



CITY COUNCIL WORK SESSION AGENDA

May 18, 2026 at 5:00 PM

7701 County Road 110 West Minnetrista, MN 55364

Pursuant to Minnesota Statutes, section 13D.02, one or more council members may participate remotely.

1) CALL TO ORDER

2) DISCUSSION ITEMS

- a) 2027 Street Improvement Project Scoping
- b) Bosma Property Update
- c) Utility Bill Process Analysis
- d) Update of Boulevard Tree Replacement in Hunters Crest and Discuss Potential Cost Share for Replacement of Ash Trees Removed

3) 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



CITY COUNCIL WORK SESSION ITEM

Subject: Future Street Improvement Projects

Prepared By: Alyson Fauske, PE (MN), City Engineer

Meeting Date: May 18, 2026

Attachments: Potential 2027 Street Project Areas

Background:

During past discussions a budget of \$600,000 to \$700,000 for street improvements was mentioned for 2027. After consulting with Public Works, below are areas that City Council may want to consider for the 2027 Street Improvement Project. Public Works has also provided the recommended budget for each area (street costs only, including contingency and indirect costs).

Painter Road, Painters Creek Drive, Painters Circle: \$1.1 million

- Built in 1993
- The 2024 PCIs were 71, 65, and 55.
- Pavement Cores obtained in 2022 indicate that the street has deteriorated to a point where full depth removal and replacement or a full depth reclamation be performed.
- The area is not within the Municipal Urban Services Area (MUSA) and sewer and water are almost ½ mile away, therefore extension of sewer and water is not recommended.

Ridgewood Cove: \$285,000

- Built in 1973
- The 2024 PCI was 43.
- Pavement Cores obtained in 2022 indicate that the street has deteriorated to a point where full depth removal and replacement or a full depth reclamation be performed.
- The area is within the MUSA and is served by city sanitary sewer. The first 150’ of Ridgewood Cove east of CR 110 contains water main. A full depth removal and replacement or a full depth reclamation is expected to last several decades, therefore staff recommends that City Council consider extending the watermain.
- If watermain installation is considered, the traditional open cut installation method requires reconstruction of the street. Watermain can be installed using trenchless technology however this costs more than the traditional open cut

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installation and open cuts are still necessary to install water services. The council can request that the feasibility report include an opinion of probable cost for each option.

Marina Drive: \$250,000

- Built in 1995
- The 2024 PCI was 46.
- Based on the PCI a full depth reclamation is anticipated. Pavement cores are recommended to confirm.
- Sewer and water have not been installed to serve the four lots within Sunnyfield Addition Two. The development plan shows extending the utilities from Langewood Drive, therefore extension of sewer and water is not anticipated.

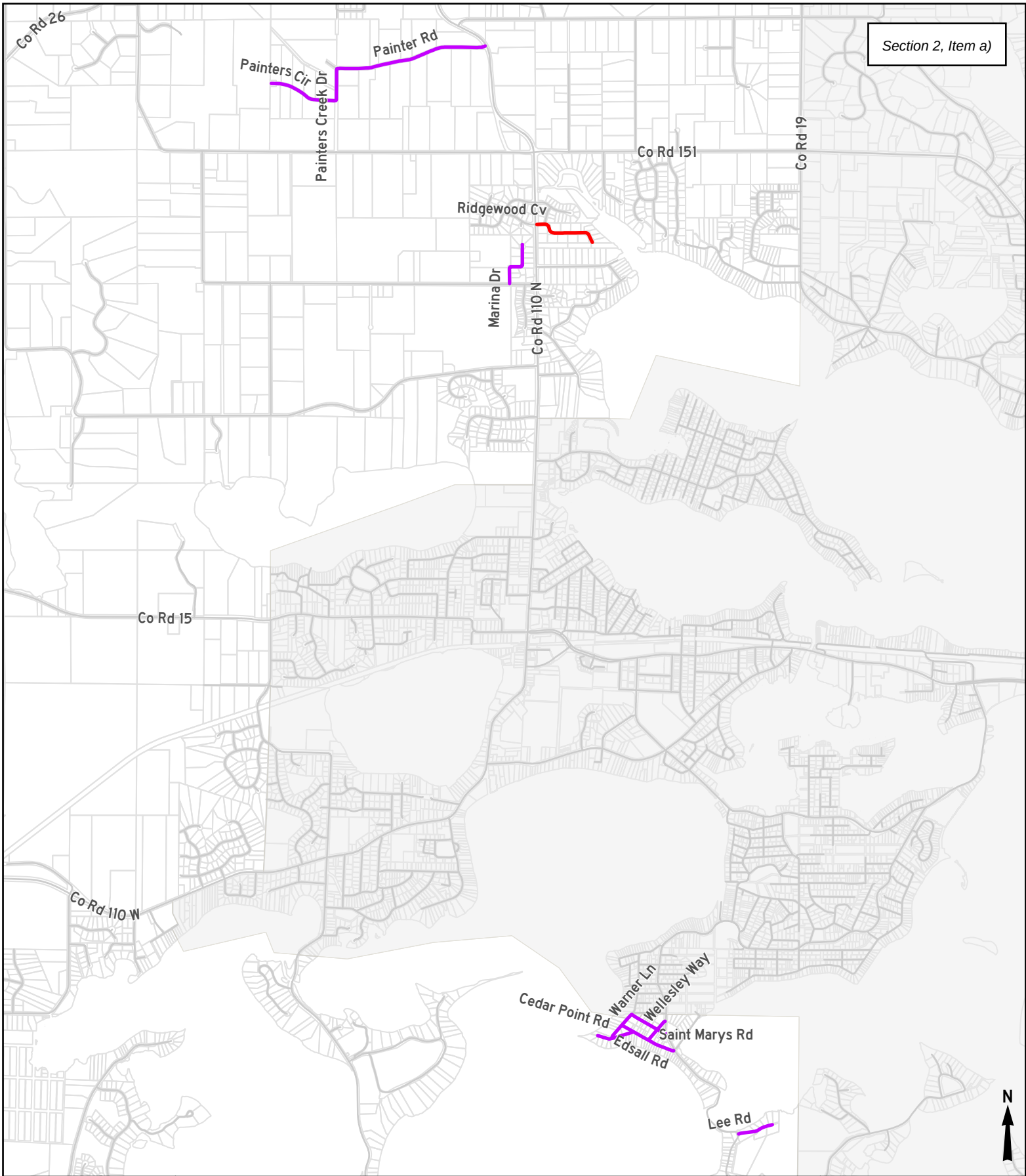
The Island (except for Tuxedo Road and Enchanted Lane): \$720,000

- Built in 1973
- The 2024 PCIs range between 43 and 67, with an average PCI of 48.
- Based on the PCI a full depth reclamation is anticipated. Pavement cores are recommended to confirm.

Staff will be present at the work session to discuss the proposed scope of the 2027 project.

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Section 2, Item a)

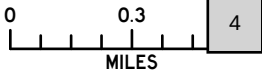


7701 COUNTY ROAD 110 WEST
MINNETRISTA, MN 55364

2027 PAVEMENT IMPROVEMENT PROJECT LOCATIONS

MINNETRISTA, MN

 FDDR
 FDDR/WATER



CITY OF MINNETRISTA

CITY COUNCIL AGENDA ITEM



Subject: 9550 West Hill Road Nuisance Discussion

Prepared By: Jasper Kruggel, City Administrator
Craig Squires, Director of Public Safety

Meeting Date: May 18, 2025

Issue: The Minnetrista Police Department and Building Department Officials gained consent to access the property at 9550 West Hill Road to inventory items on site for future consideration of a nuisance declaration and potential nuisance abatement order.

Overview: On April 17th the Minnetrista Police Department and Building Department Officials we able to access the property at 9550 West Hill Road. The City of Minnetrista has received a complaint about the property, and both criminal and civil investigation have ensued. The criminal complaint is in process and is more related to vehicles that are non-operable and unregistered. The civil investigation is tied to [Section 1510 – Public Nuisances](#) in the Minnetrista City Code.

From Chapter 1510.03 and 1510.05 of the Minnetrista City Code, below are the definitions of public nuisances:

510.03. - Definitions.

The following words, when used in this chapter, shall have the meanings ascribed to them:

Garbage means all putrescible animal, vegetable or other matter, including the cans, containers, or wrappers wasted along with such materials.

Rubbish means all non-putrescible wastes such as wood waste, tree trimmings, shavings, paper, rags, clothing, soil, plaster, glass, ashes, tin cans and other metal products, plastics and any other debris, whether combustible or non-combustible.

1510.05. - Additional public nuisances defined.

It is hereby declared to be a public nuisance to permit, maintain, cause, deposit, or harbor any of the following:

Subd. 1. Diseased animals, fish or fowl, wild or domestic, whether confined or running at large.

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Subd. 2. Carcasses of animals, fish or fowl, wild or domestic, not buried or destroyed within 24 hours after death.

Subd. 3. Garbage not stored in rodent free and fly-tight containers, or garbage stored so as to emit foul and disagreeable odors, or garbage stored so as to constitute a hazard to public health.

Subd. 4. Accumulations of rubbish as defined herein.

Subd. 5. The dumping of any effluent, garbage, rubbish, wastewater, fuel, oil, lubricant or other noxious substance upon public or private property.

Subd. 6. Any open well, pit, excavation, structure, barrier or other obstruction which endangers public health, safety or welfare.

Subd. 7. The pollution of any public or private well or cistern, any public stream, lake, canal, or body of water by effluent, garbage, rubbish or other noxious substance.

Subd. 8. Any noxious weeds, or any other vegetation which is maintained in violation of Minn. Stats. § 18.75 to 18.91, as may be amended from time to time.

Subd. 9. The emitting or production of dense smoke, noxious fumes, gases, soot, cinders or sparks in unreasonable quantities.

Subd. 10. Accumulation of disused furniture, appliances, machinery, automobiles, trucks, buses, light and heavy equipment, semi-trucks, fire trucks, ambulances, boats, other emergency response vehicles, trailers, recreational vehicles, and any other related vehicles or equipment and parts thereof, and freight or cargo containers of any kind, which may become a harborage for rats, snakes or vermin, or which may be conducive to fire, or which endangers the health, safety or welfare of the public, or which leads to a blighting condition in a particular neighborhood.

Subd. 11. Accumulations of animal waste, litter or manure which pose a risk of pollution of ground or surface waters or which endanger public health, safety or welfare.

Subd. 12. Any motor vehicle which is not currently licensed in Minnesota or any other state, or which is not in operable condition, or which is partially dismantled, or which is used for the sale of parts, or as a source of repair or replacement parts for other vehicles, or which is kept for scrapping or dismantling or salvage of any kind, or any abandoned vehicle as that term is defined in Minn. Stat. Section 168B.011, subdivision 2.

Subd. 13. Maintenance of grass or weeds on a property at a height of more than ten inches, except:

- (a) On those portions of a property actively farmed or used for agricultural purposes;
- (b) On residential properties one acre or larger in size and located in the R-1, R-2, R-2(a), R-3, R-5, RDB, A, AP, and SDD zoning districts, except that those portions of such

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properties that are maintained as lawn shall be kept in compliance with the above standard;

(c) On residential properties, on slopes in excess of 3:1; wetlands; wetland buffers; areas maintained in prairie or other native vegetation; or areas subject to a conservation or similar easement; and

(d) Publicly owned parks, trails or nature areas.

Subd. 14. Any condition whereby any fuel, oil, fluid, or other substance is allowed to leak from any motor vehicle and leech into the ground.

Subd. 15. Violation of any provision of the city code related to the keeping of or care of animals.

Subd. 16. Any condition which creates excessive exterior storage resulting in a blighted condition of a property, or which is open and obvious to neighboring properties or to the general public from public areas.

Subd. 17. Anything else declared to be a nuisance by Minnesota Statute or by the Minnetrista City Code.

Below are links to videos of the site:

[Bosma Exterior Property Video](#)

[Bosma Interior Property Video](#)

Next Steps:

Minnetrista Police Department staff will be available at the work session for any questions, along with City Attorney Sarah Sonsolla.

Staff are seeking direction on next steps regarding the nuisance complaint at 9550 West Hill Road. If City Council feels this property meets the criteria in Section 1510 of Minnetrista City Code to declare this property a public nuisance, City Council may direct staff to draft a nuisance declaration, and subsequent nuisance abatement order for a future City Council meeting.

The property owner has been invited to this meeting in hopes of receiving an update on progress and a potential timeline for cleaning up.

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MINNETRISTA POLICE DEPARTMENT

INCIDENT REPORT

7651 County Road 110 W.
Minnetrista, MN 55364
Phone: (952) 446-1131

ICR# 26001118		AGENCY ORI# MN0272800		JUVENILE:																														
INCIDENT	Reported: 03-19-2026 0923 Committed Start: Committed End: Title: Nuisance Property 4/17 Short Description: Property has numerous ordinance violations and has not made progress despite attempts. See supplement Location(s) Address: 9550 West Hill Road City: Minnetrista State: MN Zip: 55388 Country: US																																	
	OFFICERS <table border="0"> <tr> <td>Officer Assigned: Wegner, Ryan</td> <td>Badge No: 123</td> <td>Primary: No</td> </tr> <tr> <td>Officer Assigned: Cummings, Patrick</td> <td>Badge No: 128</td> <td>Primary: Yes</td> </tr> <tr> <td>Officer Assigned: Hintz, Nathan</td> <td>Badge No: 129</td> <td>Primary: No</td> </tr> <tr> <td>Officer Assigned: White, Brandon</td> <td>Badge No: 131</td> <td>Primary: No</td> </tr> <tr> <td>Officer Assigned: Carlson, Brad</td> <td>Badge No: 61</td> <td>Primary: No</td> </tr> <tr> <td>Officer Assigned: Griggs, Chad</td> <td>Badge No: 130</td> <td>Primary: No</td> </tr> <tr> <td>Officer Assigned: Therres, Jake</td> <td>Badge No: 136</td> <td>Primary: No</td> </tr> <tr> <td>Officer Assigned: Dwinell, Chase</td> <td>Badge No: 141</td> <td>Primary: No</td> </tr> <tr> <td>Officer Assigned: Brown, Josh</td> <td>Badge No: 140</td> <td>Primary: No</td> </tr> <tr> <td>Officer Assigned: Ewald, William</td> <td>Badge No: 62</td> <td>Primary: No</td> </tr> </table>					Officer Assigned: Wegner, Ryan	Badge No: 123	Primary: No	Officer Assigned: Cummings, Patrick	Badge No: 128	Primary: Yes	Officer Assigned: Hintz, Nathan	Badge No: 129	Primary: No	Officer Assigned: White, Brandon	Badge No: 131	Primary: No	Officer Assigned: Carlson, Brad	Badge No: 61	Primary: No	Officer Assigned: Griggs, Chad	Badge No: 130	Primary: No	Officer Assigned: Therres, Jake	Badge No: 136	Primary: No	Officer Assigned: Dwinell, Chase	Badge No: 141	Primary: No	Officer Assigned: Brown, Josh	Badge No: 140	Primary: No	Officer Assigned: Ewald, William	Badge No: 62
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NAMES	Involvement: Property Owner Name: Bosma, Robert Reinhart DOB: 06-30-1938 Age: 87 Sex: M Race: Height: 509 Weight: 242 Address: (Residence) 9550 W Hill Rd City: Watertown State: MN Zip: 55388-9614 Country: Phone: (Home) (952)446-1841 Phone: (Cell) (612)570-1026 Eye Color: BLU ID Number(s) ID Type: Drivers License ID #: R868197351922 State: MN Year: Class: A																																	

Supplemental Report

ICR: 26001118

Last Modified: 03-19-2026 1345

Title: Civil Nuisance Property - DC Cummings

Created By: Patrick Cummings

The property at 9550 West Hill Road in the City of Minnetrista has long been a nuisance problem. This has been an ongoing problem that has worsened over several years. The property is in numerous violations of city ordinances to include but not limited to Minnetrista Ordinance 1510.01 Subd. 1, 3, 4, 14 & 16, Minnetrista Ordinance 925 and despite multiple efforts to get the property owners to clean up the property and be within city codes, the property continues to be a nuisance problem and seems to worsen regularly. The property is owned by Robert Bosma and his sons frequently are at the property.

On March 30, 2025, CSO Carlson and the MPSD started a new criminal process for the ordinance violations (See related ICR 25002146 for details). In this related case, officers had been to the property to observe and document violations on multiple occasions. On 04/30/2026 CSO Carlson and Officer Griggs walked the property. They observed numerous violations, which were caught on body worn camera, and advised Robert that he had 30 days to fix the violations. On May 29, 2025, CSO Carlson returned to the property and realized there was no progress made. In this instance they took and documented 29 different photographs showing violations. CSO Carlson went to the property again on 07/10/2025 and once again there was little to no progress made and there were still countless violations upon the property. In this case, there were 18 more photographs taken and documented showing violations. On this last occasion officers were not allowed to walk and observe the entire property. While documenting violations on the portion of the property they were allowed access to, permission to be on the property was denied and Robert requested officers to leave the property.

After being denied access to the property and the property being in numerous violations of city ordinances, the case was sent to the city attorney for review of charges. This case is still being litigated in the courts on the criminal procedure.

As of mid-March 2026, you can observe by driving by the residence on West Hill Road that the property is still in numerous violations. The city has also continued to receive multiple complaints by multiple citizens regarding the property. The city has decided to take a civil approach along with the criminal proceedings. I requested Detective Wegner to contact Robert and request permission to observe, photograph and document the entire property.

PENDING...

Supplemental Report

ICR: 26001118

Last Modified: 04-20-2026 0823

Title: Conversations with Mr. Bosma - Detective Wegner

Created By: Ryan Wegner

On March 18th, 2026, I (Detective Wegner) was tasked with calling the property owner of 9550 West Hill Road in the City of Minnetrista by Deputy Chief Cummings. The property owner was Robert Reinhard Bosma - DOB: 06/30/1938.

I was advised that members of the Police Department were seeking permission from Mr. Bosma to document the condition of his property for a civil proceeding. I was advised that this documentation would likely take many hours. The date that was chosen due to staffing levels was April 8th.

On March 19th, I called Mr. Bosma at the cell phone number we had on file for him (612-570-1026). There was no answer and the message indicated the voicemailbox was not set up.

I then called the home phone number we had on file for Mr. Bosma (952-446-1841). The line appeared to be disconnected.

A short time later I received a call from Mr. Bosma's cell phone number on my desk phone.

I spoke with him and relayed our request to him. I made it clear that we would likely be there for an extended period of time. Mr. Bosma indicated he was in the process of cleaning up the property and stated he was having difficulty recently due to items being frozen to the ground.

Mr. Bosma ultimately said he would have to speak with his attorney about this request, and he would get back to me. I told him I would be happy to speak with his attorney about the matter as well.

I stepped out of my office for a short period of time and when I returned I found I had a missed call from Mr. Bosma's cell phone number. I called him back and he requested my name so he could give it to his attorney. I told him the number he was calling was my desk phone.

Mr. Bosma was polite each time I talked to him.

All of the above conversations were digitally audio recorded. There are two different files which were attached to LETG. See recordings for full details.

As of March 25th I hadn't been contacted by Mr. Bosma. I called his cell phone and spoke with him. Our conversation was recorded and is attached to LETG.

Mr. Bosma advised that he hadn't called his Attorney yet and was going to do that today. I reminded him of the April 8th date that we were requesting and told him I'd wait to hear from him.

Mr. Bosma indicated he was actively cleaning up the property and they were making progress.

He was polite and pleasant to talk to.

See recording for full details.

A couple hours later Mr. Bosma called back and left a message while I was out of my office. I called him back and he indicated he tried to call his Attorney a few times and received a fax sound. He confirmed my number and said he would keep trying to contact his Attorney and get back to me.

On March 26th, I called and spoke with Mr. Bosma on his cell phone number. Our conversation was recorded and is attached to LETG.

I inquired if he was able to get in contact with his Attorney. He was surprised that his Attorney hadn't called me and said he had called him yesterday and left a message for him to call me. He also called and spoke with his Attorney's Administrative Assistant and spoke with her about this matter.

On April 2nd, I was out of the office and received the attached email notifying me that I received a voice message from an Attorney who said he represented Mr. Bosma. The Attorney's name was Daivid Schultz and his cell phone number is 612-270-6977. I forwarded this information to Depuy Chief Cummings.

END

Supplemental Report

ICR: 26001118

Last Modified: 04-20-2026 0822

Title: Follow Up - DC Cummings

Created By: Patrick Cummings

On April 2, 2026, Detective Wegner (who was off this day) advised he received a voicemail from David Schultz (612-270-6977), indicating to be Robert's attorney. At approximately 1500 hours I called David and received a voicemail. I advised David that we were inquiring about getting consent to observe the entire property, preferably on April 8, in order to photograph any ordinance violations. I requested a call back.

Eventually David called back and spoke with Detective Wegner. We were given consent to walk and document the property. It was agreed upon a date of 4/18/26. See Det. Wegner report for details.

On April 16, 2026 I received a phone call from Bob's attorney, David. David advised that he was no longer going to be at the property at 0800 hours on the 17th but would be there mid-morning. David asked if we could push the date back a couple weeks. I advised David that we can't continue to push the date back. David said he understood and that we still had consent to go on the property and that he would talk to Bob.

On April 17, 2026 the following people briefed this situation at the MPSD: Myself, Det. Wegner, Det. White, Sgt. Griggs, Ofc. Hintz, Ofc. Dwinell, CSO Carlson, CSO Ewald and city officials Nick Olson and Robert Goodman. At approximately 0830 hours we began to depart the PD to Bosma's residence and received a phone call from Bob. Detective Wegner and I spoke on the phone with Bob. The following is a summary of our conversation:

Bob was very worked up and animated. Bob wanted this situation pushed back to the July 1. Bob stated he was upset with the city and was going to sue the city. Bob stated this was all "fucking bullshit" and he was pissed. Bob wanted to know how many people would be coming. I explained to Bob that we had 10 individuals and the plan was to take pictures and document the items on the property. Bob was upset with this and stated it should only take 2 individuals and just a couple minutes. We explained to Bob what we needed to do, that his property was large, and that there are clearly numerous violations that needed to be documented. After a lengthy conversation Bob revoked consent and stated we could potentially come to the property at 10:30 when his attorney showed up.

Det. Wegner and I then contacted Bob's attorney and explained the situation to him. David stated he would call Bob and talk to him as he had talked to him earlier this morning and Bob was still consenting. A brief time later David called back and stated that we could go to the property and that Bob was consenting.

At approximately 0930 hours we went to the residence, 9550 West Hill Road. I had some conversations with Bob who was pleasant and consenting to us being on the property. I explained to Bob that there were numerous violations on the property and he agreed.

See officer's supplements for details regarding photographs.

I walked the interior property and took two videos. I took one video that was the exterior path of the property and another video that was the interior. I uploaded the two videos to a USB and attached it to this case file. A separate USB will be created including the two videos as well as all the photographs for council.

END...

Supplemental Report

ICR: 26001118

Last Modified: 04-20-2026 0822

Title: Conversation with Mr. Bosma's Attorney - Detective Wegner

Created By: Ryan Wegner

On April 6th, 2026, I called and spoke with Mr. Bosma's Attorney (Mr. Schultz). Our conversation was recorded and is attached to LETG.

I advised Mr. Schultz of the City's civil proceeding with the property and our request to document the property. I told him that we'd like an answer by the 10th. I advised him that ideally, we'd like to do the documentation on Wednesday April 8th. Citing higher than normal staffing levels so we could get it done as quickly as possible as it would likely take several hours.

I also told him that if we were denied access or no answer was received the City would attempt to gain access to the property via Minnesota Rule 1300.0110 Subp. 7.

He said he'd have to look into the rule and talk to Mr. Bosma and would get back to me.

Mr. Schultz was polite, pleasant to talk to and seemed to indicate there would be no reason to not give consent to the documentation.

On April 8th, I received a call from Mr. Schultz. Deputy Chief Cummings was also present for the call.

Mr. Schultz advised that Mr. Bosma would consent to having us document his property. He said that day would not work for Mr. Bosma though so he could not honor that request.

A tentative date of Friday, April 17th was decided on as it worked the best with everyone's schedule.

PENDING

Supplemental Report

ICR: 26001118

Last Modified: 04-17-2026 1218

Title: Nuisance Property Walk Through - 8111

Created By: Brandon White

On April 17th, 2026, at approximately 0930 hours, I, Detective White, assisted Minnetrista Police Department with a walk-through/information gathering of Robert Reinhart Bosma's property, 9550 W. Hill Road in the City of Minnetrista.

I was partnered with Minnetrista Community Service Officer (CSO) Ewald. We were assigned to start at the south (middle of property) end of the property and then document north until we came to a "T" intersection then document east of the intersection. CSO Ewald took photographs of the property while I took notes on each photograph. During the time we were documenting the property I was wearing clothing that clearly stated "Police" and had my Minnetrista body worn camera (BWC) on.

When we arrived we were met by Robert Bosma (Bob). We greeted Bob, spoke with him and then started documenting the property. We started at the gate located off of W. Hill Road and just east to the house entrance. We took photographs of the property at the south end and continued to take photographs as we made our way north. Once we made it to the most northern pint of the property ("T" intersection) we headed east and continued taking photographs. Once we finished taking photographs of the northeast portion of the property we returned to the "T" and headed west, continuing to take photographs. Once we were finished documenting the property we met with other Minnetrista Officers, Bob and his son (Robert). We then cleared.

While we were photographing the property we saw many disabled trucks, utility trucks, cars boats and recreational vehicles. Some of the vehicles were registered but the majority of vehicles that we saw were inoperable. There were many metal containers that were rusted out and couldn't be used. We saw many boats and boat lifts on the property. There were many disable construction vehicles on the property such as, Bobcats, tractors and a boom truck. There was a large inoperable car crusher on the property. There were multiple trailers on the property, horse, flat bed, and covered. Throughout the entire property there is material that was rusted or obviously junk. There were piles of tires, wires, rusted metal, household items and miscellaneous equipment. Much of the materials were piled on top of each other and appeared to be damaged or junk. On the property was many sheds (large and small) that appeared to be collapsing.

Once we returned to the MPSD my BWC was downloaded along with all the photographs taken by CSO Ewald. When reviewing the photographs of the property CSO Ewald and took photographs 75 through 160.

Clear...

Supplemental Report**ICR:** 26001118**Last Modified:** 04-17-2026 1217**Title:** Nuisance Property - Hintz #129**Created By:** Nathan Hintz

On 04/17/2026 around 0800 hours, I, Officer Hintz, assisted with a nuisance property at 9550 West Hill Road. I was assigned to take several photos of the property which had numerous piles of junk and trash on it.

I was with CSO Carlson who was the scribe and notating each picture. I took 52 pictures in total. The pictures are listed in the report beginning with 22 and ending with 74. The area I was assigned to with the middle northwest section of the property which is directly behind the large red barn, and I worked my way from the north end of the property to the south end of the property.

All images taken included countless piles of scrap metal, tires, junk, junked / abandoned vehicles, hazardous items such as batteries and general trash.

CSO Carlson entered each image into this report and Deputy Chief Cummings uploaded my BWC to a USB.

End Supplement.

Supplemental Report

ICR: 26001118

Last Modified: 04-17-2026 1318

Title: Nuisance Property

Created By: Chad Griggs

On 04/17/2026 at approximately 0930 hours I, Sgt. Griggs, of the Minnetrista Public Safety Department (MPSD) along with several other MPSD officers and city employees, assisted with a documentation detail regarding a nuisance property at 9550 West Hill Rd.

I was partnered with Minnetrista city employee Robert Goodman, and we were assigned to photograph and document junked vehicles and debris in violation of Minnetrista city ordinance on the east side of the property. We entered from the east driveway and followed it all the way to the north end of the property. We observed many disabled or inoperable cars, trucks, boats, trailers and scrape metal. We photographed and documented the items along this path. Once completed we were assigned to the northwest corner where we documented a small section.

The following are descriptions of the photographs.

(East side trail)

- 001 - Fleetwood RV, expired registration.
- 002 - Chrysler Sebring Touring, expired registration.
- 003 - Red Chevrolet truck, expired registration and Ford tractor.
- 004 - Ford Focus, Chevrolet F700 tree trimming truck, expired registration.
- 005 - Skylark Bristol RV, utility trailer.
- 006 - Horse trailer. No registration.
- 007 - RV Trailer, lifetime registration, inoperable.
- 008 - Boat lift, miscellaneous junk.
- 009 - Enclosed trailer, expired registration, utility trailer, woodchipper, miscellaneous junk.
- 010 - (2) Semi-trailers filled with junk, tires, scrap metal, inoperable.
- 011 - Flat bed trailers with scrap metal.
- 012 - Truck bed campers, white Chevrolet truck, expired registration.
- 013 - ATV, trailer, canoe with no registration, stove, mattresses
- 014 - (4) boat trailers, no registration
- 015 - Aluminum boat with no registration, goose neck trailer with no registration.
- 016 - Well craft boat, horse trailer, no registration
- 017 - Farm implement

(Northwest corner)

- 018 - Scrap piles, Ford Ranger with expired registration, Dodge Dakota with expired registration, (2) campers
- 019 - Metal scrap, (2) trailers
- 020 - Log piles, miscellaneous junk.
- 021 - John Deer lawn mower, snowplow.

All photographs were attached to this report and listed by number as shown above.

Body-worn camera active.

Supplemental Report

ICR: 26001118

Last Modified: 04-20-2026 0821

Title: Property Documentation - Detective Wegner

Created By: Ryan Wegner

On April 17th, 2026 at 0800 hours, I (Detective Wegner) was assigned to assist with documenting city ordinance violations at the property owner's (Mr. Bosma's) property at 9550 West Hill Road in the City of Minnetrista. Several other Officers and City Staff members were planning to get to Mr. Bosma's property at 0830 hours.

Mr. Bosma called and left a message for me around 0820 hours (attached). He indicated that things had changed and requested I call him. I did not see I had this message until he called again and Office Staff advised he was on the phone and wanted to speak with me.

Deputy Chief Cummings and I spoke with Mr. Bosma. I started my digital recorder when Mr. Bosma became verbally aggressive.

We then spoke with Mr. Bosma's Attorney (Mr. Schultz) three separate times about this matter. These conversations were recorded.

All recordings were later attached to LETG. See Deputy Chief Cumming's supplement for further details on these conversations.

Around 0930 hours we arrived at Mr. Bosma's property.

I was paired up with the Senior City Planner, Nick Olson. We were designated as group 4 and documented the northwest area of the property to the southwest area of the property. My BWC was active during the process. It was later downloaded onto a thumb drive by Deputy Chief Cummings.

I took the following photos of the violations (attached) and Mr. Olson wrote down the violations I observed that corresponded to the photos (attached):

159-White tow truck Exp Reg YU76573, Black trailblazer Exp Reg LCG797, Black truck Exp Reg and Flat Tire RJM079

160-Black chev truck Exp Reg 661CGC, Chev truck Exp Reg and Flat Tires YM74170

161-Brown horse trailer Exp Reg and Flat Tires X33726

162-Misc junk, White trailerhouse No Reg, Flat tires

163-Gray chev Exp reg and no wheels 9RK021

164-Horse trailer No reg, Popup camper Exp reg RU94004

165-Various clutter and garbage, White GMC pickup No reg

166-Tan chev pickup Exp reg and Flat tires YM98441, Dodge camper with front end damage and Exp reg WN1847

167-Misc metal and garbage, Coachmen camper Exp reg RV38755

- 168-Misc garbage, metal, snow plow
- 169-Dodge camper No reg, Multicolored Chev truck Exp reg and Flat tires YU29873
- 170-Misc metal, garbage, inoperable bobcat
- 171-Misc garbage, metal
- 172-Mis garbage, metal
- 173-Misc garbage, TVs
- 174-Black chev Exp reg HUE930, White Winnebago Exp reg RV93030
- 175-Misc garbage, metal
- 176-Misc garbage, metal, tires, rims
- 177-Misc garbage, metal, 55 gallon drums
- 178-Misc garbage, metal, lawn mowers, cat tree
- 179-Misc grabage, metal, culvert, pallets
- 180-GMC camper Exp reg RVD8491
- 181-Misc garbage, car door
- 182-Misc garbage, metal disability scooter
- 183-Gray ford focus Flat tire
- 184-Misc garbage, metal bikes
- 185-Misc garbage, lawn mower
- 186-Chev S10 No reg and flat tires, Red ford towtruck YUJ3850 Exp reg and flat tires
- 187-Tan trailer, No reg and missing wheel
- 188-Boat lift, misc metal
- 189-Red chev truck, Exp reg KBX155
- 190-Misc garbage, metal
- 191-Misc garbage, Trailer Exp reg and flat tires CTH7085
- 192-Misc garbage, metal
- 193-Trailer Exp reg and flat tires, Honda motorcycle Exp reg 11782MD
- 194-Green John Deere lawn tractor nonoperational
- 195-Jet ski No reg, Rusty trailer No reg and flat tires
- 196-Pontoon Exp reg, nonoperational
- 197-White and yellow trailer Exp reg and flat tire 3123LTL
- 198-Trailer Flat tires
- 199-Boat lift, Ford RV Exp reg RVB1860
- 200-Black rusted trailer No reg, Horse trailer No reg and flat tires
- 201-Yellow trailer Exp reg 3072CTM

202-Rusted trailer with junk Flat tires

203-Red ford truck Exp reg YBC7465, Blue GMC truck Exp reg YAH7925

204-Rusted trailer No reg, Maroon trailer Exp reg

205-Boat lifts

As indicated above I located numerous city ordinance violations.

Around 1031 hours we cleared the property.

END.

CITY OF MINNETRISTA
CITY COUNCIL AGENDA ITEM



Subject: Utility Billing Process Analysis

Prepared By: Brian Grimm, Finance Director
Jasper Kruggel, City Administrator

Meeting Date: May 18, 2025

Issue: City Council requested that staff compare the proposal from InfoSend to provide utility bill printing and mailing services when the City transitions to monthly billing for customers that are on municipal water on July 1 to a process in-house.

Overview: Staff sent out inquiries to multiple vendors to provide utility bill outsourcing services (printing/mailing) for utility bill starting July 1. As described at the May 4th meeting, InfoSend provided the lowest quote for this service. InfoSend provided staff with their internal pricing structure:

- We anticipate an average monthly mailing of 2,800 mailings (33,600 annually)
- InfoSend’s annual cost estimate per the master service agreement is \$26,712
- InfoSend’s per piece outsourcing cost is \$0.80 per mailing
- This cost would be locked in for three years and is dependent on the number of pieces mailed
- If annual mailings decrease by 30% (goes down to 23,520 mailings or less), InfoSend can renegotiate the master services agreement

Staff Time Impact:
The current process related to quarterly bill processing not including the 6-8 hours of Public Works time to collect meter reads is summarized in the table below:

QUARTERLY	Current Quarterly Utility Bill Processing Time (4x/yr)
<i>Phone/email customer support</i>	40 hrs
<i>Check Processing</i>	6 hrs
<i>Bill processing</i>	8 hrs
Quarterly Total	54 hrs
Annual Total	216 hrs

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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.

Staff have developed a projected hourly impact for the transition to monthly billing. The table below describes that projection; the main difference you will see between the quarterly and the monthly is a higher number for “Phone/email customer support” related to anticipating more calls/emails for monthly billing and rate increase questions. This estimate has been projected through conversations with our neighboring community Orono, who went through a similar initiative from quarterly to monthly billings in 2022.

Please note the annual hourly difference of 672 hours, which falls almost entirely on one employee.

MONTHLY	Projected Utility Bill Processing Time (12x/yr)
<i>Phone/email customer support</i>	60 hrs
<i>Check Processing</i>	6 hrs
<i>Bill processing</i>	8 hrs
Monthly Total	74 hrs
Annual Total	888 hrs

Utility Bill Outsourcing vs. In-House:

At the May 4th City Council meeting, it was requested to do an analysis of costs related to the InfoSend outsourcing of utility bill processing versus staff performing this task in-house. Based on the operational analysis, it is projected that the outsourcing of the utility bill printing and mailing will reduce the monthly operational hour total by 8 hours per month, or 96 hours annually (10.8% of utility billing related annual hours). All other aspects of utility billing will continue to be handled in-house.

Below is a cost analysis of items related to in-house processing of utility bills. For this purpose, an average monthly mailing of 2,800 pieces of mail is used. To process this quantity of mailings would require the purchase or lease of a folding/stuffing machine. Staff have met with Loffler, the current provider of our multi-function printers, to provide a size recommendation and cost to purchase or lease. Based on the quantity of mailings per month, Loffler is recommending the Quadient FPI 2720. The City of Shorewood recently purchased the same machine for their 3,000+ mailings per quarter. The cost of the folding/stuffing machine for an outright purchase is \$10,909.00 + \$165.00/month maintenance. With a 20-year life, this amortizes to \$210.45 per month or \$0.075 per mailing assuming 2,800 pieces per month. Loffler does offer a lease option (63-month) that includes the monthly equipment maintenance plan for \$400.31 per month, which equates to \$0.143 per mailing, again assuming 2,800 pieces per month. For the purposes of this exercise, staff would recommend purchasing the machine and enrolling in the monthly equipment maintenance plan.

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IN-HOUSE PROCESSING	\$/MAILING	NOTE
Sheet of Paper	\$0.011	\$5.50/500 Sheets
Envelope	\$0.198	\$396/2000 Envelopes
Printing Fee	\$0.076	Single Side Color Rate
Folder/Stuffer Machine	\$0.075	Purchase+Maintenance (20 Year Replacement)
Postage	\$0.640	Bulk Rate Confirmed by Mound USPS
Staff Time	\$0.129	\$45/hr for 8 hrs for 2,800 Mailings
	\$1.129	

Overview:

When comparing the two options, the cost to outsource the printing and mailing of utility bills at an average rate of 2,800 pieces per month, InfoSend's rate of \$0.80 per mailing outperforms the in-house rate of \$1.129 per mailing.

Looking at this annually, the total cost to outsource 33,600 mailings has a financial impact of \$26,880 versus the financial impact of \$37,934.40 including staff time or \$33,600.00 not including staff time, netting savings of either \$11,054.40 or \$6,720.00 depending on how you choose to view the comparison.

There are some benefits to the printing and mailing of utility bill in-house, such as having access to a folding/stuffing machine for other mailings. These other mailings may include public notices for land use applications, informational mailings, or anything else that may require the folding of paper.

An area of consideration related to the in-house processing of bills, not only related to the folding and stuffing of envelopes, is the lack of redundancy for the entire utility billing process. Vacations and planned time off can and are generally scheduled around the utility billing process, but unforeseen and unplanned time off will be problematic with the additional 672 hours of annual processing time related to the transition to monthly billing. Staff are cross trained for these rare occasions, but other tasks would be lowered in priority to meet the utility billing needs on that monthly basis. Current areas the Utility Billing Coordinator assists others are land use billings, building permit processing, scheduling, general questions, accounts payable, and payroll back up. Some of these areas are also time-sensitive, and staff will provide updates to City Council related to time constraints we observe as monthly billings are rolled out.

City Council should weigh these, and other considerations compared to the demonstrable financial savings and determine a course of action.

Next Steps:

Staff are seeking direction from City Council related to the printing and mailing of utility bills. If the direction is to proceed with InfoSend as the outsourced vendor for utility bills, staff would recommend adding the agreement that was included in the packet at the May 4th regular meeting for execution to the agenda of the May 18th Regular City Council Meeting agenda so that staff can continue the process of setting up this system for the monthly billing process roll-out on July 1. If the direction is to proceed with the in-house

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option, staff will bring forward a purchase agreement for the folder/stuffer machine to the June 1st meeting and start developing standard operating procedures for that billing process.

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CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION/DISCUSSION

Subject: Approving Master Services Agreement with InfoSend for Services Related to Monthly Billing Mailings (Utilities)

Prepared By: Brian Grimm, Finance Director

Meeting Date: May 4, 2026

Issue: The attached master service agreement and exhibits from InfoSend are attached for your review and approval. With the upcoming switch from Quarterly to Monthly Utility Billing scheduled to take place at the end of July, we are looking to outsource the printing and disbursal/mailing process. By doing this, it will free up time that staff currently has to spend printing bills on postcards, tearing the postcards, and ultimately getting them ready to go to the Post Office.

Staff sent out inquiries to multiple vendors and received two quotes back. InfoSend's quote was the best as far as pricing, turnaround time and other logistical items. We also contacted a couple of local Cities using InfoSend and received positive references from them.

The contract term is an initial three-year term with options to auto renew in years after that. The estimated cost based on our historical usage should be around \$25,000 a year. A decent amount of this is the postage cost which we would have whether we did it in house or outsourced the services. About \$8-10K is related to the printing, preparation and disbursing of the utility bills. This could go up a little depending on the number of inserts/additional materials mailed with the bills.

Recommended City Council Action: Approve by motion a Contract with Infosend for Services Related to Monthly Utilities Billing Mailings

Does Recommended Action meet City Mission Statement? Yes No

Does Recommended Action meet City Goals/Priorities? Yes No

Explain:

This agenda item is part of the process to contract out our services for mailing utilities billings with the upcoming switch from quarterly to monthly billings for water accounts.

Mission Statement:

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InfoSend Master Service Agreement

This Master Service Agreement (“**Agreement**”) is entered into on _____ (the “**Effective Date**”) by and between City of Minnetrista, MN a municipal corporation, having its main office at 7701 Co Rd 110 W Minnetrista, MN 55364 (“**Client**”) and **InfoSend, Inc.**, a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 (“**InfoSend**”). Client and InfoSend are collectively referred to herein as the “parties” and individually as a “party.”

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 “Affiliate” means, with respect to a party, any entity or person that, directly or indirectly, owns or is owned by (whether in whole or in part), controls or is controlled by, or is under common control with, such party.

1.2 “Agreement” shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

1.3 “User(s)” shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

1.4 “Services” shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

1.5 “System” shall include all InfoSend hosted data and software applications.

1.6 “Client Data” shall refer to all Client-supplied computer data files that contain personally identifiable information.

2 Services Provided by InfoSend

2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend, itself and/or through its Affiliate(s), shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A (“Scope of Primary Services”) to this Agreement at the price set forth in Exhibit B (“InfoSend Fees”). In the event Client requires other consulting, installation, development and/or

customization services, InfoSend shall perform and Client shall purchase such services in accordance with the provisions of Exhibit C (“Professional Services”) of this Agreement.

2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

2.3 Time of Performance of Services

InfoSend and Client acknowledge and agree that each party will use reasonable diligence to perform their respective obligations under this Agreement in a timely manner.

3 License Grant and Restrictions

3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the “License”).

3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

4 Privacy and Security

4.1 Regulatory Compliance

(i) Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

(ii) Ownership of Data

All Client Data, including all personally identifiable information, shall remain the sole and exclusive property of Client. InfoSend shall have no ownership rights in Client Data and shall use such data solely for the purpose of performing Services under this Agreement. Notwithstanding the foregoing, InfoSend may use de-identified or aggregated data that does not identify Client or any individual.

(ii) Data Security

InfoSend shall implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of Client Data, including protection against unauthorized access, use, disclosure, or loss. Such safeguards shall, at a minimum, be consistent with applicable industry standards and applicable law.

(iv) Breach Notification

InfoSend shall notify Client in writing without undue delay, and where feasible, within seventy-two (72) hours after discovery, of any actual or reasonably suspected unauthorized access to, acquisition of, or disclosure of Client Data ("Security Incident"). Such notice shall include, to the extent known at the time, a description of the nature of the incident, the data affected, and the corrective actions taken or proposed. InfoSend shall promptly take all reasonable steps to investigate, mitigate, and remediate any Security Incident and shall cooperate with Client in fulfilling any legal obligations related thereto.

(v) Audit and Documentation

Upon reasonable request, InfoSend shall provide Client with documentation reasonably necessary to demonstrate InfoSend's compliance with its data security obligations under this Agreement, including summaries of

relevant security policies or third-party audit reports, subject to appropriate confidentiality protections.

(vi) Audit and Documentation

InfoSend acknowledges that the Client is subject to the Minnesota Government Data Practices Act ("MGDPA"). To the extent InfoSend handles data on behalf of the Client, such data is "government data" and InfoSend shall comply with the MGDPA to the extent applicable to its role as a service provider acting on behalf of the Client. InfoSend shall use and disclose such data only as permitted by this Agreement or law, shall not release data without the Client's approval unless required by law, shall assist the Client with data requests in a reasonable manner, and shall return or securely destroy such data upon termination as directed by the Client.

5 Term & Termination

5.1 Term

The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of three (3) years ("Initial Term") from the Effective Date. This Agreement will automatically renew for successive two (2) year periods ("Renewal Terms") unless either Client or InfoSend provides the other party with at least sixty (60) days' written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

(i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with reasonable due diligence to substantially cure such breach (the "Cure Period"). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party

with thirty (30) days' written notice as of a date specified in such notice.

(ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service or Professional Service, by giving written notice to Client, as of a date specified in such termination notice, pursuant to Section 6.3.

(iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

5.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all charges due, without offset, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

5.4 Discontinuance Fee

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the impracticable or extreme difficulty in ascertaining the actual damages to InfoSend that would result from a termination of the Agreement prior to the expiration of the then-current term, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due

to a breach by Client prior to the expiration of the then-current term.

The discontinuance fee will be equal to two (2) months of the Client's average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend. The parties agree that the amount of the discontinuance fee is a reasonable forecast of the just compensation for the harm to InfoSend caused by an early termination of this Agreement, and not a penalty.

5.5 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes, civil disturbances, widespread outages of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, widespread fuel or energy shortages, transportation stoppages, pandemics, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

6 Invoicing and Payments

6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 30 unless expressly agreed to by InfoSend.

6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so in writing within sixty (60) days of the invoice date with specific details as to the matters in dispute or any dispute shall be deemed waived.

6.3 Late Payments

InfoSend may elect to assess finance charges on any or all undisputed invoices that become past due at a rate of 1.5% per month.

The recurring nature of InfoSend’s Services result in a rapid rise in financial loss to InfoSend if a Client’s accounts payable process is delayed, particularly when InfoSend is invoicing Client for postage charges. Therefore, InfoSend reserves the right to suspend Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend’s Accounting staff will notify Client in writing before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

7 **Communications**

7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), USPS certified mail, or electronic mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

To Client:
C/O (Department): _____
Address: _____

To InfoSend:
C/O: President
Address: 4240 E. La Palma Avenue
Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

8 **Confidentiality & Intellectual Property**

8.1 Confidentiality

All information and data relating to Client’s business, as well as all User information, submitted by Client to InfoSend and/or its Affiliate(s) under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this

Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client’s written consent. Notwithstanding anything to the contrary, the following shall not be deemed confidential: (a) information that is in the public domain through no fault of InfoSend or its Affiliate(s); (b) information that was known to InfoSend or its Affiliate(s) prior to disclosure by Client; or (c) information that is independently developed by InfoSend or its Affiliate(s) without use of or reference to Confidential Information. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a “Request to Disclose”) from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend’s business (the “Confidential Information”), which Confidential Information shall include InfoSend’s operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

9 Representations & Warranties

9.1 InfoSend Representations and Warranties

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that

Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

9.2 Client Representations and Warranties

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

9.3 Warranty Disclaimer

Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

9.4 Inbound Communication Services Disclaimer

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

9.5 Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients' end users or employees. While the outbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be

used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client's employees, or Client's end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend's gross negligence or willful misconduct.

10 Insurance

10.1 InfoSend's Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.
- Worker's Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

11. Indemnification & Limitation of Liability

11.1 Indemnification

InfoSend is a service provider. As such, Client acknowledges that data processing involves the risk of human and machine errors and that InfoSend shall not be liable for any errors, omissions, delays or losses. However,

nothing herein shall relieve InfoSend of liability to the extent arising from its breach of this Agreement, negligence, willful misconduct, or violation of applicable law

InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client. Client shall indemnify, defend and hold InfoSend and InfoSend's Affiliate(s) harmless from any and all claims, damages, awards, costs, fees, expenses, interest, and penalties related to or arising from Client's breach of any provision of this Agreement, any unlawful conduct of Client, and/or any event beyond the reasonable control of InfoSend or its Affiliate(s), including, without limitation, (a) failures or limitations on the availability of third-party telecommunications or other transmission facilities; (b) Client failure to maintain security or confidentiality of data or access credentials; and/or (c) violation of any applicable laws, regulations or industry standards.

InfoSend shall indemnify, defend and hold harmless Client, its officers, officials, employees, and agents from and against any and all claims, damages, awards, costs, fees, expenses, interest, and penalties arising out of or relating to: (a) any breach of this Agreement by InfoSend; (b) any negligent act or omission or willful misconduct of InfoSend or its employees, agents, contractors, or affiliates; (c) any violation of applicable laws, regulations, or industry standards by InfoSend; (d) any actual or alleged infringement or misappropriation of intellectual property rights arising from the Services or System; and (e) any unauthorized access to, disclosure of, or loss of Client Data, including personally identifiable information, to the extent caused by InfoSend's acts or omissions.

11.2 Limitation of Liability

In no event shall InfoSend, or its Affiliate(s) be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The aggregate liability of InfoSend and its Affiliate(s) arising from or relating to this Agreement for any claim shall be limited to the fees that InfoSend received from Client in the preceding twelve (12) months prior to the accrual of the claim.

12 General

12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client and InfoSend as a result of this Agreement or use of the Service.

12.2 Governing Law

This Agreement shall be governed by the substantive laws of the state of Minnesota without regard to the choice or conflicts of law provisions of any jurisdiction.

12.3 Entire Contract; Amendment

This Agreement (including its Exhibits) contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. Modifications or changes to this Agreement, other than as specified at Exhibit B, must be in writing and executed by the parties.

12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

12.6 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, payment obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

12.7 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A: Scope of Primary Services

Exhibit B: InfoSend Fees

Exhibit C: Professional Services

12.8 Cooperative Agreement (“Piggybacking”)

The parties agree that InfoSend may offer the prices, terms and conditions offered herein to other government agencies that wish to participate in a cooperative purchase program with Client. InfoSend will review these requests from other government agencies on a case-by-case basis to decide whether this Agreement can be extended to the new agency. At minimum, the following requirements must be met for the prices in this Agreement to be extended to the new agency:

- The new agency must require similar types of service for similar document types (i.e., statements, late notices);
- The monthly document volume that InfoSend will produce must be similar, or at a minimum, acceptable;
- The new agency must agree to use InfoSend’s standard materials; and,
- The prices in this Agreement must still be profitable.

If the above conditions are not met then InfoSend will provide the new agency with revised pricing that it can elect to accept if it moves forward with the cooperative purchase program. Other agencies will be responsible for entering into separate Agreements with the contract and for all payments thereunder made directly to InfoSend. InfoSend reserves the right not to extend this Agreement’s terms in whole or in part to other agencies for any reason.

This Agreement is the result of an open, competitive procurement process conducted in accordance with applicable law. The provisions of this Agreement may be extended to other government agencies within the same jurisdiction, at InfoSend’s discretion.

Client makes no guarantee to other government agencies that may utilize the provisions of this Agreement. By utilizing the provisions of this Agreement, the participating government agency agrees to hold Client harmless from all claims, demands, or actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the utilization of the provisions of this Agreement. Client makes no guarantee to InfoSend that any other government agency will make use of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Agreement is entered into by and between:

Client:

By: _____
Name: _____
Title: _____
Date: _____

InfoSend:

By: _____
Name: _____
Title: _____
Date: _____

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the City of Minnetrista, MN (“**Client**”). This Exhibit A provides the Services which InfoSend, and/or its Affiliate(s), shall deliver to Client to permit Client’s customers (“**Users**”) to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend’s Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

☒	Data Processing, Printing and Mailing Service (“DPPM Service”): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
☐	eBusiness Services (the “eBusiness Services”): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

A. General System Description

- Mobile-Ready Customer Engagement: all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.

- Multi-Channel Payment Collection: InfoSend's payment platform will consolidate web, telephone, SMS, CSF and bank payments into a single lockbox file.
- One-Time and Automatic Payments: allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- Bill Notification and Presentment: notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- Interactive Voice Response (IVR): accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- SMS Text-to-Pay: enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- Bank Payments (MasterCard RPPS): InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- PCI-Compliant Cloud Based Solution: electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

B. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format, using the Data Transfer and Processing workflow described in Section 1.
- Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- If the Client is not using InfoSend's DPPM Service, USPS address workflow will not be applied.
- Data loaded into the eBusiness system is used to facilitate accurate payments via Web, IVR, SMS or Bank BillPay.

C. Customer Enrollment and Bill Notification

- Data loaded into the system will be used to facilitate customer enrollment, using two pieces of information specific to the customer bill.
- For enrolled customers, system will send a notification of the new bill available via email.
- For enrolled customers who have opted in, system will send an SMS alert.
- For customers using the IVR system, bill information will be dictated by text to voice.
- For customers paying via Bank BillPay, the account number can be validated by the system prior to accepting payment.
- The system may optionally be configured to display a PDF replica of the bill image.

D. Customer Payment and Reporting

- Customers can make payment via Web, SMS, IVR or Bank BillPay, depending on channels which Client has requested InfoSend setup.
- Payments can be configured to allow Users to pay by bank account and/or credit/debit card.
- All payments will be reported in a standard daily "lockbox" file.

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the City of Minnetrista, MN (“**Client**”). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend reserves the right to increase InfoSend Fees on an annual basis starting with the first anniversary of the Effective Date to account for increases in the cost of materials, labor, and other overhead. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

Additionally, if Client uses DPPM Services, InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days’ written notice to Client, in the event of extraordinary increases to the cost of paper.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client’s actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days’ notice.

Section 2. Client Representations

Client Volume Representations	
<u>Customers Contacted or Billed Monthly</u>	2,800
<u>Number of Batches Monthly</u>	1

Section 3. DPPM Fees:

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
All Document Types: One 8.5" x 11" page, up to two color duplex (2/2), including InfoSend standard envelopes. Pricing reflects an estimated average volume of 2,800 documents a month, with an approximate 1 billing run per month.	\$0.207 per single page mail piece

Finished mail pieces are delivered to the USPS **within one (1) business day**. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above (shaded green) as well as additional and optional pricing. Pricing is based on “Client Volume Assumptions” listed above and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	WAIVED
Setup Fee – Data Only Input Files	WAIVED
Document Re-Design Fee	\$0.00
Data Processing Fee (per document)	\$0.03

Printing and Mailing Service	
All Document Types Printing and Mailing Fee per Page with up to 2/2 Ink	\$0.112
USPS Postage – A postage deposit will be required prior to starting service	Pass-through
Print Color Options (colors per side)*	\$0.122 for 3/1 to 4/1 printing \$0.127 for 4/4 printing
Inline Insert Print Fee* (Paper stock pricing below in Materials section)	\$0.112 Black printing \$0.127 Color printing
Batch Fee (per mailing batch under 100 mail pieces)	\$10.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per “hit” (address that get updated)	\$0.35 NCOA or \$0.35 ACS

*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.

Materials	
Standard 8.5" x 11" Paper Stock (per sheet)	\$0.016
Standard Double Window Outgoing #10 Envelope	\$0.026
Standard Single Window Return #9 Envelope	\$0.023
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.020
Inserting Fee - Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply.	\$0.01 per insert
Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case-by-case basis to determine if additional fees will apply for setup and handling.	

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.02 - For 12 Months of Retention \$0.03 - For 24 Months of Retention \$0.04 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Professional Services Rate (per hour)	\$205
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100 monthly support fee

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month x average number of months floated x current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

2,800 mail pieces per month x \$0.593 x 3 = \$4,981.20

The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.

Section 4. eBusiness Service Fees:

Not Applicable

Section 5. Client Go-Live and Fees

InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

Section 6. Implementation Project Cost Subsidization:

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **DPPM Setup Fee:** No charge for Express PDF Setup Input files or \$2,500 for Data-Only Input Files
- **EBPP Setup Fee:** 100% of Setup fees quoted or listed as "Waived" in the pricing exhibit.

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the City of Kennewick, WA (“**Client**”). This Exhibit C provides InfoSend’s Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend’s system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client’s data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$205.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client’s requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client’s specific requirements and data types.

CITY OF MINNETRISTA
WORK SESSION AGENDA ITEM



Subject: Boulevard Tree Replacement Discussion

Prepared By: Alyson Fauske, PE (MN), City Engineer

Meeting Date: May 18, 2026

Issue

Should the city replace boulevard trees that have been removed?

Discussion

Public Works has removed numerous dead ash trees within the city. Recently several boulevard trees in Hunters Crest were removed and there will likely be more. Staff anticipates that residents and/or the HOA will ask about replacing the trees and request council direction.

The cost of having a tree planted is estimated to be \$600 each. If council supports replacement staff would like direction if trees should be replaced 1:1 (ie each tree removed is replaced). It is recommended that the trees be planted outside of the right of way so that the property owner is responsible for maintaining the tree.

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.