MAINTEN	\$62.50	012816	Keys for PW Shop and Wells
E 601-49440-401		BLDG/STRUCT MAINTEN	\$62.50	012816	Keys for PW Shop and Wells
		Total	\$125.00		
73144	07/14/25	TASC			
E 101-42110-437		MISCELLANEOUS EXPE	\$30.00	IN3491396	FSA Admin Fees
E 101-41320-437		MISCELLANEOUS EXPE	\$38.04	IN3491396	FSA Admin Fees
		Total	\$68.04		
73145	07/14/25	THE MODERN SPORTSMAN			
E 401-43126-560		EQUIP AND FURNISHIN	\$7,934.80	2241	Firearms
		Total	\$7,934.80		
73146	07/14/25	Toll Gas & Welding Supply			
E 101-43121-215		SHOP MATERIALS	\$25.92	0040214691	Torch and Welder Gas Cylinder
		Total	\$25.92		
73147	07/14/25	TWIN CITY GARAGE DOOR CO.			
E 101-43121-401		BLDG/STRUCT MAINTEN	\$1,250.00	418620987	Repair of East Door New PW Building

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Batch: Tasc061325,Xcel061825,PR06182025,6-17-25 Bridge,6-20-25

4MP,Tasc062425,063025HP,Xcel062525,Xcel063025,PR07032025,Aflac070725,Medsurety070225,Metlife070225,Tasc070625,070325
PSN,7-7-25 4MP,7.14.25 2025 ST IMP,071425AP,WELLS 8.9 071425

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,250.00		
73148	07/14/25	VERIZON WIRELESS			
E 101-42110-321		TELEPHONE	\$40.01	6116788838	PD Cell phones
Total			\$40.01		
73149	07/14/25	WASTE MANAGEMENT OF WI-MN			
E 671-43230-384		REFUSE REMOVAL	\$91.58	9305622-228	Organics
Total			\$91.58		
73150	07/14/25	Waste Management			
E 101-45202-401		BLDG/STRUCT MAINTEN	\$243.00	0000865-465	Mulch
Total			\$243.00		
73151	07/14/25	Wm Mueller & Sons Inc.			
E 601-49440-227		UTILITY SYSTEM MAINT	\$1,192.55	312468	Repair of Driveway after curb stop Replacement
Total			\$1,192.55		
73152	07/14/25	WSB & ASSOCIATES			
E 651-49590-303		ENGINEERING SERV	\$621.00	R-013428-00	MS4 Services
G 801-1170		LAND USE RECEIVABLE	\$125.50	R-018539-00	* Woodland Cove 4th Addition
E 433-43122-303		ENGINEERING SERV	\$1,272.45	R-020668-00	2023 Street and utility Reconstruction
E 601-43241-303		ENGINEERING SERV	\$1,197.60	R-020668-00	2023 Street and utility Reconstruction
E 602-49490-303		ENGINEERING SERV	\$24.95	R-020668-00	2023 Street and utility Reconstruction
E 406-43121-303		ENGINEERING SERV	\$29,767.35	R-026511-00	2025 Street Improv Project
E 601-49440-303		ENGINEERING SERV	\$500.00	R-026558-00	General Engineering Svcs
E 602-49490-303		ENGINEERING SERV	\$500.00	R-026558-00	General Engineering Svcs
E 651-49590-303		ENGINEERING SERV	\$500.00	R-026558-00	General Engineering Svcs
E 101-42600-303		ENGINEERING SERV	\$1,250.00	R-026558-00	General Engineering Svcs
E 101-43121-307		PROFESSIONAL SERVIC	\$1,018.50	R-026559-00	Ponds at Hunters Crest
E 651-49590-303		ENGINEERING SERV	\$2,384.50	R-026559-00	Drainage Issue
E 602-49490-303		ENGINEERING SERV	\$125.50	R-026559-00	Drainage Issue
G 801-1170		LAND USE RECEIVABLE	\$146.25	R-026559-00	Drainage Issue
G 801-1170		LAND USE RECEIVABLE	\$1,837.00	R-026766-00	2025 WCA Services
E 406-43121-224		STREET MAINTENANCE	\$4,236.00	R-028526-00	2025 Minnetrista Pavement Mgmt
G 801-1170		LAND USE RECEIVABLE	\$745.75	R-028750-00	* Halstead Bay Estates
E 651-49590-303		ENGINEERING SERV	\$4,268.00	R-028841-00	2025 Pond Surveys
E 406-43121-303		ENGINEERING SERV	\$1,465.75	R-029049-00	2026 Street Improv Project
Total			\$51,986.10		
73153	07/14/25	XCEL ENERGY			
E 101-41940-381		ELECTRIC UTILITIES	\$1,094.14	51-6565407-3	Electricity-City Hall
E 101-43121-381		ELECTRIC UTILITIES	\$441.36	51-6565407-3	Electricity-PW
E 101-43160-381		ELECTRIC UTILITIES	\$41.79	51-6565407-3	Electricity-MNDOT
E 101-45202-401		BLDG/STRUCT MAINTEN	\$13.36	51-6565407-3	Electricity-Hunters Trail
E 101-43121-381		ELECTRIC UTILITIES	\$129.73	51-6565407-3	Public works Electricity
E 602-49490-381		ELECTRIC UTILITIES	\$2,412.66	51-6565409-5	Electricity-Lift Stations
E 601-49440-381		ELECTRIC UTILITIES	\$12,023.50	51-6565410-8	Electricity-Wells and Watertowers
Total			\$16,156.54		
1003338 e	06/16/25	TASC			

CITY OF MINNETRISTA

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Batch: Tasc061325,Xcel061825,PR06182025,6-17-25 Bridge,6-20-25

4MP,Tasc062425,063025HP,Xcel062525,Xcel063025,PR07032025,Aflac070725,Medsurety070225,Metlife070225,Tasc070625,070325
PSN,7-7-25 4MP,7.14.25 2025 ST IMP,071425AP,WELLS 8.9 071425

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 101-2346		PR CLEARING DAYCARE	\$208.33		* Dependent Care
		Total	\$208.33		
1003339 e	06/18/25	XCEL ENERGY			
E 601-49440-381		ELECTRIC UTILITIES	\$2,474.36	51-6565410-8	Electricity-Wells/Watertower
		Total	\$2,474.36		
1003340 e	06/20/25	BRIDGEWATER BANK			
E 101-41320-437		MISCELLANEOUS EXPE	\$164.00	06/17/2025	REMOTE DEPOSIT AND POSITIVE PAY MONTHLY FEE
		Total	\$164.00		
1003341 e	06/23/25	Internal Revenue Service			
G 101-2300		PAYROLL CLEARING FE	\$16,006.71		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FIC	\$16,340.16		* PR - SS/Medicare w/h
		Total	\$32,346.87		
1003342 e	06/23/25	MINNESOTA DEPT. OF REV.			
G 101-2310		PAYROLL CLEARING ST	\$7,610.73		* State w/h
		Total	\$7,610.73		
1003343 e	06/23/25	Public Employees Retirement			
G 101-2330		PAYROLL CLEARING PE	\$32,698.39		* Pera w/h
		Total	\$32,698.39		
1003344 e	06/23/25	EDWARD JONES			
G 101-2370		PAYROLL CLEARING DE	\$3,401.24		* Deferred Comp w/h
		Total	\$3,401.24		
1003345 e	06/23/25	ICMA			
G 101-2370		PAYROLL CLEARING DE	\$290.00		* Roth IRA Contributions
G 101-2370		PAYROLL CLEARING DE	\$100.00		* Roth IRA Contributions
		Total	\$390.00		
1003346 e	06/23/25	Optum			
G 101-2347		HSA CLEARING ACCT	\$6,609.39		HSA Employer and Employee Cont
		Total	\$6,609.39		
1003347 e	06/24/25	Four M Fund			
G 101-1040		INVESTMENTS	\$2,300,000.00	6/20/2025	TRANSFER FROM CHECKING TO INVESTMENT 4M FUND
		Total	\$2,300,000.00		
1003348 e	06/25/25	TASC			
G 101-2346		PR CLEARING DAYCARE	\$208.33		* Dependent Care
		Total	\$208.33		
1003349 e	06/27/25	XCEL ENERGY			
E 101-42110-381		ELECTRIC UTILITIES	\$2,696.36	51-9597547-2	Electricity-Police
		Total	\$2,696.36		
1003350 e	06/30/25	XCEL ENERGY			
E 602-49490-381		ELECTRIC UTILITIES	\$3,159.14	51-6565409-5	Electricity-Lift Stations

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4MP,Tasc062425,063025HP,Xcel062525,Xcel063025,PR07032025,Aflac070725,Medsurety070225,Metlife070225,Tasc070625,070325
PSN,7-7-25 4MP,7.14.25 2025 ST IMP,071425AP,WELLS 8.9 071425

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$3,159.14		
1003351 e	07/07/25	EDWARD JONES			
G 101-2370		PAYROLL CLEARING DE	\$3,402.51		* Deferred Comp w/h
Total			\$3,402.51		
1003352 e	07/07/25	Public Employees Retirement			
G 101-2330		PAYROLL CLEARING PE	\$33,823.05		* Pera w/h
Total			\$33,823.05		
1003353 e	07/07/25	Optum			
G 101-2347		HSA CLEARING ACCT	\$6,151.87		HSA Employer and Employee Cont
Total			\$6,151.87		
1003354 e	07/07/25	ICMA			
G 101-2370		PAYROLL CLEARING DE	\$290.00		* Roth IRA Contributions
G 101-2370		PAYROLL CLEARING DE	\$100.00		Deferred Comp Contributions
Total			\$390.00		
1003355 e	07/07/25	HCSP			
G 101-2370		PAYROLL CLEARING DE	\$275.00		* MSRS Retirement
G 101-2370		PAYROLL CLEARING DE	\$275.00		* MSRS Retirement
Total			\$550.00		
1003356 e	07/07/25	Internal Revenue Service			
G 101-2300		PAYROLL CLEARING FE	\$18,216.51		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FIC	\$17,834.24		* PR - SS/Medicare w/h
Total			\$36,050.75		
1003357 e	07/07/25	MINNESOTA DEPT. OF REV.			
G 101-2310		PAYROLL CLEARING ST	\$8,414.73		* State w/h
Total			\$8,414.73		
1003358 e	07/07/25	AFLAC			
G 101-2348		AFLAC INS	\$48.46	359580	* Supplemental Insurance
Total			\$48.46		
1003359 e	07/07/25	MEDSURETY, LLC			
E 101-41320-437		MISCELLANEOUS EXPE	\$30.00	42471	Cobra Administration
Total			\$30.00		
1003360 e	07/07/25	TASC			
G 101-2345		PR CLEARING HEALTH F	\$157.43		Healthcare FSA
Total			\$157.43		
1003361 e	07/08/25	PSN			
E 601-49440-307		PROFESSIONAL SERVIC	\$150.60	7/3/2025	MONTHLY ONLINE PAYMENT FEES JUNE 2025
E 602-49490-307		PROFESSIONAL SERVIC	\$150.60	7/3/2025	MONTHLY ONLINE PAYMENT FEES JUNE 2025
E 651-49590-307		PROFESSIONAL SERVIC	\$100.40	7/3/2025	MONTHLY ONLINE PAYMENT FEES JUNE 2025
E 671-43230-307		PROFESSIONAL SERVIC	\$100.39	7/3/2025	MONTHLY ONLINE PAYMENT FEES JUNE 2025
Total			\$501.99		

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Batch: Tasc061325,Xcel061825,PR06182025,6-17-25 Bridge,6-20-25

4MP,Tasc062425,063025HP,Xcel062525,Xcel063025,PR07032025,Aflac070725,Medsurety070225,Metlife070225,Tasc070625,070325
PSN,7-7-25 4MP,7.14.25 2025 ST IMP,071425AP,WELLS 8.9 071425

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1003362 e	07/08/25	Four M Fund			
G 101-1040		INVESTMENTS	\$1,200,000.00	7/7/25	TRANSFER FROM CHECKING TO INVESTMENT 4M FUND
		Total	\$1,200,000.00		
1003363 e	07/08/25	ASPHALT SURFACE TECH CORP			
E 406-43121-530		IMPROVEMENTS	\$321,800.22		PAY VOUCHER 2-2025 STREET IMPROVEMT PROJECT
		Total	\$321,800.22		
1003364 e	07/08/25	TRAUT Companies			
E 601-43241-530		IMPROVEMENTS	\$208,000.60	JOB#901579	MINNETRISTA WELL 8 & 9-APPLICATION #6
		Total	\$208,000.60		
		1010	\$5,081,093.15		

Fund Summary

1010 1ST BK OF THE LAKES

101 GENERAL FUND	\$3,912,956.92
401 CAPITAL IMPROVEMENT PROGRAM	\$22,792.30
406 ROAD MAINTENANCE FUND	\$357,524.49
433 2023 STREET PROJECTS	\$1,272.45
501 CIP EQUIPMENT CERTIFICATES	\$1,250.00
601 WATER FUND	\$574,117.32
602 SEWER FUND	\$103,849.07
651 STORM WATER MGMT FUND	\$83,385.32
671 RECYCLING FUND	\$20,904.78
801 LANDUSE AGENCY	\$3,040.50
	\$5,081,093.15

CITY OF MINNETRISTA



CITY COUNCIL CONSENT AGENDA ITEM

Subject: Application from Tanner Walker for a front yard setback at 7610 County Road 15.

Prepared By: Nickolas Olson, Senior City Planner

Through: David Abel, Community Development Director

Meeting Date: July 14, 2025

Overview: Tanner Walker (the “Applicant”) has made a request for a front yard setback variance to reduce the required setback from 60 feet to 35.7 feet for the construction of a detached accessory structure at 7610 County Road 15; A – Agriculture Zoning District; PID# 09-117-24-34-0001 (the “Property”).

Background: The Applicant contacted the City regarding their desire to construct a detached accessory building on their Property. Given the size of their property, there aren’t many options for locations of a detached structure. Staff discussed the setbacks with the Applicant and walked through various options, including attaching it to the primary structure. The Applicant considered all the options, but after long consideration determined the proposed location made the most sense for the Property given various circumstances. As such, the Applicant knew a variance would be required and has appropriately applied for said variance and the application materials have been attached for the City Council to review. The City Council should consider the standard variance criteria when reviewing the request and making a motion.

Variance Request: City Code Section 505.05 Subd. 9 allows the City to issue variances from the provisions of the zoning code. A variance is a modification or variation of the provisions of the zoning code as applied to a specific piece of. A variance is only permitted when:

- a. **The variance is in harmony with the general purposes and intent of this ordinance.**
Section 505.03 Subd. 1 outlines the specific purpose and intent of the City’s zoning ordinance. One of those purpose and intent is to protect the general health and safety of the inhabitants of the City. This is accomplished through the promotion of proper use of land and structures with reasonable standards to which buildings, structures, and land will conform to for the benefit of all.

The proposed detached accessory structure is a proper use of Agriculture zoned property. The proposed setback maintains a reasonable setback from County Road

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15 and is located in an area that is screened by a tree line, which will lessen the impact on the inhabitants of the City.

b. The variance is consistent with the comprehensive plan.

The basic intent of the comprehensive planning process is to provide a well-founded and coordinated decision-making framework to guide both public and private development and community improvements. In this regard, the comprehensive plan represents the development framework to guide and direct future land development decisions within the City. The Land Use Plan is a narrative and graphic representation of the community’s land use and growth management goals and policies that provides the background and rationale for land use designations as represented on the Proposed Land Use Map.

The Property is guided for long term Rural land use in the 2040 Minnetrista Comprehensive Plan. The requested variance would allow for a detached accessory structure, which is a use consistent with the long-term plan for the Property. In addition to simply complying with the Proposed Land Use Map, the proposed addition does not add additional hardcover and preserves mature tree growth, which minimizes the impact on the environment and adjacent properties.

A variance may be granted when the applicant establishes there are practical difficulties in complying with this ordinance. Practical difficulties, as used in connection with granting a variance, means:

1. The property owner proposes to use the property in a reasonable manner not permitted by this ordinance.

This factor means that the landowner would like to use the property in a particular reasonable way, but cannot do so under the rules of the ordinance. It does not mean that the land cannot be put to any reasonable use whatsoever without the variance.

The Applicant is proposing a detached accessory structure, which is a reasonable use of the Property. The location of the detached accessory structure is reasonable given its flat area of the Property that is part of the gravel driveway, so its already an impervious surface. The location is also screened by a line of vegetation and trees that protect the view from adjacent properties and the road.

2. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

The uniqueness generally relates to the physical characteristics of the particular piece of property, that is, to the land and not personal characteristics or preferences of the landowner. When considering the variance for a building to encroach or intrude into a setback, the focus of this factor is whether there is anything physically unique about the particular piece of property.

The Property is an existing non-conforming lot of record. This limits the Applicant’s options when compared to a standard lot in the same zoning district.

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The Property also slopes from north to south, which makes pushing the accessory structure back away from the road more intrusive. The proposed location also takes into consideration the location of existing mature trees and aims to protect them from impacts. The private septic system also takes up a portion of the rear yard where the building otherwise could've been located.

3. The variance would not alter the essential character of the locality.

Under this factor, consider whether the resulting structure will be out of scale, out of place, or otherwise inconsistent with the surrounding area.

The proposed detached accessory structure won't be out of place because many properties in the area and zoning district have the same or similar buildings. The size of the proposed structure is also similar or in some cases smaller than those in the area.

Neighborhood Comments: Notices were sent out to all property owners within 500 feet of the subject property. To date, staff has not received any written comment or spoke to anyone regarding the request as a result of sending the public notice.

Planning Commission Recommendation: The Planning Commission reviewed the Applicant's request at their June 23, 2025 meeting. At that meeting, the required public hearing was held and no one besides the Applicant was present to speak. After hearing no testimony at the public hearing and reviewing the Applicant's request amongst themselves, a motion was made by Taylor and seconded by Hussain to recommend approval of the requested setback variance. Motion passed 6-0. Absent: Livermore, Gangestad, and Rognli.

Conclusion: The City Council should review the staff report and the recommendation of the Planning Commission. After review, the City Council should consider the entire record before it prior to making a motion. Along with making a motion, findings of fact should be established which support the motion. Findings of fact based on the information submitted by the Applicant may be as follows:

1. The requested variance is in harmony with the purpose and intent of the City's zoning ordinances because the Applicant is proposing a detached accessory structure, which is a reasonable use of the Property. The location of the detached accessory structure is reasonable given its flat area of the Property that is part of the gravel driveway, so its already an impervious surface. The location is also screened by a line of vegetation and trees that protect the view from adjacent properties and the road;
2. The requested variance is consistent with the City's comprehensive plan because the Property is guided for long term Rural land use in the 2040 Minnetrista Comprehensive Plan. The requested variance would allow for a detached accessory structure, which is a use consistent with the long-term plan for the Property. In addition to simply complying with the Proposed Land Use Map, the proposed addition does not add additional hardcover and preserves mature tree growth, which minimizes the impact on the environment and adjacent properties;

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3. The Applicant proposes to use the Property in a reasonable manner because the Applicant is proposing a detached accessory structure, which is a reasonable use of the Property. The location of the detached accessory structure is reasonable given its flat area of the Property that is part of the gravel driveway, so its already an impervious surface. The location is also screened by a line of vegetation and trees that protect the view from adjacent properties and the road;
4. The requested variance is the result of unique circumstances not created by the landowner because the Property is an existing non-conforming lot of record. This limits the Applicant's options when compared to a standard lot in the same zoning district. The Property also slopes from north to south, which makes pushing the accessory structure back away from the road more intrusive. The proposed location also takes into consideration the location of existing mature trees and aims to protect them from impacts. The private septic system also takes up a portion of the rear yard where the building otherwise could've been located; and
5. The requested variance will not alter the character of the locality because the proposed detached accessory structure won't be out of place because many properties in the area and zoning district have the same or similar buildings. The size of the proposed structure is also similar or in some cases smaller than those in the area.

Recommended Action: Motion to adopt a resolution approving the requested front yard setback variance at 7610 County Road 15 based on certain findings of fact outlined in the staff report and subject to the following conditions:

1. Any required grading shall maintain existing drainage patterns or improve the existing drainage of the lot and adjacent lots;
2. The Applicant shall obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction over the Property prior to any construction;
3. The Applicant is responsible for all fees incurred by the City in review of this application; and
4. The variance approval is valid for one year from the date of approval and will become void and expire unless a building permit has been issued for the site.

Attachments:

1. Location Map
2. Applicant's Narrative
3. Proposed Survey
4. Proposed Plans
5. Res. No. 64-25 Approve Setback Variance at 7610 County Road 15

Mission Statement:

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7610 County Road 15



-  City Boundary
-  Address Labels
-  Parcels

1 in = 100 Ft



Written Statements for Setback Variance Request

a. List of Property Owners/Applicants

- **Property Owner:** Tanner Walker

b. Site Data

- **Legal Description:** Lot 6, Parcel ID# 09-117-24-34-0001
- **Current Zoning:** Agriculture

c. Minnetrista City Code Provision for Variance

I am seeking a variance from **Minnetrista City Code Section 505.15** regarding **front setback requirements**, which currently require a **60 ft setback** from the road. I am requesting a variance to allow for a **35-40 ft setback** instead, as shown in the attached land survey.

d. Proposal Description and Deviation from City Code

The proposed variance seeks to allow construction of a detached garage **35-40 feet from the road**, instead of the **60 ft setback requirement**. This request is based on the natural conditions of the land, as meeting the full setback would require unnecessary tree removal, increased impervious surface, and a reduction in the functional use of the property.

e. Pre-Application Discussions

I have had email and phone discussions with **Nickolas Olson**, where we explored alternative locations for the garage, including attaching it to the home. However, these alternatives were found to be impractical and undesirable due to site constraints and aesthetic concerns.

f. Harmony with Minnetrista City Code and Comprehensive Plan

The proposal aligns with the **general intent of Minnetrista City Code** and the **Comprehensive Plan** by:

- Preserving the natural landscape and minimizing environmental impact.
- Maintaining the aesthetic character of the neighborhood.
- Ensuring practical and functional use of the land without negatively impacting adjacent properties.

g. Practical Difficulties in Complying with City Code

1. **Reasonable Use:** The proposed placement is a reasonable use of the property and does not create an undue burden on the surrounding area.

2. **Unique Circumstances:** The hardship stems from **existing site conditions**, including tree coverage and topography, which make the required **60 ft setback impractical**. This situation was not created by me as the landowner.
3. **Character of the Locality:** Granting this variance will **not alter the essential character** of the locality, as it remains consistent with surrounding properties and will not disrupt the visual or functional aspects of the neighborhood.

h. Financial Justification

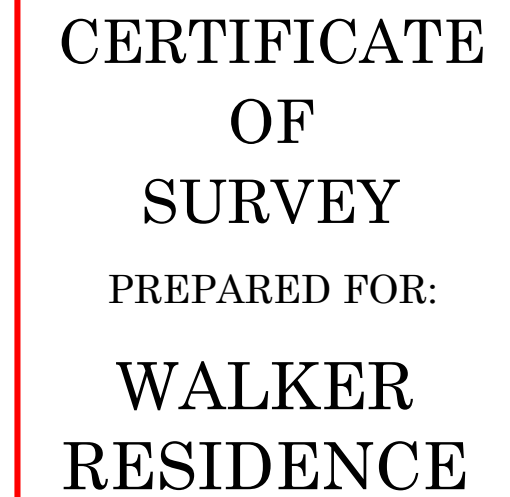
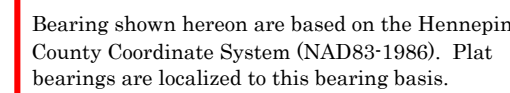
The requested variance **is not for financial gain or increased property value**. It is purely to maintain the **natural landscape, minimize environmental impact, and support the best functional use of the land**.

i. Impact on Neighborhood & Public Interest

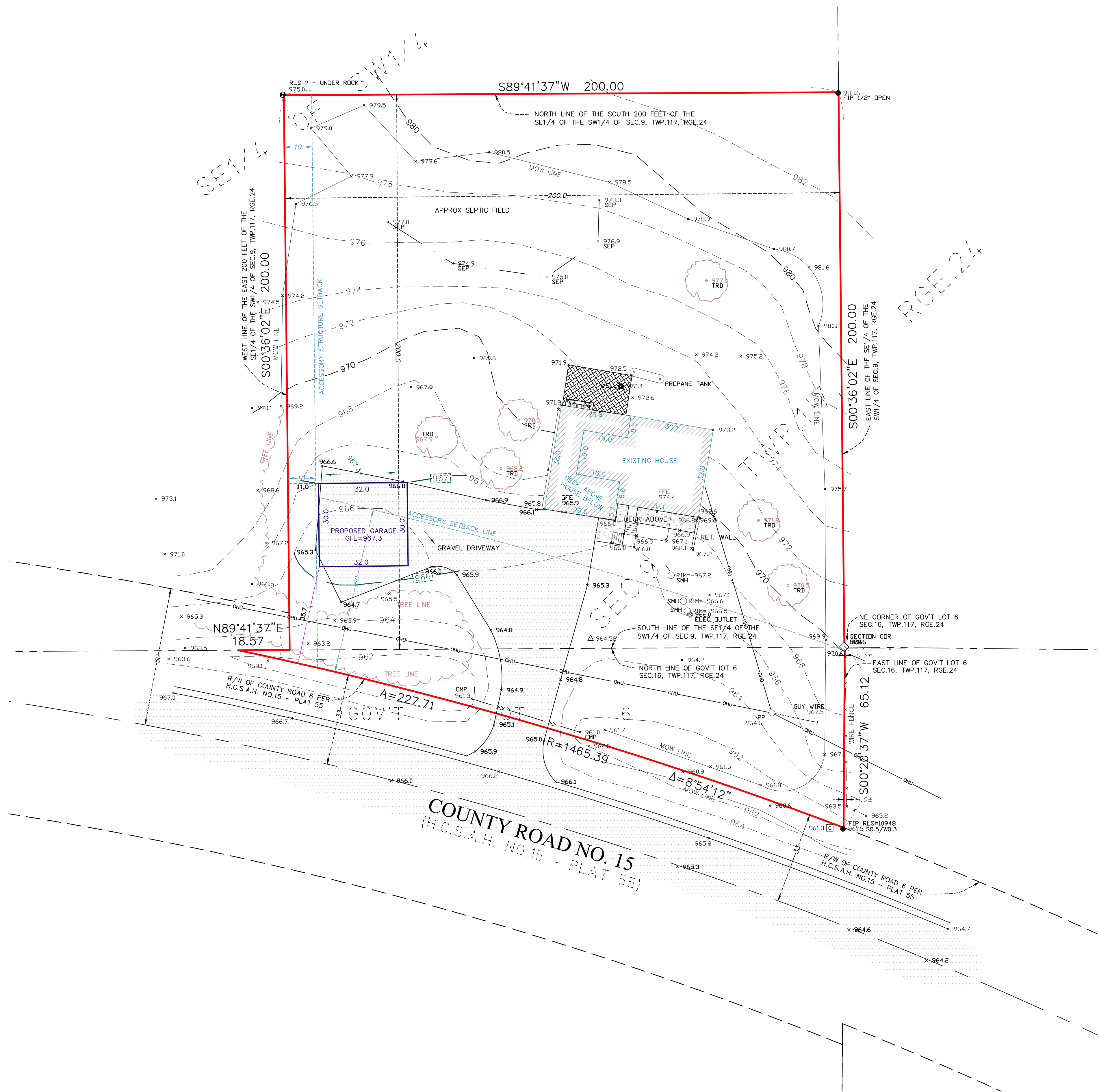
Granting this variance will **not**:

1. **Adversely affect** the health or safety of residents.
2. **Impair access to light or air** for adjacent properties.
3. **Be injurious** to neighboring property values or improvements.
4. **Increase traffic congestion** or create hazards.
5. **Endanger public safety** in any way.
6. **Diminish neighborhood property values** or negatively impact the community.

The variance request **prioritizes environmental preservation, functional land use, and aesthetic consistency** while posing no negative effects on surrounding properties or public interests.



LEGAL DISTRIBUTION
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Date: 5/08/2025 - 3:43 PM

Design Name: tanner

Design ID: 326853228106

Estimated Price: \$22,471.40

*Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.

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GARAGE

How to recall and purchase your design at home:



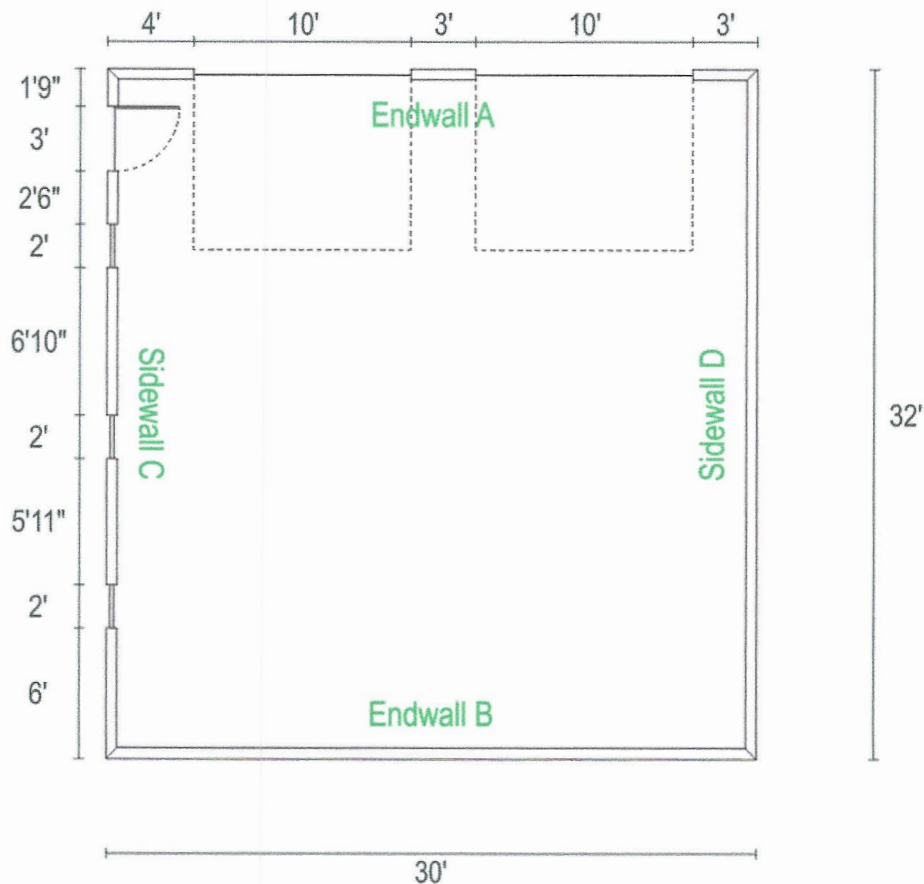
OR

1. On Menards.com, enter "Design & Buy" in the search bar
2. Select the Garage Designer
3. Recall your design by entering Design ID: 326853228106
4. Follow the on-screen purchasing instructions

How to purchase your design at the store:

1. Enter Design ID: 326853228106 at the Design-It Center Kiosk in the Building Materials Department
2. Follow the on-screen purchasing instructions

Garage Image



For other design systems search "Design & Buy" on Menards.com

Page 1 of 11

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MENARDS

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Section 4, Item e)

Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing and delivery are also NOT included in estimated price. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions.

MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully.

MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS. THE PLANS AND/OR DESIGNS PROVIDED ARE NOT ENGINEERED. LOCAL CODE OR ZONING REGULATIONS MAY REQUIRE SUCH STRUCTURES TO BE PROFESSIONALLY ENGINEERED AND CERTIFIED PRIOR TO CONSTRUCTION.

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Page 2 of 11

Date: 5/08/2025 - 3:43 PM**Design Name: tanner****Design ID: 326853228106****Estimated Price: \$22,471.40****Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.***MENARDS®**

Section 4, Item e)

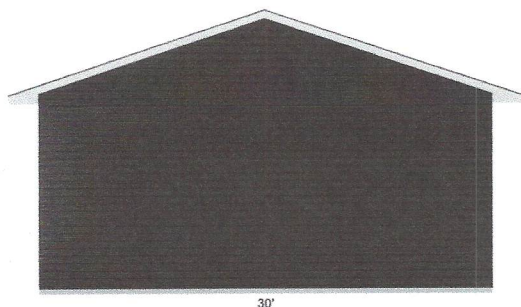
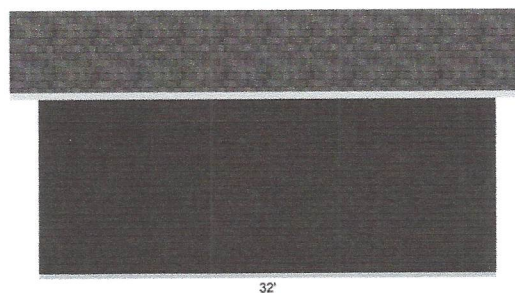
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GARAGE

Dimensions

Wall Configurations

*Some items like wainscot, gutter, gable accents, are not displayed if selected.

**ENDWALL B****SIDEWALL D**

Date: 5/08/2025 - 3:43 PM

Design Name: tanner

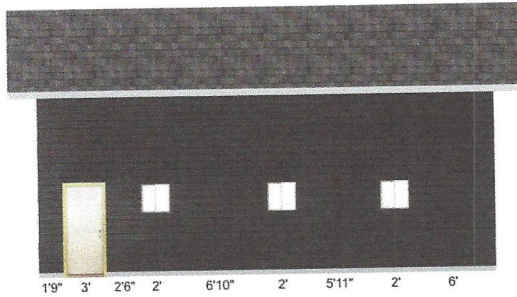
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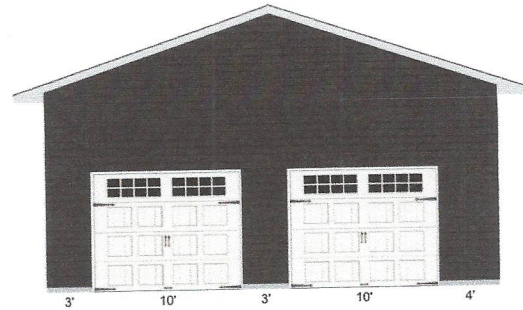
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GARAGE



SIDEWALL C

Mastercraft® 36W x 80H Primed Steel 6-Panel
 24"W x 24"H Jeld-Wen® Slider Window with Nailing Flange
 24"W x 24"H Jeld-Wen® Slider Window with Nailing Flange
 24"W x 24"H Jeld-Wen® Slider Window with Nailing Flange



ENDWALL A

10X8 White Designer Panel SQ24 Window EZ Set Torsion Spring (R-Value 12.9)
 10X8 White Designer Panel SQ24 Window EZ Set Torsion Spring (R-Value 12.9)

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Materials

Building Type

Building Location Zip Code: 55364
Building Type: Gable

Building Info

Building Width: 30'
Building Length: 32'
Building Height: 12' (studs must be cut to length)
Wall Framing Stud: 2 x 6
Roof Framing: Truss Construction (Sealed truss designs available on request)
Truss Type: Common (24" on center spacing)
Roof Pitch: 4/12 Pitch
Gable Overhang: 24"
Eave Overhang: 24"
Curb: Poured Curb
Curb Height: 4"
Foundation Type: Poured
Building Plan: Yes I need a Building Plan

Wall Info

Siding Material Types: LP Engineered Wood
LP Engineered Wood Siding: Sherwin-Williams Prefinished 3/8 x 6 x 16' Textured Lap Siding(15 Yr Paint Warranty), Color: Carbon Black
Engineered Wood Corner Trim Color: Carbon Black
Accent Material Type: None
Wainscot Material Type: None
Wall Sheathing: 7/16 x 4 x 8 OSB(Oriented Strand Board)
House Wrap: Kimberly-Clark BLOCK-IT®9'x75'House Wrap
Gable Vents: None

Roof Info

Roof Sheathing: 1/2 x 4 x 8 OSB(Oriented Strand Board)

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Roofing Material Type:

Architectural Roofing:

Roof Underlayment:

Ice and Water Barrier:

Fascia Material Type:

Fascia:

Soffit Material Type:

Soffit:

Gutter Material Type:

Ridge Vent:

Roof Vents:

Architectural Shingle

Owens Corning® TruDefinition® Duration® Limited Lifetime
Warranty Architectural Shingles (32.8 sq. ft.), Color: Estate
GrayOwens Corning® ProArmor® Synthetic Roofing
Underlayment 42" x 286' (1,000 sq. ft.)Owens Corning® WeatherLock® G 3' x 66.7' Granulated Self-
Sealing Ice and Water Barrier (200 sq. ft.)

Textured Aluminum Fascia

6" x 12' Aluminum Rustic Fascia, Color: White

Aluminum Soffit

16" x 12' Aluminum Vented Soffit, Color: White

None

None

None

Openings

Service Door:

Overhead Door:

Additional Information:

Overhead Door:

Additional Information:

Overhead Door Trim Type:

Vinyl Trim Color:

Windows:

Windows:

Windows:

Mastercraft® 36W x 80H Primed Steel 6-Panel

10X8 White Designer Panel SQ24 Window EZ Set Torsion
Spring (R-Value 12.9)

MR1SU EZ Set Torsion Spring

10X8 White Designer Panel SQ24 Window EZ Set Torsion
Spring (R-Value 12.9)

MR1SU EZ Set Torsion Spring

Vinyl

White

24"W x 24"H Jeld-Wen® Slider Window with Nailing Flange

24"W x 24"H Jeld-Wen® Slider Window with Nailing Flange

24"W x 24"H Jeld-Wen® Slider Window with Nailing Flange

Additional Options

Ceiling Insulation:

Wall Insulation:

None

None

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Date: 5/08/2025 - 3:43 PM
Design Name: tanner
Design ID: 326853228106
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Ceiling Finish:	None
Wall Finish:	None
Mounting Blocks:	No
Hydronic Radiant Heat:	No
Anchor bolt:	Grip Fast® 1/2 x 10 HDG Anchor Bolt w/ Nut & Washer
Framing Fasteners:	Grip Fast® 3-1/4 16D Vinyl-Coated Smooth Shank Sinker Nail - 5 lb. Box
Sheathing Fasteners:	Grip Fast® 2-1/2 8D Vinyl-Coated Smooth Shank Sinker Nail - 5 lb. Box
Roofing/Shingle Fasteners:	Grip Fast® 1-1/4 Electro-Galvanized Coil Roofing Nails - 7,200 Count
Truss Fastener:	FastenMaster® TimberLOK® 5/16 x 6 Hex Drive Black Hex Head Timber Screw - 50 Count
Overhead Opening Hardware:	No

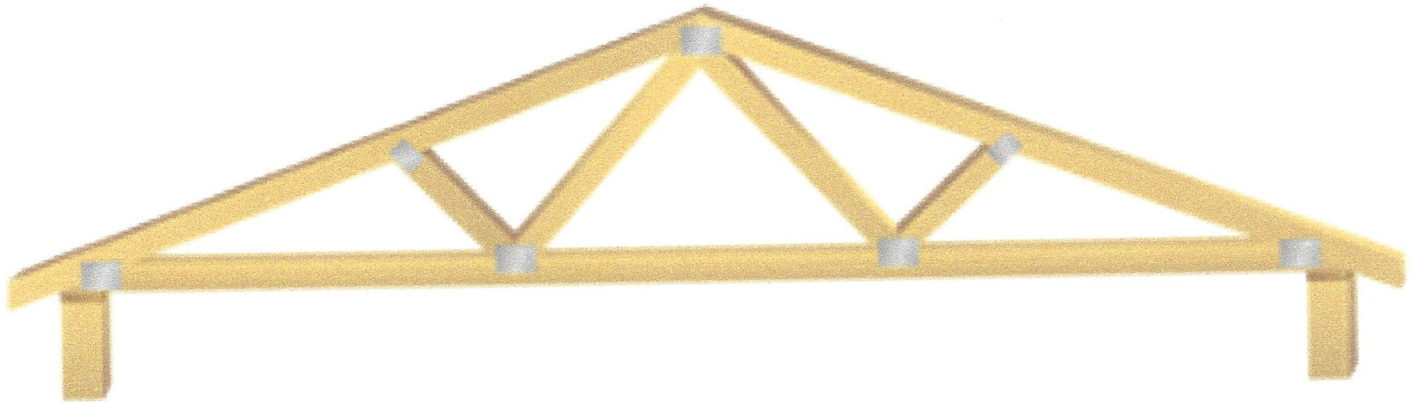
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GARAGE

Helpful Hints for Garage Construction

- Studs are estimated 16 inches on center with single treated bottom plate and double top plate.
- For 10- and 12-foot-tall buildings studs should be cut for an approximate 10- or 12-foot plate height.
- If steel is estimated (Pro-Rib or Pro-Snap), the steel lengths should be verified based off the actual framing. Plate height (stud length), truss heel and other framing should be confirmed. Steel is estimated to the inch, make sure the lengths are accurate based on final overall building design.
- Trusses included are estimated at 2 feet on center spacing. The design is based on the zip code provided, design and loading should be verified.
- Trusses should not be cut or modified with the exception of trimming the truss tails to the correct overhang.
- The bottom chord is designed to support standard ceiling and insulation materials.
- Dropped end trusses are estimated with 18 inch and 24 inch gable overhangs.



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Date: 5/08/2025 - 3:43 PM**Design Name: tanner****Design ID: 326853228106****Estimated Price: \$22,471.40****Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

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GARAGE

Menards Building Checklist Planning

- Get a permit. Check restrictions, building codes or local zoning to make sure your design complies with all requirements.
- Contact local utilities to ensure construction will not disturb any electrical, cable or plumbing.
- If necessary, hire a professional to help with planning and construction.
- Consider site conditions including soil type, grade, and runoff before finalizing your design.
- Material estimates are calculated based on approximate plate heights of 97", 109", 121" and 145".
- STEEL LENGTHS if selected should be verified prior to purchase.
- Menards offers professional delivery of materials. Delivery is extra based on the distance from your local Menards store to your building site.
- Practice good safety habits, use PPE including eye protection & dust masks during construction.
- Make sure to follow good building practice and all manufacturer's instructions. Use all the hardware and fasteners recommended.

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Date: 5/08/2025 - 3:43 PM

Design Name: tanner

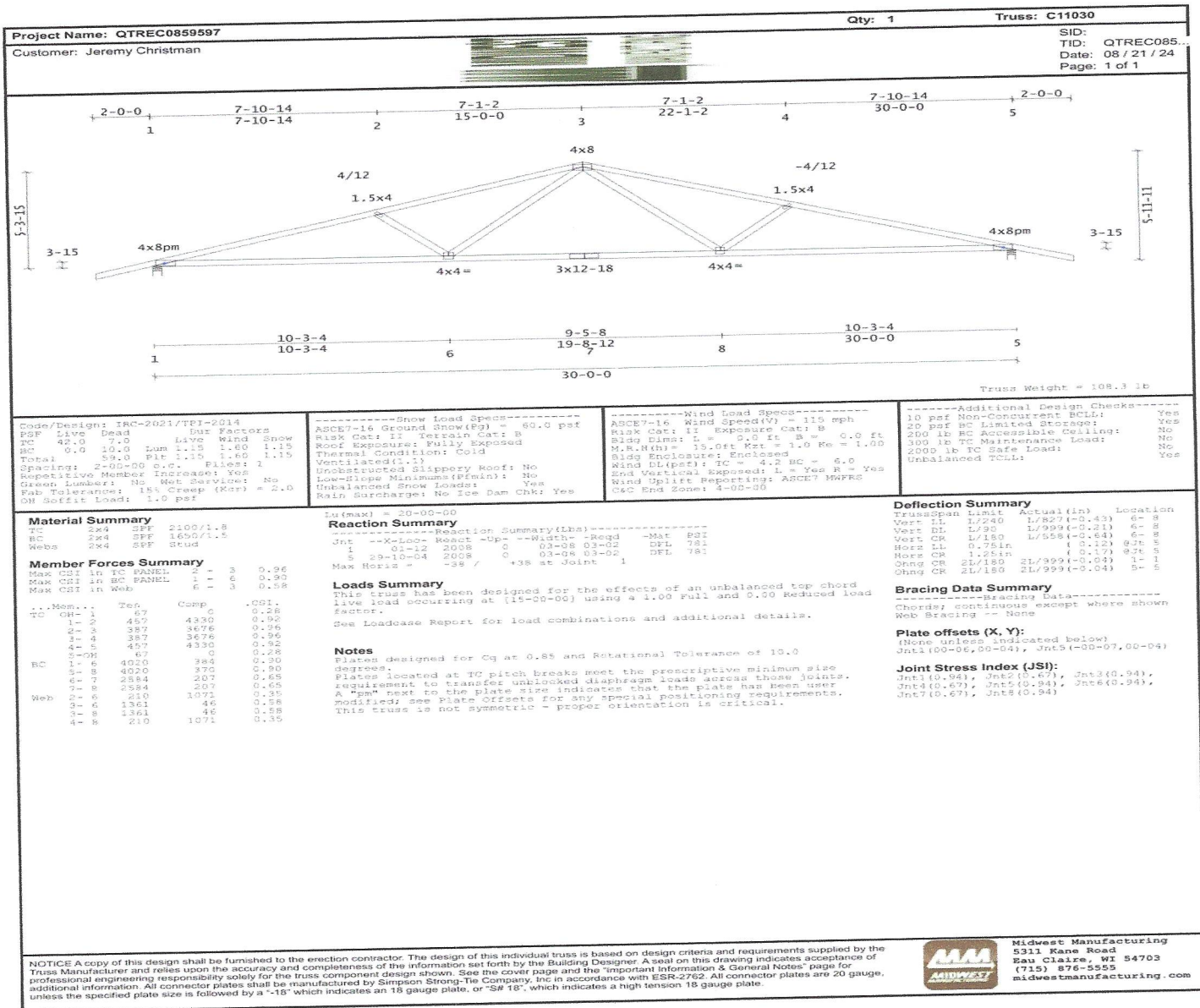
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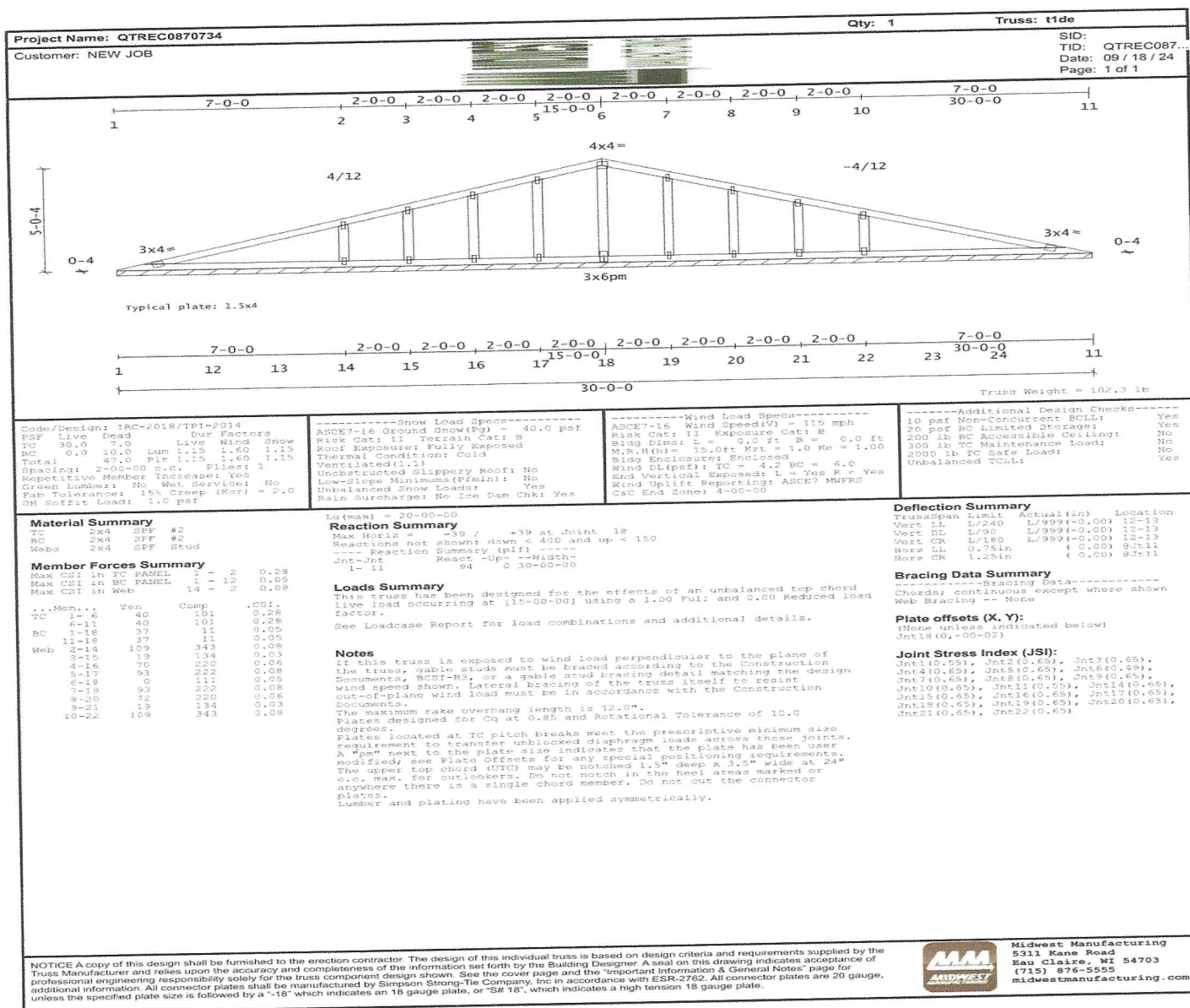
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GARAGE



RESOLUTION NO. 64-25

CITY OF MINNETRISTA

RESOLUTION APPROVING A FRONT YARD SETBACK VARIANCE FOR TANNER WALKER FOR THE CONSTRUCTION OF A DETACHED GARAGE AT 7610 COUNTY ROAD 15

WHEREAS, the City of Minnetrista (the “City”) is a municipal corporation, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City Council of the City of Minnetrista has adopted zoning and subdivision regulations, per Chapter 5 of the Municipal Code, to promote the orderly, economic and safe development and utilization of land within the city; and

WHEREAS, Tanner Walker (the “Applicant”) has made an application for a front yard setback variance to reduce the required setback from 60 feet to 35.7 feet for the construction of a detached garage at 7610 County Road 15 (the “Property”) and which is legally described on Exhibit A attached hereto; and

WHEREAS, on June 23, 2025, the Minnetrista Planning Commission considered the requested front yard setback variance, held a public hearing and, after consideration of the entire record before it, voted 6-0 in favor of recommending approval of the requested setback variance; and

WHEREAS, the Minnetrista City Council has reviewed the application, as submitted, and has made the following findings of fact:

1. The requested variance is in harmony with the purpose and intent of the City’s zoning ordinances because the Applicant is proposing a detached accessory structure, which is a reasonable use of the Property. The location of the detached accessory structure is reasonable given its flat area of the Property that is part of the gravel driveway, so its already an impervious surface. The location is also screened by a line of vegetation and trees that protect the view from adjacent properties and the road;
2. The requested variance is consistent with the City’s comprehensive plan because the Property is guided for long term Rural land use in the 2040 Minnetrista Comprehensive Plan. The requested variance would allow for a detached accessory structure, which is a use consistent with the long-term plan for the Property. In addition to simply complying with the Proposed Land Use Map, the proposed addition does not add additional hardcover and preserves mature tree growth, which minimizes the impact on the environment and adjacent properties;
3. The Applicant proposes to use the Property in a reasonable manner because the Applicant is proposing a detached accessory structure, which is a reasonable use of the Property. The location of the detached accessory structure is reasonable given its flat area of the Property that is part of the gravel driveway, so its already an impervious surface. The location is

also screened by a line of vegetation and trees that protect the view from adjacent properties and the road;

- 4. The requested variance is the result of unique circumstances not created by the landowner because the Property is an existing non-conforming lot of record. This limits the Applicant's options when compared to a standard lot in the same zoning district. The Property also slopes from north to south, which makes pushing the accessory structure back away from the road more intrusive. The proposed location also takes into consideration the location of existing mature trees and aims to protect them from impacts. The private septic system also takes up a portion of the rear yard where the building otherwise could've been located; and
- 5. The requested variance will not alter the character of the locality because the proposed detached accessory structure won't be out of place because many properties in the area and zoning district have the same or similar buildings. The size of the proposed structure is also similar or in some cases smaller than those in the area.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Minnetrista hereby approves the requested front yard setback variance for the construction of a detached garage at the property generally located at 7610 County Road 15, subject to the following conditions:

- 1. Any required grading shall maintain existing drainage patterns or improve the existing drainage of the lot and adjacent lots;
- 2. The Applicant shall obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction over the Property prior to any construction;
- 3. The Applicant is responsible for all fees incurred by the City in review of this application; and
- 4. The variance approval is valid for one year from the date of approval and will become void and expire unless a building permit has been issued for the site.

This resolution was adopted by the City Council of the City of Minnetrista on the 14th day of July, 2025 by a vote of ___ Ayes and ___ Nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

EXHIBIT A**Legal Description of 7610 County Road 15:**

(Per Warranty Deed Document No. A10739776)

Parcel 1: South 200 feet of the east 200 feet of the Southeast 1/4 of the Southwest 1/4, Section 9, Township 117, Range 24. Together with and easement for driveway purposes over the South 33 feet of the West 350 feet of the East 550 feet of the Southeast 1/4 of the Southwest 1/4 of Section 9, Township 117, Range 24, and

Parcel 2: That part of Government Lot 6, Section 16, Township 117, Range 24 described as follows: Commencing at the Northeast corner of said Government Lot 6; thence South 61 feet to the North line of county road; thence Northwesterly along the North line of said county road, to the North line of Government Lot 6, thence East along the North line of Government Lot 6, 262 feet to the point of beginning.

Abstract Property.

CITY OF MINNETRISTA



CITY COUNCIL CONSENT AGENDA ITEM

Subject: Application from John & Lisa Ley for a front yard setback variance at 5962 Hardscrabble Circle.

Prepared By: Nickolas Olson, Senior City Planner

Through: David Abel, Community Development Director

Meeting Date: July 14, 2025

Overview: John & Lisa Ley (the “Applicants”) have made a request for a front yard setback variance to reduce the required setback from 50 feet to 16.8 feet for the construction of a detached accessory structure at 5962 Hardscrabble Circle; R-1 – Low-Density Single-Family Residence Zoning District; PID# 26-117-24-13-0011 (the “Property”).

Background: A contractor on behalf of the Applicants reached out to the City to discuss a possible project at the Property. The project discussed included the remodel and possible replacement of an existing detached garage on the Property. When discussing the project, staff outlined the setback and hardcover requirements for the contractor to consider. It was noted that the location of the existing garage does not meet the current setback requirements. Because of this, the project became very limited and would not be able to meet the Applicants needs without expansion. As such, the Applicants knew a variance would be required and have appropriately applied for said variance and the application materials have been attached for the City Council to review. The City Council should consider the standard variance criteria when reviewing the request and making a motion.

Variance Request: City Code Section 505.05 Subd. 9 allows the City to issue variances from the provisions of the zoning code. A variance is a modification or variation of the provisions of the zoning code as applied to a specific piece of. A variance is only permitted when:

- a. **The variance is in harmony with the general purposes and intent of this ordinance.**
Section 505.03 Subd. 1 outlines the specific purpose and intent of the City’s zoning ordinance. One of those purpose and intent is to protect the general health and safety of the inhabitants of the City. This is accomplished through the promotion of proper use of land and structures with reasonable standards to which buildings, structures, and land will conform to for the benefit of all.

The proposed detached accessory structure is a proper use of Residential zoned property. The proposed garage is generally in the same location as an existing

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garage and will maintain a similar setback from the street, which should have minimal impact on the inhabitants of the City.

b. The variance is consistent with the comprehensive plan.

The basic intent of the comprehensive planning process is to provide a well-founded and coordinated decision-making framework to guide both public and private development and community improvements. In this regard, the comprehensive plan represents the development framework to guide and direct future land development decisions within the City. The Land Use Plan is a narrative and graphic representation of the community’s land use and growth management goals and policies that provides the background and rationale for land use designations as represented on the Proposed Land Use Map.

The Property is guided for long term Residential Low land use in the 2040 Minnetrista Comprehensive Plan. The requested variance would allow the Applicants to rebuild a detached accessory structure, which is a use consistent with the long-term plan for the Property. In addition to simply complying with the Proposed Land Use Map, the proposed addition does not add additional hardcover and will preserve riparian views as it is not located near the views of adjacent properties.

A variance may be granted when the applicant establishes there are practical difficulties in complying with this ordinance. Practical difficulties, as used in connection with granting a variance, means:

1. The property owner proposes to use the property in a reasonable manner not permitted by this ordinance.

This factor means that the landowner would like to use the property in a particular reasonable way, but cannot do so under the rules of the ordinance. It does not mean that the land cannot be put to any reasonable use whatsoever without the variance.

The Applicants are proposing to rebuild an existing detached garage in generally the same location, which is a reasonable request. It is also the only garage on the Property, so it is reasonable to allow it to be rebuilt.

2. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

The uniqueness generally relates to the physical characteristics of the particular piece of property, that is, to the land and not personal characteristics or preferences of the landowner. When considering the variance for a building to encroach or intrude into a setback, the focus of this factor is whether there is anything physically unique about the particular piece of property.

The existing detached garage does not meet the required front setback and was originally constructed years ago. Given the angle of the front property line and the location of the existing home, along with the required 50-foot setback, it is not

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possible for the Applicants to build the garage in another location. Moving the garage back would also increase the amount of hardcover on the Property, which is proposed at the maximum allowed 25%. The Property also slopes downward toward the lake, so another location would require grading and possibly include brining in fill to raise the elevation, which would be more intrusive on the neighboring properties.

3. The variance would not alter the essential character of the locality.

Under this factor, consider whether the resulting structure will be out of scale, out of place, or otherwise inconsistent with the surrounding area.

The Applicants are replacing the existing detached garage, which has existed for many years, in generally the same location, so it won't be out of place. The proposed detached accessory structure won't be inconsistent with the surrounding area because there are properties in the area and zoning district have the same or similar buildings.

Neighborhood Comments: Notices were sent out to all property owners within 500 feet of the subject property. To date, staff has not received any written comment or spoke to anyone regarding the request as a result of sending the public notice.

Planning Commission Recommendation: The Planning Commission reviewed the Applicants' request at their June 23, 2025 meeting. At that meeting, the required public hearing was held and no one besides the Applicant was present to speak. After hearing no testimony at the public hearing and reviewing the Applicants' request amongst themselves, a motion was made by Kirkwood and seconded by Hussain to recommend approval of the requested setback variance. Motion passed 6-0. Absent: Livermore, Gangestad, and Rognli.

Conclusion: The City Council should review the staff report and the recommendation of the Planning Commission. After review, the City Council should consider the entire record before it prior to making a motion. Along with making a motion, findings of fact should be established which support the motion. Findings of fact based on the information submitted by the Applicants may be as follows:

1. The requested variance is in harmony with the purpose and intent of the City's zoning ordinances because the proposed detached accessory structure is a proper use of Residential zoned property. The proposed garage is generally in the same location as an existing garage and will maintain a similar setback from the street, which should have minimal impact on the inhabitants of the City;
2. The requested variance is consistent with the City's comprehensive plan because the Property is guided for long term Residential Low land use in the 2040 Minnetrista Comprehensive Plan. The requested variance would allow the Applicants to rebuild a detached accessory structure, which is a use consistent with the long-term plan for the Property. In addition to simply complying with the Proposed Land Use Map, the proposed addition does not add additional hardcover

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- and will preserve riparian views as it is not located near the views of adjacent properties;
3. The Applicants propose to use the Property in a reasonable manner because the Applicants are proposing to rebuild an existing detached garage in generally the same location, which is a reasonable request. It is also the only garage on the Property, so it is reasonable to allow it to be rebuilt;
 4. The requested variance is the result of unique circumstances not created by the landowner because the angle of the front property line and the location of the existing home, along with the required 50-foot setback, it is not possible for the Applicants to build the garage in another location. Moving the garage back would also increase the amount of hardcover on the Property, which is proposed at the maximum allowed 25%. The Property also slopes downward toward the lake, so another location would require grading and possibly include brining in fill to raise the elevation, which would be more intrusive on the neighboring properties; and
 5. The requested variance will not alter the character of the locality because the Applicants are replacing the existing detached garage, which has existed for many years, in generally the same location, so it won't be out of place. The proposed detached accessory structure won't be inconsistent with the surrounding area because there are properties in the area and zoning district have the same or similar buildings.

Recommended Action: Motion to adopt a resolution approving the requested front yard setback variance at 5962 Hardscrabble Circle based on certain findings of fact outlined in the staff report and subject to the following conditions:

1. The property owner and its contractors must create on-site parking for all construction/demolition vehicles (including, without limitation, pick-up trucks, cars, vans, and other similarly-sized vehicles). All construction vehicles shall be at all times be parked on the site of the demolition activity and NOT on Hardscrabble Circle;
2. Delivery of materials and equipment and removal of materials must be completed in an expedited manner. Empty trailers must not remain parked on Hardscrabble Circle or any other public road except for the period necessary to load and unload. Deliveries and material removal must be coordinated and staged in such a way so as to always allow access for emergency vehicles to all residential driveways;
3. The property owner and its contractors are responsible for sweeping/removing debris from Hardscrabble Circle and any other public roadways at the end of each work day and complete repairs for (a) damaged or destroyed asphalt or other public property within 30 days; and (b) damaged or destroyed private property (e.g. mailboxes, signs, landscaping, utilities, and other items subject to damage by construction vehicles) as soon as possible;
4. The City may require you to install temporary "NO PARKING" signs in areas of congestion as needed in order to ensure access for emergency vehicles to all residential driveways;
5. The Property shall be developed in accordance with the plans submitted with the variance application dated March 3, 2025 prepared by MGE Drafting & Design LLC. The building shall not have a kitchen with permanently installed cooking

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- facilities unless a conditional use permit for a guest home is first issued for the Property;
6. Any required grading shall maintain existing drainage patterns or improve the existing drainage of the lot and adjacent lots;
 7. The Applicants shall obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction over the Property prior to any construction;
 8. The Applicants are responsible for all fees incurred by the City in review of this application; and
 9. The variance approval is valid for one year from the date of approval and will become void and expire unless a building permit has been issued for the site.

Attachments:

1. Location Map
2. Applicants' Narrative
3. Proposed Survey
4. Proposed Plans
5. Proposed Renderings
6. Res. No. 65-25 Approve Setback Variance at 5962 Hardscrabble Circle

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5962 Hardscrabble Circle

Section 4, Item f)



-  City Boundary
-  Address Labels
-  Parcels



Variance Request Statement
John and Lisa Ley
5962 Hardscabble Circle
Minnetrista, MN 55364

- A. Property Owners: John and Lisa Ley
- B. Legal Description of property: Lot 35, Lake Minnetonka Highlands, Hennepin County, MN Parcell ID 26-117-24-13-0011
- C. The city currently requires a 50 feet Front property line setback for any new structure
- D. We are requesting a reduction of the front property set back to 16.8 feet to place a new garage with 2nd floor loft in a similar location as the current existing garage.

Variance Request Statement – Front Setback Reduction

We respectfully request a variance to reduce the required front yard setback from 50 feet to 16.8 feet to allow for the construction of a new garage with loft, to be located in approximately the same footprint as the existing garage. The existing structure is aged, and deteriorated, and should be removed and replaced.

A practical difficulty exists due to the unique and sharp angle of the front property line, which significantly limits buildable area and makes it impossible to reconstruct the garage in its current location—or elsewhere on the property—while meeting the 50-foot setback requirement.

This is the only garage on the property, and a garage is a reasonable and necessary use for year-round vehicle storage and lake-related equipment. The proposed new structure will be consistent with the character of the surrounding neighborhood and is intended solely for personal use, not for increasing property value or generating income.

Approval of this variance will not alter the essential character of the neighborhood. It will not adversely affect the health, safety, or welfare of the community, nor will it obstruct light or air access to adjacent properties. Furthermore, it will not increase traffic congestion, compromise public safety, or negatively impact surrounding property values.

We appreciate your consideration of this request and the opportunity to maintain the functional and aesthetic integrity of our property in harmony with the neighborhood.

LEY GARAGE

Section 4, Item f)

SHADRIAN LLC
Lic. BC639696

TITLE SHEET

SHEET TITLE:

PROJECT DESCRIPTION:
LEY GARAGE
5962 HARDCRABBLE CIRCLE
MINNETRISTA, MN 55364

DRAWINGS PROVIDED BY:
MGE
DRAFTING & DESIGN LLC
Maple Grove, MN

DATE:
3/3/2025

SCALE:

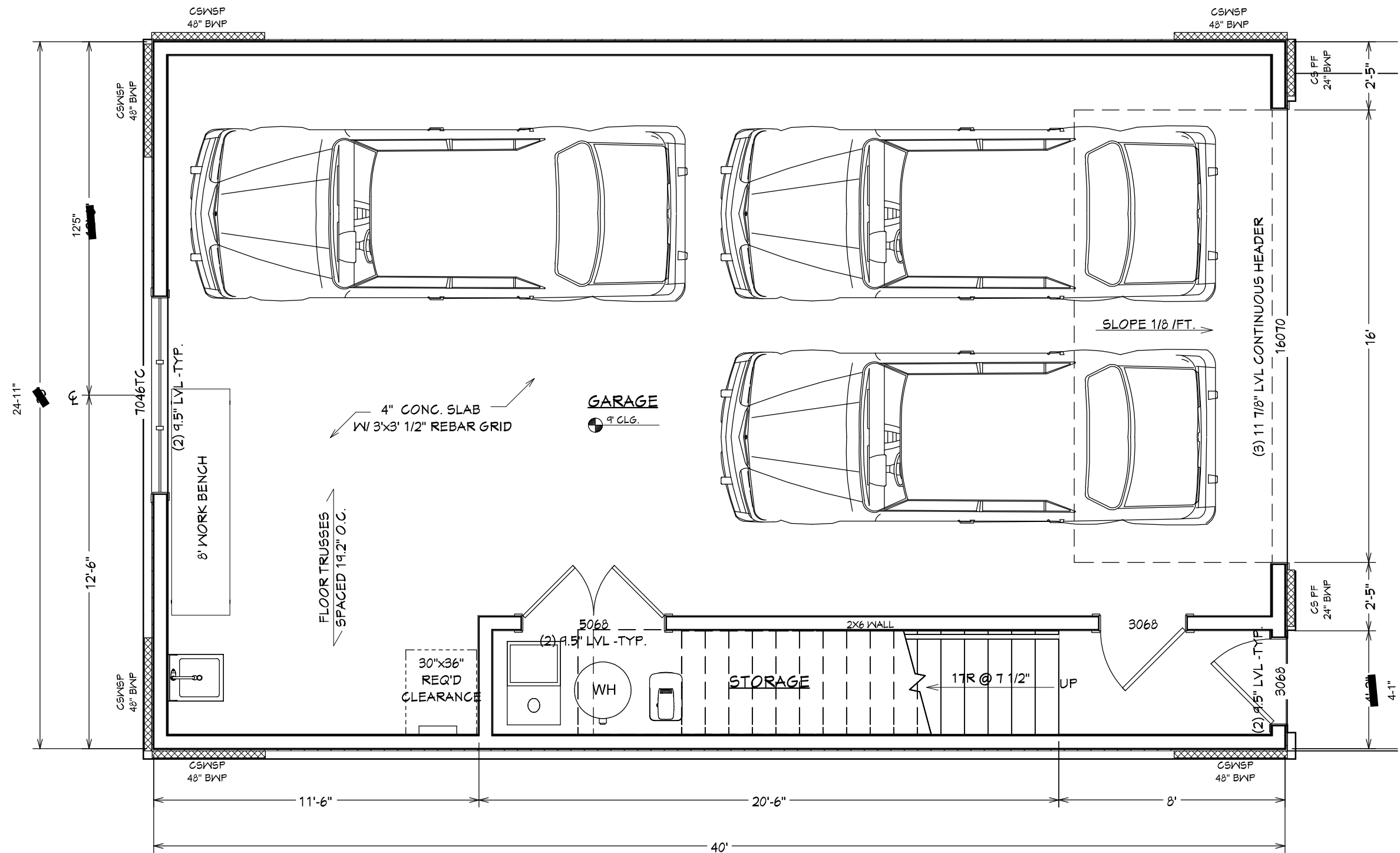
SHEET:

T1
67



THE CONTRACTOR AND/OR OWNER MUST VERIFY & CHECK ALL DRAWINGS & NOTIFY OF ANY ERRORS OR OMISSIONS FOR POSSIBLE CORRECTIONS PRIOR TO START OF CONSTRUCTION. THE SELECTION & APPLICATION OF CORRECT STRUCTURAL MATERIALS AND SIZING IS ALSO THE RESPONSIBILITY OF THE BUILDER.

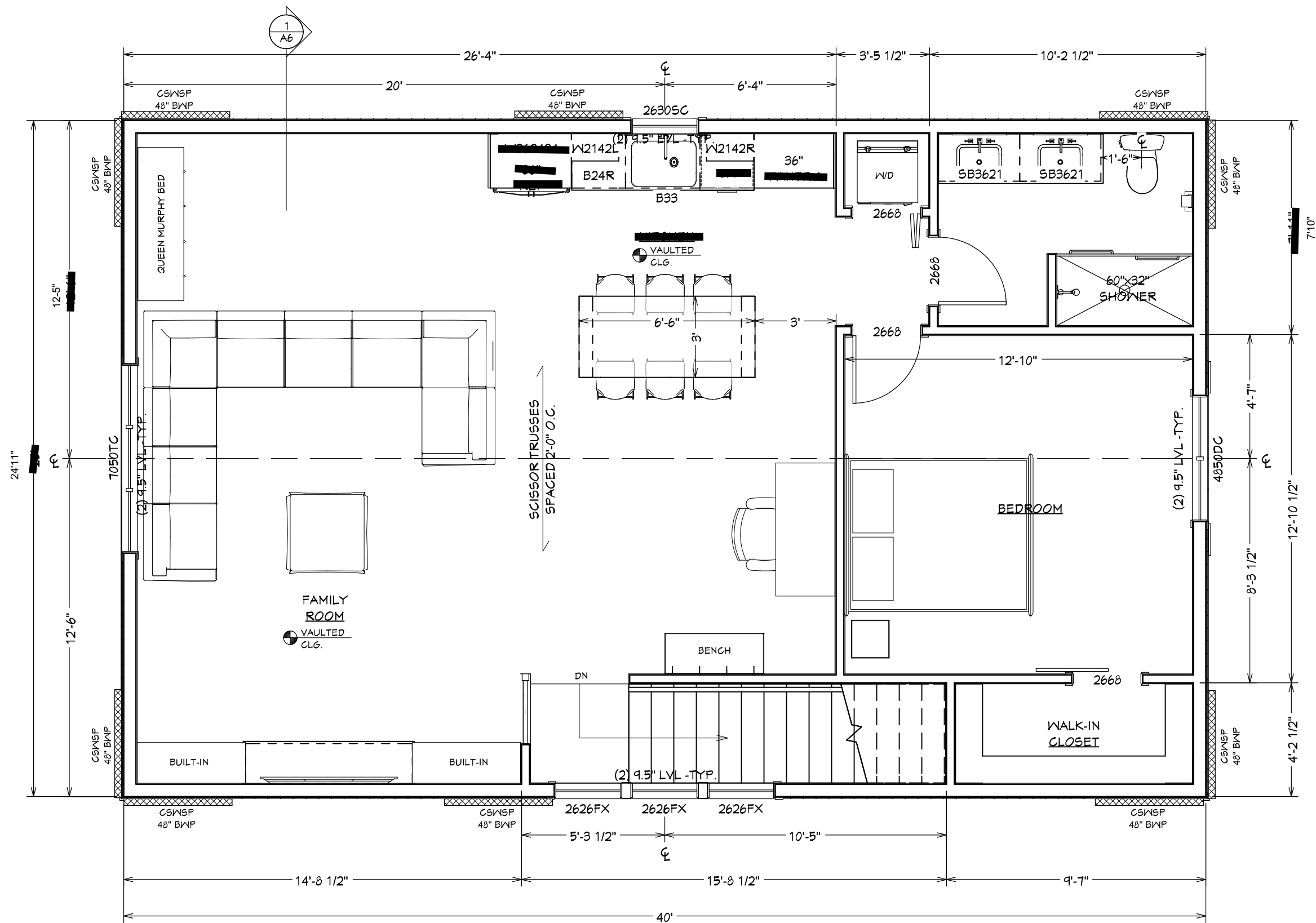
SHEET INDEX	
A1	MAIN LEVEL GARAGE PLAN
A2	UPPER LEVEL PLAN
A3	FOUNDATION PLAN
A4	ELEVATIONS
A5	ELEVATIONS
A6	SECTION
A7	ELECTRICAL
A8	DETAILS



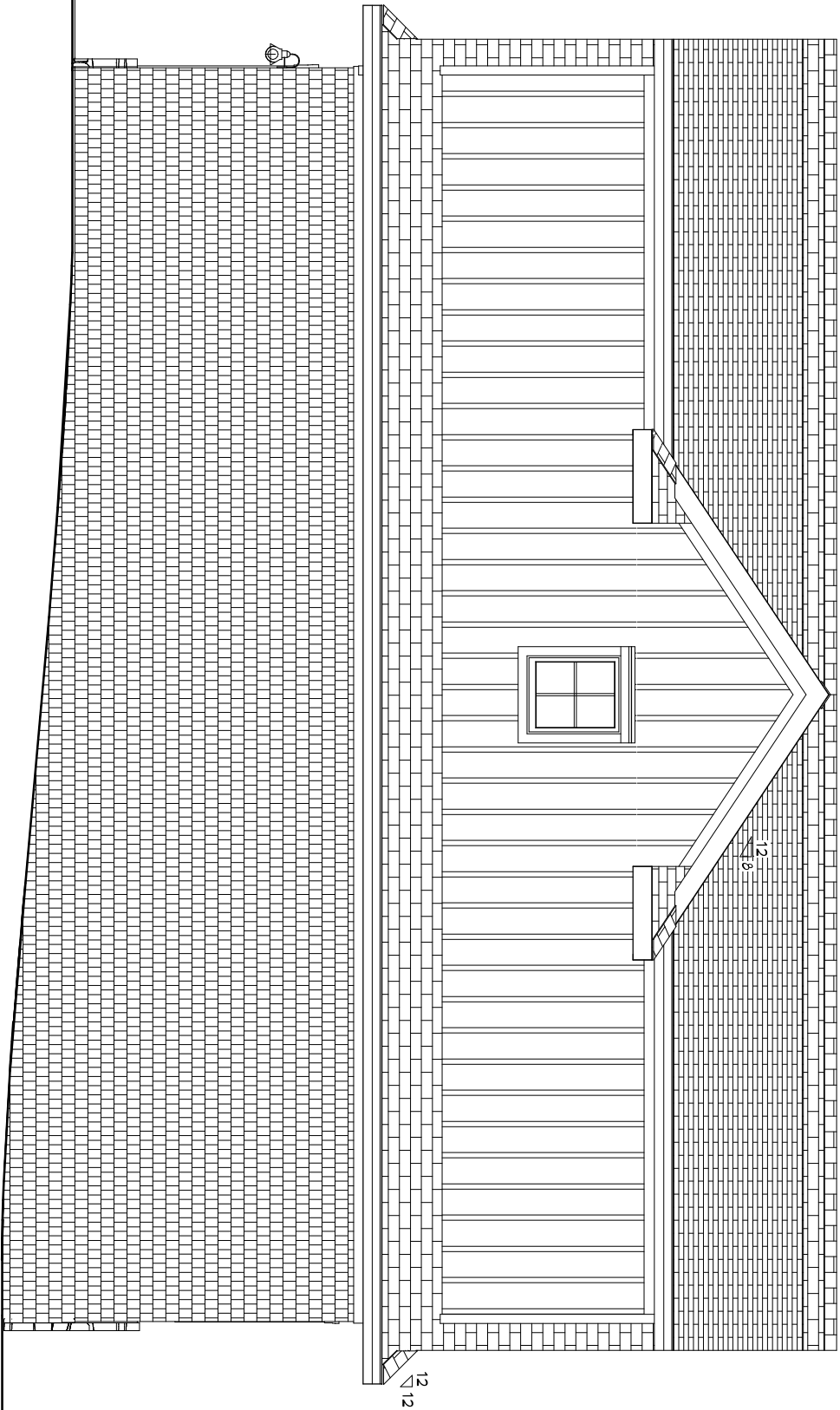
NOTES:
ALL HEADERS SHALL HAVE
1 1/2" MIN. BEARING
SPANS GREATER THAN 4'-10"
SHALL HAVE 2 TRIMMERS
ALL HEADERS SHALL BE
VERIFIED BY BUILDER &
BUILDING INSPECTOR

MAIN LEVEL GARAGE PLAN

$$1/4'' = 1' - 0''$$

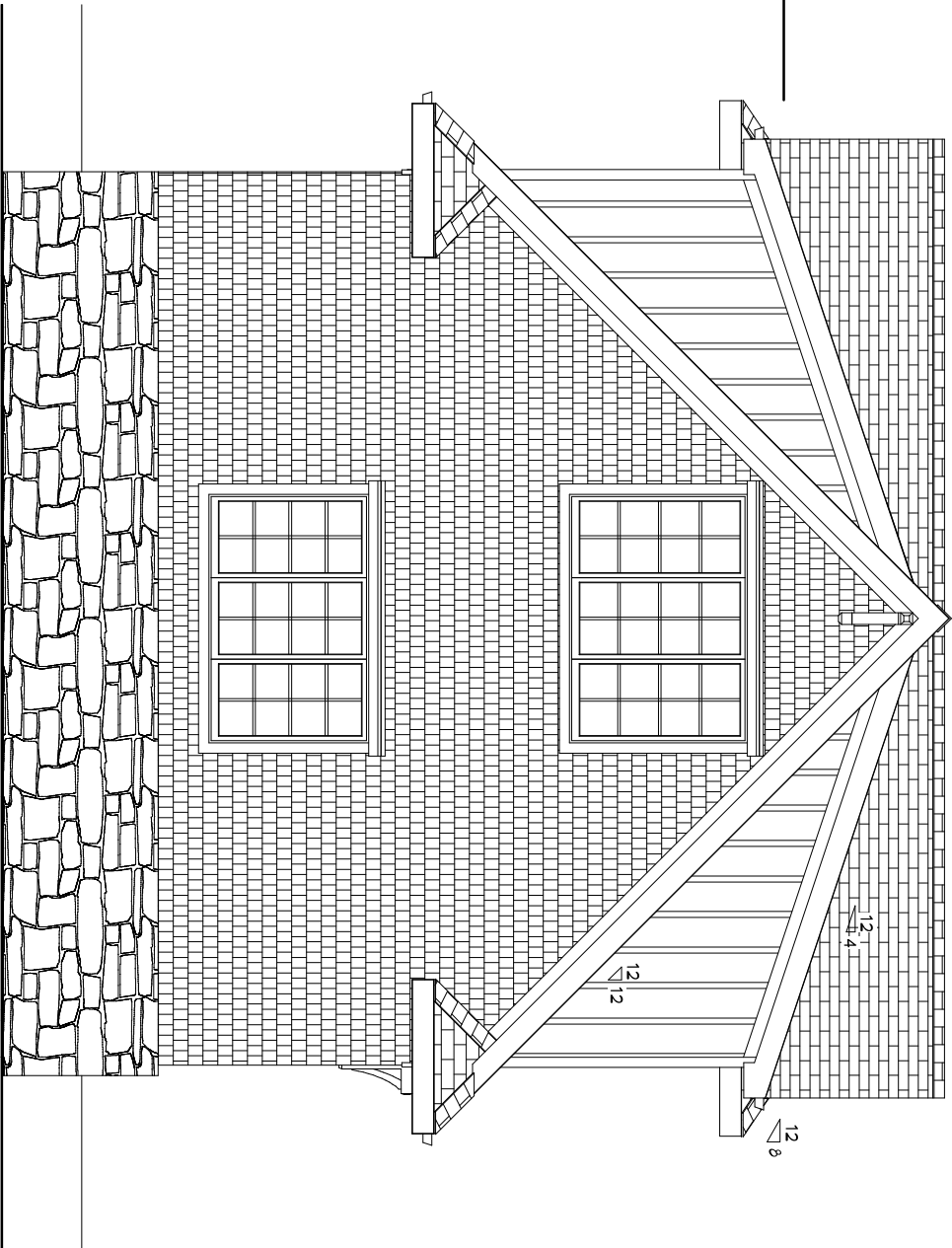


UPPER LEVEL GARAGE PLAN
1/4"=1'-0"



RIGHT ELEVATION

3/16"=1'-0"



BACK ELEVATION

3/16"=1'-0"

SHADRIAN LLC

Lic. BC639696

SHEET TITLE:

ELEVATIONS

PROJECT DESCRIPTION:

LEY GARAGE

5962 HARDCRABBLE CIRCLE
MINNETRISTA, MN 55364

DRAWINGS PROVIDED BY:

MGE
DRAFTING & DESIGN LLC

Maple Grove, MN

DATE:

3/3/2025

SCALE:

SHEET:

A5









RESOLUTION NO. 65-25

CITY OF MINNETRISTA

RESOLUTION APPROVING A FRONT YARD SETBACK VARIANCE FOR JOHN AND LISA LEY FOR THE CONSTRUCTION OF A DETACHED GARAGE AT 5962 HARDCRABBLE CIRCLE

WHEREAS, the City of Minnetrista (the “City”) is a municipal corporation, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City Council of the City of Minnetrista has adopted zoning and subdivision regulations, per Chapter 5 of the Municipal Code, to promote the orderly, economic and safe development and utilization of land within the city; and

WHEREAS, John & Lisa Ley (the “Applicant”) has made an application for a front yard setback variance to reduce the required setback from 50 feet to 16.8 feet for the construction of a detached garage at 5962 Hardscrabble Circle (the “Property”) and which is legally described on Exhibit A attached hereto; and

WHEREAS, on June 23, 2025, the Minnetrista Planning Commission considered the requested front yard setback variance, held a public hearing and, after consideration of the entire record before it, voted 6-0 in favor of recommending approval of the requested setback variance; and

WHEREAS, the Minnetrista City Council has reviewed the application, as submitted, and has made the following findings of fact:

1. The requested variance is in harmony with the purpose and intent of the City’s zoning ordinances because the proposed detached accessory structure is a proper use of Residential zoned property. The proposed garage is generally in the same location as an existing garage and will maintain a similar setback from the street, which should have minimal impact on the inhabitants of the City;
2. The requested variance is consistent with the City’s comprehensive plan because the Property is guided for long term Residential Low land use in the 2040 Minnetrista Comprehensive Plan. The requested variance would allow the Applicants to rebuild a detached accessory structure, which is a use consistent with the long-term plan for the Property. In addition to simply complying with the Proposed Land Use Map, the proposed addition does not add additional hardcover and will preserve riparian views as it is not located near the views of adjacent properties;
3. The Applicants propose to use the Property in a reasonable manner because the Applicants are proposing to rebuild an existing detached garage in generally the same location, which is a reasonable request. It is also the only garage on the Property, so it is reasonable to allow it to be rebuilt;

4. The requested variance is the result of unique circumstances not created by the landowner because the angle of the front property line and the location of the existing home, along with the required 50-foot setback, it is not possible for the Applicants to build the garage in another location. Moving the garage back would also increase the amount of hardcover on the Property, which is proposed at the maximum allowed 25%. The Property also slopes downward toward the lake, so another location would require grading and possibly include brining in fill to raise the elevation, which would be more intrusive on the neighboring properties; and
5. The requested variance will not alter the character of the locality because the Applicants are replacing the existing detached garage, which has existed for many years, in generally the same location, so it won't be out of place. The proposed detached accessory structure won't be inconsistent with the surrounding area because there are properties in the area and zoning district have the same or similar buildings.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Minnetrista hereby approves the requested front yard setback variance for the construction of a detached garage at the property generally located at 5962 Hardscrabble Circle, subject to the following conditions:

1. The property owner and its contractors must create on-site parking for all construction/demolition vehicles (including, without limitation, pick-up trucks, cars, vans, and other similarly-sized vehicles). All construction vehicles shall be at all times be parked on the site of the demolition activity and NOT on Hardscrabble Circle;
2. Delivery of materials and equipment and removal of materials must be completed in an expedited manner. Empty trailers must not remain parked on Hardscrabble Circle or any other public road except for the period necessary to load and unload. Deliveries and material removal must be coordinated and staged in such a way so as to always allow access for emergency vehicles to all residential driveways;
3. The property owner and its contractors are responsible for sweeping/removing debris from Hardscrabble Circle and any other public roadways at the end of each work day and complete repairs for (a) damaged or destroyed asphalt or other public property within 30 days; and (b) damaged or destroyed private property (e.g. mailboxes, signs, landscaping, utilities, and other items subject to damage by construction vehicles) as soon as possible;
4. The City may require you to install temporary "NO PARKING" signs in areas of congestion as needed in order to ensure access for emergency vehicles to all residential driveways;
5. The Property shall be developed in accordance with the plans submitted with the variance application dated March 3, 2025 prepared by MGE Drafting & Design LLC. The building shall not have a kitchen with permanently installed cooking facilities unless a conditional use permit for a guest home is first issued for the Property;
6. Any required grading shall maintain existing drainage patterns or improve the existing drainage of the lot and adjacent lots;
7. The Applicants shall obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction over the Property prior to any construction;
8. The Applicants are responsible for all fees incurred by the City in review of this application; and

9. The variance approval is valid for one year from the date of approval and will become void and expire unless a building permit has been issued for the site.

This resolution was adopted by the City Council of the City of Minnetrista on the 14th day of July, 2025 by a vote of ____ Ayes and ____ Nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

EXHIBIT A

Legal Description of 5962 Hardscrabble Circle:

Lot 35, Lake Minnetonka Highlands, Hennepin County, Minnesota.

CITY OF MINNETRISTA



CITY COUNCIL CONSENT AGENDA ITEM

Subject: Res. No. 66-25 Authorizing Execution of a Pervious Pavement Agreement at 5804 Hardscrabble Circle

Prepared By: Nickolas Olson, Senior City Planner
Through: David Abel, Community Development Director

Meeting Date: July 14, 2025

Issue: Richard Murphy (the “Applicant”) has made an application to enter in to a pervious pavement agreement (the “Agreement”) with the city of Minnetrista (the “City”) regarding pervious pavement surfaces (the “Improvements”) to be installed at 5804 Hardscrabble Circle (the “Property”). The Applicant constructed a new single family home on the Property which requires certain Improvements to comply with the City’s hardsurface coverage limitations. City code gives 50% credit in calculating the percentage of hardsurface coverage for pervious paver surfaces, provided those surfaces are installed in a manner acceptable to the City Engineer. For those surfaces to remain effective, periodic inspections and maintenance is required. The attached Agreement spells out the terms and conditions by which the Applicants must comply and provides the City with the option to step in if it feels the Applicants have failed to maintain the Improvements in accordance with the Agreement.

Recommended City Council Action: Motion to adopt Res. No. 66-25 Authorizing execution of a pervious pavement agreement with Richard Murphy at 5804 Hardscrabble Circle.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

5804 Hardscrabble Circle

Section 4, Item g)



1 in = 192 Ft

-  City Boundary
-  Address Labels
-  Parcels



RESOLUTION NO. 66-25

CITY OF MINNETRISTA

**RESOLUTION AUTHORIZING EXECUTION OF A
PERVIOUS PAVEMENT AGREEMENT WITH RICHARD MURPHY AT
5804 HARDCRABBLE CIRCLE**

WHEREAS, the city of Minnetrista (the “City”) is a municipal corporation, organized and existing under the laws of Minnesota; and

WHEREAS, Richard Murphy (the “Applicant”) is the fee owner of the property legally described in the Pervious Pavement Agreement as hereinafter defined (the “Property”); and

WHEREAS, on May 31, 2023, the City issued a building permit (the “Permit”) for the construction of a new single family home on the Property; and

WHEREAS, the Permit requires certain pervious pavement surfaces to comply with the City’s hardsurface coverage limitations; and

WHEREAS, a pervious pavement agreement (the “Agreement”) has been prepared for execution by the City and the Applicant specifying the details of development of the project; and

WHEREAS, execution by the parties of the Agreement is a requirement of the Permit.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Minnetrista, Minnesota that the mayor and city clerk are authorized and directed to execute the Pervious Pavement Agreement and related documents in the general form attached hereto, on behalf of the City.

This resolution was adopted by the City Council of the City of Minnetrista on the 14th day of July, 2025 by a vote of _____ ayes and _____ nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

EXHIBIT A

Form of Pervious Paver Maintenance Agreement

PERVIOUS PAVEMENT AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the 14th day of July, 2025, by and between Richard Murphy, a single person (the “Owner”) and the city of Minnetrista, a Minnesota municipal corporation (the “City”).

WHEREAS, the Owner is the fee owner of real property located at 5804 Hardscrabble Circle, Minnetrista, Minnesota which is legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, the Owner has proposed a project which will increase the hardsurface coverage on the Property to a level in excess of that allowed by City code; and

WHEREAS, in lieu of complying with the City’s hardsurface coverage limitations by reducing hardsurface coverage elsewhere on the Property, the Owner has proposed to construct certain stormwater improvements on the Property; and

WHEREAS, the stormwater improvements consist of pervious pavement (the “Stormwater Improvements”) for which the City gives partial credit in calculating the percentage of hardsurface coverage but which must receive periodic inspections and maintenance to remain effective; and

WHEREAS, the Stormwater Improvements will be constructed and installed on the Property by the Owner in accordance with the plans and specifications reviewed by the city engineer and as depicted on Exhibit B attached hereto; and

WHEREAS, the City requires permanent provisions for operation and maintenance of all pervious pavement facilities in an agreement to be recorded in the Hennepin County land records.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Construction and Maintenance of the Stormwater Improvements. The Owner shall be responsible for constructing and maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. The

Owner shall conduct inspections of the Stormwater Improvements at least twice annually, keep record of all inspections and maintenance activities and submit such records to the City upon request. The cost of all inspections and maintenance shall be the obligation of the Owner. The Owner shall follow the Stormwater Maintenance Plan for Pervious Pavement attached hereto as Exhibit C in inspecting and maintaining the Stormwater Improvement.

2. Permanent Access and Maintenance Easements. The Owner hereby grants the City access and maintenance easements over the Stormwater Improvements as legally described and depicted in Exhibit B for the purposes of inspections and maintenance and an easement for reasonable access over the Property to the Stormwater Improvements from the public right-of-way. These easements will be utilized only as provided in section 3 hereof and conveys no rights to the general public.

3. City's Maintenance Rights. If the City reasonably believes that the Owner has failed to maintain the Stormwater Improvements in accordance with this Agreement and all applicable drainage laws and other requirements, the City shall give the Owner written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed and give the Owner a reasonable opportunity to dispute the City's determination or to propose an alternative maintenance plan. If the Owner does not complete the maintenance tasks within 30 days after such notice is given by the City or such longer period as the City may determine in its reasonable discretion is needed to evaluate the Owner's response or proposal, the City shall have the right but not the obligation to enter upon the Property to perform such maintenance tasks. The City shall send an invoice of its reasonable maintenance costs to the Owner, which may include all staff time, engineering and legal and other costs and expenses incurred by the City as a result of Owner's failure. If the Owner fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to specially assess the full cost thereof against the Property under Minnesota Statutes, Chapter 429. The Owner hereby petitions for such work and waives the right to hearings and to appeal such assessment under Minnesota Statutes, section 429.081.

4. Reduction in Hardsurface Coverage. In lieu of maintaining the Stormwater Improvements, the Owner may take other steps to bring the Property into compliance with the City's limitation on hardsurface coverage. Those may include removing or reducing hardsurface coverage elsewhere on the Property.

5. Costs of Enforcement. The Owner agrees to reimburse the City for all reasonable costs incurred by the City in the successful enforcement of this Agreement, or any portion thereof, including court costs, engineering costs and attorneys' fees.

6. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

- a) To the Owners: Richard Murphy
5804 Hardscrabble Circle
Minnetrista MN 55364

b) To the City: City of Minnetrista
 7701 Co. Rd. 110 W.
 Minnetrista, MN 55364
 Attn: City Administrator

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the United States mail, postage prepaid and properly addressed as provided herein.

7. Successors. All duties and obligations of the Owner under this Agreement shall also be duties and obligations of the Owner’s heirs, successors, and assigns. The terms and conditions of this Agreement shall run with the land. This Agreement shall be recorded in the land records of Hennepin County.

* * * * *

IN WITNESS WHEREOF the parties hereto have caused this Pervious Pavement Agreement to be executed on the day and year first above written.

CITY OF MINNETRISTA

By: _____
Lisa Whalen, Mayor

By: _____
Ann Meyerhoff, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Lisa Whalen and Ann Meyerhoff, the mayor and city clerk, respectively, of the city of Minnetrista, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

OWNER

By: _____
Richard Murphy

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by Richard Murphy, a single person, the owner of the Property.

Notary Public

This Instrument Drafted By:

Kennedy& Graven, Chartered (SJS)
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
(612) 337-9300

Exhibit A

Legal Description of the Property

Lot 2, Block 1, MURPHY HIGHLANDS, Hennepin County, Minnesota, according to the recorded plat thereof.

Exhibit B

Legal Descriptions and Depictions of Stormwater Access and Maintenance Easements

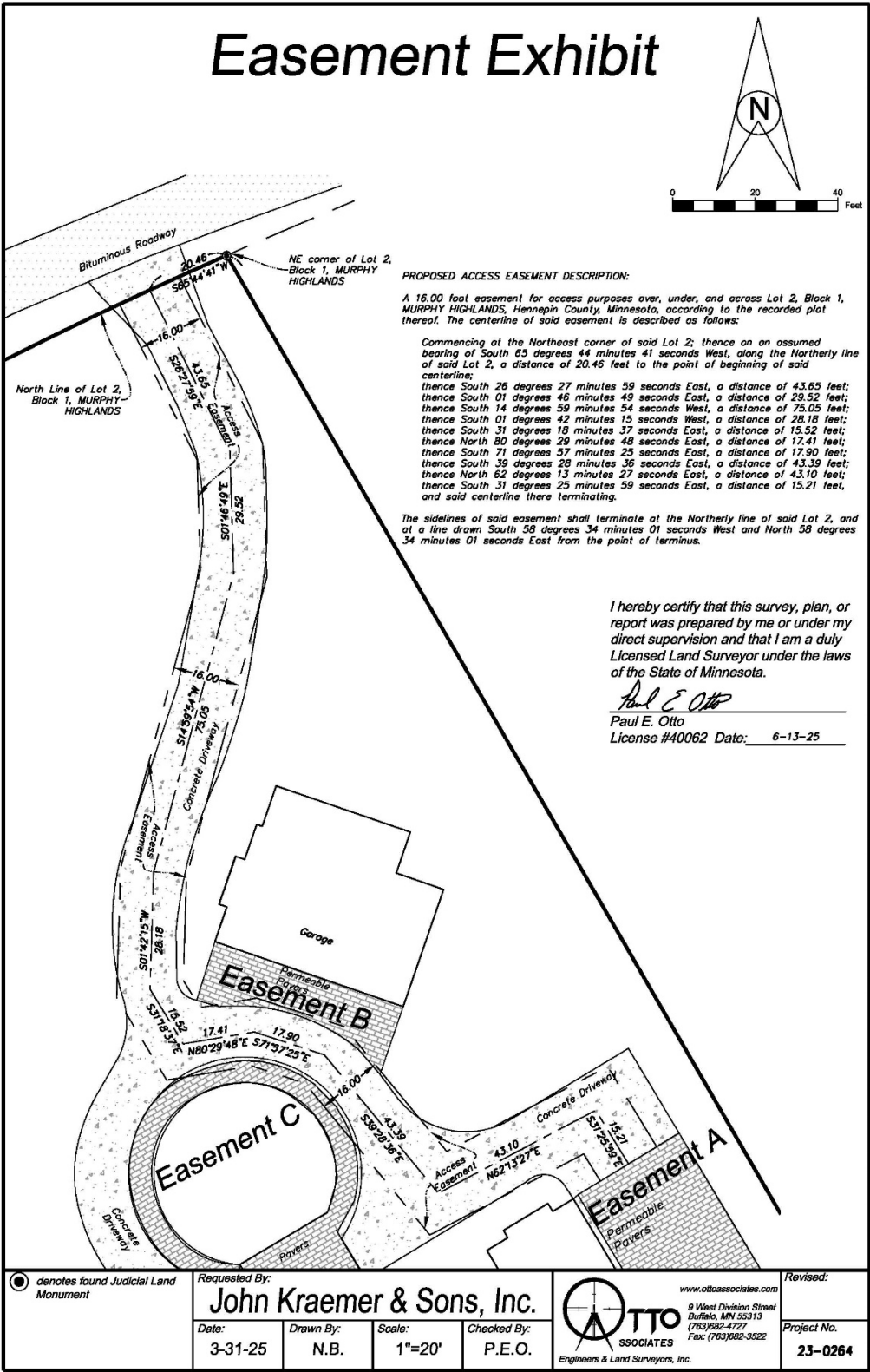
Access Easement Description:

A 16.00 foot easement for access purposes over, under, and across Lot 2, Block 1, MURPHY HIGHLANDS, Hennepin County, Minnesota, according to the recorded plat thereof. The centerline of said easement is described as follows:

Commencing at the Northeast corner of said Lot 2; thence on an assumed bearing of South 65 degrees 44 minutes 41 seconds West, along the Northerly line of said Lot 2, a distance of 20.46 feet to the point of beginning of said centerline;
 thence South 26 degrees 27 minutes 59 seconds East, a distance of 43.65 feet;
 thence South 01 degrees 46 minutes 49 seconds East, a distance of 29.52 feet;
 thence South 14 degrees 59 minutes 54 seconds West, a distance of 75.05 feet;
 thence South 01 degrees 42 minutes 15 seconds West, a distance of 28.18 feet;
 thence South 31 degrees 18 minutes 37 seconds East, a distance of 15.52 feet;
 thence North 80 degrees 29 minutes 48 seconds East, a distance of 17.41 feet;
 thence South 71 degrees 57 minutes 25 seconds East, a distance of 17.90 feet;
 thence South 39 degrees 28 minutes 36 seconds East, a distance of 43.39 feet;
 thence North 62 degrees 13 minutes 27 seconds East, a distance of 43.10 feet;
 thence South 31 degrees 25 minutes 59 seconds East, a distance of 15.21 feet,
 and said centerline there terminating.

The sidelines of said easement shall terminate at the Northerly line of said Lot 2, and at a line drawn South 58 degrees 34 minutes 01 seconds West and North 58 degrees 34 minutes 01 seconds East from the point of terminus.

Depiction of Access Easement:



Stormwater Maintenance Easements Legal Descriptions:

EASEMENT A:

A perpetual stormwater maintenance agreement easement over, under, and across that part of Lot 2, Block 1, MURPHY HIGHLANDS, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Northeast corner of said Lot 2; thence on an assumed bearing of South 30 degrees 02 minutes 49 seconds East, along the East line of said Lot 2, a distance of 238.52 feet; thence South 58 degrees 34 minutes 01 seconds West, a distance of 11.51 feet to the point of beginning; thence continue South 58 degrees 34 minutes 01 seconds West, a distance of 28.70 feet; thence South 30 degrees 58 minutes 47 seconds East, a distance of 48.27 feet; thence North 59 degrees 02 minutes 15 seconds East to a line that bears South 30 degrees 56 minutes 12 seconds East from the point of beginning; thence North 30 degrees 56 minutes 12 seconds West, a distance of 48.51 feet to the point of beginning.

EASEMENT B:

A perpetual stormwater maintenance agreement easement over, under, and across that part of Lot 2, Block 1, MURPHY HIGHLANDS, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Northeast corner of said Lot 2: thence on an assumed bearing of South 30 degrees 02 minutes 49 seconds East, along the East line of said Lot 2, a distance of 178.85 feet; thence South 59 degrees 57 minutes 11 seconds West, a distance of 54.02 feet to the point of beginning; thence North 71 degrees 00 minutes 08 seconds West, a distance of 48.23 feet; thence South 17 degrees 25 minutes 29 seconds West, a distance of 14.87 feet; thence South 74 degrees 02 minutes 57 seconds East, a distance of 5.71 feet; thence 36.18 feet Southeasterly, along a non-tangential curve concave Southerly, having a radius of 45.56 feet, a central angle of 45 degrees 29 minutes 27 seconds, a chord bearing of South 72 degrees 59 minutes 56 seconds East, and a chord distance of 35.23 feet; thence South 40 degrees 53 minutes 27 seconds East, not tangent to said curve, a distance of 8.05 feet to a line that bears South 18 degrees 47 minutes 37 seconds West from the point of beginning; thence North 18 degrees 47 minutes 37 seconds East, a distance of 17.37 feet to the point of beginning.

EASEMENT C:

A perpetual stormwater maintenance agreement easement over, under, and across that part of Lot 2, Block 1, MURPHY HIGHLANDS, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Northeast corner of said Lot 2: thence on an assumed bearing of South 31 degrees 03 minutes 04 seconds East, along the Westerly line of said Lot 2, a distance of 227.26 feet; thence North 58 degrees 56 minutes 56 seconds East, a distance of 39.04 feet to the point of beginning; thence 152.09 feet Northerly, Easterly, and Southerly on a non-tangential curve concave Southerly, having a radius of 28.20 feet, a central angle of 308 degrees 58 minutes 02 seconds, a chord bearing of North 59 degrees 32 minutes 14 seconds East, and a chord distance of 24.30 feet; thence South 31 degrees 05 minutes 28 seconds East, not tangent to said curve, a distance of 11.47 feet; thence South 58 degrees 20 minutes 31 seconds West, a distance of 14.90 feet to a line that bears South 30 degrees 55 minutes 25 seconds East from the point of beginning;

thence North 30 degrees 55 minutes 25 seconds West, a distance of 11.83 feet to the point of beginning.

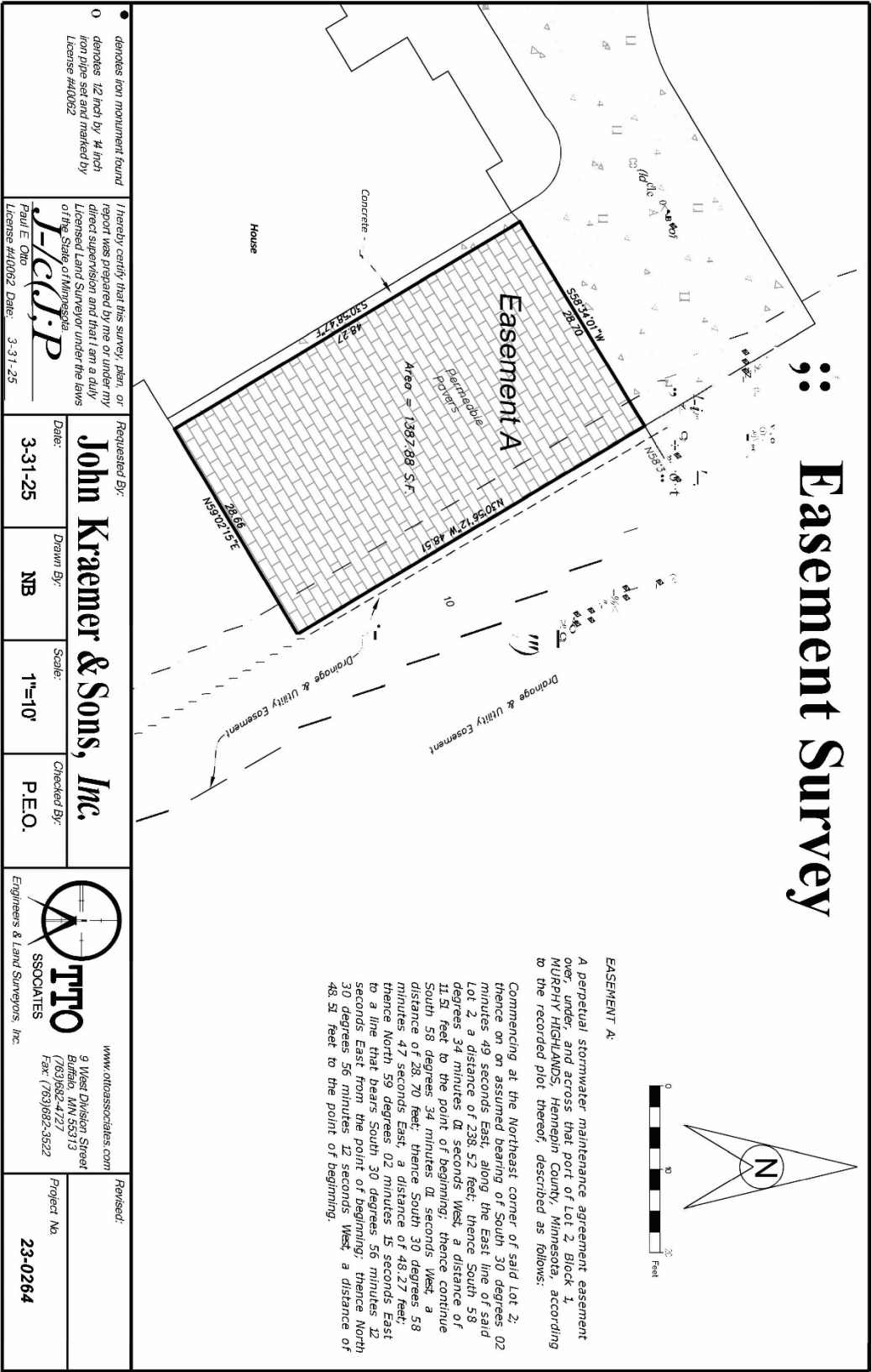
EXCEPT:

That part of said Lot 2, described as follows:

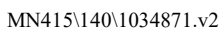
A perpetual stormwater maintenance agreement easement over, under, and across that part of Lot 2, Block 1, MURPHY HIGHLANDS, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Northeast corner of said Lot 2: thence on an assumed bearing of South 31 degrees 03 minutes 04 seconds East, along the Westerly line of said Lot 2, a distance of 227.26 feet; thence North 58 degrees 56 minutes 56 seconds East, a distance of 39.04 feet; thence North 31 degrees 08 minutes 06 seconds West, a distance of 7.09 feet to the point of beginning; thence 112.48 feet Northerly, Easterly, and Southerly on a non-tangential curve concave Southerly, having a radius of 22.07 feet, a central angle of 292 degrees 04 minutes 34 seconds, a chord bearing of North 59 degrees 14 minutes 34 seconds East, and a chord distance of 24.65 feet; thence South 59 degrees 14 minutes 34 seconds West, not tangent to said curve, a distance of 24.65 feet to the point of beginning.

Depiction of Stormwater Maintenance Easement A



B-7



Depiction of Stormwater Maintenance Easement C

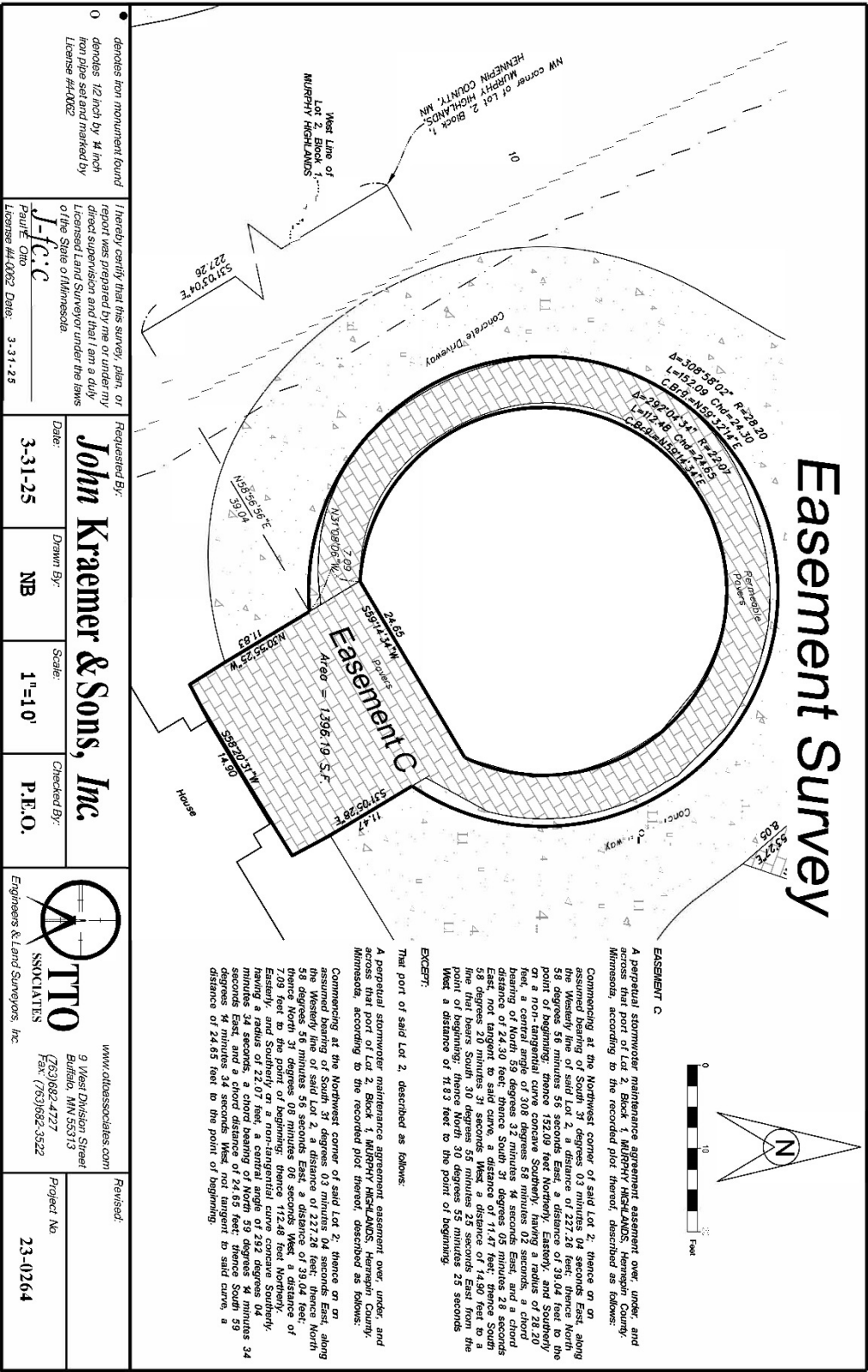


Exhibit C

Stormwater Maintenance Guide for Pervious Pavement

The pervious pavement on your property can make a significant positive impact on the water quality of nearby lakes and streams **when it is properly maintained**. It is designed to reduce stormwater runoff by allowing water to drain directly through it and into the ground. Water moves through the pavement surface to a layer of coarse stone underneath. It is temporarily stored in spaces between these stones until it moves into the surrounding soil. The soil naturally removes pollutants such as phosphorus, nitrogen, and heavy metals from the water. This will help prevent these and other pollutants from entering our lakes and streams where they can cause unwanted algae and degrade water quality.

Pervious Pavement Maintenance and Inspection Requirements:

Inspection frequency: bi-annually

1. Sediment and Debris:
 - a. Vacuum sweep sediment and debris from surface a minimum of two times per year (once in the Spring and once in the Fall).
2. Restore functionality of pavement (as necessary)
 - a. Pressure washing and regenerative air sweeping of material clogging paver voids must be completed as necessary to restore infiltration functionality of the paver surface.

Disposal of materials shall be in accordance with local, state, and federal requirements as applicable. Clean up and maintenance shall occur immediately after any contaminant spill takes place. Appropriate regulatory agencies should also be notified in the event of a spill.

Inspection Checklist:

Inspection Activity	Yes/No	If yes, perform the following maintenance:
Are weeds growing on the pavement surface?		Pull all weeds out by the roots to prevent them from returning. Do not use herbicide as it may infiltrate to the groundwater.
Has sediment accumulated within the surface spaces?		Pervious pavement should be vacuum swept twice per year.
Are trash, excessive leaves, grass clippings, or other debris present?		Remove any debris present
Are ruts, cracks, potholes, or sinkholes present?		Repair damage as needed
Is there standing water on the pavement surface 48 hours or more after a rainfall?		This is an indication that your pervious pavement is not functioning as designed. Consult your installer or pavement manufacturer for remediation.

CITY OF MINNETRISTA



CITY COUNCIL CONSENT AGENDA ITEM

Subject: **Accept Resignation of Brett Hughes from Minnetrista Parks Commission and elevate Karrisa Gehring to fill the seat**

Prepared By: **Nickolas Olson, Senior City Planner**

Meeting Date: **July 14, 2025**

Issue: The City received an email resignation from Brett Hughes on June 3, 2025 which is effect July 31, 2025. Mr. Hughes currently serves on the Minnetrista Parks Commission and his term expires on December 31, 2026. Karrisa Gehring currently serves as Alternate 1 on the Parks Commission and Lindsey Jamieson serves as Alternate 2. To fill the vacant seat left by Mr. Hughes resignation, the City should elevate Ms. Gehring from Alternate 1.

Recommended Action: Motion to adopt a resolution accepting the resignation of Brett Hughes from the Minnetrista Parks Commission and elevate Karrisa Gehring to fill the seat.

Attachments:

1. Res. No. 67-25 Accept Resignation of Brett Hughes and Elevate Karrisa Gehring on Minnetrista Parks Commission

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

RESOLUTION NO. 67-25

CITY OF MINNETRISTA

**A RESOLUTION ACCEPTING BRETT HUGHES’ RESIGNATION FROM THE
MINNETRISTA PARKS COMMISSION AND APPOINTING KARRISA
GEHRING AS REGULAR MEMBER**

WHEREAS, Brett Hughes has resigned from his position with the Minnetrista Parks Commission effective July 31, 2025; and

WHEREAS, Brett Hughes’ term on the Minnetrista Planning Commission expires on December 31, 2026; and

WHEREAS, Brett Hughes’ resignation creates a vacancy on the Minnetrista Parks Commission; and

WHEREAS, Karrisa Gehring was appointed as an Alternate to the Minnetrista Planning Commission on January 22, 2025; and

WHEREAS, an Alternate may be designated a regular member of the commission by the same method that a member is appointed to the commission; and

WHEREAS, Alternates who are designated as regular members on the commission shall serve the remaining term of the person who vacated that seat.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Minnetrista hereby accepts Brett Hughes’ resignation from the Minnetrista Parks Commission and appoints Karrisa Gehring to regular member for the remainder of the vacated term set to expire on December 31, 2026.

This resolution was adopted by the City Council of the City of Minnetrista on the 14th day of July 2025, by a vote of ____ Ayes and ____ Nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM

**Subject: Approve purchase for replacement of Street Department
2-ton Dump Truck**

Prepared By: Gary Peters, Public Works Director

Meeting Date: July 14, 2025

Issue:

The Public Works Street Department needs to replace their 2-ton dump truck.

Background/History:

When the City Council approved the 2025 Capital Improvement Plan (CIP) Equipment Fund, it included the purchase of a new 2-ton dump truck for the street Department. This new truck will replace the current 2016 Ford F-550 (Truck #4). It is a 2-ton cab/chassis equipped with a dump body and has 55,000 miles on it. Like the other trucks being replaced, this truck has a diesel engine that has had many issues. The major issue comes from the Diesel Exhaust Fluid (DEF) system which costs just over \$1,500.00 to repair on this truck. New diesel trucks are made for longer hauling/driving and not for short trips and idle time – which City trucks do all the time. Staff found that repairs for DEF related issues are rising and are very expensive to fix. For this reason, Public Works will be moving away from diesel engines and purchasing trucks with gas engines. This will also save \$8,500.00 - \$9,500.00 depending on the brand purchased. This truck has also had many coolant system and oil leak issues costing over \$12,600.00, as well as suspension issues costing over \$3,800.00. This truck has accrued just over \$28,000.00 in total repair costs over its lifetime in the fleet. This does include normal wear and tear replacement parts (i.e., batteries, brakes, oil/filter changes, tires, etc.).

Overview:

The Public Works Director and the Public Works Supervisor discussed the new truck purchase and if it made sense to remove the existing stainless steel dump body and hoist and reinstall it on the new cab/chassis. The salt spreader for road de-icing was also discussed. The current truck has an electric spreader that is prone to jamming at times and then needs to be cleared. It was discussed whether the electric sander should be replaced with a hydraulic driven spreader. It was decided to stay with the present spreader and replace it on the next new truck. With these two discussion points being the main factors of concern, it was decided to ask for multiple quotes with different options. The Public Works Director contacted Towmaster of Litchfield, the original equipment outfitter for that truck, and asked for those quote options. Those quote options and costs were as follows:

- Option A - Remove the existing stainless steel dump body and hoist, reinstall it on the new cab/chassis, and keep the electric spreader **(\$13,525.00)**
- Option B - Remove the existing stainless steel dump body and hoist, reinstall it on the new cab/chassis, and install a new hydraulic spreader **(\$38,657.00)**

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

- Option C - Installation of a new painted steel dump body, hoist, hydraulic salt spreader and equipment on new a cab/chassis **(\$57,837.00)**
- Option D - Installation of a new stainless-steel dump body, hoist, hydraulic salt spreader and equipment on new a cab/chassis **(\$57,969.00)**

The Public Works Director also reached out to Aspen Equipment, the City's truck snowplow outfitter, for a quote on a Western Wide-Out XL snowplow and warning lights for this truck. The quote was \$10,588.00. Aspen Equipment is the State Bid vendor for Western Snowplows.

Since the original equipment is installed on a Ford F-550 cab/chassis, that truck was chosen again for replacement due to ease of conversion/installation. A quote was requested from Morrie's Buffalo Ford only for the F-550 cab/chassis. Morrie's utilizes Sourcewell Purchasing. Like the state bid, Sourcewell is a cooperative purchasing program that manages equipment and services solicitation to get the best pricing available. The quotation for the new truck is as follows:

Ford F-550 Crew Cab: \$60,072.00 + tax/title/license fees

Public Works has had Ford vehicles in the fleet for several years. Changing over to gas engines will save money on the original purchase price of the engines themselves, but the hope being that the number and cost of repairs will be less. Public Works staff are recommending the purchase of the Ford F-550 crew cab/chassis from Morrie's Buffalo Ford. The current stainless-steel box, hoist/lift system and sander are all in good shape, so it is the opinion of both the Public Works Director and the Public Works Supervisor that Option A is the most sensible and money-saving decision. Once this truck is up for replacement in 7-8 years, the next replacement truck will receive a completely new equipment package. This equipment would then be reinstalled on the next new truck after that; thus, this reuse of equipment program will save the City money every other purchase cycle. Upon delivery, the new truck, along with the old truck, will be delivered to Towmaster where the old equipment will be removed and reinstalled onto the new cab/chassis.

Fiscal Impact:

In the 2025 CIP Equipment Fund, \$125,000.00 was estimated for the replacement of this truck (\$75,000.00 for the truck and \$50,000.00 for the for the dump box). The total estimated cost of this new truck with equipment transfer and snowplow installation will be \$84,185.00 plus tax/title/license fees. Once the new truck has entered the fleet, the old cab/chassis will be sent to ADESA Auto Auction to be placed up for auction. The purchase of this new truck and equipment package for the Public Works Street Department will be paid out of the approved 2025 CIP Equipment Fund.

Recommended City Council Action:

Motion to approve Res No. 68-25 for the purchase of a 2026 Ford F-550 regular cab/chassis from Morrie's Buffalo Ford in Buffalo, MN at a cost of \$60,072.00 plus tax/title/license fees.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.



Preview Order 2222 - F5H 4x4 Reg Chas Cab DRW : Order Summary Time of Preview: 05/30/2025 11:53:36 Receipt: NA

Dealership Name : Morrie's Buffalo Ford

Sales Code : F58631

Dealer Rep.	Michael Schuetz
Customer Name	Minnetrista

Type	Fleet
Priority Code	G4

Vehicle Line	Superduty	Order Code	2222
Model Year	2026	Price Level	615

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F550 4X4 CHASSIS CAB DRW/145	\$61550	\$58473	PLATFORM RUNNING BOARDS	\$320	\$291
145 INCH WHEELBASE	\$0	\$0	19000# GVWR PACKAGE	\$0	\$0
TOTAL BASE VEHICLE	\$61550	\$56709	50 STATE EMISSIONS	\$0	\$0
OXFORD WHITE	\$0	\$0	SNOW PLOW PREP PACKAGE	\$250	\$228
40/20/40 CLOTH SEAT	\$0	\$0	SIRIUSXM W/360L (3 MOS TRIAL)	\$0	\$0
MEDIUM DARK SLATE	\$0	\$0	POWERSCOPE TRAILER TOW MIRROR	\$280	\$255
PREFERRED EQUIPMENT PKG.663A	\$0	\$0	410 AMP DUAL ALTERNATOR	\$0	\$0
.XLT TRIM	\$0	\$0	PAYLOAD PACKAGE UPGRADE	\$815	\$741
.AM/FM STEREO MP3/CLK	\$0	\$0	PRICE CONCESSION INDICATOR	\$0	\$0
.7.3L DEVCT NA PFI V8 ENGINE	\$0	\$0	REAR VIEW CAMERA & PREP KIT	\$515	\$468
10-SPEED AUTO TORQSHIFT	\$0	\$0	CONN PKG: 1 YR INCL W/FORDPASS	\$0	\$0
225/70R19.5G BSW ALL POSITION	\$0	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0	\$-1764
4.88 RATIO LIMITED SLIP AXLE	\$395	\$360	FUEL CHARGE	\$0	\$25.68
FRONT LICENSE PLATE BRACKET	\$0	\$0	PRICED DORA	\$0	\$0
CARPET DELETE	\$0	\$0	ADVERTISING ASSESSMENT	\$0	\$0
			DESTINATION & DELIVERY	\$2195	\$2195

TOTAL BASE AND OPTIONS

DISCOUNTS

TOTAL

SHIP TO : F58631

702 E. Highway 55, Buffalo, MN, 55313-1706

\$61,272
- 1200
\$60,072

MSRP	INVOICE
\$66320	\$61272.68
NA	NA
\$66320	\$61272.68

ORDERING FIN: QT464 END USER FIN: QT464 PO NUMBER: gary peters

INCENTIVES:

Acc. Code ID: 10 Contract/Ref #: 06-676T Description: undefined Concession Amount: \$-1200.00

This order has not been submitted to the order bank.

This is not an invoice.



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Referen

Section 4, Item i)

QT 97013

**** QUOTATION ****

Ship To:	Cust:	3042	Phone:	Bill To:	Phone:
MINNETRISTA, CITY OF				MINNETRISTA, CITY OF	
7701 COUNTY RD 110 W				7701 COUNTY RD 110 W	
MINNETRISTA	MN 55364	USA		MINNETRISTA	MN 55364

ATTN: GARY PETERS 952-241-2532

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	7/02/25	7/02/25	0/00/00

Serial No.	
------------	--

Order Comments:	REF: TRANSFER OF EQUIPMENT FROM TRUCK #4 - - ORIGINAL SANDER
-----------------	--

Build Instructions	F.O.B. LITCHFIELD, MN
--------------------	-----------------------

Qty	Part No.	Description	Price Ea.	Net Amt.
1		SERVICE JOB - T - Misc parts and labor for: Remove Used 9'6" FSS Dump Body, OSP 515E Hoist, Running Lights, Warning Lights, Pro-Tech 30" Toolbox w/mounts, Fenders, Swenson SELS-96L sander & controls/wiring from existing 60" chassis.	\$2,325.00	\$2,325.00
1	9900261	- Backup Alarm, PRECO model 1020, installed	\$410.00	\$410.00
1	9901572	- Tool Box Labor and install kit to INSTALL 24"-48" TOOL BOX	\$497.00	\$497.00
1	9901454	- INSTALLATION OF DUMP BODY & ELECTRIC HOIST, w/FMVSS 108 Lights & Rear Flaps	\$3,977.00	\$3,977.00
1	9904691	- INSTALLATION of (Initial) Single camera system or relocation of OEM	\$471.00	\$471.00
1		SERVICE JOB - T - Misc parts and labor for: Reinstall WIONSA Strobe lights in grille of new truck with wiring to switch in cab. Reconnect existing body strobe lights to wiring and switch in cab. Re-install Fenders.	\$1,628.00	\$1,628.00
1	9900775	- Hitch TMTE Medium Duty STD Hitch Plate assembly	\$687.00	\$687.00
1	9901172	- Hitch Installation of med duty hitch (Weld On) **NOTE: HITCH PLATE FACE TO BE LOCATED: _____ IN REFERENCE TO REAR TIRE FACE.	\$283.00	\$283.00
1	9900776	- Hitch PH-20 Pintle Hook installed	\$230.00	\$230.00
--- Continued ---				

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:

102



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Referen
QT

Section 4, Item i)

97013

**** QUOTATION ****

Ship To:	Cust:	3042	Phone:	Bill To:	Phone:
MINNETRISTA, CITY OF				MINNETRISTA, CITY OF	
7701 COUNTY RD 110 W				7701 COUNTY RD 110 W	
MINNETRISTA		MN 55364	USA	MINNETRISTA	MN 55364

ATTN: GARY PETERS 952-241-2532

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	7/02/25	7/02/25	0/00/00

Serial No.	
------------	--

1 9902494 - Hitch 7 Contact RV (flat pin) socket installed	\$230.00	\$230.00
1 9901112 - ICC BUMPER	\$232.00	\$232.00
1 9901113 - INSTALLATION OF ICC BUMPER	\$315.00	\$315.00
1 SPECIAL REQUEST - Special Request Charges for: Bolt-On ICC Bumper in lieu of standard	\$155.00	\$155.00
1 9901125 - Installation of SEL, SELS, RTEL, or RTELS Sander	\$2,085.00	\$2,085.00

Accepted by

Date

SIGN HERE

Price: \$13,525.00

Total Discounts:

Net Cost: \$13,525.00

Freight

Total: \$13,525

103

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

Section 4, Item i)

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

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Section 4, Item i)

96795

**** QUOTATION ****

Ship To:	Cust:	3042	Phone:	Bill To:	Phone:
MINNETRISTA, CITY OF				MINNETRISTA, CITY OF	
7701 COUNTY RD 110 W				7701 COUNTY RD 110 W	
MINNETRISTA	MN	55364	USA	MINNETRISTA	MN 55364

ATTN: GARY PETERS 952-241-2532

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	6/16/25	6/16/25	0/00/00

Serial No.	
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Order Comments: STATE OF MN CONTRACT
#257425

Build Instructions F.O.B. LITCHFIELD, MN

Other Instructions PAINTED CARBON STEEL BODY CONFIGURATION

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9901559	- Body 9'6" EDGE-FSC w/15" high 12 ga Fold-Down Sides, 21" high 10 ga Lever Top Pin release Tailgate, 40" high 10 ga Front & 3/16" Hardox-450 floor. S-T-T light on Front Headboard. Blasted, Primed & Painted. Cabshield, 12 VDC Tailgate release, & rear mudflaps included.	\$14,964.00	\$14,964.00
1	9901446	- Hoist TMTE 9' 515SF HOIST W/SUB FRAME, MOUNTING KIT, Dump angle: 45°, DOUBLE acting, W/rear hinge point & OSHA approved safety prop. LESS HYDRAULICS	\$3,875.00	\$3,875.00
1	9901455	- INSTALLATION OF DUMP BODY & HOIST FOR for CENTRAL HYD SYS, w/FMVSS 108 Lights & Rear Flaps	\$3,977.00	\$3,977.00
1	9901897A	- TMTE-6 (2) L32LAF TOP MOUNT LED STROBES, (2) 5VA02ZAD REAR STROBES W/GROMMETS INSTALLED (ALL AMBER)	\$1,703.00	\$1,703.00
2	9903685	- Light, Warning, Whelen WIONSMA, Amber LED, surface mount, Each, Installed	\$560.00	\$1,120.00
1	9906343	- Vane Pump & Hot-Shift PTO, FORD Gas, 2020 & Newer	\$6,187.00	\$6,187.00
1	9901086	- FORCE AMERICA AAF2010 Sys, w/VT15SS, & 5150EX-9F Control, Hyd Pkg - - to Run Hoist, Sander Auger, & Sander Spinner	\$10,379.00	\$10,379.00
1	9906284	- Installation of Electronic Controlled Hyd & control pkg with Hotshift Pto & Vane Pump configuration	\$3,343.00	\$3,343.00
1	9900261	- Backup Alarm, PRECO model 1020, installed	\$410.00	\$410.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:

108



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Referen
QT

Section 4, Item i)

96795

**** QUOTATION ****

Ship To:	Cust:	3042	Phone:	Bill To:	Phone:
MINNETRISTA, CITY OF				MINNETRISTA, CITY OF	
7701 COUNTY RD 110 W				7701 COUNTY RD 110 W	
MINNETRISTA	MN 55364	USA		MINNETRISTA	MN 55364

ATTN: GARY PETERS 952-241-2532

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	6/16/25	6/16/25	0/00/00

Serial No.	
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1 9901583 - Tool Box PRO-TECH 18" x 18" x 30" SINGLE DROP DOOR tool box	\$795.00	\$795.00
1 9901572 - Tool Box Labor and install kit to INSTALL 24"-48" TOOL BOX	\$497.00	\$497.00
1 9904691 - INSTALLATION of (Initial) Single camera system or relocation of OEM	\$471.00	\$471.00
**NOTE: MOUNTED ON _____, FOR _____ USAGE, WIRED AS _____		
1 9901171 - Fenders M1900 W/Brkts for 19.5" Installed	\$692.00	\$692.00
1 9900775 - Hitch TMTE Medium Duty STD Hitch Plate assembly	\$687.00	\$687.00
1 9901172 - Hitch Installation of med duty hitch (Weld On)	\$283.00	\$283.00
**NOTE: HITCH PLATE FACE TO BE LOCATED: _____ IN REFERENCE TO REAR TIRE FACE.		
1 9900776 - Hitch PH-20 Pintle Hook installed	\$230.00	\$230.00
1 9902494 - Hitch 7 Contact RV (flat pin) socket installed	\$230.00	\$230.00
1 9901112 - ICC BUMPER	\$232.00	\$232.00
1 9901113 - INSTALLATION OF ICC BUMPER	\$315.00	\$315.00
1 SPECIAL REQUEST - Special Request Charges for: BOLT-ON ICC BUMPER IN LIEU OF STANDARD	\$155.00	\$155.00
1 9900211 - Body acc dual split or 4-line sander manifold at rear	\$534.00	\$534.00
1 9900816 - Sander Swenson SADS-6 Stainless Steel Sander Complete	\$4,627.00	\$4,627.00
--- Continued ---		

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:

109



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Referen

Section 4, Item i)

QT 96795

**** QUOTATION ****

Ship To:	Cust:	3042	Phone:	Bill To:	Phone:
MINNETRISTA, CITY OF				MINNETRISTA, CITY OF	
7701 COUNTY RD 110 W				7701 COUNTY RD 110 W	
MINNETRISTA		MN 55364	USA	MINNETRISTA	MN 55364

ATTN: GARY PETERS 952-241-2532

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	6/16/25	6/16/25	0/00/00

Serial No.	
------------	--

1 9901718 - Sander Install & dual manifold RH & LH rear	\$1,507.00	\$1,507.00
1 9900823 - Sander TMTE Exterior (removable) sander/tailgate spill plates, Stainless Steel	\$624.00	\$624.00
1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele/Scissor Hoists, and all other items.		

Accepted by

Date

SIGN HERE

Price: \$57,837.00

Total Discounts:

Net Cost: \$57,837.00

Freight

Total: \$57,837

110

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

Section 4, Item i)

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Referen
QT

Section 4, Item i)

96794

**** QUOTATION ****

Ship To:	Cust:	3042	Phone:	Bill To:	Phone:
MINNETRISTA, CITY OF				MINNETRISTA, CITY OF	
7701 COUNTY RD 110 W				7701 COUNTY RD 110 W	
MINNETRISTA	MN 55364	USA		MINNETRISTA	MN 55364

ATTN: GARY PETERS 952-241-2532

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	6/16/25	6/16/25	0/00/00

Serial No.	
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Order Comments: STATE OF MN CONTRACT
#257425

Build Instructions F.O.B. LITCHFIELD, MN

Other Instructions **STAINLESS STEEL BODY CONFIGURATION**

Qty	Part No.	Description	Price Ea.	Net Amt.
1	1997228	- Body 9'6" EDGE-FSS w/15" high 12 ga SS Fold-Down Sides, 21" high 10 ga SS Lever Top Pin release Tailgate, 40" high 10 ga SS Front, & 3/16" Hardox-450 floor. S-T-T light on Front Headboard. Cabshield, 12 VDC Tailgate trip release, & rear mudflaps included. Mill finish, with underside blasted, seam-sealed, primed and painted gloss black.	\$15,096.00	\$15,096.00
1	9901446	- Hoist TMTE 9' 515SF HOIST W/SUB FRAME, MOUNTING KIT, Dump angle: 45°, DOUBLE acting, W/rear hinge point & OSHA approved safety prop. LESS HYDRAULICS	\$3,875.00	\$3,875.00
1	9901455	- INSTALLATION OF DUMP BODY & HOIST FOR for CENTRAL HYD SYS, w/FMVSS 108 Lights & Rear Flaps	\$3,977.00	\$3,977.00
1	9901897A	- TMTE-6 (2) L32LAF TOP MOUNT LED STROBES, (2) 5VA02ZAD REAR STROBES W/GROMMETS INSTALLED (ALL AMBER)	\$1,703.00	\$1,703.00
2	9903685	- Light, Warning, Whelen WIONSMA, Amber LED, surface mount, Each, Installed	\$560.00	\$1,120.00
1	9906343	- Vane Pump & Hot-Shift PTO, FORD Gas, 2020 & Newer	\$6,187.00	\$6,187.00
1	9901086	- FORCE AMERICA AAF2010 Sys, w/VT15SS, & 5150EX-9F Control, Hyd Pkg - - to Run Hoist, Sander Auger, & Sander Spinner	\$10,379.00	\$10,379.00
1	9906284	- Installation of Electronic Controlled Hyd & control pkg with Hotshift Pto & Vane Pump configuration	\$3,343.00	\$3,343.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:

115



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Referen

Section 4, Item i)

QT 96794

**** QUOTATION ****

Ship To:	Cust: 3042	Phone:	Bill To:	Phone:
MINNETRISTA, CITY OF			MINNETRISTA, CITY OF	
7701 COUNTY RD 110 W			7701 COUNTY RD 110 W	
MINNETRISTA	MN 55364	USA	MINNETRISTA	MN 55364

ATTN: GARY PETERS 952-241-2532

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	6/16/25	6/16/25	0/00/00

Serial No.	
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1 9900261 - Backup Alarm, PRECO model 1020, installed	\$410.00	\$410.00
1 9901583 - Tool Box PRO-TECH 18" x 18" x 30" SINGLE DROP DOOR tool box	\$795.00	\$795.00
1 9901572 - Tool Box Labor and install kit to INSTALL 24"-48" TOOL BOX	\$497.00	\$497.00
1 9904691 - INSTALLATION of (Initial) Single camera system or relocation of OEM	\$471.00	\$471.00
**NOTE: MOUNTED ON _____, FOR _____ USAGE, WIRED AS _____		
1 9901171 - Fenders M1900 W/Brkts for 19.5" Installed	\$692.00	\$692.00
1 9900775 - Hitch TMTE Medium Duty STD Hitch Plate assembly	\$687.00	\$687.00
1 9901172 - Hitch Installation of med duty hitch (Weld On)	\$283.00	\$283.00
**NOTE: HITCH PLATE FACE TO BE LOCATED: _____ IN REFERENCE TO REAR TIRE FACE.		
1 9900776 - Hitch PH-20 Pintle Hook installed	\$230.00	\$230.00
1 9902494 - Hitch 7 Contact RV (flat pin) socket installed	\$230.00	\$230.00
1 9901112 - ICC BUMPER	\$232.00	\$232.00
1 9901113 - INSTALLATION OF ICC BUMPER	\$315.00	\$315.00
1 SPECIAL REQUEST - Special Request Charges for: BOLT-ON ICC BUMPER IN LIEU OF STANDARD	\$155.00	\$155.00
1 9900211 - Body acc dual split or 4-line sander manifold at rear	\$534.00	\$534.00
--- Continued ---		

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Referen
QT

Section 4, Item i)

96794

**** QUOTATION ****

Ship To:	Cust:	3042	Phone:	Bill To:	Phone:
MINNETRISTA, CITY OF				MINNETRISTA, CITY OF	
7701 COUNTY RD 110 W				7701 COUNTY RD 110 W	
MINNETRISTA		MN 55364	USA	MINNETRISTA	MN 55364

ATTN: GARY PETERS 952-241-2532

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	6/16/25	6/16/25	0/00/00

Serial No.	
------------	--

1 9900816 - Sander Swenson SADS-6 Stainless Steel Sander Complete	\$4,627.00	\$4,627.00
1 9901718 - Sander Install & dual manifold RH & LH rear	\$1,507.00	\$1,507.00
1 9900823 - Sander TMTE Exterior (removable) sander/tailgate spill plates, Stainless Steel	\$624.00	\$624.00
1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele/Scissor Hoists, and all other items.		

Accepted by

Date

SIGN HERE

Price: \$57,969.00

Total Discounts:

Net Cost: \$57,969.00

Freight

Total: \$57,969

117

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

Section 4, Item i)

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

Cust Name: **City of Minnetrista**
 Contact: **Gary Peters**
 Phone: **952-241-2532**
 Fax:
 Dealership:
 Contact:

Configuration #:
 EQT005896_v1

Proposal Date: 6/19/2025

E-Mail:

Aspen Equipment, LLC. is pleased to offer the following proposal for your consideration

<u>Qty</u>	<u>Part/Spec Number</u>	<u>Description</u>	<u>Price</u>
1	3.137 UTWO810XL	Western 8'6"-11' Wide Out XL plow, Ultramount 2 Blade height 31" on Moldboard, 36" at ends Blade gauge is 14 GA steel Four (4) trip springs Eight (8) vertical ribs Pivot bar Power bar provides torsional strength Lift ram is 1-3/4" x 8" Angling rams are 1-1/2" x 10" Plow width at full angle: 7'11" Retracted Plow width at full angle: 10'6" Expanded Plow width at full angle: 9'6" Scoop Approximate weight of plow is 1,090lbs. 1/2" x 6" high carbon steel cutting edge 1/2" x 8" high carbon cutting edge on wings Disc Shoes are optional Poly blade guides	\$10,011.00
1	3.209 72525	Adder for NIGHTHAWK LED Headlight Kit, Complete	\$577.00

Important Note: Truck rating and compatibilty MUST be verified prior to plow installation
 State of Minnesota Contract 264954

Submitted by,		Budgetary Sub Total:	\$10,588.00
Mitch Buzzo 952-656-7133		Does not include Applicable Taxes	
		Budgetary Total:	\$10,588.00

* Equipment Specifications subject to change.

** Manufacture's Surcharges may be added to this proposal.

*** Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price.

Exhaust Systems: With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (i.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT, LLC. Due to evolving designs, Aspen Equipment, LLC. can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment, LLC. guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment, LLC. does not warrant that proposed products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment, LLC. will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of proposed products. Aspen Equipment, LLC. will make every reasonable effort to ensure that installations are completed without additional charges to the customer.

RESOLUTION NO. 68-25

**RESOLUTION APPROVING THE PURCHASE OF A 2026 FORD
F-550 REGULAR CAB/CHASSIS TRUCK**

WHEREAS, the City received the lowest quote from Morrie's Buffalo Ford in the amount of \$60,072.00 plus tax/title/license fees for one 2026 Ford F-550 Regular Cab/Chassis truck;

WHEREAS, the purchase of this vehicle was budgeted for in the 2025 Capital Improvement Plan (CIP) Equipment Fund and is within the budgeted amount of \$75,000.00 for this cab/chassis;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that they approve the purchase of one 2026 Ford F-550 Regular Cab/Chassis truck from Morrie's Buffalo Ford for the Public Works Street Department at a price of \$60,072.00 plus tax/title/license fees.

This resolution was adopted by the City Council of the City of Minnetrista on the 14th day of July 2025, by a vote of _____ Ayes and _____ Nays.

Mayor Lisa Whalen

ATTEST:

Ann Meyerhoff, City Clerk



CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION/DISCUSSION

Subject: Purchase of a Multiple Interactive Learning Objective System (MILO)

Prepared By: Craig Squires, Director of Public Safety

Meeting Date: July 14th 2025

When the Police Department was constructed, an area was dedicated to becoming a possible gun range. This area has remained empty since the opening of the Police Department. Staff studied the space and discovered that when the trap system is accounted for, the range would not be very long. A range is also expensive to build, operate, and maintain.

Staff began to search for alternative uses for this space. One idea was to use technology that can act as both a training tool and an electronic range. The benefit of this is that its purchase price is far lower than that of a firearms range, and the ongoing costs are also significantly lower. In addition, live ammunition is not used. This means there is no dangerous lead that needs to be cleaned up, and the cost savings from not having to purchase large amounts of additional ammunition.

Former Director Falls was introduced to the MILO System while attending a police conference, and further research on the system continued upon his return.

Of important note is that this system is far more than an electronic firearms range. It is a multi-faceted, instructor-led educational system. Some of the main goals of the system are to help officers improve their crisis management. Learning objectives such as de-escalation and situational awareness are common themes.

The system has over 1000 multi-branching scenarios. Many of these scenarios are very common in police work in any city. Some scenarios include training with people in mental health crisis, juvenile offenders, techniques to calm people with PTSD, and Autism. In addition, there are scenarios that increase cultural understanding and understanding of inherent bias.

The system also helps officers consider their surroundings while dealing with stress, distractions, and aids in understanding bystander awareness. There is resiliency training to help officers recalibrate their nervous system, which results in a more resilient officer.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Experts in constitutional law are part of the MILO team. As such, MILO has a software-embedded “knowledge base” that is a repository of legal information for students during training to help officers better understand the law and reduce liability.

MILO also assists with encouraging community policing and duty to intercede training.

MILO was developed using research-based technology. A Doctor of Educational Technology is on staff full time and conducts research with neuroscientists and behavioral health experts. The research team also includes law enforcement and military officers.

As part of the purchase price, MILO conducts on-site “train the trainer” training.

This means training staff will receive all the information needed at our Police Department to train fellow officers. The system can be set at different training levels depending on the officer’s experience. Proficiency levels can include beginner, novice, experienced, expert, and master. This system will help officers at all levels of experience become better and safer in their duties and thereby make the public safer.

As mentioned, besides the immersive training with scenarios, MILO can also be used for tactical skill-building and virtual firearms proficiency thereby improving shooting skills through various drills and exercises.

The total cost for the system was quoted on June 4th to be \$97,165.00.

MILO also offers an extended warranty for \$4858.25 per year.

The MILO System requires a much smaller footprint than a full range. This means the rest of the former range can be used for much-needed storage, as the PD has no large, dedicated storage areas.

The goal is to pay for the construction and the MILO system itself using public safety dedicated grant monies and drug task force monies, also dedicated to unbudgeted law enforcement purchases.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Recommended City Council Action: Motion to approve the purchase of the MILO Training System

Does Recommended Action meet City Mission Statement? ☒ Yes ☐ No
Does Recommended Action meet City Goals/Priorities? ☒ Yes ☐ No

Explain:

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.



MILO Range Theater 180

Interactive Judgment and De-Escalation Simulator

Proposal prepared for:

Minnetrista Public Safety Department

Attn: Craig Squires

Director of Public Safety

7651 County Road 110 W

Minnetrista, MN 55364


MILO RANGE THEATER 180 MULTI-SCREEN TRAINING SIMULATOR (Small Footprint, Custom Projection)

Item	Description	Qty.	Unit Price	Extended Price
1	MILO Range Theater 180 HD system with Multi-Directional Sound - MILO Rack mount CPU Station - <u>Instructor Station</u> with 2 LCD monitors for software control and real-time view of HD TAC camera - Desk and Chair for Instructor Station - Ceiling mounts <u>for front and rear projection</u> - Three HD Ultra Short-throw Projectors - 180-degree <u>borderless</u> screen (Small Footprint) - 8-device Laser Weapon & Flashlight Detection Modules - All Power and Video Cables - Keyboard and Optical Mouse - Multi-Directional Sound System - 950+ Multi-Branching Interactive Single Screen Scenarios are pre-loaded as well as 65+ skill-builder exercises - 75+ Multi-Screen Scenarios	1	\$89,245.00	\$89,245.00
	FREE Access to MILO Digital Scenarios New HD Scenarios as available	Inc.		
	Course Designer Program The Course Designer Program is editing software program that can be used to create lessons, tests and presentations for classrooms, auditoriums, and training rooms or for one-on-one instruction. Allows the user to utilize both high-definition digital video and computer graphics capabilities to create fully interactive training videos and/or graphics-based training environments. Customer can also create custom HD, multi-screen scenarios. <i>Includes GoPro 4K Camera for custom end-user scenario filming</i>	Inc.		
	Dry-Fire Laser Training Weapons <i>Includes two (2) SIRT Replica Glock 45 MOS Training Weapons</i>	Inc.		
	OC Spray Training Devices Laser modified OC spray training devices for less-lethal applications. Thumb or trigger activation. <i>Includes two (2) laser OC canisters</i>	Inc.		
	Low Light Training Program Allows the trainee to use real flashlight in-conjunction with his/her weapon for low light training. This system is non-lane based which allows for multiple users. <i>Includes two (2) MILO handheld flashlights</i>	Inc.		
	Trainee Action Capture (TAC) with Picture-in-Picture Video/Audio Debrief Audio and color HD video capture of trainee's actions in a scenario for immediate (or later) debriefing and review.	Inc.		
	Graph-X Targets Allows the user to utilize any of the Graph-X modules for Marksmanship, Shoot-house, Basic Targets and Range Practice includes 65+ interactive CGI skill-builder exercises	Inc.		



	Statistics and Management Allows user to manipulate the database information as to create individual and/or group statistics using relevant filtering criteria	Inc.		
	Baton/Punch/Strike Branching and Scoring Allows the trainer to manually branch the scenario while the trainee uses his actual baton or makes a strike. The system will branch and score the use of action as a baton strike.	Inc.		
	Delivery, Insurance and Standard 2-year Warranty	Inc.		
	Custom System Set-Up and Install at Customer Site (US Sales Only)	Inc.		
	System and Peripheral Training (US sales only) MILO will provide user training for up to 6 students at customer site. Training to occur separately from system setup/installation.	Inc.		
(A)	MILO RANGE THEATER 180 TRAINING SYSTEM TOTAL:			\$89,245.00

Optional Training Items Requested by Minnetrista Public Safety Department				
Item	Description	Qty.	Unit Price	Total Price
2	MILO Range Rail-mount Flashlight (TLR-1)	2	\$625.00	\$1,250.00
3	MILO Range Dry-fire Mantis AR Kit For use with AR platform weapon. Kit includes rechargeable magazine and bolt/charging handle replacement with MILO Range laser. <u>*Kit does not include weapon</u>	2	\$715.00	\$1,430.00
4	MILO M10 CEW Includes dual laser CEW weapon for use on the MILO Range	2	\$2,620.00	\$5,240.00
(B) REQUESTED OPTIONAL TRAINING ITEMS TOTAL:			\$7,920.00	

MILO Range Theater 180 System Sub-Total (A):	\$89,245.00
MILO Range Theater 180 Requested Options Sub-Total (B):	\$7,920.00
MILO Range Theater 180 System Total for Minnetrista Public Safety Department:	\$97,165.00

SUGGESTED OPTIONAL Training Product Additions			
Item	Description	Qty.	Pricing
1A	MILO Range WRK Recoil Kit- Pistol (Glock 45 MOS) Drop-In tether-less recoil kit with two (2) disposable CO2 magazines. No permanent modification to weapon required. <u>*Kit does not include weapon</u>	1	\$2,795.00
2A	MILO Range WRK Recoil Kit- AR/M4 Drop-In tether-less recoil kit with two (2) disposable CO2 magazines. No permanent modification to weapon required. <u>*Kit does not include weapon</u>	1	\$2,795.00
3A	MILO Range WRK Tabletop Refill Nozzle and Co2 Tank	1	\$1,045.00
4A	WRK Armorer's Kit for WRK Recoil Kits (AR/Pistol)	1	\$520.00
5A	MILO Range Refillable Magazines for WRK Recoil Pistol or AR	1	\$415.00



Suggested Extended Warranty Option for Minnetrista Public Safety Department

Item	Description	Qty.	Unit Price	Total Price
1A	Extended Bronze Warranty Coverage for Additional Years - Based on 5% of initial system cost plus peripherals - Bronze Warranty coverage is for 12 months - Warranty covers <u>all</u> items (excludes batteries and bulbs) - Bronze Warranty can be purchased in 1-Year Increments	1	\$4,858.25	\$4,858.25 Per Year

FAAC Standard Terms and Conditions of Sale

Quote Validity: 90 Days (All prices quoted in US Dollars)

Grant: 100% upon final acceptance or 30 days post-delivery, whichever comes first.

Government/GSA Funded: Upon completion or Performance based payments if applicable

Payment Terms: NET 30 from date of invoice

Accepted Payment Options: Check, Wire/ACH, Credit Card (3% surcharge will be added. MC/VISA, AMEX Only)

Termination for Convenience: If Buyer's order is canceled for any reason other than for Seller's default, Buyer is liable for all costs incurred at the time of cancellation to include order termination processing costs and restocking fees for any reusable components credited to Buyer's account

US Delivery Lead Time: Standard Production System: 90 DAYS ARO

US Delivery Location: FOB Destination, unless otherwise stated. Partial Shipment and Partial Invoice may occur.

Taxes (Domestic):

a) Prices quoted do not include local, state or federal taxes unless indicated otherwise

b) If this sale is subject to Use Tax, Buyer is liable for the tax and should make payment directly to its taxing authority. However, FAAC will collect Sales Tax for the following states: CA, FL, HI, IA, KY, MA, MI, NY, TN, UT, WA and WV.

c) If applicable, please include a copy of your tax exemption certificate or direct pay permit with your purchase order.

d) FOB Factory will be subject to 6% MI Sales Tax.

Warranty: 24 Months from date of Training (if Training is required) or Date of Equipment Delivery, unless otherwise stated in the purchasing contract or order.

GSA Pricing: If eligible, this proposal may contain both GSA and Open Market items. GSA items are identified with a GSA part number and are designated "GSA Item" in the Unit Price column. All other items are to be considered Open Market. Open Market items are allowed under circumstances set forth in FAR 8.402(f).

Cage Code: 3J401

Tax ID: 38-2690218

DUNS: 175204163

GSA Schedule: PSS/00CORP; Contract # GS-00F-332CA

FAAC requires buying agencies to submit a Purchase Order as a binding agreement for the items proposed herein. Purchase Orders must reference FAAC's proposal. Please address all orders to:

FAAC Incorporated

C/o Contracts Department

1229 Oak Valley Drive

Ann Arbor, MI 48108

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CITY OF MINNETRISTA
CITY COUNCIL AGENDA ITEM



Subject: Security System Quote Package Approval

Prepared By: Jasper Kruggel, City Administrator

Meeting Date: July 14, 2025

Issue: The City of Minnetrista's existing security camera system, updated in 2016, has reached its end-of-life. Staff have engaged City Council at multiple touchpoints on this project and are looking for approval to proceed to gather quotes for a system.

Overview: Public Safety and Public Works staff, along with Administration, have looked into multiple options for the replacement of our existing, outdated camera and security system at the City of Minnetrista. Multiple locations have been identified to have cameras replaced, and other essential areas have been identified to add cameras. Some of these additional areas are well sites, treatment plants, and other sensitive facilities the City owns and operates.

Staff is recommending proceeding with a quote package for the “Brivo System” that was presented to City Council on June 2nd. This cost of this system is estimated to cost less than the \$175,000 bidding threshold, and is recommending to proceed with quotes for the package.

Staff have identified at least two vendors in Minnesota that sell the Brivo components and will share the quote package directly with them. Staff will also post the quote package on the City’s website for any other vendor to provide a quote.

The funding for this project will be an equipment certificate, fundable through the various funds the cameras are associated. These funds include Water, Sanitary Sewer, Public Safety, and Facilities.

If approved, staff will solicit quotes for a period of two weeks, a provide an update and recommendation regarding the project at the August 4th City Council meeting.

Recommended City Council Action: Staff recommend City Council authorize a quote package to be developed and solicit quotes from qualified companies for a security system consisting of Brivo components and report back at the August 4th, 2025, City Council meeting.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

CITY OF MINNETRISTA
CITY COUNCIL AGENDA ITEM



Subject: Ordinance Amending Section 200.01 of the City Code Regarding Regular and Special Meetings

Prepared By: Jasper Kruggel, City Administrator

Meeting Date: July 14, 2025

Issue: City Council has directed staff to bring forward an ordinance allowing for more flexibility related to meeting start times for regular City Council meetings.

Overview: The attached ordinance updates section 200.01 of the Minnetrista City Code. A summary of those changes are below:

- Allowing City Council to notice the start time of a meeting using the normal meeting notice procedures.
- Requiring three members of the Council to call a special meeting. It should be two (that is all that is required by statute). If it is three, there is an issue with violating the Open Meeting Law (because three of them would have to get together to call the meeting and then there is a quorum of the Council discussing something outside of a meeting).
- Requiring the meeting to be moved to a Tuesday if there is a holiday on a Monday. Recently City Council moved these meetings to a Wednesday
- Allowing for the meeting to be closed if authorized by the Open Meeting Law (Minnesota Statutes Chapter 13D).

Recommended City Council Action: Staff recommend City Council consider approving the ordinance amending section 200.01 of Minnetrista City Code and directing staff to publish this amendment in the official newspaper.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

ORDINANCE NO. 500

CITY OF MINNETRISTA
COUNTY OF HENNEPIN
STATE OF MINNESOTA

AN ORDINANCE AMENDING SECTION 200.01 OF THE CITY CODE REGARDING
REGULAR AND SPECIAL MEETINGS

THE CITY OF MINNETRISTA HEREBY ORDAINS:

Section 1. The City Council of the City of Minnetrista hereby amends Chapter II, Section 200.01 of the Minnetrista City Code by adding the underlined material and deleting the ~~stricken material~~ as follows:

200.01. – Regular and special meetings.

Regular meetings of the council must be held on the first and third Monday of each month in the council chambers of the city hall at ~~7:00 p.m.~~ at a time determined by the council when the notice of the meeting is provided, unless otherwise specified by council resolution. ~~If Monday is a holiday the meeting will be held on the following day.~~ Meetings may be adjourned from time to time to a specified date or subject to the call of the mayor or any ~~three~~ two members of the council upon at least 12 hours’ notice to each member of the council and such other notice required by law. Meetings of the council must be open to the public unless authorized to be closed pursuant to Minnesota Statutes Chapter 13D.

Section 2. This ordinance shall take effect following its adoption and publication.

Adopted Date: _____, 2025.

Lisa Whalen
Mayor

Attest:

Ann Meyerhoff
City Clerk

(seal)

CITY OF MINNETRISTA
CITY COUNCIL AGENDA ITEM



Subject: Amending City Calendar for 2025

Prepared By: Jasper Kruggel, City Administrator

Meeting Date: July 14, 2025

Issue: The City Council is considering the approval of an amendment to section 200.01 of Minnetrista City Code, and if approved, the adopted City Calendar should also be updated.

Overview: Below are the remaining calendar updates for 2025 if section 200.01 of Minnetrista City Code is amended. Work Session meetings will start at 5:00 PM and Regular City Council meetings will start at 6:30 PM. Also, updates are the Parks Commission meetings, which will start on the fourth Monday of each month at 6:00 PM.

August 2025

- 4 – Work Session meeting 5:00pm / Regular City Council meeting 6:30pm
- 18 – Work Session meeting 5:00pm / Regular City Council meeting 6:30pm
- 25 – Parks Commission meeting 6:00pm/Planning Commission meeting 7:00pm

September 2025

- 1 – City Offices Closed, Labor Day Holiday
- 3 – Work Session meeting 5:00pm / Regular City Council meeting 6:30pm
- 14 – Work Session meeting 5:00pm / Regular City Council meeting 6:30pm
- 22 – Parks Commission meeting 6:00pm/Planning Commission meeting 7:00pm

October 2025

- 6 – Work Session meeting 5:00pm / Regular City Council meeting 6:30pm
- 20 – Work Session meeting 5:00pm / Regular City Council meeting 6:30pm
- 27 – Parks Commission meeting 6:00pm/Planning Commission meeting 7:00pm

November 2025

- 3 – Work Session meeting 5:00pm / Regular City Council meeting 6:30pm
- 11 – City Offices Closed, Veterans Day Holiday
- 17 – Work Session meeting 5:00pm / Regular City Council meeting 6:30pm
- 24 – Parks Commission meeting 6:00pm/Planning Commission meeting 7:00pm
- 27 – City Offices Closed, Thanksgiving Holiday
- 28 – City Offices Closed, Day after Thanksgiving Holiday

December 2025

- 4 – Holiday Tree Lighting

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

- 8 - Work Session meeting 5:00pm / Regular City Council meeting 6:30pm
- 24 – City Offices Closed; Christmas Holiday
- 25 - City Offices Closed, Christmas Holiday

Recommended City Council Action: Staff recommend City Council consider approving the updated City Calendar for 2025.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

City Council work session (5:00pm) and regular meeting (6:30pm)
 Parks Commission 6pm
 Planning Commission 7pm

EDA Meeting
 Recycle Day
 Trista Day
 Holiday Tree Lighting Event

Holiday- Offices Closed

2025

City Council

January						
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March						
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April						
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May						
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September						
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October						
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November						
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December						
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CITY OF MINNETRISTA
CONSENT AGENDA ITEM



Subject: Request to Approve an Offer of Employment for Paula Bauman as Assistant City Administrator

Prepared By: Jasper Kruggel, City Administrator, on behalf of the Personnel Committee: Councilmember Cathleen Reffkin, Councilmember Peter Vickery

Meeting Date: July 14, 2025

Issue
The City Council is being asked to approve an offer of employment for Paula Bauman as Assistant City Administrator, filling the current vacancy.

Overview
Due to the vacancy at the Assistant City Administrator position, the position was posted, and applications were received. A total of 25 applications initially came in; there were five individuals interviewed by staff and the Personnel Committee. The full City Council along with Public Safety Director Squires then interviewed the top two candidates. Paula Bauman was selected by the group as the preferred candidate, and the City Council directed City Administrator Kruggel to extend an offer of employment.

Paula Bauman, currently the Administrative Services Director for the City of Delano, a Delano employee for nearly 25 years, has accepted a conditional offer of employment with the City of Minnetrista for the position of Assistant City Administrator.

At tonight’s City Council meeting, we are asking the City Council to approve this conditional offer of employment (Attachment A) contingent upon Ms. Bauman’s successfully completing a background investigation and psychological evaluation.

Summary
On behalf of the Personnel Committee, we are asking for approval of this conditional offer of employment at tonight’s City Council meeting. We expect Paula to join our staff around the middle to the end of August 2025.

Recommended City Council Action: The Personnel Committee recommends approval of the full offer of employment for Paula Bauman as Assistant City Administrator with the City of Minnetrista, based on successfully completing all aspects of the conditional offer of employment.



Municipal
7701 County Road 110 West
Minnetrista, MN 55364-9552
Email: minnetrista@ci.minnetrista.mn.us

July 10, 2025

Paula Bauman
1450 Fox Meadow Drive
Delano, MN 55328

Dear Paula-

This is a conditional offer of employment for the Assistant City Administrator position with the City of Minnetrista. Final approval of your hiring will be granted by the Minnetrista City Council at a future City Council meeting, but this conditional offer allows us to continue with the final steps of the hiring process.

A few additional items need to be successfully completed, including a complete background investigation to our satisfaction, reference check, and a credit check.

City of Minnetrista is offering you a starting rate of \$66.34 per hour (\$137,988.64 annually) which is a grade 11 step 5 of the 2025 Pay Plan, plus a full benefit package that begins on the first day of employment. You will accrue paid time off at the nine years of service threshold (220 hours per year,) with 40 hours in your paid time off bank on your first day of employment. The position is an exempt, non-union position.

In accordance with the City of Minnetrista's personnel policy, you will undergo a performance review annually and be eligible for increases in accordance with the approved pay plan.

We look forward to you completing these final steps and joining our staff in the City of Minnetrista.

Sincerely,

Jasper Kruggel
City Administrator