

City of East Bethel
City Council Agenda
City Council Regular Meeting
Date: November 10, 2025 at 7:00 p.m.



This City Council meeting may be monitored live via the following means:
Cable Channel 10, MidcoTV Channel 77, or the City of East Bethel YouTube channel
(www.youtube.com/channel/UC8_7ShcME-XG14pN5JrmBGg/live)

7:00 PM

- 1.0 Call to Order
- 2.0 Pledge of Allegiance
- 3.0 Adopt Agenda
- 4.0 Presentations and Public Hearings
 - A. Delinquent Utility Public Hearing, Res. 2025-59 (p. 3-5)
 - B. Stormwater Pollution Protection Program (SWPPP) Public Hearing (p. 6)
- 5.0 Public Forum
- 6.0 Consent Agenda (p. 7-9)
Any item on the consent agenda may be removed for consideration by request of any Council Member and put on the regular agenda for discussion and consideration
 - A. Approve Bill List (p. 10-17)
 - B. Minutes: October 27, 2025 City Council Work Meeting (p. 18-20)
 - C. Minutes: October 27, 2025 City Council Meeting (p. 21-27)
 - D. Res. 2025-60, Declaring Surplus Property (p. 28)
 - E. Purchase of Single Axle Snowplow with Plow Equipment (p. 29-75)
 - F. Accept Resignation of the City Planner
 - G. Authorize Advertisement for Senior City Planner Position (p. 76-77)
 - H. Res. 2025-61, Authorizing Correction to Hidden Prairie Final Plat: Rename 198th Street NE to 198th Avenue NE (p. 78)
 - I. Cancellation of Public Hearing: 4462 Channel Lane Easement Vacation
 - J. Approve the Conditional Hire of Jacob Krey
 - K. Approve the Change in Fire Station Floor Covering Company Name (p. 79-105)
 - L. Approve the Posting of Fire Department District Chief, Fire Captain, and Senior Firefighter Duty Officer Positions
- 7.0 New Business - Commission, Association and Task Force Reports
 - A. Planning Commission
 - 1. Approve PUD, Final Plat, and Development Agreement: Cliffs Anderson Acres (p. 106-144)
 - B. Economic Development Authority
 - C. Park Commission
- 8.0 Department Reports
 - A. Community Development
 - B. Engineer

- C. City Attorney
- D. Finance
- E. Public Works
- F. Fire Department
- G. City Administrator
 - 1. 1347 Sims Rd NE (p. 145-179)
 - a. Appraisal Contract Approval
 - b. Phase 1 Contract Approval
 - c. Title Commitment Contract Approval
 - d. Purchase Agreement Approval

9.0 Other

- A. Staff Report
- B. Council Reports
- C. Other

10.0 Adjourn

**City of East Bethel
City Council Regular Meeting
Agenda Item Information**



Date: November 10, 2025

Agenda Item Number: Item 4.0 A

Agenda Item: Public Hearing – Delinquent Utility Charges

Requested Action: Conduct a Public Hearing for Delinquent Utility Charges

Background Information:

East Bethel Code of Ordinances, Chapter 74, Sec. 74-126 (b) provides for the collection of delinquent accounts through the property tax assessments. This ordinance provides the opportunity for property owners that are delinquent in payments to the City for utility services to come before the City Council to state their objections. This Public Hearing meets the requirements of the Ordinance.

The Public Hearing must be conducted before the final certification of delinquent amounts is forwarded to the County for collection with property taxes.

Council set November 10, 2025 as the Public Hearing date for individuals wishing to object to the delinquent charges being collected through the assessment process. All affected property owners were notified via U.S. Mail and were instructed to contact Staff if they intended to speak before the City Council.

The final list of properties with delinquent charges must be provided to the County Auditor no later than November 30, 2025 (Minnesota Statute 429.061, Subd. 3).

Attachment:

Attachment 1 – 2025 Delinquent Accounts

Attachment 2 – Res. 2025-59 Certification of Delinquent Charges

Recommendation(s):

Staff requests that Council conduct a Public Hearing for Delinquent Utility Charges for Collection on the 2026 property taxes. At the conclusion of the hearing, if there is no evidence or statements that support the modification of the assessment list, Council is requested to approve Resolution 2025-59, as a final certification for delinquent Utility Charges for collection with 2026 property taxes.

City of East Bethel - Utility Delinquencies at 9/30/25 not yet paid at 11/4/25
 11/10/25 Council Meeting - Public Hearing
 Item 4.0 A

Name	Address	Zip	PIN	Utility Due	Certification Charge	Interest 18% from 1/1/26 to 12/31/26	Total Certified	Annual Interest Rate	Term
	1050 243RD CIRCLE NE	55005	29-34-23-22-0114	136.50	70.00	24.57	231.07	N/A	1 Year
	1064 241st LN NE	55005	39-34-23-23-0246	354.54	70.00	63.82	488.36	N/A	1 Year
	1142 243RD LANE NE	55005	29-34-23-22-0124	383.64	70.00	69.06	522.70	N/A	1 Year
	1212 242ND WAY NE	55005	29-34-23-34-0111	510.10	70.00	91.82	671.92	N/A	1 Year
	1024 243RD AVE NE	55005	29-34-23-23-0163	528.09	70.00	95.06	693.15	N/A	1 Year
	1068 244TH AVE NE	55005	29-34-23-22-0098	651.46	70.00	117.26	838.72	N/A	1 Year
	1119 PIERCE PATH NE	55005	29-34-23-22-0131	752.00	70.00	135.36	957.36	N/A	1 Year
	1045 243RD AVE NE	55005	29-34-23-22-0106	826.88	70.00	148.84	1,045.72	N/A	1 Year
	1139 243RD LN NE	55005	29-34-23-22-0122	958.48	70.00	172.53	1,201.01	N/A	1 Year
	24230 PIERCE ST NE	55005	29-34-23-23-0180	1,045.87	70.00	188.26	1,304.13	N/A	1 Year
	24140 PIERCE ST NE	55005	29-34-23-23-0188	1,062.97	70.00	191.33	1,324.30	N/A	1 Year
	24292 POLK ST NE	55005	29-34-23-23-0162	1,226.37	70.00	220.75	1,517.12	N/A	1 Year
	24235 FILLMORE CIR NE	55005	29-34-23-23-0170	2,023.45	70.00	364.22	2,457.67	N/A	1 Year
	24384 POLK ST NE	55005	29-34-23-22-0091	2,480.47	70.00	446.48	2,996.95	N/A	1 Year
	1080 FILLMORE CIR NE	55005	29-34-23-23-0179	4,470.61	70.00	804.71	5,345.32	N/A	1 Year
	1188 242ND WAY NE	55005	29-34-23-23-0206	7,206.81	70.00	1,297.23	8,574.04	N/A	1 Year
	19399 ABLE ST NE	55011	30-33-23-14-0032	65.21	70.00	11.74	146.95	N/A	1 Year
	903 193RD LANE NE	55011	30-33-23-14-0045	166.16	70.00	29.91	266.07	N/A	1 Year
	951 193RD LANE NE	55011	30-33-23-14-0052	1,203.81	70.00	216.69	1,490.50	N/A	1 Year
	917 193RD LANE NE	55011	30-33-23-14-0047	4,056.89	70.00	730.24	4,857.13	N/A	1 Year
Total				30,110.31	1,400.00	5,419.86	36,930.17		

	Total # of Customers	Total # Delinquent	%
Single Family Residential - Whipsring Aspen	107	16	15%
Single Family Residential - Viking Preserve	48	4	8%
Single Family Residential - Viking Meadows	11	0	0%
Multi Family Residential - Elevage	18	0	0%
Multi Family Residential - Apartments and Senior Living	3	0	0%
Non-Residential Customers	29	0	0%
Total	216	20	9%

**CITY OF EAST BETHEL
EAST BETHEL, MINNESOTA**

RESOLUTION NO. 2025-59

**FINAL CERTIFICATION OF DELINQUENT CHARGES FOR COLLECTION WITH 2026
PROPERTY TAXES**

WHEREAS, East Bethel Code of Ordinance, Chapter 74, Sec. 74-126 (b) provides for the collection of unpaid utility bills through the property tax system; and

WHEREAS, the attached list shows the delinquent amounts owed assuming a certification cutoff date of September 30, 2025:

WHEREAS, the listing was and will be adjusted to reflect payments received through November 15, 2025, which is the statutory deadline to prepay special assessments:

WHEREAS, the City has conducted a public hearing that offered each delinquent account holder the opportunity to state their objections;

WHEREAS, certification will greatly improve the City's chances of collecting the unpaid charges;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT THE COUNCIL approves the attached certification list.

Adopted this 10th day of November 2025 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Arden Anderson, Mayor

ATTEST:

Matt Look, City Administrator

**City of East Bethel
City Council Regular Meeting
Agenda Item Information**



Date: November 10, 2025

Agenda Item Number: 4.0 B

Agenda Item: Stormwater Pollution Prevention Program (SWPPP) Annual Meeting

Requested Action: Conduct Annual Meeting

Prepared By: Craig Jochum, City Engineer

Background Information: The City of East Bethel has developed a Stormwater Pollution Prevention Program (SWPPP) as required by the National Pollutant Discharge Elimination System (NPDES) General Permit for discharges of stormwater associated with small Municipal Separate Storm Sewer Systems (MS4), which is collectively referred to as the MS4 permit. The goal of the SWPPP is to reduce the discharge of pollutants into receiving waters to the maximum extent practicable.

Some implementation strategies of the SWPPP include:

- Street sweeping
- Inspection of approximately 20% of the City's stormwater basins annually
- Posting City Programs, such as clean-up days, on the City website
- Conducting the annual meeting
- Developing and distributing educational materials to residents
- Investigation of illicit discharges and other reports of non-compliance

At the annual meeting the City will consider public input, both written and verbal, regarding the adequacy of the program. Based on the public input, the City may modify the SWPPP as the City determines appropriate. Copies of the SWPPP are available for public review at City Hall.

Recommendation: Staff recommends that the City Council conducts the annual meeting to consider public input on the City's Stormwater Pollution Prevention Program.

Attachments: None

**City of East Bethel
City Council Meeting
Agenda Item Information**



Date: November 10, 2025

Agenda Item Number: Item 6.0 A-G

Requested Action: Consider approving the Consent Agenda as presented

Background Information:

Item A – Approve Bills

Item B – October 27, 2025 City Council Work Meeting Minutes

Item C – October 27, 2025 City Council Meeting Minutes

Item D – Res. 2025-60 Declaring Surplus Property

The 2008 Freightliner single axle plow truck has outlived its serviceable life as a reliable vehicle for the City's snowplowing and maintenance needs. This piece of equipment will be the oldest plow truck in our operating fleet and has reached the stage in its service life where the maintenance costs are becoming excessive and increasing annually. The truck will be sold at auction through the State of MN online auction.

Staff recommends adoption of Resolution 2025-60, declaring the 2008 Freightliner single axle surplus property and directing the vehicle be sold on the State of MN online auction site (MNBid).

Item E – Purchase of Single Axle Plow Truck with Snowplow Equipment

As part of the City's Equipment Replacement Program, the 2008 Freightliner single axle snowplow truck is scheduled for replacement in 2026.

Staff have checked state contracts for single axle trucks with minimum specifications of 20,000 lbs front axle weight, 30,000 lbs rear axle weight, 395 horsepower and a 6-speed automatic transmission. This is consistent with the last vehicle purchased in 2023. The new truck will have an underbody scraper and rear wing plow consistent with our current plow models that can mechanically remove snow better than a front plow alone and will reduce the need for heavier amounts of sand/salt applied to the road surface. Advances in technology will allow for the new snowplow to use less salt via a prewetting system and also has increased safety features for the operator and other traveling vehicles. From a review of the cab and chassis state contracts, we have identified the following as meeting City needs. The following information provides pricing data for the cab and chassis portion of the replacement program.

Single Axle Dump Trucks – Cab and Chassis

<u>Model</u>	<u>Dealer</u>	<u>Cost</u>
2027 MACK GRANITE 42FR SA	Nuss Truck	\$158,219
2027 VOLVO VHD42F300 SA	Nuss Truck	\$160,573

After researching the truck models and discussing reviews with other agencies, the Mack model has high customer satisfaction, few repair issues and best fits the department's needs. We currently have three Mack trucks in our operational fleet which helps with keeping parts in stock that fit multiple vehicles and keeps the trucks consistent for multiple drivers.

Staff researched items on the state contract that included a 10' dump body, front snowplow, under-body mounted scraper, salt pre-wetting system to reduce salt use, and rear mounted wing. From a review of the truck component state contracts, we have identified the following as meeting City needs. The following information provides pricing data for the truck box and plow component portion of the replacement program.

Dump Body, Front Plow, Underbody Scraper, Wing, Pre-Wetting System, and Sander

<u>Make</u>	<u>Cost</u>
Towmaster Truck Equipment	\$175,050

Funds for this acquisition are provided for in the Equipment Replacement Fund for 2026. Due to building delays, supply chain issues, and parts shortages, trucks ordered now will not be available until late 2026 or early 2027. Staff is seeking consideration to place the order for this truck at this time, but payment will not be required until delivery of the vehicle. \$350,000 has been budgeted for this equipment in 2026. The Equipment Replacement Fund will also receive the funds from the auction of the 2008 Freightliner. Staff recommends the purchase of the 2027 Mack Granite 42 FR with box and plow equipment from Towmaster Equipment for a total cost of \$333,269. This equipment will meet our current needs and provide a reliable snowplow with a projected service life of 15 years.

Item F – Accept Resignation of the City Planner

City Planner Grace Gerard has submitted her letter of resignation effective December 12, 2025. We wish Grace well at her next career stop and thank her for her service.

Item G – Authorize to Advertise for a Senior City Planner Position

With the resignation of the City Planner and the unfulfilled vacancy of the Community Development Direction position, Staff is requesting approval to advertise for a Senior Planner Position. A Senior Planner position is needed in order to maintain an adequate level of service in the department at the appropriate degree of planning experience. The Senior Planner would report directly to the City Administrator and be responsible for responding to zoning questions and land use applications, requiring the individual to exercise greater independent judgment, and possession of advanced professional planning experience. This position would also schedule public hearings, attend monthly planning and zoning meetings, and other duties necessary to assist in the senior-level operations of the building department. This position may also have the opportunity to develop into the Community Director Position in the future with proven competency. Based upon the City wage schedule, the suggested hourly rate for this position ranges from \$38.16 per hour to 46.53 per hour. Funding for this position will be provided in the 2025/2026 Planning and Zoning budget.

Item H – Res. 2025-61 Correcting Hidden Prairie Final Plat – Rename 198th Street NE to 198th Avenue NE

The Final Plat of Hidden Prairie (TH Construction), approved in Resolution 2025-37, was filed with an east-west street named 198th Street NE. In line with the street naming conventions used by Anoka County, the City has been directed to rename the street from 198th Street NE to 198th Avenue NE. No building permits have been issued nor have addresses been assigned to any parcels along this street. Staff recommends adoption of Resolution 2025-61 approving the renaming of 198th Street NE to 198th Avenue NE within the plat of Hidden Prairie.

Item I – Cancellation of Public Hearing: 4462 Channel Lane NE Easement Vacation

On September 19, 2025, City staff received a complete application of a vacation of an easement, by petition, from the property owner at 4462 Channel Lane NE. This item was scheduled for a public hearing at the October 27, 2025 City Council meeting and public hearing notices were mailed and published accordingly. This public hearing was continued to November 10, 2025 due to additional time needed for review. During review, staff determined that this is not an easement the City had the authority to vacate, and, accordingly, the property owner has withdrawn her vacation application.

Item J - Approve the Conditional Hire of Jacob Krey

The East Bethel Fire Department has continued efforts focused on recruitment and retention since the campaign was started in April of this year. Recently, an application was submitted. The applicant was interviewed by a panel that consisted of Deputy Chief Uden, District Chief Hoffman, LT King, and FFs Downie and Bohlke. Based on their recommendation, the applicant was interviewed one-on-one with Chief Cielocha. Jacob Krey was moved to the next step, which involves background checks with the Anoka County Sheriff's Office. One individual is being recommended for consideration for the position of probationary firefighter tonight, contingent upon the completion of and passing of the background check.

The financial impact is budgeted for and includes initial uniforms, turnout gear, and education provided through the Anoka County Fire Training Academy.

Chief Cielocha recommends that Jacob Krey be appointed to the position of probationary firefighter with the East Bethel Fire Department, contingent upon the completion of and passing of the background check with the Anoka County Sheriff's Office.

Item K - Approve the Change in Fire Station Floor Covering Company Name

See attached documents.

Item L – Approve the Posting of Fire Department District Chief, Fire Captain, and Senior Firefighter Duty Officer Positions

The East Bethel Fire Department (EBFD) has four (4) officer positions that are on terms set to expire at the end of the year. The posting of these positions will be in accordance with the discussion at the work session meeting on October 27th, 2025, and with the job descriptions approved at the subsequent City Council meeting. This posting period will also move the positions of District Chief and Fire Captain, being appointed by the city council without a term. The Senior Firefighter Duty Officer position will carry a term consistent with that of the lieutenant position.

This will add one Captain position to achieve the goal of having a captain at each station. There will be an increase in the stipends paid out to fire department captains. The fire department will be vacating one lieutenant position to offset some of the stipend cost. The increase will be approximately \$1200.00 per year.

Chief Cielocha recommends that the City of East Bethel allow for the posting of the listed positions above.



**City of East Bethel
November 10, 2025
Payment Summary**

Payments for Council Approval	
<i>Check Payments:</i>	
Invoices to be Approved for Payment	\$ 64,570.45
<i>Electronic Payments:</i>	
Payroll City Staff - November 6, 2025	\$ 50,952.67
Federal Income Tax Withholding	\$ 7,067.97
FICA Tax Withholding	\$ 8,955.08
Medicare Withholding	\$ 2,318.96
State Withholding	\$ 3,517.64
PERA	\$ 10,470.34
MSRS HCSP H.S.A	\$ 7,486.92
Total to be Approved for Payment	\$ 155,340.03



CITY OF EAST BETHEL

11/07/25 8:55 AM

Page 1

Payments

Current Period: November 2025

Payments Batch 20251110PAY \$64,570.45

<u>Refer</u> 0 ACE SOLID WASTE		-		
Cash Payment	E 101-41940-385 Refuse Removal	City Hall Service		\$122.16
Invoice	12492770T067 11/1/2025			
Cash Payment	E 615-49851-385 Refuse Removal	Arena Service		\$371.22
Invoice	12492770T067 11/1/2025			
Cash Payment	E 101-43220-385 Refuse Removal	Public Works Service		\$635.70
Invoice	12492770T067 11/1/2025			
Cash Payment	E 101-42210-385 Refuse Removal	Fire Station Service		\$119.70
Invoice	12492770T067 11/1/2025			
Cash Payment	E 226-43235-385 Refuse Removal	Recycling Service		\$1,438.30
Invoice	12492770T067 11/1/2025			
Cash Payment	E 101-42210-385 Refuse Removal	Fire Station 3 Service		\$49.42
Invoice	12492770T067 11/1/2025			
Transaction Date	11/5/2025	First Bank & Trust	10100	Total \$2,736.50
<u>Refer</u> 0 ALEX AIR APPARATUS		-		
Cash Payment	E 101-42210-229 Equipment Parts	Replaced pressure switch		\$429.67
Invoice	10176 10/27/2025			
Transaction Date	11/6/2025	First Bank & Trust	10100	Total \$429.67
<u>Refer</u> 0 ALEX AIR APPARATUS		-		
Cash Payment	E 101-42210-214 Clothing & Personal Equ	Coat Alteration, Pant Alteration		\$945.11
Invoice	INV-53089 10/10/2025			
Transaction Date	11/6/2025	First Bank & Trust	10100	Total \$945.11
<u>Refer</u> 0 ALL AMERICAN TITLE COMPANY		-		
Cash Payment	E 232-23200-307 Professional Services F	1347 Sims RD NE; Closing Fee, Title Search & Exam Fee		\$1,100.00
Invoice	141193-25-07 R- 11/3/2025			
Transaction Date	11/5/2025	First Bank & Trust	10100	Total \$1,100.00
<u>Refer</u> 0 ALLINA HEALTH SYSTEM		-		
Cash Payment	E 101-42210-217 Safety Supplies	3rd & 4th Qtr 2025, Education & Medical Direction		\$316.50
Invoice	CI00075168 10/31/2025			
Transaction Date	11/6/2025	First Bank & Trust	10100	Total \$316.50
<u>Refer</u> 0 ANOKA COUNTY PROPERTY TAX		-		
Cash Payment	E 101-41910-423 Filing Fees	DOC # 2451078.004, RESO 25-56 CUP		\$46.00
Invoice	25-41798 10/24/2025			
Cash Payment	E 101-41910-423 Filing Fees	DOC # 2451078.005, VACA 25-27		\$46.00
Invoice	25-41798 10/24/2025			
Cash Payment	E 101-41910-423 Filing Fees	DOC # 2451078.006, RESO 25-58 PLAT		\$46.00
Invoice	25-41798 10/24/2025			
Transaction Date	11/6/2025	First Bank & Trust	10100	Total \$138.00
<u>Refer</u> 0 ANOKA COUNTY TREASURY DEPT		-		
Cash Payment	E 615-49851-422 Auto/Misc Licensing Fee	Class 9 Food & Bev License Fee & Well Test		\$380.00
Invoice	ES-00020527 10/21/2025			
Transaction Date	11/6/2025	First Bank & Trust	10100	Total \$380.00
<u>Refer</u> 0 BILLS QUALITY CLEANING		-		
Cash Payment	E 101-41940-403 Bldgs/Facilities Repair/	City Hall Facility Cleaning		\$380.00
Invoice	2737 9/25/2025			



CITY OF EAST BETHEL

11/07/25 8:55 AM

Page 2

Payments

Current Period: November 2025

Cash Payment	E 101-42210-403	Bldgs/Facilities Repair/	Fire Sta #1 Facility Cleaning		\$168.00
Invoice 2739		9/25/2025			
Cash Payment	E 101-41940-403	Bldgs/Facilities Repair/	Senior Ctr Facility Cleaning		\$168.00
Invoice 2741		9/25/2025			
Cash Payment	E 101-42210-403	Bldgs/Facilities Repair/	Fire Sta #3 Cleaning		\$53.00
Invoice 2740		9/25/2025			
Transaction Date	10/31/2025		First Bank & Trust	10100	Total \$769.00
Refer	0 <i>BLAINE LOCK & SAFE INC.</i> -				
Cash Payment	E 615-49851-219	General Operating Supp	11 Keys		\$55.50
Invoice 42014		10/27/2025			
Transaction Date	11/6/2025		First Bank & Trust	10100	Total \$55.50
Refer	0 <i>Cardey, Gregory</i> -				
Cash Payment	E 226-43235-322	Postage/Delivery	Appliance Delivery to Alter Recycling		\$375.00
Invoice 127207		10/23/2025			
Transaction Date	10/31/2025		First Bank & Trust	10100	Total \$375.00
Refer	0 <i>Cedar East Bethel Lions</i> -				
Cash Payment	E 226-43235-307	Professional Services F	Recycling		\$1,300.00
Invoice 11 2025		11/3/2025			
Cash Payment	E 226-43235-307	Professional Services F	Monthly Drop off Saturday		\$419.72
Invoice 11 2025		11/3/2025			
Transaction Date	11/6/2025		First Bank & Trust	10100	Total \$1,719.72
Refer	0 <i>Cielocha, Jeff</i> -				
Cash Payment	E 101-42210-434	Conferences/Meetings	Anoka County Fire Chief's Lunch		\$24.25
Invoice 2510220013		10/22/2025			
Transaction Date	10/31/2025		First Bank & Trust	10100	Total \$24.25
Refer	0 <i>CINTAS CORPORATION</i> -				
Cash Payment	E 101-43220-403	Bldgs/Facilities Repair/	Rugs/Mats		\$8.96
Invoice 4248695406		11/4/2025			
Cash Payment	E 101-43201-214	Clothing & Personal Equ	Uniforms/Parks		\$32.85
Invoice 4248695406		11/4/2025			
Cash Payment	E 101-43220-214	Clothing & Personal Equ	Uniforms/Streets		\$32.84
Invoice 4248695406		11/4/2025			
Transaction Date	11/6/2025		First Bank & Trust	10100	Total \$74.65
Refer	0 <i>CITROWSKE, CHAD</i> -				
Cash Payment	E 101-43201-214	Clothing & Personal Equ	Boot Reimbursement		\$263.49
Invoice 2233094		10/27/2025			
Transaction Date	10/31/2025		First Bank & Trust	10100	Total \$263.49
Refer	0 <i>DAKOTA SUPPLY GROUP</i> -				
Cash Payment	E 101-43220-231	Small Tools and Minor E	Keys		\$2.26
Invoice S105145410.001		10/21/2025			
Transaction Date	11/6/2025		First Bank & Trust	10100	Total \$2.26
Refer	0 <i>EMERGENCY AUTOMOTIVE TECH</i> -				
Cash Payment	E 101-43220-221	Motor Vehicles Parts	Whelen Replacement, Reflector Assembly		\$204.00
Invoice MP102125-58		11/3/2025			
Transaction Date	11/6/2025		First Bank & Trust	10100	Total \$204.00
Refer	0 <i>Evergreen Recycling</i> -				
Cash Payment	E 226-43235-307	Professional Services F	Recycling Charges		\$1,315.00
Invoice 3884		10/29/2025			



CITY OF EAST BETHEL

11/07/25 8:55 AM

Page 3

Payments

Current Period: November 2025

Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$1,315.00
Refer	0 FES, INC				-
Cash Payment	E 101-42210-231	Small Tools and Minor E	5-Gallon Fire Pump		\$281.25
Invoice	21698	10/27/2025			
Transaction Date	10/31/2025	First Bank & Trust	10100	Total	\$281.25
Refer	0 First State Tire Recycling				-
Cash Payment	E 226-43235-307	Professional Services F	Tire Recycling		\$125.37
Invoice	CU-44123	10/27/2025			
Transaction Date	10/31/2025	First Bank & Trust	10100	Total	\$125.37
Refer	0 FLEET PRIDE				-
Cash Payment	E 101-43201-229	Equipment Parts	Filter		\$9.76
Invoice	129932484	10/31/2025			
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$9.76
Refer	0 FLEET PRIDE				-
Cash Payment	E 101-43220-213	Lubricants and Additives	Gear Oil		\$165.61
Invoice	129325555	10/7/2025			
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$165.61
Refer	0 FLEET PRIDE				-
Cash Payment	E 101-43220-213	Lubricants and Additives	Antifreeze		\$39.30
Invoice	129692196	10/22/2025			
Transaction Date	10/31/2025	First Bank & Trust	10100	Total	\$39.30
Refer	0 FOSTER, DONNA				-
Cash Payment	R 601-37100	Water Sales (Residential)	Refund of Overpayment at Closing; 24186 Pierce St NE		\$336.32
Invoice		11/4/2025			
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$336.32
Refer	0 FREIMUTH ENTERPRISES LLC				-
Cash Payment	E 226-43235-307	Professional Services F	Bulb Recycling		\$101.00
Invoice	10 2025	10/28/2025			
Transaction Date	10/31/2025	First Bank & Trust	10100	Total	\$101.00
Refer	0 GOPHER STATE ONE CALL				-
Cash Payment	E 101-43220-307	Professional Services F	One Call Locate Service		\$13.50
Invoice	5100360	10/31/2025			
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$13.50
Refer	0 GRAINGER				-
Cash Payment	E 615-49851-223	Bldg/Facility Repair Sup	Comfort Monitor		\$23.46
Invoice	9690332441	10/28/2025			
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$23.46
Refer	0 GRAINGER				-
Cash Payment	E 101-43220-223	Bldg/Facility Repair Sup	Pallet Rack Decking		\$173.82
Invoice	9699321643	11/4/2025			
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$173.82
Refer	0 GRAINGER				-
Cash Payment	E 615-49851-231	Small Tools and Minor E	Wrench, Key		\$11.82
Invoice	9689463686	10/27/2025			
Transaction Date	11/5/2025	First Bank & Trust	10100	Total	\$11.82
Refer	0 Hawkins, Inc				-



CITY OF EAST BETHEL

11/07/25 8:55 AM

Page 4

Payments

Current Period: November 2025

Cash Payment	E 601-49401-216	Chemicals and Chem Pr	Chemicals for Water Treatment		\$2,486.38
Invoice	7234871			10/20/2025	
Transaction Date	11/5/2025	First Bank & Trust	10100	Total	\$2,486.38
Refer	0 HOWARD, KYLE				
Cash Payment	E 101-42210-434	Conferences/Meetings	CPR Class Reimbursement		\$74.00
Invoice	167343			10/25/2025	
Transaction Date	11/5/2025	First Bank & Trust	10100	Total	\$74.00
Refer	0 HOWELLS, RITA				
Cash Payment	R 101-34103	Zoning and Subdivision Fees	Vacation Withdrawl App Refund		\$200.00
Invoice	20251106				
Cash Payment	G 101-24500	Escrow	Vacation Withdrawl Escrow Refund		\$1,000.00
Invoice	20251106				
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$1,200.00
Refer	0 INDELCO PLASTICS CORPORATIO				
Cash Payment	E 601-49401-223	Bldg/Facility Repair Sup	Ejector Nozzle, Diffuser, Elbow, Coupling, Pipe, Ball Check Valves		\$742.42
Invoice	INV0564577			10/30/2025	
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$742.42
Refer	0 Kimball Midwest				
Cash Payment	E 101-43220-213	Lubricants and Additives	Lubricant		\$48.40
Invoice	103844693			10/16/2025	
Transaction Date	11/5/2025	First Bank & Trust	10100	Total	\$48.40
Refer	0 LANO				
Cash Payment	E 226-43235-223	Bldg/Facility Repair Sup	Tracks for Recycle Center Bobcat		\$3,263.30
Invoice	02-1194491			10/27/2025	
Transaction Date	11/5/2025	First Bank & Trust	10100	Total	\$3,263.30
Refer	0 LUTMER, STEVE				
Cash Payment	E 101-42410-434	Conferences/Meetings	Annual ICC Continuing Ed Classes		\$700.00
Invoice	1713-5443			11/5/2025	
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$700.00
Refer	0 MENARDS BLAINE				
Cash Payment	E 601-49401-227	Utility Maint Supplies	Contractor Hose, Utility Knife Blades, Inlet Hose		\$105.97
Invoice	92634			10/20/2025	
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$105.97
Refer	0 MENARDS CAMBRIDGE				
Cash Payment	E 101-42210-219	General Operating Supp	Water		\$27.84
Invoice	41340			9/22/2025	
Transaction Date	11/5/2025	First Bank & Trust	10100	Total	\$27.84
Refer	0 MENARDS CAMBRIDGE				
Cash Payment	E 601-49401-211	Cleaning Supplies	Bleach, Garbage bags, Soap, Cleaner, Snow Fence		\$96.54
Invoice	43331			10/28/2025	
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$96.54
Refer	0 MENARDS FOREST LAKE				
Cash Payment	E 615-49851-223	Bldg/Facility Repair Sup	Door Seal Kit, Deadbolt, Sealant, Screws		\$18.16
Invoice	65682			9/23/2025	
Transaction Date	11/5/2025	First Bank & Trust	10100	Total	\$18.16
Refer	0 MENARDS FOREST LAKE				



CITY OF EAST BETHEL

11/07/25 8:55 AM

Page 5

Payments

Current Period: November 2025

Cash Payment	E 101-43201-223 Bldg/Facility Repair Sup	Coil Chain, Links			\$34.35
Invoice 68085	11/3/2025				
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$34.35
Refer	0 METROPOLITAN COUNCIL ENV SV -				
Cash Payment	E 602-49451-307 Professional Services F	Wastewater Treatment Services			\$5,845.02
Invoice 0001196380	11/4/2025				
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$5,845.02
Refer	0 METROPOLITAN COUNCIL SAC -				
Cash Payment	G 602-20820 Due to MCES-SAC Fees	MCES SAC Charges			\$28,665.00
Invoice 10 2025	11/1/2025				
Cash Payment	R 602-34407 Sewer Availability Charge	MCES SAC Charges			-\$286.65
Invoice 10 2025	11/1/2025				
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$28,378.35
Refer	0 MIDCONTINENT COMMUNICATION -				
Cash Payment	E 101-42210-321 Telephone	132997001-Fire Dept.			\$96.14
Invoice 13864340215021	10/20/2025				
Transaction Date	11/5/2025	First Bank & Trust	10100	Total	\$96.14
Refer	0 MIDWAY FORD COMPANY -				
Cash Payment	E 101-43220-221 Motor Vehicles Parts	Hose			\$34.10
Invoice 910542	10/30/2025				
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$34.10
Refer	0 MN DEPT OF LABOR & INDUSTRY -				
Cash Payment	E 615-49851-403 Bldgs/Facilities Repair/	Boiler, Pressure Vessel			\$50.00
Invoice ABR0361184X	10/25/2025				
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$50.00
Refer	0 MN DEPT OF LABOR & INDUSTRY -				
Cash Payment	E 101-43220-403 Bldgs/Facilities Repair/	Pressure Valves			\$75.00
Invoice ABR0360171X	10/25/2025				
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$75.00
Refer	0 MN REVENUE Ck# 001864E 11/6/2025				
Cash Payment	G 101-20400 Sales Tax Payable	Sales Tax Remittance			\$939.00
Invoice 10 2025	11/4/2025				
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$939.00
Refer	0 MN STATE FIRE DEPT -				
Cash Payment	E 101-42210-433 Dues and Subscriptions	2026 MSFDA Membership Dues			\$375.00
Invoice 2026					
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$375.00
Refer	0 PLUNKETTS PEST CONTROL -				
Cash Payment	E 615-49851-307 Professional Services F	Arena Pest Control			\$117.29
Invoice 10227952	10/24/2025				
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$117.29
Refer	0 PLUNKETTS PEST CONTROL -				
Cash Payment	E 615-49851-307 Professional Services F	Arena Pest Control			\$30.24
Invoice 10227953	10/24/2025				
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$30.24
Refer	0 PLUNKETTS PEST CONTROL -				



CITY OF EAST BETHEL

11/07/25 8:55 AM

Page 6

Payments

Current Period: November 2025

Cash Payment	E 101-41940-223	Bldg/Facility Repair Sup	Pest Control City Hall		\$84.50
Invoice	10237095			11/1/2025	
Cash Payment	E 101-42210-403	Bldgs/Facilities Repair/	Pest Control Fire Stations		\$213.20
Invoice	10237095			11/1/2025	
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$297.70
Refer	0 R & R SPECIALITIES				
Cash Payment	E 615-49851-223	Bldg/Facility Repair Sup	Weldment, Roller, Hinge Pin		\$352.80
Invoice	0091355-IN			11/5/2025	
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$352.80
Refer	0 RIVARD COMPANIES				
Cash Payment	E 101-43201-225	Park/Landscaping Mater	Rec Step		\$1,625.00
Invoice	511985			10/9/2025	
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$1,625.00
Refer	0 S & S Industrial Supply				
Cash Payment	E 101-43220-223	Bldg/Facility Repair Sup	Tap Plg 3/4-10		\$14.90
Invoice	345657			10/29/2025	
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$14.90
Refer	0 ST PAUL CITY OF				
Cash Payment	E 101-43220-224	Street Maint Materials	Asphalt Mix		\$1,887.25
Invoice	IN63744			10/11/2025	
Transaction Date	11/5/2025	First Bank & Trust	10100	Total	\$1,887.25
Refer	0 ST PAUL CITY OF				
Cash Payment	E 101-43220-224	Street Maint Materials	Asphalt Mix		\$1,746.08
Invoice	IN63879			10/23/2025	
Transaction Date	11/5/2025	First Bank & Trust	10100	Total	\$1,746.08
Refer	0 T MOBILE				
Cash Payment	E 101-42210-321	Telephone	Fire Dept Phone-Jeff		\$44.55
Invoice	11 2025			10/21/2025	
Cash Payment	E 101-42210-321	Telephone	Fire Dept Phone-Ben		\$50.52
Invoice	11 2025			10/21/2025	
Cash Payment	E 101-43220-321	Telephone	Acct #993254762 Jer		\$30.03
Invoice	11 2025			10/21/2025	
Cash Payment	E 101-42410-321	Telephone	Acct #993254762 Steve		\$30.03
Invoice	11 2025			10/21/2025	
Cash Payment	E 601-49401-321	Telephone	Mobile Internet- Water Department		\$2.87
Invoice	11 2025			10/21/2025	
Transaction Date	11/5/2025	First Bank & Trust	10100	Total	\$158.00
Refer	0 TIMESAVER				
Cash Payment	E 101-41320-307	Professional Services F	10/13/25 Council Meeting Minute Transcription		\$212.50
Invoice	31291			10/30/2025	
Cash Payment	E 101-41910-307	Professional Services F	10/28/25 Planning Meeting Minute Transcription		\$172.00
Invoice	31293			10/30/2025	
Cash Payment	E 101-43201-307	Professional Services F	10/14/25 Park Comm Meeting Minute Transcription		\$172.00
Invoice	31292			10/30/2025	
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$556.50
Refer	0 ULINE				
Cash Payment	E 601-49401-227	Utility Maint Supplies	Red Tape, Trash Liners		\$276.97
Invoice	199497515			10/21/2025	



CITY OF EAST BETHEL

11/07/25 8:55 AM

Page 7

Payments

Current Period: November 2025

Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$276.97
Refer	0 VERIZON				
Cash Payment	E 101-42210-321 Telephone	542341734-00001	Fire Dept		\$560.14
Invoice	6126315678	10/18/2025			
Transaction Date	11/5/2025	First Bank & Trust	10100	Total	\$560.14
Refer	0 WRIGHT HENNEPIN				
Cash Payment	E 601-49401-403 Bldgs/Facilities Repair/	15016813716	Minard Bldg		\$42.95
Invoice	35032559133	10/29/2025			
Cash Payment	E 101-41940-403 Bldgs/Facilities Repair/	150-1691-9318	City Hall		\$46.40
Invoice	35032559133	10/29/2025			
Cash Payment	E 615-49851-403 Bldgs/Facilities Repair/	15016814169	Arena		\$44.90
Invoice	35032559133	10/29/2025			
Cash Payment	E 101-41940-403 Bldgs/Facilities Repair/	150-1699-5194	Senior Center		\$11.00
Invoice	35032559133	10/29/2025			
Cash Payment	E 101-42210-403 Bldgs/Facilities Repair/	150-1699-8850	Station #1		\$27.50
Invoice	35032559133	10/29/2025			
Cash Payment	E 101-42210-403 Bldgs/Facilities Repair/	150-1699-8853	Station #2		\$22.00
Invoice	35032559133	10/29/2025			
Cash Payment	E 601-49401-403 Bldgs/Facilities Repair/	150-1699-8854	Whispering Aspen		\$5.50
Invoice	35032559133	10/29/2025			
Cash Payment	E 101-42210-403 Bldgs/Facilities Repair/	150-1699-8855	Station #2		\$5.50
Invoice	35032559133	10/29/2025			
Cash Payment	E 101-41940-403 Bldgs/Facilities Repair/	150-1699-8857	City Hall		\$22.00
Invoice	35032559133	10/29/2025			
Transaction Date	11/6/2025	First Bank & Trust	10100	Total	\$227.75

Fund Summary

	10100 First Bank & Trust	
101 General		\$15,358.08
226 Recycling		\$8,337.69
232 EDA		\$1,100.00
601 Water		\$4,095.92
602 Sewer		\$34,223.37
615 Arena		\$1,455.39
		<u>\$64,570.45</u>

Pre-Written Checks	\$939.00
Checks to be Generated by the Computer	\$63,631.45
Total	\$64,570.45

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL WORK MEETING

October 27, 2025

The East Bethel City Council met on October 27, 2025, at 6:00 p.m. for the regular City Council Work meeting at City Hall.

MEMBERS PRESENT: Ardie Anderson Suzanne Erkel Brian Mundle
 Tim Miller Jim Smith

ALSO PRESENT: Matt Look, City Administrator
 Jeff Cielocha, Fire Chief

1.0 – District Chiefs and Captains Discussion/Update

Fire Chief Cielocha noted that their officers, not including the Fire Chief and Deputy Fire Chief, serve 2-3 year terms, but recommended that they move away from terms and appoint 2 of their 3 officer levels, which are district chiefs, to captains for continuity of the officer board.

Cielocha stated that he recommends the lieutenant stay for a term so they can get a chance for upward mobility.

Erkel asked if they would be there indefinitely if they did not enforce the term limits. Cielocha noted that they would stay there until they no longer wanted to be there, retired, or faced some kind of disciplinary action.

Erkel stated that she believes Cielocha knows what his department needs most.

Mundle asked how long a captain stays in that position once it has been reached. Cielocha stated that the current members have been in those positions for multiple terms.

Mundle asked if there is the same opportunity for promoting or demoting. Cielocha noted that district chiefs and captains could request demotion if they wanted to go back to being firefighters.

Mundle asked if there had been feedback from the Fire Department. Cielocha noted that the Officer Corps is on board with it.

Erkel asked if the wrong person got to the position, how would it be handled. Cielocha stated that they have their disciplinary section in their policy and would address the issue.

Smith asked Anderson what his opinion is.

Anderson noted that they had terms in place since around 2018. Anderson noted that he agrees with Cielocha and the need to discuss leadership more heavily in the interview process.

Erkel asked if he would take into consideration what has been seen in their performance. Cielocha noted that it is the case.

Miller noted that he likes the idea and wants to support Cielocha.

Mundle asked if there a yearly reviews of officers. Cielocha stated that he would have to figure out if they would do them.

Cielocha stated that he is in favor of yearly reviews for all members of the Fire Department.

2.0 – Proposed Modification of Officer Core

Cielocha discussed the hierarchy of the fire Department and noted that the Officer Core change he is requesting is to have a captain at each station.

Cielocha noted that if they got enough people at Station 3, they could add a lieutenant there, but for right now, they are not there.

Mundle asked if he would have to come back before the City Council to open that lieutenant's role at Station 3. Cielocha noted that any Officer Core change he would bring back to the City Council so that everyone is on the same page.

Erkel asked for the pay difference between a lieutenant and a captain. Cielocha noted that he has those numbers at his desk and can send them to the Council.

Anderson asked about the Capstone report that put emphasis on leadership, and asked why there is no mention of leadership in the requirements anymore.

Cielocha stated that it was brought to his attention that the Basic Pumps Class is no longer offered in-house, so he replaced it with the Fire Apparatus Operator course.

Cielocha stated that Leadership 1, 2, and 3 are no longer offered, and there are many different routes they can take.

Cielocha stated that the certifications give them a good foundation to build off of, but that does not mean they stop there. Cielocha noted that he pushes his men to learn from men who are in the service, and there are lots of great leadership conferences outside of the Minnesota Fire Department.

Erkel asked if the classes were advertised to the firefighters and asked who paid for them. Cielocha noted that they do advertise, and if the firefighters request to attend, the Fire Department pays for them.

Mundle stated that he has no issues with the new captain position.

3.0 – Proposed Senior Firefighter Duty Officer Creation

Anderson noted that under position requirements, there is nothing really there, and there should be some kind of medical requirements. Cielocha noted that it was an oversight on his part.

Anderson asked for the differences between the Duty Officer and the Senior Firefighter and stated that he thinks that should be included in the document. Cielocha stated that he would like to table this item until he can bring a proper and corrected document before the Council.

Anderson noted that it does seem broad and needs a better description. Cielocha stated that he agrees.

Cielocha stated that the policy set forth would not change, and is also in the document before the Council.

Cielocha stated that before his arrival, the chief, deputy chief were on rotation to help answer calls from 1700 to 0500. Anderson clarified that the Chief was not in that rotation.

Cielocha proposed this senior firefighter duty officer program for those who are interested and meet the requirements to fill that role for a week and be compensated, and it stretches out the rotation.

Cielocha stated that it would fill a need with no financial impact. Cielocha stated that he does not anticipate it being a problem, just some questions arising.

1 Erkel asked about the schedule. Cielocha stated that officers rotate on a week-long basis, and it
2 occurs on Monday night. Captain 1 takes the response vehicle from Monday night to Monday
3 morning at 0500, and then it would rotate all the way through.

4 Erkel noted that this seems like a good idea. Cielocha noted that if it gets approved here, then they
5 can bring it to everybody and see who is interested.

6 Cielocha stated that they work with their people to get coverage figured out in the case of a personal
7 emergency arising.

8 **4.0 – Short-Term Rental Ordinance (19520 West Tri-Oak Circle Northeast)**

9 Look presented the staff report indicating that they do not have code for short-term rental properties
10 and noted that there have been complaints regarding gatherings at the rental property at 19520
11 West Tri-Oak Circle Northeast.

12 Look stated that there are Health Department complaints that could exist, and inspections are
13 needed for safety and wellness. Look asked if this is something the Council would like staff to look
14 into further.

15 Look stated that if there are going to be ordinances that treat these properties as somewhat
16 commercial business-like operations, and put some parameters around them to ensure safety as far
17 as the structure is concerned.

18 Erkel stated that they have parking ordinances for not parking on the street overnight or towing
19 vehicles that are parked on the lawn. Look noted that they may be parking on the street and right-of-
20 way, but is unsure.

21 Mundle noted that the neighbors are entitled to quiet enjoyment of their property. Mundle asked if
22 there was anything in their current rental ordinances that would apply to this property.

23 Look noted that nothing in their Code restricts rental properties from hosting gatherings. Look noted
24 that it is hard to enforce complaints when there is no ordinance that prohibits it.

25 Erkel asked how big the lot is. Anderson noted that it is a lake lot and is 0.78 acres.

26 Look stated that a short-term rental ordinance probably would not prohibit this from happening, but
27 could put some parameters on parking and things.

28 Mundle asked if there are two different issues they are trying to solve here. Look stated that short-
29 term renters usually come in for a weekend, then leave, but long-term renters usually coexist in a
30 neighborhood and may have more respect for neighbors compared to short-term renters.

31 Miller noted that they need to look out for their residents first and foremost.

32 Mundle asked if the Sheriff's department could handle some of this stuff. Mundle stated that if there
33 is a way to curb this behavior so that it does not affect other VRBO renters, he would like to look into
34 that.

35 Look stated that Gerard will look into the model ordinances other cities have. Mundle stated that he
36 does not want the good renters to have to jump through so many hoops, if possible.

37 **5.0 – Adjourn**

38 Work Meeting adjourned at 6:50 p.m.

39 Submitted by:

40 Lilian Rokosz

41 *TimeSaver Off Site Secretarial, Inc.*

DRAFT MINUTES: NOT YET APPROVED

EAST BETHEL CITY COUNCIL MEETING

October 27, 2025

The East Bethel City Council met on October 27, 2025, at 7:00 p.m. for the regular City Council meeting at City Hall.

MEMBERS PRESENT: Ardie Anderson Suzanne Erkel Brian Mundle
Tim Miller Jim Smith

ALSO PRESENT: Matt Look, City Administrator
Jacob Saufley, City Attorney
Grace Gerard, City Planner
Jeff Cielocha, Fire Chief

1.0 Call to Order

The October 27, 2025, City Council meeting was called to order by Mayor Anderson at 7:00 p.m.

2.0 Pledge of Allegiance

The Pledge of Allegiance was recited.

3.0 Adopt Agenda

Mundle stated I'll make a motion to adopt tonight's agenda. Miller stated I'll second. Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion passes unanimously.**

4.0 Presentations and Public Hearings

4.0 A Anoka County Sheriff's Report

Lieutenant Derek Peters presented the September 2025 Sheriff's Report, stating the Sheriff's Department responded to 389 calls for service, 7 thefts, 13 assault reports, 45 arrests, 179 traffic stops, 38 traffic citations, and discussed a few notable calls from September.

Peters noted that ASCO and East Bethel Fire have responded to multiple water rescues on Coon Lake, primarily involving the community hunters. Peters urged anyone out there to wear life preservers, share their plans with others, and prepare for unexpected water immersions.

Peters encourages safe practices for all parents/guardians and trick-or-treaters, to use reflective or light-up gear to increase visibility on roads, inspect treats before consumption, and call 911 if any suspicious behavior is noticed.

Informational; no action required.

4.0 B Fire Department Monthly Report

Fire Chief Cielocha presented the September 2025 report and noted that they responded to 75 calls, of which 39 were medical, 18 good intent, and 3 fire-related calls. He stated that since the last meeting, they have implemented Duty Crew, and they have answered 8 calls so far that have not resulted in an all-call.

Cielocha noted that one of the calls the duty crew responded to was an EV car fire, and Deputy Chief Uden was able to jump into the engine and were able to keep the fire to an engine compartment fire and not allow it to get to the battery.

Cielocha discussed a few of the notable incidents that occurred during the month of September.

1 Cielocha noted that Fire Prevention was at the beginning of October, and they went to schools and
2 interacted with over 400 students and staff, and had great participation and questions.

3 Cielocha noted that 200-300 people attended the open house, and they had a few different
4 demonstrations for participation.

5 Cielocha stated that they are still looking for 3 more firefighters before the Academy in February.

6 Cielocha stated that 3 of their new firefighters completed EMR, and they will hopefully get them out
7 on the trucks soon.

8 Erkel asked what the East Bethel Fire Department has that is better than other surrounding cities,
9 which can help with recruitment. Cielocha stated that it will be driven by the job description that the
10 City has.

11 Thanked Cielocha for putting together the duty crew and also thanked Peters for finding ways to
12 tweak the system to help the City.

13 **Informational; no action required.**

14 **4.0 C Public Hearing: Ordinance No. 2025-07 - Liquor Consumption on City Property**

15 Look stated that at the 8/25/2025 Council Work Meeting, Council directed staff to prepare an
16 ordinance change specifically allowing liquor consumption at the Senior/Community Center during
17 reservations.

18 Look noted that in Minnesota, there are Statutes that place some limitations on a City Council's
19 discretion regarding liquor consumption in a community center (or other "public facility").

20 Look discussed the State Statute that states, M.S. § 340A.414 ("Consumption and Display Permits"),
21 "No business establishment or club which does not hold an on-sale intoxicating liquor license may
22 directly or indirectly allow the consumption and display of alcoholic beverages... without first having
23 obtained a permit from the commissioner." However, it also says: "Rental of a public facility does not
24 make a subdivision or the facility a 'business establishment' for the purposes of this chapter." That
25 suggests that simply renting a community center by itself doesn't trigger the "business
26 establishment" rules of the statute.

27 Look stated that if the city wanted to allow unrestricted liquor consumption in the community center
28 without obtaining any permit, that might conflict with § 340A.414's requirement for a
29 consumption/display permit (if the activity constitutes "consumption and display of alcoholic
30 beverages" by a "business establishment or club" without an on-sale license).

31 Look noted that the City Council still has power: municipalities can regulate more strictly than the
32 state (but not less strictly) under § 340A.504(6) and other enabling statutes for local regulation.
33 Nevertheless, if consumption/display occurs, the permit process (and local consent) may still apply,
34 because § 340A.414 says the governing body (city/county) must approve the permit. Thus, the City
35 Council has a role in approving.

36 Look stated that the attached suggestion to amend Section 6-64 of the City Code may allow Council
37 to pass a resolution permitting on-site alcohol consumption with the prerequisite of obtaining a
38 reservation agreement approved by the managing authority for the City-owned property (Seniors for
39 the Senior/community center, Public Works Manager for the ice arena, or City parks, etc).

40 Erkel asked for clarification on what the reservations and the contract signed entail.

41 Anderson opened the public hearing at 7:19 p.m.

1 No comments received.

2 Anderson closed the public hearing at 7:19 p.m.

3 Saufley stated that the process the City uses to reserve the community spaces would not change.
4 Saufley stated that what would be required as part of an application that would allow the sale and
5 consumption of liquor in a City space would be looked at.

6 Look stated that this does open the City up to liability. Look asked if there is enough gain compared to
7 the potential risk.

8 Erkel stated that other Community Centers allow people to have alcohol if they are renting rooms for
9 events, but is not sure what they went through to get that.

10 Mundle asked if this would just be for the senior center, or would it open up the potential for alcohol
11 on any City-owned property.

12 Look stated that, as it is currently written, it would be for any City-owned property.

13 Erkel noted that she is fine with it opening up for other places as well.

14 Anderson asked if this reservation form is something the City has. Look stated that the seniors run
15 the reservations, so they would be permitting the seniors to put restrictions on sales.

16 Erkel stated that she had to get a one-day insurance policy in the past, and they do require the
17 renters to get insurance.

18 Saufley noted that the ordinance is written in an agnostic sense that applies to everybody, so any
19 group could come up and make an application. Saufley stated that he would be cautious in taking the
20 approach of restricting certain groups, because they have to make decisions based on the merits of
21 the application.

22 Saufley stated that if the intention is to restrict it to a particular public center rather than all City-
23 owned buildings, then they need to be specific about that requirement.

24 Mundle noted that they have not had the conversation to allow alcohol at all City-owned properties,
25 and this was brought forward mainly for the seniors at the Senior Center.

26 Mundle stated that if they pursue this, he thinks it needs to be pursued just for the Senior Center.

27 Erkel stated that she changed her mind and agrees with Mundle.

28 Look noted that he does not know if they can just limit this to the seniors.

29 Mundle asked if they could limit it just to the seniors.

30 Saufley stated that he would have to look into it because he is unsure if that is an avenue they want
31 to go down as a City.

32 Erkel stated that the seniors would have oversight of insurance, applications, etc.

33 Saufley stated that he is not familiar with how the senior center is run daily, but can connect with City
34 staff. Saufley noted that at some point, the City has oversight in approving applications for its spaces.

35 Mundle asked if the appropriate process at this point should be to table this item.

36 Anderson asked if they should table it or continue the public hearing to a later date.

37 Saufley noted that either can be done, and this public hearing was just for the ordinance changes that
38 were presented tonight, but the ordinance might change in the future.

Anderson reopened the public hearing at 7:40 p.m.

Erkel stated I'll make a motion to continue the public hearing for Ordinance No. 2025-07, Liquor Consumption on City Property, until the November 24, 2025, City Council meeting. Miller stated I'll second. Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion passes unanimously.**

Erkel stated I'll make a motion to table Ordinance No. 2025-07, Liquor Consumption on City Property until the November 24, 2025, City Council meeting. Miller stated I'll second. Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion passes unanimously.**

5.0 Public Forum

No one appeared.

6.0 Consent Agenda

Item A: Approve Bill List

Item B: Approve Meeting Minutes October 13, 2025 City Council Meeting

Item C: Hire of Seasonal Ice Arena Attendant

Item D: Continuation of Public Hearing: 4462 Channel Lane Easement Vacation to 11/10/2025

Item E: Fire Department of Job Descriptions

Mundle stated I'll make a motion to approve Consent Agenda as presented. Erkel stated I'll second. Anderson asked any discussion? To the motion, all in favor say aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion passes unanimously.**

7.0 New Business. Commission, Association, and Task Force Reports

7.0 A Planning Commission

None.

7.0 B Economic Development Authority

None.

7.0 C Park Commission

None.

8.0 Department Reports

8.0 A Community Development

8.0 A.1 2025 System Statement for 2050 Comprehensive Plan Cycle

Gerard stated that last month, the Met Council published the 2025 System Statement for East Bethel, which officially kicks off the planning cycle for the 2050 Comprehensive Plan.

Gerard stated that the Metropolitan Land Planning Act, a state law first passed in 1976

and amended several times since, requires local governments in the seven-county Twin Cities area to prepare and adopt local comprehensive plans. The law specifies required plan elements. Cities are required to prepare and adopt the 2050 Comprehensive Plan by December 31, 2028. The City's Comprehensive Plan will be reviewed for substantial conformance with regional systems.

Gerard stated that by 2050, East Bethel's population is forecasted to increase by 3,614, resulting in a total of 15,400 residents. Of this, it is forecasted that 3,196 of those residents will be served by the Metropolitan Council's wastewater infrastructure. Staff has determined that this growth forecast is generally appropriate and does not plan to dispute it.

1 Gerard noted that East Bethel has received the community designations of "Rural Center" and
2 "Diversified Rural". Gerard noted that the full description of those is included in the agenda packet.

3 Gerard stated that these community designations are consistent with the community designations
4 assigned to the City during the 2040 Plan cycle.

5 Gerard noted that one difference between the 2040 and 2050 Community Designations map is that,
6 in 2040, the entire Highway 65 corridor and area along the southern boundary of East Bethel
7 extending to the East was designated as a rural center. This Southeastern portion of the Rural Center
8 designation was disputed in the 2040 Comprehensive Plan. In the 2050 Community Designation, only
9 the areas within the 2050 MUSA are designated as rural centers. All other areas are designated as
10 Diversified Rural.

11 Staff has identified one error between the 2040 Plan and 2025 System Statement community
12 designation, LTSA, and Regional Sanitary Sewer System maps in the northwest corner of the City and
13 will bring this inconsistency up for correction with the Metropolitan Council.

14 Gerard noted that staff have determined that the community designations, LTSA, and 2050 MUSA are
15 appropriate, though a discussion is planned with the Metropolitan Council to get further information
16 on these changes and their implications on the 2050 Plan.

17 Gerard stated that with each comprehensive planning cycle, the Metropolitan Council determines a
18 regional need for low-income housing and provides each jurisdiction with an affordable housing need
19 allocation. The regional need for future affordable housing units from 2031-2040 is 39,700 new units.
20 East Bethel's share of this number is 108 new units.

21 Gerard stated that to accommodate this, East Bethel's 2050 Comprehensive Plan is required to guide
22 an adequate amount of land, using the Metropolitan Council's formula, that could be developed at
23 densities that support affordability at less than 30%, 31-50%, and 51-60% Area Median Income.

24 Gerard noted that cities are not required to produce their share of the future affordable housing
25 allocation but must guide land in a manner that could facilitate the development of the prescribed
26 number of units.

27 Gerard stated that a 2023 update to the Metropolitan Land Planning Act requires all comprehensive
28 plans to acknowledge statewide targets for greenhouse gas emission reductions, include a
29 greenhouse gas emissions inventory, and identify climate mitigation and adaptation strategies within
30 their community. The Metropolitan Council has provided guidance on acceptable strategies, and
31 communities may decide which strategies are appropriate for them.

32 Gerard stated that planning staff will be meeting with the City's Metropolitan Council Sector
33 Representative later this week to discuss the 2025 System Statement, resolve inconsistencies, and
34 discuss requirements of the 2050 Plan. Planning staff will also be seeking more information on
35 eligibility for a grant from the Metropolitan Council to assist with the cost of updating the
36 Comprehensive Plan.

37 Gerard noted that staff anticipates formally beginning the process of drafting the 2050
38 Comprehensive Plan in early 2026. During this planning cycle, staff will engage residents, local
39 businesses, and East Bethel's Council and Commission members in the planning process, seeking
40 input and providing frequent updates on ongoing efforts.

41 Erkel asked how many of these changes are mandatory rather than optional. Gerard stated that the
42 Met Council provides a checklist of things that are mandatory.

1 Erkel noted that she thinks the public needs to be involved with input, and asked what opportunities
2 for input there will be. Gerard stated that it can be shaped by the City Council, and she is thinking of
3 ways to work on community engagement starting in 2026 as well.

4 Mundle stated that for the 2040 plan, they had multiple meetings where they invited residents to see
5 presentations and give feedback.

6 Look stated that changing the 2040 to 2050 will not be a huge change, but minor adjustments. Gerard
7 stated that there are new requirements to consider.

8 **8.0 B Engineer Report**

9 None.

10 **8.0 C City Attorney**

11 None.

12 **8.0 D Finance**

13 None.

14 **8.0 E Public Works**

15 None.

16 **8.0 F Fire Department**

17 None.

18 **8.0 G City Administrator Report**

19 **8.0 G.1 Review of Facility Needs Study Proposals**

20 Look noted that the Council approved and directed Staff to start the process of soliciting Requests for
21 Proposals for a facility needs study.

22 Look presented the summary of firms and costs associated with each respective proposal.

23 Look stated that this roadmap will allow staff to plan for upcoming expenses to existing facilities and
24 determine if levy dollars are necessary to bank for future projects.

25 Erkel asked where this money is coming from. Look stated that they will have this money budgeted,
26 and they have money banked for facility needs already, and they levy about \$50,000 a year for that.

27 Look noted that there would need to be a motion on this, whoever they choose, and the dollar
28 amount.

29 **Erkel stated I'll make a motion to approve ICS Wold as the company to conduct the Facility Needs**
30 **Study. Mundle stated I'll second.** Anderson asked any discussion?

31 Miller stated that it is ironic to be taking money from a possible future capital improvement need to
32 get a study done to tell them what their capital improvement future needs will be, but he thinks it
33 should be done.

34 Anderson noted that he has worked with ICS Wold, and a few of the other companies before, and
35 they are all good, but thinks ICS Wold will be excellent for the City.

36 To the motion, all in favor say aye. **All in favor.** Anderson asked any opposed? That motion passes.
37 **Motion passes unanimously.**

38 **9.0 – Other Items**

39 **9.0 A Staff Report**

1 Look stated that staff were given direction to work with the seller of 1347 Sims Road, the seller
2 decided to withdraw from working with the City, and the deal fell away. Look stated he received a call
3 from the realtor that they would like to come back to the table and negotiate with the City.

4 Look noted that there will need to be a commercial appraisal done, and they will need a title
5 commitment, a survey on the property, and it would be a cash deal to purchase the land.

6 Look asked if the Council is still favorable to pursue this or not.

7 Look stated that this is on the corner of the nexus where they are looking at the water treatment,
8 wells, etc., going into the schools.

9 Smith asked what the price they were negotiating on the last time was. Look stated that he believes it
10 was \$230,000, lower than the assessed value.

11 Saufley stated that they could go to a closed session to discuss the extent to which they intend to
12 develop offers to purchase property.

13 Erkel noted that she is still interested in pursuing this forward. Miller agreed but noted they still have
14 questions that need to be answered.

15 Smith asked if they are currently renting out the property or living in it. Look noted that they are
16 trying to determine that, and the septic system may or may not be operational.

17 Look noted that the propane tanks are above ground, not in the ground.

18 Smith stated that he thinks they should pursue it through.

19 Look stated that the Senate Bonding Tour is coming tomorrow at 5:20 p.m. to the Sims and I-65
20 corner, and they will provide them with water samples and flyers on the project. Look noted that on
21 November 13, 2025, there will be a House Bonding Tour.

22 9.0 B Council Reports

23 Erkel noted that she attended two airport meetings.

24 Erkel noted that this Friday is the Senior Halloween dance and will have a trunk-or-treat at 4:30 p.m.

25 Erkel reminded that the Fall Town Hall meeting will be on November 13, 2025.

26 Mundle wished everyone a safe and happy Halloween.

27 Miller noted that they had a good Parks meeting and discussed park fees, and that has been sent to
28 the Planning Commission for ideas.

29 Miller stated that he got to go on a ride-along with the ACSO, touring the City.

30 10.0 Adjourn

31 **Mundle stated I'll make a motion to adjourn. Erkel stated I'll second.** To the motion, all in favor say
32 aye. **All in favor.** Anderson asked any opposed? That motion passes. **Motion passes unanimously.**

33 Meeting adjourned at 8:16 p.m.

34 Submitted by:

35 Lilian Rokosz

36 *TimeSaver Off Site Secretarial, Inc.*

**CITY OF EAST BETHEL
EAST BETHEL, MINNESOTA**

RESOLUTION NO. 2025-60

RESOLUTION DESIGNATING SURPLUS PROPERTY

WHEREAS, the City of East Bethel owns and operates a fleet of trucks and equipment for the purposes of maintaining its city streets and parks; and

WHEREAS, the City of East Bethel has adopted a plan for the replacement of trucks and equipment; and

WHEREAS, the 2008 Freightliner plow truck has come to the end of its useful service life as a reliable and dependable piece of equipment; and

WHEREAS, the City Council of East Bethel has approved the purchase of replacement equipment pursuant to the Equipment Replacement Schedule; and

WHEREAS, the City of East Bethel will offer the 2008 Freightliner plow truck up for public auction.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the 2008 Freightliner plow truck is hereby declared as surplus property and direction to dispose of the property is hereby authorized.

Adopted this 10th day of November 2025 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Arden Anderson, Mayor

ATTEST:

Matt Look, City Administrator

Price quote for: **SINGLE AXLE CAB/CHASSIS**

Vendor Name: **Nuss Truck and Equipment**
 Contact Person: **Dan Chipman**
 Street Address: **2195 WEST COUNTY ROAD C2**
 P.O. Box:
 City, State, Zip **ROSEVILLE, MN 55113**
 Phone #: **612-297-6496**
 Toll Free #: **800-704-0935**
 Fax #: **651-635-0928**
 Email Address: dchipman@nussgrp.com

Version of Excel used:

Spec #	Information Requested
--------	-----------------------

- 1.0** Make & Model
- C.A. & W.B. dimension
- Front Axle Location (Set Forward, Set Back)
- Frame, Steel PSI
- Frame, Section Modulus
- Frame, Resistance to Bending Moment
- Frame overhang length
- Type of fasteners used on frame members
- Front bumper description
- Front Axle Type & Size
- Front Spring length
- Front brake size
- Front Brake chamber size
- U Joint Make, Model & Type (1/2 round, etc.)
- Rear Axle Type & Size

Rear brake size

Rear brake chamber size

Parking Brake Type & Model #

Front Tire Make & Size

Front Rim Size & Rating

Rear tire make & size

Rear rim size & rating

Air compressor type & size

Air dryer info

Engine type, HP & torque

Type of engine fan drive

Exhaust description

Starter motor Make & Model

Right side steering assist (Auxiliary gear, hydraulic ram or none)

Transmission Make & Model, # of Speeds

Clutch size and # of plates

Battery CCA, # of batteries, CCA of each battery

Fuel tank size, shape and material

Alternator Type & Size

Radiator Sq in & Material

Type and number of horns

Cab ride (type of mounting)

Cab size door to door, floor to ceiling

Distance of cab floor to ground

Description of seats supplied with base cab & chassis

Windshield washer nozzle location

Interior package (Low, Med or Premium)

Does unit include cruise control

How is dome light activated

Steering wheel adjustment (tilt, telescoping, etc.)

Cab grab handle locations

Storage pocket description

Cab Gauges, List

Dimmer switch location

Paint description

Cab & chassis warranty (time & mileage)

Engine warranty (time & mileage)

Transmission warranty (time & mileage)

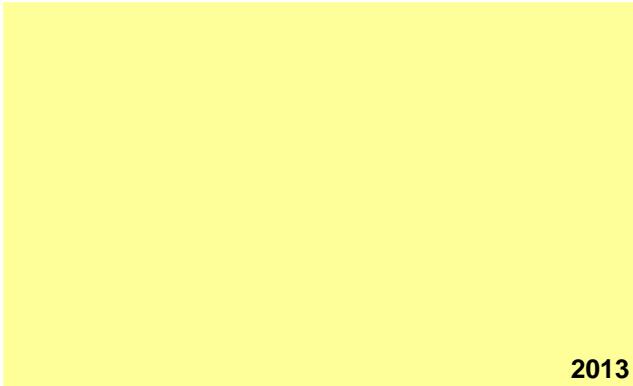
Rear end warranty (time & mileage)

Delivery of chassis starting point

Estimated weight on front axle of base unit

Estimated weight on rear axle of base unit

chedule



2013

Answer

2025 MACK GRANITE 42BR (T) TA

92" CA, 180" Wheelbase

SET BACK

120,000 PSI

17.7 SM

2,120,000 RBM

62" AF

HUCK

Swept Back Steel

Mack FXL12, 12,000 lbs.

55"

16.5" x 5" Meritor "S" Cam Type Q+

24"

Meritor 17 MXL Extended Life

Mack RA23R 23,000 lbs

Meritor"S" CAM 16.5"x7" Q+

30/30

Haldex/Anchorlok

11R22.5 14 Ply Bridgestone R268

22.5 x 8.25 7,400 lbs

11R22.5 14 PLY Bridgestone M726 ELA

22.5 x 8.25 7,400 lbs

WABCO 37.4 CFM

WABCO System Saver 1200 Plus

Mack MP7-345M - 325HP @1600-1800 RPM
1350/LB/FT Max Torque

Behr Fan And Electronic Modulating Viscous Fan
Drive

Clarteck one DPF/SCR right hand under cab

Delco 39MTHD

None

Eaton Fuller FRO-14210C

15.5" Two Plate

Three Mack 760/2280 CCA

66 Gallon Alum Sleeved D-Shaped

Delco 12V 160A (28SI Brush Type)

Aluminum Core

One Mack Rectangle Air

Air Ride Cab

78", 62"

47"

Driver: Mack-Air High Back (1 Chamber Air Lumbar)
Passenger: Mack-Fixed, High Back

Mounted on Wiper Arm

Comfort Trim Package (Med)

Yes

Door & Cab Switch

Tilt & Telescoping

RH & LH Behind Door

Two Storage Compartment & Net Retainers with
Center Mounting for CB Provisions

Air Pressure, Voltmeter, Engine Coolant
Temperature, Engine Oil Pressure, Speedometer,
Tachometer, Exhaust Pyrometer, and Transmission
Oil Temperature

Turn Signal

Mack White

One Year or 100,000 Miles

Two Years or 250,000 miles

Fuller - Three years or 350,000 Miles

Mack - Five Years or 500,000 Miles

Roseville, MN 55113

6,108

6,816

SINGLE AXLE CAB/CHASSIS

Exhibit D: Price Schedule

VENDOR NAME **NUSS TRUCK & EQUIPMENT**

MAKE AND MODEL **2025 MACK GRANITE 42FR (T) TA**

This section for use when ordering	
WB	165
CA	99" (Towmaster to Verify)
AF	63"
Rear Ratio	4.56
Cab Color	Dark Green (L5946)
Wheel Color	Aluminum
Notes	City of East Bethel, 10.13.25(NUSS2025000477D865)

Grand Total \$ 158,219.76

Code	Spec #	Description	Qty	2025 Price	Subtotal
002EO2	1.0	Price for Base Unit:	1	\$ 110,665.00	\$ 110,665.00
	2.0	FRAME OPTIONS			
AOXF3X	2.1	Front frame extension	1	\$ 1,210.00	\$ 1,210.00
12XCNX	2.2	Custom hole punching in frame		\$ 100.00	\$ -
4DXZ1X	2.3	Deduct for no front bumper		\$ (65.00)	\$ -
4YAAX	2.4	Frame fastener option (bolt or huck spun)	1	STD	
	2.5	Frame, R.B.M., S.M., PSI, CT			
MC	2.6	2,120,000 17.7 120,000 87 - 112 CA		\$ (64.00)	\$ -
MC	2.7	2,120,000 17.7 120,000 113 - 133 CA		STD	
MC	2.8	2,120,000 17.7 120,000 134 - 152 CA		\$ 107.00	\$ -
MC	2.9	2,120,000 17.7 120,000 153 - 199 CA		\$ 406.00	\$ -
MC	2.10	2,120,000 17.7 120,000 200 - 236 CA		\$ 482.00	\$ -
MC	2.11	2,470,000 20.6 120,000 87 - 112 CA		\$ 176.00	\$ -
MC	2.12	2,470,000 20.6 120,000 113 - 133 CA		\$ 240.00	\$ -
MC	2.13	2,470,000 20.6 120,000 134 - 152 CA		\$ 347.00	\$ -
MC	2.14	2,470,000 20.6 120,000 153 - 199 CA		\$ 646.00	\$ -
MC	2.15	2,470,000 20.6 120,000 200 - 236 CA		\$ 722.00	\$ -
MC	2.16	2,820,000 23.5 120,000 87 - 112 CA	1	\$ 521.00	\$ 521.00
MC	2.17	2,820,000 23.5 120,000 113 - 133 CA		\$ 585.00	\$ -
MC	2.18	2,820,000 23.5 120,000 134 - 152 CA		\$ 692.00	\$ -
MC	2.19	2,820,000 23.5 120,000 153 - 199 CA		\$ 991.00	\$ -
MC	2.20	2,820,000 23.5 120,000 200 - 236 CA		\$ 1,067.00	\$ -
MC	2.21	3,160,000 26.3 120,000 87 - 112 CA		\$ 744.00	\$ -
MC	2.22	3,160,000 26.3 120,000 113 - 133 CA		\$ 808.00	\$ -
MC	2.23	3,160,000 26.3 120,000 134 - 152 CA		\$ 915.00	\$ -
MC	2.24	3,160,000 26.3 120,000 153 - 199 CA		\$ 1,214.00	\$ -
MC	2.25	3,160,000 26.3 120,000 200 - 236 CA		\$ 1,290.00	\$ -
	2.26	DOUBLE FRAME - PARTIAL IC REINFORCEMENT			
MC	2.27	3,230,000 26.9 120,000 87 - 112 CA		\$ 801.00	\$ -
MC	2.28	3,230,000 26.9 120,000 113 - 133 CA		\$ 865.00	\$ -
MC	2.29	3,230,000 26.9 120,000 134 - 152 CA		\$ 972.00	\$ -
MC	2.30	3,230,000 26.9 120,000 153 - 199 CA		\$ 1,214.00	\$ -
MC	2.31	3,230,000 26.9 120,000 200 - 236 CA		\$ 1,290.00	\$ -
MC	2.32	3,580,000 29.8 120,000 87 - 112 CA		\$ 1,041.00	\$ -
MC	2.33	3,580,000 29.8 120,000 113 - 133 CA		\$ 1,105.00	\$ -

MC	2.34	3,580,000	29.8	120,000	134 - 152 CA		\$	1,212.00	\$	-	
MC	2.35	3,580,000	29.8	120,000	153 - 199 CA		\$	1,511.00	\$	-	
MC	2.36	3,580,000	29.8	120,000	200 - 236 CA		\$	1,587.00	\$	-	
MC	2.37	3,920,000	32.7	120,000	87 - 112 CA		\$	1,376.00	\$	-	
MC	2.38	3,920,000	32.7	120,000	113 - 133 CA		\$	1,450.00	\$	-	
MC	2.39	3,920,000	32.7	120,000	134 - 152 CA		\$	1,657.00	\$	-	
MC	2.40	3,920,000	32.7	120,000	153 - 199 CA		\$	1,856.00	\$	-	
MC	2.41	3,920,000	32.7	120,000	200 - 236 CA		\$	1,932.00	\$	-	
MC	2.42	4,260,000	35.5	120,000	87 - 112 CA		\$	1,832.00	\$	-	
MC	2.43	4,260,000	35.5	120,000	113 - 133 CA		\$	1,673.00	\$	-	
MC	2.44	4,260,000	35.5	120,000	134 - 152 CA		\$	2,003.00	\$	-	
MC	2.45	4,260,000	35.5	120,000	154 - 199 CA		\$	2,301.00	\$	-	
MC	2.46	4,260,000	35.5	120,000	200 - 236 CA		\$	2,384.00	\$	-	
	2.47	DOUBLE FRAME - FULL IC REINFORCEMENT									
MC	2.48	3,230,000	26.9	120,000	87 - 112 CA		\$	1,001.00	\$	-	
MC	2.49	3,230,000	26.9	120,000	113 - 133 CA		\$	1,065.00	\$	-	
MC	2.50	3,230,000	26.9	120,000	134 - 152 CA		\$	1,172.00	\$	-	
MC	2.51	3,230,000	26.9	120,000	153 - 199 CA		\$	1,414.00	\$	-	
MC	2.52	3,230,000	26.9	120,000	200 - 236 CA		\$	1,490.00	\$	-	
MC	2.53	3,580,000	29.8	120,000	87 - 112 CA		\$	1,241.00	\$	-	
MC	2.54	3,580,000	29.8	120,000	113 - 133 CA		\$	1,305.00	\$	-	
MC	2.55	3,580,000	29.8	120,000	134 - 152 CA		\$	1,412.00	\$	-	
MC	2.56	3,580,000	29.8	120,000	153 - 199 CA		\$	1,711.00	\$	-	
MC	2.57	3,580,000	29.8	120,000	200 - 236 CA		\$	1,787.00	\$	-	
MC	2.58	3,580,000	29.8	120,000	87 - 112 CA		\$	1,576.00	\$	-	
MC	2.59	3,580,000	29.8	120,000	113 - 133 CA		\$	1,650.00	\$	-	
MC	2.60	3,580,000	29.8	120,000	134 - 152 CA		\$	1,857.00	\$	-	
MC	2.61	3,580,000	29.8	120,000	153 - 199 CA		\$	2,056.00	\$	-	
MC	2.62	3,580,000	29.8	120,000	200 - 236 CA		\$	1,787.00	\$	-	
MC	2.63	3,920,000	32.7	120,000	87 - 112 CA		\$	1,576.00	\$	-	
MC	2.64	3,920,000	32.7	120,000	113 - 133 CA		\$	1,650.00	\$	-	
MC	2.65	3,920,000	32.7	120,000	134 - 152 CA		\$	1,857.00	\$	-	
MC	2.66	3,920,000	32.7	120,000	153 - 199 CA		\$	2,056.00	\$	-	
MC	2.67	3,920,000	32.7	120,000	200 - 236 CA		\$	2,132.00	\$	-	
MC	2.68	4,260,000	35.5	120,000	87 - 112 CA		\$	2,032.00	\$	-	
MC	2.69	4,260,000	35.5	120,000	113 - 133 CA		\$	1,873.00	\$	-	
MC	2.70	4,260,000	35.5	120,000	134 - 152 CA		\$	2,203.00	\$	-	
MC	2.71	4,260,000	35.5	120,000	153 - 199 CA		\$	2,501.00	\$	-	
MC	2.72	4,260,000	35.5	120,000	200 - 236 CA		\$	2,584.00	\$	-	
	2.73	TRIPLE FRAME - FULL IC REINFORCEMENT									
MC	2.74	5,688,000	47.4	120,000	87 - 112 CA		\$	4,960.00	\$	-	
MC	2.75	5,688,000	47.4	120,000	113 - 133 CA		\$	5,024.00	\$	-	
MC	2.76	5,688,000	47.4	120,000	134 - 152 CA		\$	5,131.00	\$	-	
MC	2.77	5,688,000	47.4	120,000	153 - 199 CA		\$	5,430.00	\$	-	
MC	2.78	5,688,000	47.4	120,000	200 - 236 CA		\$	5,506.00	\$	-	
4DXM2X	2.79	Flush bright finish channel steel						\$	113.00	\$	-
4DXM6X	2.80	Extended stylized-silver-bright finish steel w/stone guard						\$	1,495.00	\$	-
4DXN8X	2.81	Extended - swept back steel, bright finish with stone guard - includes center tow pin						\$	1,139.00	\$	-
4DXR1X	2.82	Mill finish, flush mounted, unpainted aluminum						\$	68.00	\$	-
4DXN4X	2.83	Extended swept back channel steel (includes center tow pin) w/stone guard						\$	805.00	\$	-
5DXN5X	2.84	Extended swept back channel steel with bright finish w/painted center tow pin						\$	620.00	\$	-

4DXN6X	2.85	Extended swept back steel channel w/bright finish		\$ 258.00	\$ -
4DXM9X	2.86	Extended swept back painted steel	1	STD	
4DX16X	2.87	Flush painted steel		\$ (15.00)	\$ -
4DXP1X	2.88	Flush stainless clad aluminum		\$ 143.00	\$ -
5FXA1X	2.89	Plate type radiator guard		\$ 105.00	\$ -
5FXA2X	2.90	Bright finish plate type radiator guard		\$ 258.00	\$ -
B28018	2.91	Rust Protection Between Frame Rails & Liners		\$ 633.00	\$ -
281AA4	2.92	BOC crossmember, steel HD back to back channel intermediate		\$ 129.00	\$ -
281AA6	2.93	BOC & intermediate crossmember, HD I-Beam		\$ 211.00	\$ -

3.0 FRONT AXLE/SUSPENSION/BRAKE/OPTION

MC	3.1	Set back front axle option	1	STD	
240AA6	3.2	12,000 front axle & matching suspension - Mack FXL12		STD	
240AA7	3.3	14,600 front axle & matching suspension - Mack FXL14.6		\$ 771.00	\$ -
240AA2	3.4	16,000 front axle and matching suspension		\$ 999.00	\$ -
240AA3	3.5	18,000 front axle and matching suspension - Mack FXL18		\$ 1,361.00	\$ -
240AA5	3.6	20,000 front axle and matching suspension - Mack FXL20	1	\$ 2,147.00	\$ 2,147.00
1KAA1X	3.7	23,000 front axle and matching suspension - Mack FXL23		\$ 2,448.00	\$ -
1KAA1X	3.8	Heavy duty front axle shocks	1	STD	
N/A	3.9	Front stabilizer bar		No Bid	
N/A	3.10	Right hand air bag suspension per Spec 3.7, Driver controlled		No Bid	
N/A	3.11	Left air bag suspension per Spec 3.7, Driver controlled		No Bid	
N/A	3.12	Front axle lubrication cap with slotted venthole		No Bid	
245AB0	3.13	Front brake dust shields	1	\$ 22.00	\$ 22.00
YHXB1X	3.14	Dual front auxiliary steering gear	1	\$ 661.00	\$ 661.00
YHXA1X	3.15	RH spring build up for wing plow application		\$ 91.00	\$ -
MOD01D	3.16	LH spring build up for wing plow application		\$ 91.00	\$ -
PK7137	3.17	All wheel drive front axle		\$ 43,000.00	\$ -
0KXB1X	3.18	Twin Steer Front Axle		\$ 18,500.00	\$ -
U3XA5X	3.19	Aluminum front hubs		\$ 103.00	\$ -
MC	3.20	Centerfuse outboard mounted brake drums		\$ 252.00	\$ -
MC	3.21	Multileaf front spring ILO taperleaf (2 leaf spring)		\$ 35.00	\$ -
MC	3.22	HD multileaf front spring ILO taperleaf (2 leaf spring)		\$ 65.00	\$ -
2410L1	3.23	HD taperleaf (3 leaf spring) ILO of taperleaf (2 leaf spring)	1	\$ 65.00	\$ 65.00
U0AB1X	3.24	Meritor EX+ Air Disc Brakes requires Meritor rear brakes		\$ 653.00	\$ -
U0AB8X	3.25	Meritor front slack adjustors - Need same slack on rear axle		\$ 1.00	\$ -
U0AA1X	3.26	Meritor front slack with stainless steel pins		\$ 58.00	\$ -
U0AA8X	3.27	Haldex front slack adjustors - Need same slack adjustor on rear axle		STD	
MC	3.28	Haldex front slack with stainless steel pins	1	\$ 67.00	\$ 67.00

4.0 4.0 SINGLE REAR AXLE/SUSPENSION/BRAKE/OPTIONS

N/A	4.1	17,500# driver differential locking rear axle and matching suspension		No Bid	
N/A	4.2	19,000# rear axle & matching suspension		No Bid	
N/A	4.3	19,000# driver differential locking rear axle and matching suspension		No Bid	
MC	4.4	21,000# rear axle and matching suspension		\$ (480.00)	\$ -
MC	4.5	21,000# driver differential locking rear axle and matching suspension		\$ 82.00	\$ -
N/A	4.6	22,000# rear axle and matching suspension		No Bid	
N/A	4.7	22,000# driver differential locking rear axle and matching suspension		No Bid	
252AA8	4.8	23,000# rear axle and matching suspension: Mack RA23R Rear Axle & 23,000lb Multileaf Rear Suspension	1	STD	
MC	4.9	23,000# driver differential locking rear axle and matching suspension: Mack RA23R Rear Axle & 23,000lb Multileaf Rear Suspension		\$ 562.00	\$ -

252AB2	4.10	26,000# rear axle and matching suspension: Mack RA26R Rear Axle & 26,000lb Multileaf Rear Suspension		\$ 852.00	\$ -
MC	4.11	26,000# driver differential locking rear axle and matching suspension: Mack RA26R Rear Axle & 26,000lb Multileaf Rear Suspension		\$ 1,414.00	\$ -
MC	4.12	Meritor RS23160 rear axle and 26,000# rear suspension, driver diff. lock.		\$ 420.00	\$ -
N/A	4.13	17,500# air suspension in lieu of springs		No Bid	
N/A	4.14	19,000# air suspension in lieu of springs		No Bid	
N/A	4.15	21,000# air suspension in lieu of springs		No Bid	
N/A	4.16	22,000# air suspension in lieu of springs		No Bid	
260AA7	4.17	23,000# air suspension in lieu of springs: AL-231		\$ 322.00	\$ -
N/A	4.18	26,000# air suspension in lieu of springs		No Bid	
ZAX99X	4.19	Dash mounted air dump system		\$ 14.00	\$ -
76AB1X	4.20	½ round universal joints	1	STD	
195AB3	4.21	Spicer 1810 HD drive line with half round universal joints		\$ 126.00	\$ -
1KAA1X	4.22	Rear axle heavy duty shocks		STD	
N/A	4.23	Rear auxiliary spring, 4500#		No Bid	
N/A	4.24	Rear stabilizer bar		No Bid	
UEXA1X	4.25	Rear brake dust shield	1	\$ 22.00	\$ 22.00
252AA5	4.26	Mack RA23R 23,000 lbs rear axle		STD	
252AB1	4.27	Meritor RS-30-185 30,000 lbs rear axle	1	\$ 1,812.00	\$ 1,812.00
118AA5	4.28	Mack interwheel power divider for RA23R axle		\$ 1,588.00	\$ -
018AB7	4.29	Mack 181 Series Carrier		\$ 438.00	\$ -
254AB4	4.30	Driver controlled interwheel differential lock	1	\$ 562.00	\$ 562.00
MC	4.31	Meritor RS-23-160 rear axle and 30,000# rear suspension, driver diff. lock.		\$ 643.00	\$ -
254AB3	4.32	Tractech No-Spin both axle		\$ 1,314.00	\$ -
260AK0	4.33	23,000 lbs Mack Multileaf spring with helper		\$ 130.00	\$ -
260AA4	4.34	26,000 lbs Mack Multileaf spring with helper		\$ 165.00	\$ -
260AB2	4.35	30,000 lbs Mack Multileaf spring with helper	1	\$ 515.00	\$ 515.00
260AA6	4.36	30,000 lbs Mack Multileaf spring		\$ 385.00	\$ -
260AA7	4.37	Mack AL231 air ride suspension		\$ 120.00	\$ -
260AB5	4.38	Neway 30,000 lbs AD-130 air ride suspension		\$ 2,797.00	\$ -
6MAC1X	4.39	Meritor wide track axle		\$ 600.00	\$ -
195AB1	4.21	Spicer 1710 HD drive line with half round universal joints		\$ 116.00	\$ -
195AB0	4.40	Meritor 18 MXL extended lube		\$ 39.00	\$ -
195AA9	4.41	Meritor 176 MXL extended lube		\$ 38.00	\$ -
195AB5	4.42	Dana-spicer SPL170XL Lite extended lube series	1	\$ 361.00	\$ 361.00
195AB6	4.43	Dana-spicer SPL250XL Lite extended lube series		\$ 493.00	\$ -
195AB7	4.44	Dana-spicer SPL250HDXL Lite extended lube series		\$ 502.00	\$ -
1950K5	4.45	Dana-spicer SPL350XL Lite extended lube series		\$ 1,007.00	\$ -
195025	4.46	Dana-spicer SPL350HDXL Lite extended lube series		\$ 1,262.00	\$ -
U1AA1X	4.47	Haldex automatic rear slack adjustor		STD	
U1AA8X	4.48	Haldex automatic rear slack adjustor with stainless steel pins	1	\$ 267.00	\$ 267.00
U1AB1X	4.49	Meritor automatic rear slack adjustor		\$ 1.00	\$ -
U1AB8X	4.50	Meritor automatic rear slack adjustor with stainless steel pins		\$ 267.00	\$ -
0LX11X	4.51	Aluminum preset rear hubs with integrated spindle nut		\$ 22.00	\$ -
253AB3	4.52	Air Disc Brake (17") H-Type - Require Air Disc Front Brakes		\$ 1,345.00	\$ -
253AA4	4.53	Meritor rear brakes - 16.5"x 7" Q+	1	STD	
253AA4	4.54	Meritor 16.5"x 7" P Rear Brakes		\$ 58.00	\$ -
253AA3	4.55	Meritor 18"x 7" P Rear Brakes		\$ 53.00	\$ -
253AA5	4.56	Meritor 16.5"x 7" Heavy Duty Rear Brakes		\$ 28.00	\$ -
253AA7	4.57	Meritor 16.5"x 8-5/8" Rear Brakes		\$ 105.00	

U4XA5X	4.58	Centerifuse outboard brake drums		\$	120.00	\$	-
OLX11X	4.59	Aluminum preset hub with integrated spinle nut		\$	19.00	\$	-

5.0 INTENTIONALLY LEFT BLANK:

5.0 Fifth Wheel options

X6XA2X	5.1	Frame end tapered and open		\$	12.00	\$	-
X6XB2X	5.2	Frame end tapered and closed		\$	30.00	\$	-
330AB7	5.3	Fixed fifth wheel - Holland FW-35		\$	684.00	\$	-
330AE7	5.4	Mechanical slide fifth wheel - Holland FW35, Travel - 24" slide		\$	562.00	\$	-
330AH4	5.5	Air slide fifth wheel - Holland FW35, Travel - 24" slide		\$	986.00	\$	-
464AA5	5.6	Stainless 1/4 fenders, mounted front of tandems		\$	127.00	\$	-
464AA2	5.7	Plastic 1/4 fenders, mounted front of tandems		\$	110.00	\$	-
WHX01X	5.8	Tractor package hookup		\$	297.00	\$	-
7KXA3X	5.9	Behind cab deck plate		\$	681.00	\$	-
330AB8	5.10	Holland fixed with non-tilt 5th wheel		\$	1,385.00	\$	-
330AEF	5.11	Holland manual slide 5th wheel		\$	537.00	\$	-
69XD3X	5.12	Mud flaps with brackets		\$	115.00	\$	-
69XC3X	5.13	Betts B60 stainless steel angled mud flap brackets		\$	161.00	\$	-
51XD1X	5.14	Hose tender & towel bar assembly		\$	58.00	\$	-
5ZXB1X	5.15	Coiled trailer air hose		\$	39.00	\$	-
2UAB1X	5.16	Coiled trailer electrical hose		\$	44.00	\$	-
OBS04S	5.17	Air Weight AW5800 onboard scales		\$	1,118.00	\$	-
6HXBRX	5.18	Medium height 5th wheel ramp guide		\$	228.00	\$	-
322022	5.19	Trailer hook up light		\$	74.00	\$	-

6.0 TIRES/RIMS OPTIONS:

MC	6.1	Nylon wafers or wheel guards on all wheels (10 ea.)	1	\$	51.00	\$	51.00
MC	6.2	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (10 ea.)			STD		
MC	6.3	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (8 ea.) in rear only		\$	16.00	\$	-
900AS0	6.4	11R 22.5 H front tires		\$	142.00	\$	-
9000A0	6.5	12R 22.5 H front tires		\$	376.00	\$	-
N/A	6.6	9000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires			No Bid		
900AC0	6.7	10,000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires	1	\$	569.00	\$	569.00
900AX0	6.8	10,500 lb. 22.5 x 12.25 front steel rims, 385/65R 22.5 J front tires		\$	609.00	\$	-
9001W0	6.9	10,500 lb. 22.5 x 12.25 front steel rims, 425/65R 22.5 J front tires		\$	669.00	\$	-
901AJ6	6.10	11R 22.5 H rear tires		\$	656.00	\$	-
531AF0	6.11	7,300 lb. 24.5" x 8.25" steel front rims		\$	5.00	\$	-
346AF5	6.12	7300 lb. 24.5" x 8.25" rear steel rims		\$	44.00	\$	-
531AF0	6.13	8,000 lb. 24.5" x 8.25" steel front rims		\$	10.00	\$	-
3460C6	6.14	8,000 lb. 24.5" x 8.25" steel rear rims		\$	164.00	\$	-
9002Q0	6.15	11R 24.5 G front tires		\$	136.00	\$	-
9002R0	6.16	11R 24.5 H front tires		\$	166.00	\$	-
901AK7	6.17	11R 24.5 G rear tires		\$	164.00	\$	-
901AK7	6.18	11R 24.5 H rear tires		\$	501.00	\$	-
NUS225	6.19	Steel spare rim, size 22.5 x 8.25		\$	572.00	\$	-
NUS245	6.20	Steel spare rim, size 24.5 x 8.25		\$	660.00	\$	-
NUS090	6.21	Steel spare rim, size 22.5 x 9.0		\$	878.00	\$	-
NUS225	6.22	Steel spare rim, size 22.5 x 12.25		\$	720.00	\$	-
900AB0	6.23	12R22.5 H front tires		\$	618.00	\$	-
901AK2	6.24	12R 22.5 H rear tires		\$	2,137.00	\$	-
7FXC1X	6.25	Wheel lug wrench - includes handle		\$	48.00	\$	-
5310C1	6.26	Aluminum front wheel - 22.5 x 8.25		\$	246.00	\$	-

531A16	6.27	Aluminum front wheel - 24.5 x 8.25		\$ 342.00	\$ -
5310N1	6.28	Aluminum front wheel - 22.5 x 9.0	1	\$ 475.00	\$ 475.00
531AJ0	6.29	Aluminum front wheel - 22.5 x 12.25		\$ 387.00	\$ -
49AA1X	6.30	Polished aluminum front wheel		\$ 48.00	\$ -
49AB1X	6.31	Dura-bright bright finish front wheels		\$ 248.00	\$ -
346A17	6.32	Aluminum rear wheels - 22.5 x 8.25	1	\$ 960.00	\$ 960.00
3460G6	6.33	Aluminum rear wheels - 24.5 x 8.25		\$ 1,120.00	\$ -
235095	6.34	Polished aluminum rear wheel all eight (8) wheels		\$ 320.00	\$ -
2350A5	6.35	Dura-bright bright finish on all eight (8) rear wheels		\$ 1,410.00	\$ -
2350C5	6.36	Dura-bright bright finish on all four (4) outboard rear wheels		\$ 705.00	\$ -
900AA6	6.37	11R22.5 G Michelin XZE2 front tires		\$ 378.00	\$ -
900AX9	6.38	11R22.5 H Bridgestone M863 front tires		\$ 596.00	\$ -
900166	6.39	315/80R22.5 L Michelin XZUS front tires	1	\$ 532.00	\$ 532.00
9007766	6.40	315/80R22.5 L Continental HAU3 WT front tires		\$ 415.00	\$ -
900AW2	6.41	385/65R22.5 J Michelin XZY3 front tires		\$ 284.00	\$ -
900AW4	6.42	425/65R22.5 L Michelin XZY3 front tires		\$ 366.00	\$ -
9004X0	6.43	425/65R22.5 L Bridgestone M870		\$ 148.00	\$ -
901601	6.44	11R22.5 G Bridgestone M713 Ecopia rear tires		\$ (320.00)	\$ -
901090	6.45	11R22.5 G Bridgestone M760 Ecopia rear tires		\$ (480.00)	\$ -
901BO9	6.46	11R22.5 G Michelin X Line Energy D rear tires		\$ 605.00	\$ -
901AJ6	6.47	11R22.5 H Bridgestone M799 rear tires		\$ 220.00	\$ -
90109K	6.48	11R22.5 H Bridgestone M771 rear tires		\$ 345.00	\$ -
901BG0	6.49	11R22.5 H Michelin XDN2 rear tires	1	\$ 1,510.00	\$ 1,510.00
901BN1	6.50	11R22.5 H Michelin XDS2 rear tires		\$ 2,292.00	\$ -
9016U1	6.51	11R22.5 H Michelin X Works D		\$ 2,165.00	\$ -
9016N1	6.52	11R22.5 H Michelin Multi Energy D		\$ 818.00	\$ -

7.0 BRAKE SYSTEM OPTIONS:

VHXBVX	7.1	Wabco System Saver 1200 Plus heated air dryer	1	STD	
UWXB1X	7.2	Manual cable drain valves on air tanks		\$ 27.00	\$ -
N/A	7.3	Heated air tank		No Bid	
UWXE3X	7.4	Auto drain valves on air tanks, heated	1	\$ 48.00	\$ 48.00
300AD0	7.5	MGM type TR-T rear brake chambers		\$ 48.00	\$ -
N/A	7.6	S.S. pins on slack adjuster yoke (2 ea. per yoke) For all air brake chambers		No Bid	
N5FAJX	7.7	Inverted rear brake chamber mounting in lieu of regular mounting		\$ -	\$ -
MC	7.8	Relocate air dryer		\$ 272.00	\$ -
VHXBVX	7.9	Bendix AD9 heated air dryer	1	\$ 105.00	\$ 105.00
VHXPX	7.10	Bendix AD-IP EP heated air dryer		\$ 320.00	\$ -
1130E3	7.11	Wabco System Saver 1200 Twin heated air dryer		\$ 683.00	\$ -
UWXC1X	7.12	Petcock DRAIN Valves on brake system tanks	1	STD	
UWXA1X	7.13	In Tank Auto heated drain valve		\$ 42.00	\$ -
UWXB1X	7.14	Lanyard control on supply wet tank		\$ 16.00	\$ -
MC	7.15	Lanyard control on all brake system tanks	1	\$ 36.00	\$ 36.00
U2XA1X	7.16	Aluminum air reservoirs	1	\$ 223.00	\$ 223.00
U2XA2X	7.17	Polished aluminum air reservoirs		\$ 292.00	\$ -
VSD1X	7.18	Increase air capacity for installation of extra axles		\$ 298.00	\$ -
698AA7	7.19	MACK Road Stability Adv. Bendix ABS/ATC/RSA w/YAW control with mud/snow switch	1	\$ 780.00	\$ 780.00
698AA5	7.20	Bendix ABS system with traction control 4S/4M		STD	
H9CA1X	7.21	Furnish automatic traction control (ATC full disable switch)	1	\$ 105.00	\$ 105.00
300AA3	7.22	Haldex "Gold Seal Plus" brake chamber		STD	
300AA3	7.23	Haldex "Gold Seal Plus" brake chamber (3" Stroke)	1	\$ 32.00	\$ 32.00
300AB1	7.24	Haldex "Life Seal Plus" brake chamber		\$ 53.00	\$ -

300AB1	7.25	Haldex "Life Seal Plus" brake chamber (3" Stroke)		\$ 73.00	\$ -
300AB3	7.26	MGM TR-T2 Brake Chambers (Tamper Resistant & Breather Tubes)		\$ 40.00	\$ -
300AB5	7.27	MGM TR-T2 Long Stroke Brake Chambers (Tamper Resistant & Breather Tubes)		\$ 40.00	\$ -
300AB8	7.28	MGM TR3030LP3THD		\$ 46.00	\$ -
3MBC1X	7.29	Electric horn sound when driver door open with park brake released		\$ 67.00	\$ -
2ZBA1X	7.30	Schreader valve, secondary		\$ 47.00	\$ -
ss	7.31	Relocate all air reservoir in frame		\$ 58.00	\$ -
141OF1	7.32	Air reservoir in frame, one reservoir on the RH rail behind Cleartech	1	\$ 112.00	\$ 112.00

8.0 ENGINE/EXHAUST AND FUEL TANKS OPTIONS:

1000T0	8.1	Mack MP7-345C 325HP@1500-1700 RPM (Peak) 1950 RPM (Gov) 1350 LB-FT Torque		STD	
1000U0	8.2	Mack MP7-355C 355HP@1600-1800 RPM (Peak) 2100 RPM (Gov) 1250 LB-FT Torque		\$ 296.00	\$ -
1000Q0	8.3	Mack MP7-365C 365HP@1350-1700 RPM (Peak) 1950 RPM (Gov) 1450 LB-FT Torque		\$ 575.00	\$ -
1000V0	8.4	Mack MP7-375C 375HP@1450-1900 RPM (Peak) 2100 RPM (Gov) 1350 LB-FT Torque		\$ 840.00	\$ -
1000Z0	8.5	Mack MP7-395C 395HP@1450-1700 RPM (Peak) 1950 RPM (Gov) 1550 LB-FT Torque	1	\$ 1,302.00	\$ 1,302.00
1000W0	8.6	Mack MP7-425C 425HP@1500-1800 RPM (Peak) 2100 RPM (Gov) 1550 LB-FT Torque		\$ 2,060.00	\$ -
100100	8.7	Mack MP8-415C 415HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1650 LB-FT Torque		\$ 1,960.00	\$ -
100140	8.8	Mack MP8-425C 425HP@1500-1900 RPM (Peak) 2100 RPM (Gov) 1550 LB-FT Torque		\$ 2,230.00	\$ -
100450	8.9	Mack MP8-445C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1850 LB-FT Torque		\$ 2,759.00	\$ -
100490	8.10	Mack MP8-455C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1750 LB-FT Torque		\$ 2,994.00	\$ -
1004F0	8.11	Mack MP8-505C 505HP@1500-1700 RPM (Peak) 1950 RPM (Gov) 1850 LB-FT Torque		\$ 4,077.00	\$ -
DPF08F	8.12	Cleartech RH Frame Rail relcoated for Twin Steer		\$ 3,545.00	\$ -
DPF0106	8.13	Cleartech with DPF vertical RH side BOC, w/SCR vertical LH side BOC		\$ 3,848.00	\$ -
130AB6	8.14	Single (R/S) Outboard Frame Mounted Vertical Straight Exhaust Stack Turned Out		STD	
130AD7	8.15	No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Turned End	1	\$ 291.00	\$ 291.00
130AC4	8.16	Dual Vertical Straight Exhaust Stack Turned Out End - N/A with Allison Transmission		\$ 1,269.00	\$ -
130AB4	8.17	Dual Vertical Straight Exhaust Stack w/Bullhorns - N/A with Allison Transmission		\$ 2,755.00	\$ -
130AA9	8.18	Underframe Right Side Inboard Mounted		\$ 110.00	\$ -
Q0AC1X	8.19	Single, Bright finish heat shield & stack	1	\$ 75.00	\$ 75.00
Q0AF1X	8.20	Dual, Bright finish heat shield & stack		\$ 150.00	\$ -
Q0AC2X	8.21	Single, Bright finish heat shield, stack & elbow		\$ 189.00	\$ -
Q0AF2X	8.22	Dual, Bright finish heat shield, stack & elbow		\$ 400.00	\$ -
8NAB1X	8.23	Bright finish stainless steel heat shield for frame mounted Mack Cap DPF	1	\$ 198.00	\$ 198.00

288AC2	8.24	50 Gallon LH aluminum 22" Dia fuel tank		\$ (300.00)	\$ -
288AB3	8.25	66 Gallon LH aluminum 22" Dia fuel tank		\$ (248.00)	\$ -
288AB4	8.26	72 Gallon LH aluminum 26" Dia fuel tank		\$ (180.00)	\$ -
288AB6	8.27	88 Gallon LH aluminum 22" Dia fuel tank		\$ (177.00)	\$ -
288AB7	8.28	93 Gallon LH aluminum 26" Dia fuel tank		\$ (100.00)	\$ -
288AB9	8.29	116 Gallon LH aluminum 22" Dia fuel tank		\$ (86.00)	\$ -
288AE3	8.30	50 Gallon LH Aluminum D-Shape		\$ (260.00)	\$ -
288AD5	8.31	66 Gallon LH Aluminum D-Shape		\$ (208.00)	\$ -
288AD8	8.32	88 Gallon LH Aluminum D-Shape		\$ (125.00)	\$ -
288AE0	8.33	116 Gallon LH Aluminum D-Shape		\$ (15.00)	\$ -
288AF2	8.34	66 Gallon LH Aluminum D-Shape with Integral DEF Tank		STD	
288AF3	8.35	72 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$ 17.00	\$ -
288AF5	8.36	88 Gallon LH Aluminum D-Shape with Integral DEF Tank	1	\$ 184.00	\$ 184.00
288AF6	8.37	93 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$ 260.00	\$ -
288AF7	8.38	111 Gallon LH Aluminum D-Shape with Integral DEF Tank		\$ 450.00	\$ -
2880E8	8.39	111 & 66 Gallon Aluminum D-Shape tanks, 66 Gallon isolated for Hyd oil		\$ 839.00	\$ -
290AC1	8.40	50 Gallon RH aluminum 22" Dia fuel tank		\$ 288.00	\$ -
290AB3	8.41	66 Gallon RH aluminum 22" Dia fuel tank		\$ 357.00	\$ -
290AB6	8.42	88 Gallon RH aluminum 22" Dia fuel tank		\$ 452.00	\$ -
290AE1	8.43	50 Gallon RH Aluminum D-Shape		\$ 340.00	\$ -
290AD4	8.44	72 Gallon RH Aluminum D-Shape		\$ 449.00	\$ -
290AD7	8.45	93 Gallon RH Aluminum D-Shape		\$ 553.00	\$ -
290AE1	8.46	50 Gallon RH Aluminum D-Shape		\$ 331.00	\$ -
290AD3	8.47	66 Gallon RH Aluminum D-Shape		\$ 410.00	\$ -
290AD6	8.48	88 Gallon RH Aluminum D-Shape		\$ 520.00	\$ -
290AD8	8.49	116 Gallon RH Aluminum D-Shape		\$ 1,016.00	\$ -
R0AA1X	8.50	Single polished aluminum fuel tank		\$ 206.00	\$ -
ROAA2X	8.51	Dual polished aluminum fuel tank		\$ 412.00	\$ -
17XAFX	8.52	Isolate RH fuel tank from fuel system for hyd oil		\$ 30.00	\$ -
12AC1X	8.53	Dual draw & return fuel system		\$ 82.00	\$ -
852082	8.54	Filter neck screen for fuel tank		\$ 81.00	\$ -
KFXB1X	8.55	Lockable fuel tank cap		\$ 35.00	\$ -
U6BC1X	8.56	Bright finish DEF tank cover		\$ 33.00	\$ -
DF10O1	8.57	6.6 Gallon 22" Left Side Fuel Tank Mounted Def Tank	1	STD	
DF10P1	8.58	8.7 Gallon 26" Left Side Fuel Tank Mounted Def Tank		\$ 22.00	\$ -
DF10M1	8.59	11.8 Gallon 22" Left Side Frame Mounted Def Tank		\$ 48.00	\$ -
223AA2	8.60	Bright Finish Aluminum steps & stainless steel bright finish straps	1	\$ 146.00	\$ 146.00
223AA3	8.61	Bright Finish Fuel Tank Straps - Single Tank		\$ 32.00	\$ -
HZXBAX	8.62	Flocs oil change system w/disconnecting fittings		\$ 133.00	\$ -

9.0 ENGINE RELATED OPTIONS:

MC	9.1	Oil fill and dipstick EZ access	1	STD	
N/A	9.2	Delco 35 SI Brushless Alternator, 135 AMP		No Bid	
N/A	9.3	Delco 24 SI Alternator, 130 AMP		No Bid	
N/A	9.4	Delco 24 SI Alternator, 145 AMP		No Bid	
N/A	9.5	Leece-Neville Alternator, 145 AMP		No Bid	
125045	9.6	Dual element air cleaner		STD	
1VAADX	9.7	Donaldson Single Stage Air cleaner per spec 12.1 (Inside/Outside Air Intake)	1	\$ 329.00	\$ 329.00
MC	9.8	Thumb screws for Donaldson. Single stage Air Cleaner		STD	
2930D3	9.9	Fuel/water separator/heated/ Thermostatically controlled, Davco		\$ 522.00	\$ -
2930A3	9.10	Davco 387 water separator, non heated		\$ 156.00	\$ -

293AA2	9.11	Non-heated fuel/water separator, Mack w/manual drain valve (integral w/primary fuel filter)		STD	
HWXD1X	9.12	Coolant spin on filter/conditioner	1	\$ 55.00	\$ 55.00
183AA2	9.13	Front engine powered take off adapter and radiator cut out	1	\$ 119.00	\$ 119.00
N/A	9.14	Air applied fan drive, Kysor two speed K32 Duro speed fan		No Bid	
N/A	9.15	Air applied fan drive, _____(Brand)		No Bid	
118AA5	9.16	Viscous fan drive - Behr Electronically modulated	1	STD	
124AB3	9.17	Radiator hose package (Silicone) per Spec 12.2	1	\$ 279.00	\$ 279.00
130AB6	9.18	Curved exhaust pipe end	1	STD	
MC	9.19	Fuel tank per specification 12.7			
5NXA1X	9.20	Engine block heater	1	STD	
E8XH5X	9.21	In line fuel heater		\$ 473.00	\$ -
E8XH5X	9.22	In tank fuel heater		\$ 407.00	\$ -
N/A	9.23	Fuel cooler		No Bid	
121AA5	9.24	Radiator bug screen	1	STD	
110AA5	9.25	Engine brake system	1	STD	
MC	9.26	Relocate air dryer		\$ 272.00	\$ -
119AA6	9.27	Extended life anti-freeze	1	\$ 55.00	\$ 55.00
	9.28	Starter motor options			
NCX15X	9.29	Delco 39MT-MXT Starter	1	STD	
NCXD1X	9.30	Mitsubishi electric 105P planetary gear reduction starter		\$ 53.00	\$ -
MC	9.31	Relocate fuel filter		\$ 297.00	\$ -
124AA5	9.32	Silicone radiator & heater hose with gate valve on each heater hose		\$ 233.00	\$ -
124014	9.33	Mack brand EPDM radiator & heater hoses with 1/4 turn ball valve		\$ 92.00	\$ -
124AB2	9.34	Rubber Hose In & Out Fuel Heater, Silicone on all other lines		\$ 221.00	\$ -
132AB9	9.35	Delco 160AMP Brush Type Alternator (28SI)	1	STD	
132AB6	9.36	Delco 165AMP Brushless Alternator (36SI)		\$ 206.00	\$ -
132AB8	9.37	Delco 165AMP Brushless Alternator (36SI) w/Remote Voltage Sensing		\$ 235.00	\$ -
132AF2	9.38	Delco 240 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing		\$ 516.00	\$ -
132062	9.39	Delco 320 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing		\$ 894.00	\$ -
113AA5	9.40	Meritor/Wabco 636 (37.4 CFM) air compressor	1	STD	
121AA8	9.41	Winterfront over radiator (-40F and up)		\$ 113.00	\$ -
121AA4	9.42	Extreme Winterfront over radiator (-40F to -60F)		\$ 214.00	\$ -
QHXC1X	9.43	Corrosion resistant oil pan - Recommended for snow plow trucks	1	\$ 147.00	\$ 147.00
SSOILP	9.44	Stainless steel oil pan		\$ 2,435.00	\$ -
293AA3	9.45	Davco 387 heated fuel-water separator	1	\$ 437.00	\$ 437.00
EFXASX	9.46	120V, 1000W block heater with 150W oil pan heater wired to same receptacle		\$ 137.00	\$ -
NDXA1X	9.47	Electric preheater	1	\$ 62.00	\$ 62.00
36AD1X	9.48	Tether device -furnish cap retainer for oil fill, radiator overflow tank, battery box & tool box when furnish	1	\$ 27.00	\$ 27.00
416AA2	9.49	Rear engine PTO (Repto): Flange SAE 1350/1410/ISO 7647		\$ 2,115.00	\$ -
416AA2	9.50	Rear engine PTO (Repto): Splined Shaft Groove (Female) DIN 5462 for install of hydraulic pump		\$ 2,115.00	\$ -
TYXC1X	9.51	Air operated PTO control - includes in cab control (RMPTO only)		\$ 118.00	\$ -
TYXE1X	9.52	PTO switch and light with wiring and piping		\$ 181.00	\$ -
TYXG3X	9.53	PTO switch and light with wiring and piping - M-Drive transmission		\$ 181.00	\$ -

TRANSMISSION OPTIONS:

N/A	10.1	2 plate 14" ceramic clutch option for manual transmission		No Bid	
133AD5	10.2	2 plate 15½" ceramic clutch option for manual transmission		STD	
RBXA1X	10.3	External grease fitting for throw out bearing		STD	
133AD6	10.4	Adjustment free option for 2 plate clutches		\$ 55.00	\$ -

7RXAEX	10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	\$ 351.00	\$ 351.00
7RXB1X	10.6	Synthetic lubrication for manual transmission		STD	
136AX6	10.7	Allison 3000-RDS 5/6 speed push button, PTO		\$ 7,386.00	\$ -
136055	10.8	Allison 3000-RDS 5/6 speed push button, PTO, w/output retarder		\$ 9,783.00	\$ -
136B06	10.9	Allison 3000-EVS 6 speed push button, PTO		\$ 9,625.00	\$ -
136AP6	10.10	Allison 4000-RDS 5 speed push button, PTO		\$ 13,751.00	\$ -
136AQ6	10.11	Allison 4000-RDS 6 speed push button, PTO		\$ 13,751.00	\$ -
13605G	10.12	Allison 4000-RDS 6 speed push button, PTO, w/output retarder		\$ 19,959.00	\$ -
136AU6	10.13	Allison 4000-EVS 6 speed push button, PTO		\$ 14,972.00	\$ -
136AS6	10.14	Allison 4500-RDS 6 speed push button, PTO	1	\$ 14,772.00	\$ 14,772.00
13605I	10.15	Allison 4500-RDS-R 6 speed, with retarder, push button, PTO		\$ 21,226.00	\$ -
136AW6	10.16	Allison 4500-EVS 6 speed push button, PTO		\$ 16,251.00	\$ -
1360Y6	10.17	Mack TMD12AFD-HD automated 12 speed transmission (direct drive)		\$ 3,718.00	\$ -
1360Z6	10.18	Mack TMD12AFD-HD automated 12 speed transmission (over drive)		\$ 3,718.00	\$ -
136146	10.19	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (direct drive)		\$ 7,438.00	\$ -
136156	10.20	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (over drive)		\$ 7,438.00	\$ -
136176	10.21	Mack TMD13AFD-HD automated 14 speed. Transmission, ultra-low creeper/multi-speed reverse (over drive)		\$ 7,839.00	\$ -
136AD5	10.22	Fuller FRO-14210C, 10 speed manual transmission, PTO		STD	
136AD6	10.23	Fuller RTO-14908LL, 10 speed manual transmission, PTO		\$ 855.00	\$ -
136AD3	10.24	Fuller FRO-16210C, 10 speed manual transmission, PTO		\$ 1,298.00	\$ -
136AEO	10.25	Fuller RTO-16908LL, 10 speed manual transmission, PTO		\$ 1,585.00	\$ -
136AF8	10.26	Fuller FRO-18210C, 10 speed manual transmission, PTO		\$ 1,614.00	\$ -
136AG2	10.27	Fuller RTO-14909ALL, 11 speed manual transmission, PTO		\$ 1,390.00	\$ -
136AG1	10.28	Fuller RTO-16909ALL, 11 speed manual transmission, PTO		\$ 2,102.00	\$ -
136AF9	10.29	Fuller RTLO-18913A, 13 speed manual transmission, PTO		\$ 2,848.00	\$ -
136AG0	10.30	Fuller RTLO-18918B, 18 speed manual transmission, PTO		\$ 3,407.00	\$ -
1UXC1X	10.31	Air assist clutch		\$ 387.00	\$ -
1UXD1X	10.32	Mechanical clutch cable		\$ 160.00	\$ -
2XAA1X	10.33	Open grated clutch pedal		\$ 16.00	\$ -
139049	10.34	Transmission oil cooler	1	STD	
83AA1X	10.35	Driveshaft guard for center bearing		\$ 32.00	\$ -
492008	10.36	T-Handle shift lever for Allison - Floor mounted		\$ 327.00	\$ -
MC	10.37	Allison shift to neutral when park brake engaged	1	STD	
FSXWQX	10.38	3rd or 4th gear hold for Allison transmission		\$ 150.00	\$ -
139019	10.39	Stainless steel transmission coolant pipes	1	\$ 175.00	\$ 175.00
189AA2	10.40	PTO PTR-FL, Single RH (Inner)		\$ 1,763.00	\$ -
189AA3	10.41	PTO PTR-DM, Single RH, DIN 5462 (Inner)		\$ 1,040.00	\$ -
1890C9	10.42	PTRD-D3, Dual RH/LH, DIN 5462 Right & Left		\$ 1,764.00	\$ -
1890E9	10.43	PTRD-D4, Dual RH/LH, SAE 1400 Flange Right & Left		\$ 1,821.00	\$ -
8260F6	10.44	GP1-41 Parker gear pump - requires M-Drive transmission and RMPO		\$ 505.00	\$ -
8260G6	10.45	GP1-60 Parker gear pump - requires M-Drive transmission and RMPO		\$ 637.00	\$ -
8260H6	10.46	GP1-80 Parker gear pump - requires M-Drive transmission and RMPO		\$ 684.00	\$ -
826046	10.47	F1-61R Parker gear pump - requires M-Drive transmission and RMPO		\$ 740.00	\$ -
826036	10.48	F1-81R Parker gear pump - requires M-Drive transmission and RMPO		\$ 825.00	\$ -

826056	10.49	F1-101R Parker gear pump - requires M-Drive transmission and RMPO		\$	997.00	\$	-
	11.0	ELECTRICAL OPTIONS:					
N/A	11.1	Resettable circuit breaker electrical protection			No Bid		
N/A	11.2	Automatic reset circuit breakers			No Bid		
N/A	11.3	Solid state circuit protection			No Bid		
N/A	11.4	Circuit box under hood or end of frame, each			No Bid		
318AA3	11.5	Battery disconnect switch off negative side	1	\$	113.00	\$	113.00
LLXC1X	11.6	Remote jump start terminals		\$	128.00	\$	-
N/A	11.7	Back up alarm (Preco Factory Model)			No Bid		
LSXH1X	11.8	OEM daytime running lights	1		STD		
316AA7	11.9	3000 CCA batteries in lieu of 1950CCA		\$	66.00	\$	-
316AA6	11.10	3 each 650/1950 CCA batteries in lieu of 2 each batteries	1		STD		
393AB0	11.11	Battery box aft of cab		\$	46.00	\$	-
N/A	11.12	Grote 44710 flasher			No Bid		
MC	11.13	Signal Stat 935 turn signal per Spec 12.6	1		STD		
MC	11.14	Auxiliary customer access circuits	1		STD		
NJXA3X	11.15	Switch for snowplow lights mounted on instrumental panel. Includes wiring terminated near headlights, for customer mounted auxiliary snowplow lights.	1	\$	80.00	\$	80.00
N/A	11.16	Power source terminal-2 stud type-mounted on firewall or inside cab with ground to frame rail and to starter, with 6 gauge wire.			No Bid		
N/A	11.17	10-position switch panel mounted on instrument panel. Includes 10 lighted switches, ignition control; switches will control relays which will feed stud type junction block mounted inside cab.			No Bid		
136SPD	11.18	Vehicle speed sensor with speed signal at fuse panel for sander ground speed control system.	1	\$	20.00	\$	20.00
393AC4	11.19	Battery box left hand rail back of fuel tank		\$	216.00	\$	-
N/A	11.20	Battery terminal cable with tall battery terminal nuts			No Bid		
3XAA1X	11.21	Dash mounted indicator body/hoist up body builder lamp		\$	71.00	\$	-
O5AGAX	11.22	RH/LH led work light on both side of truck		\$	132.00	\$	-
L5XF1X	11.23	Polished aluminum battery box cover	1	\$	60.00	\$	60.00
L5XL1X	11.24	Molded plastic with splash guard		\$	34.00	\$	-
L5XH1X	11.25	Painted steel battery box			No Bid		
L5XJ1X	11.26	Lockable steel battery box		\$	69.00	\$	-
MOXAAX	11.27	Battery shock pad	1	\$	4.00	\$	4.00
B83083	11.28	Body Link w/cab floor pass thru hole/rubber boot			STD		
B83093	11.29	Body Link w/o cab floor pass thru hole/rubber boot	1	\$	225.00	\$	225.00
EAXB1X	11.30	2 Extra dash mounted illuminated toggle switches		\$	17.00	\$	-
EAXA2X	11.31	One extra dash mounted rocker switch thru battery for local installed items		\$	10.00	\$	-
EAXA1X	11.32	One extra dash mounted rocker switch thru ignition for local installed items		\$	10.00	\$	-
EAXD4X	11.33	Six extra switches 2-15A ignition, 1-20A ignition, 1-10A ignition, 1- 5A battery, & 1-20A battery		\$	128.00	\$	-
EAXAUX	11.34	Eight switches - front strobe, rear strobes, wing light, wing strobe, sander light, tail gate lock, and vibrator	1	\$	275.00	\$	275.00
5RXA3X	11.35	Back up alarm with intermittent feature (Ambient noise sensitive, 90 & 78 DB)		\$	114.00	\$	-
5RXA6X	11.36	Ecco back-up alarm 575 constant sound level	1	\$	85.00	\$	85.00
5RXA5X	11.37	Ecco back-up alarm SA917 ambient noise sensitive		\$	114.00	\$	-
5RXA7X	11.38	Pollak 41-722 constant audible (mounted on rear crossmember)		\$	94.00	\$	-
NGXB1X	11.39	Fog lights		\$	107.00	\$	-

NGXP1X	11.40	Fog lights provisions - includes dash control & wiring for local installation of fog lights		\$ 14.00	\$ -
NEXD1X	11.41	Incandescent tail light		STD	
JMXC1X	11.42	Brake lighting on with engine brake		\$ 94.00	\$ -
NEXD2X	11.43	LED type tail lights	1	\$ 230.00	\$ 230.00
316AA9	11.44	Three Mack 925 CCA AGM Long Life Batteries		\$ 263.00	\$ -
316AB2	11.45	Four Mack 1000/4000 CCA		\$ 188.00	\$ -
N7XC1X	11.46	Switch in dash with wiring to cab roof, above LH & RH doors for local installation of strobe lights		\$ 36.00	\$ -
N7XB3X	11.47	(2) Roof Mounted Whelan Strobes with switch in dash		\$ 1,892.00	\$ -
N4AA1X	11.48	LH roof mounted spot light		\$ 344.00	\$ -
5FBB1X	11.49	Trucklite LED side marker light		\$ 119.00	\$ -

12.0 CAB EXTERIOR OPTIONS:

LXXD1X	12.1	Dual electric horns	1	STD	
154AC3	12.2	Air horns, dual, round, with snow shields		\$ 109.00	\$ -
154AA3	12.3	Dual rectangular air horns	1	\$ 83.00	\$ 83.00
15H07H	12.4	Fender mirrors per Spec 12.4		\$ 153.00	\$ -
152AA4	12.5	Heated mirrors per Spec 12.5 -West Coast		\$ 119.00	\$ -
N/A	12.6	Remote control for R.H. mirror & heated		No Bid	
152AC4	12.7	Remote control for dual mirrors & heated - Bulldog stylized mirrors illuminated with integral convex mirror	1	\$ 488.00	\$ 488.00
N/A	12.8	Upcharge for cab extension or larger cab		No Bid	
N/A	12.9	Severe duty aluminum cab option		No Bid	
944AGO	12.10	Dupont Highway orange paint or equal		\$ 31.00	\$ -
924034	12.11	Premium paint color option		\$ 233.00	\$ -
924014	12.12	Imron paint option		STD	
996AA3	12.13	Imron and clear coat paint option	1	STD	
950045	12.14	Top of hood painted flat black		\$ 706.00	\$ -
MC	12.15	Cab Air Ride Suspension	1	STD	
MC	12.16	Tilting hood per Spec 12.8	1	STD	
26XA1X	12.17	Butterfly option on hood		\$ 413.00	\$ -
N/A	12.18	Transverse hood opening w/setback axle		No Bid	
N/A	12.19	Front fender mounted turn signals		No Bid	
157027	12.20	Cab visor, external, painted to match cab color		\$ 212.00	\$ -
2KXA1X	12.21	Front fender extensions	1	\$ 105.00	\$ 105.00
2HXA1X	12.22	Front fender mud flaps	1	STD	
148AA5	12.23	Arctic winter wiper blades	1	\$ 22.00	\$ 22.00
JQXABX	12.24	Optional windshield washer tank	1	\$ 31.00	\$ 31.00
MC	12.25	Per truck charge for all trucks, key identical		\$ 43.00	\$ -
Q4XACX	12.26	RH observation prism window in door	1	\$ 32.00	\$ 32.00
N4AA1X	12.27	Spotlight LH, RH, or roof mounted each		\$ 71.00	\$ -
243043	12.28	Front tow hooks	1	STD	
6PXZ1X	12.29	Rear tow hooks		\$ 25.00	\$ -
MC	12.30	Per truck charge for all trucks, key identical - 4 keys		\$ 39.00	\$ -
152AA7	12.31	Remote control for dual mirrors & heated - Aerodynamic		\$ 191.00	\$ -
152AB6	12.32	Remote control for dual mirrors & heated - Aerodynamic body color		\$ 151.00	\$ -
152AC0	12.33	Aerodynamic Moto-Mirror Package: LH/RH Motorized & Heated		\$ 581.00	\$ -
148AA5	12.34	Heated electric wiper blades		\$ 157.00	\$ -
145AA5	12.35	Heated windshield	1	\$ 425.00	\$ 425.00
WSXAAX	12.36	One piece windshield	1	\$ 97.00	\$ 97.00
OEEA1X	12.37	Bright finish hood intake	1	STD	
400AA6	12.38	Bright finish bars with surround grille	1	\$ 86.00	\$ 86.00

512AA6	12.39	Bullet type chrome marker & clearance lights		\$	75.00	\$	-
312AB5	12.40	Led type marker & clearance lights	1	\$	75.00	\$	75.00
7HX10X	12.41	RH tool box mounted on frame rail		\$	256.00	\$	-
153AA3	12.42	Heated convex mirrors		\$	39.00	\$	-
12AB1X	12.43	Electronic keyless entry		\$	151.00	\$	-
15H02H	12.44	Bright finish RH fender mirror		\$	77.00	\$	-
15H0GH	12.45	Bus style 1/4 round black finish fender mirrors		\$	222.00	\$	-
157037	12.46	Stainless steel exterior sun visor	1	\$	288.00	\$	288.00
4UAB1X	12.47	Bright Finish hood latches	1	\$	89.00	\$	89.00
15H0NH	12.48	10" round bright finish heated fender mirrors	1	\$	272.00	\$	272.00
43X40X	12.49	Rect convex mirror above RH driver door window		\$	27.00	\$	-

13.0 CAB INTERIOR OPTIONS:

	13.1	Medium grade interior trim package					
004014	13.2	Comfort Trim Package, Steel Gray		\$	292.00	\$	-
004024	13.3	Comfort Trim Package, Sierra Tan		\$	292.00	\$	-
	13.4	Premium grade interior trim package					
004034	13.5	Preferred Trim Package, Steel Gray	1	\$	762.00	\$	762.00
004044	13.6	Preferred Trim Package, Sierra Tan		\$	762.00	\$	-
N6XR2X	13.7	Round universal gauge package	1		STD		
146AA4	13.8	Power window, passenger side	1		STD		
146AA3	13.9	Power window/both passenger and driver window	1		STD		
1740C4	13.10	O.E.M factory installed, AM/FM stereo, Weather Band,		\$	(28.00)	\$	-
17400N	13.11	O.E.M factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth	1		STD		
174054	13.12	O.E.M factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/Xm Satellite		\$	181.00	\$	-
174AA2	13.13	Radio accommodation package includes antenna, power supply and two speakers (No radio)		\$	(127.00)	\$	-
174094	13.14	Infotainment + Premium Stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/XM Satellite		\$	1,036.00	\$	-
MAS03S	13.15	Navigation, requires Infotainment		\$	770.00	\$	-
MAS04S	13.16	Prep-Kit for Backup Camera, requires Infotainment		\$	146.00	\$	-
MAS05S	13.17	Navigation & Prep-Kit for Backup Camera, requires Infotainment		\$	919.00	\$	-
173AA4	13.18	O.E.M factory installed, air conditioning	1		STD		
MC	13.19	Cab mounted non-resettable hour meter	1		STD		
PVXZ1X	13.20	Dash mounted air cleaner air restriction gauge - (Display in Co-Pilot only)	1		STD		
N6XR2X	13.21	Transmission temp gauges	1		STD		
3CAA1X	13.22	Windshield defroster fan w/switch dash mounted		\$	101.00	\$	-
IFXC1X	13.23	Between seats mounted console		\$	359.00	\$	-
MC	13.24	Transmission oil sensor (check & fill)	1		STD		
N/A	13.25	CB hot jacks dash mounted			No Bid		
N/A	13.26	Tilt & telescope steering wheel			No Bid		
XRXB1X	13.27	Tilt steering wheel	1		STD		
NPXB1X	13.28	Self canceling turn signals	1		STD		
196AAA	13.29	Mack - Air Drivers Seat, High Back, 1 Chamber Air Lumbar			STD		
196196	13.30	Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar		\$	496.00	\$	-
1961A6	13.31	Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat		\$	486.00	\$	-
196ABQ	13.32	Mack - Air Drivers Seat, high back, 4 Chaber Air Lumbar, Bolster, Extension	1	\$	436.00	\$	436.00
196ACK	13.33	Mack - Air Drivers Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat		\$	509.00	\$	-

1961B6	13.34	National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar		\$ 346.00	\$ -
1961D6	13.35	National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat		\$ 441.00	\$ -
MAPA1X	13.36	Drivers Seat Covering, Black Mordura		\$ 250.00	\$ -
MAP03P	13.37	Drivers Seat Covering, Blended Black & Gray Mordura		\$ 257.00	\$ -
MAP04P	13.38	Drivers Seat Covering, Black Vinyl		\$ 171.00	\$ -
MAP03P	13.39	Drivers Seat Covering, Blended Black & Gray Vinyl		\$ 45.00	\$ -
MAPB1X	13.40	Drivers Seat Covering, Vinyl		STD	
MAPC1X	13.41	Drivers Seat Covering, Vinyl/Cloth Mix		\$ 194.00	\$ -
MAPD1X	13.42	Drivers Seat Covering, Ultra Leather		\$ 635.00	\$ -
MPA06P	13.43	Drivers Seat Covering, Blended Black & Gray Vinyl/Cloth Mix	1	\$ 211.00	\$ 211.00
MAP07P	13.44	Drivers Seat Covering, Blended Black & Gray Ultra Leather		\$ 649.00	\$ -
1970C7	13.45	Omit Riders Seat		\$ (70.00)	\$ -
197AA1	13.46	Mack - Fixed Rider Seat, High Back	1	STD	
197AA2	13.47	Mack - Fixed Rider Seat, High Back w/Storage Box		\$ 71.00	\$ -
1971C7	13.48	Mack - Fixed Rider Wide Bench Seat, Mid Back w/Storage Box		\$ 381.00	\$ -
1971J7	13.49	Mack - Fixed Rider Bench Seat, Mid Back w/Storage Box		\$ 231.00	\$ -
197AAA	13.50	Mack - Air Riders Seat, High Back, 1 Chamber Air Lumbar		\$ 107.00	\$ -
1971D7	13.51	Sears - Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar		\$ 463.00	\$ -
1971E7	13.52	Sears-Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat		\$ 483.00	\$ -
197ABQ	13.53	Mack - Air Riders Seat, high back, 4 Chaber Air Lumbar, Bolster, Extension		\$ 624.00	\$ -
197ACK	13.54	Mack - Air Riders Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat		\$ 675.00	\$ -
1971F7	13.55	National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar		\$ 348.00	\$ -
1971H7	13.56	National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat		\$ 437.00	\$ -
MAQA1X	13.57	Riders Seat Covering, Black Mordura		\$ 250.00	\$ -
MAQ060	13.58	Riders Seat Covering, Blended Black & Gray Vinyl		\$ 187.00	\$ -
MAQ04Q	13.59	Riders Seat Covering, Blended Black & Gray Mordura		\$ 257.00	\$ -
MAQ05Q	13.60	Riders Seat Covering, Black Vinyl		\$ 171.00	\$ -
MAQB1X	13.61	Riders Seat Covering, Vinyl		STD	
MAQC1X	13.62	Riders Seat Covering, Vinyl/Cloth Mix		\$ 194.00	\$ -
MAQD1X	13.63	Riders Seat Covering, Ultra Leather		\$ 635.00	\$ -
MAQ07Q	13.64	Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix	1	\$ 211.00	\$ 211.00
MAQ08Q	13.65	Riders Seat Covering, Blended Black & Gray Ultra Leather		\$ 649.00	\$ -
3PXA1X	13.66	Inboard mounted driver arm rest		\$ 21.00	\$ -
3PXC1X	13.67	Inboard mounted driver & rider arm rest	1	\$ 40.00	\$ 40.00
3PXZ1X	13.68	Without Drivers or Riders Armrest		STD	
0HAB1X	13.69	Driver seat dust cover	1	\$ 9.00	\$ 9.00
0HAA1X	13.70	Passenger seat dust cover - Not Available with fix passenger seat		\$ 11.00	\$ -
5920E2	13.71	Drive & Rider Seatbelt with Height Adjustable D-Ring, Orange in Color		\$ 88.00	\$ -
5920I2	13.72	Orange driver & rider seat belt		\$ 76.00	\$ -
2QAB1X	13.73	Push button type starter		\$ 14.00	\$ -
C0J0022	13.74	Co-pilot driver display (enhanced 4.5" diagonal graphic LCD display w/4-button stalk control - includes guard dog routine maintenance monitoring	1	STD	
PFXB1X	13.75	Roadwatch ambient air temp gauge for outside and road temps - requires aero-dynamic mirrors		\$ 755.00	\$ -

786046	13.76	5lb fire extinguisher between driver seat base and door with valve aimed rearward	1	\$	63.00	\$	63.00
784034	13.77	Reflector kit parallel to inside of rider base seat	1	\$	27.00	\$	27.00
784044	13.78	Reflector kit mounted parallel & centered against BOC		\$	32.00	\$	-
173AA6	13.79	Blend air HVAC with ATC temp regulation & APADS		\$	169.00	\$	-
I6AA1X	13.80	Cab cleanout - includes in cab pneumatic line		\$	53.00	\$	-
3JAA1X	13.81	Cobra 29LTD Classc CB radio		\$	343.00	\$	-
3JAA3X	13.82	Cobra 19DX-IV Compact Cb Radio w/Dynamic Mic		\$	153.00	\$	-
73AC1X	13.83	48" Radio antenna right side mirror mounted		\$	4.00	\$	-
5BxB5X	13.84	48"CB Antenna left side mirror mounted		\$	38.00	\$	-
1WAC1X	13.85	CB Binding Posts in Overhead Console		\$	17.00	\$	-
5JXAKX	13.86	CB Mounting in Overhead Console		\$	48.00	\$	-
0LAA1X	13.87	Auto shutoff for radio when truck is in reverse		\$	55.00	\$	-
CCXZ1X	13.88	Without Secondary Gauge Pckage			STD		
CCXG1X	13.89	Exhaust pyrometer, transmission oil temperature, boost pressure and brake application gauges	1	\$	75.00	\$	75.00
CCXF1X	13.90	Exhaust pyrometer, transmission oil temperature, engine oil temperature and brake application gauges		\$	100.00	\$	-
CCXD1X	13.91	Exhaust pyrometer, transmission oil temperature, boost pressure and engine oil temperature gauges		\$	75.00	\$	-
CCXE1X	13.92	Exhaust pyrometer, transmission oil temperature, engine oil temperature and air cleaner restriction gauges		\$	100.00	\$	-
E1AAAX	13.93	Rear Axle temperature gauge	1	\$	91.00	\$	91.00
I0XAJX	13.94	Red floor lighting w/switch plus (4) door lamps w/switches	1	\$	103.00	\$	103.00
IFXC1X	13.95	Interior storage console mounted on floor between seats w/12 volt power outlet		\$	359.00	\$	-
IFXD1X	13.96	Bodybuilder interior console mounted to floor between seats		\$	243.00	\$	-

14.0 MN/DOT OPTIONS:

	14.1	Additional warranty coverage per spec 12.9					
M510Z1	14.2	Engine Plan 2 60 months 250,000 miles		\$	2,910.00		
M51131	14.3	Engine Plan 2 72 months 250,000 miles		\$	4,690.00	\$	-
M51141	14.4	Engine Plan 2 84 months 250,000 miles		\$	6,270.00	\$	-
M511B1	14.5	Engine Plan 2 60 months 250,000 miles - HP over 460 horses		\$	4,308.00	\$	-
M511F1	14.6	Engine Plan 2 72 months 250,000 miles - HP over 460 horses		\$	6,961.00	\$	-
511G1	14.7	Engine Plan 2 84 months 250,000 miles - HP over 460 horses		\$	9,414.00	\$	-
M53083	14.80	Engine after-treatment systems (EATS) 60 months 250,000 miles		\$	942.00		
M530Y3	14.90	Engine after-treatment systems (EATS) 72 months 250,000 miles		\$	1,708.00	\$	-
M531O3	14.10	Engine after-treatment systems (EATS) 84 months 250,000 miles		\$	2,274.00	\$	-
M53083	14.11	Engine after-treatment systems (EATS) 60 months 250,000 miles - HP over 460 horses		\$	1,566.00	\$	-
M530Y3	14.12	Engine after-treatment systems (EATS) 72 months 250,000 miles - HP over 460 horses		\$	2,087.00	\$	-
M531O3	14.13	Engine after-treatment systems (EATS) 84 months 250,000 miles - HP over 460 horses		\$	2,408.00	\$	-
M54174	14.14	M-Drive HD Transmission 48 months 500,000 miles		\$	2,166.00	\$	-
M54184	14.15	M-Drive HD Transmission 60 months 500,000 miles		\$	3,216.00	\$	-
N/A	14.15	Allison 60 month unlimited mileage Extended Warranty		\$	1,312.00	\$	-
M560A6	14.16	HVAC (Air Conditioning) 60 months		\$	840.00	\$	-
M59089	14.17	Starter 60 months 300,000 miles		\$	282.00	\$	-
M60080	14.18	Alternator 60 months 300,000 miles		\$	324.00	\$	-
M61071	14.19	Starter & Alternator 60 months 300,000 miles		\$	438.00	\$	-
	14.20	Prebuild specification meeting (per person) to be held in St. Paul/Minneapolis area.		\$	1.00	\$	-
	14.21	Pilot inspection meeting (per person).		\$	2,250.00	\$	-

15.0 TRAILER TOW OPTIONS:

WHXQ2X	15.1	Trailer tow package extended to rear of frame	1	\$ 417.00	
WHXG6X	15.2	Trailer package extend to rear of frame per Spec 12.12		\$ 534.00	\$ -
321031	15.3	Single 7 pin SAE type, end of frame	1	\$ 117.00	\$ 117.00
3210M1	15.4	Dual 7 pins standard SAE type, end of frame (1) for trailer with electric brakes, (1) for trailer with air brakes		\$ 213.00	\$ -
WGXA1X	15.5	Hand control valve for trailer brakes	1	\$ 48.00	

16.0 MANUALS / TRADE-IN INTEREST FEE:

	16.1	Percent interest per month (non-compounding) on unpaid cab & chassis balance. Applies only to CPV Members. (Payable after trade-in is delivered to vendor). Percentage/per month.			
	16.3	Manuals in print form, parts repair and service, per set		No Bid	
	16.4	Premium Tech Tool		\$ 4,000.00	\$ -

17.0 Delivery Charges:

		Price per loaded mile Starting Point			
	17.1	Roseville, MN 55113		\$ 2.50	\$ -

18.0 Maintenance/ Body Shop Labor rates

	18.1	Rate for Initial Inspection/Diagnostoce		\$ 195.00	\$ -
	18.2	Rate for Mechanical Work		\$ 195.00	\$ -
	18.3	Rate for Body Work		\$ 195.00	\$ -

19.0 Quantity Discounts:

20 Next Model Year Upcharges

		Enter the following Production Model Year here >>>>>>>>		2026	
	20.1	Percentage Upcharge for the following Model Year Base Unit	1	2.00%	\$ 2,213.30
	20.2	Percentage Upcharge for the following Model Year Options	1	2.00%	\$ 762.08
	20.3	Tariff Impact Surcharge	1	\$ 3,500.00	\$ 3,500.00
		Enter the following Production Model Year here >>>>>>>>		2027	
	20.4	Percentage Upcharge for the following Model Year Base Unit	1	2.00%	\$ 2,213.30
	20.5	Percentage Upcharge for the following Model Year Options	1	2.00%	\$ 762.08

Total Cost: \$ 158,219.76



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

Reference No.
 QT 98862

**** QUOTATION ****

Ship To: EAST BETHEL, CITY OF 2241 - 221ST AVE NE EAST BETHEL MN 55011 USA	Cust: 3227 Phone:	Bill To: EAST BETHEL, CITY OF 2241 - 221ST AVE NE EAST BETHEL MN 55011	Phone:
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ATTN: TIM MEYENBURG 763-439-6632

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	10/22/25	10/22/25	

Serial No.

Order Comments: ****STATE OF MN CONTRACT #267372****

Build Instructions F.O.B. LITCHFIELD, MN -OR- CUSTOMER LOCATION W/FUEL CHARGES APPLIED

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900118	- Body 10'6" EDGE-RS/SCIS-46-36-36 - - 46" 7 ga Stainless Front, 36" 7 ga Stainless radius sides (No Pockets), 36" 7 ga Stainless Tailgate w/Hardox-450 Face, 1/4" Hardox-450 Floor, 8" I-Beam Longsills, Air-trip ready linkage, Underside Black	\$23,429.00	\$23,429.00
1	9901701	- Installation of Dump Body to hoist	\$2,420.00	\$2,420.00
1	9900145	- Body acc'y TMTE Air trip kit, w/solenoid valve,	\$505.00	\$505.00
1	9901702	- Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.	\$472.00	\$472.00
1	9900147	- Body acc Box Vibrator - Cougar model DC3200	\$866.00	\$866.00
1	9901703	- Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.	\$549.00	\$549.00
1	9900156	- Cabshield, 1/2 type Stationary Free-Standing style,w/plain STAINLESS STEEL canopy, Hot-Dipped Galvanized tubing construction support stand, Slotted Center Viewing Window, (2) shovel holders, & reservior mounts, Installed.	\$4,551.00	\$4,551.00
1	9900207	- Ladder Flip-A-Way Access ladder (STAINLESS STEEL) Including Grab Handle above, and Interior Step, ea, Installed SPECIFY LOCATION HERE: LH FRONT AREA OF SIDE PANEL	\$731.00	\$731.00
1	9900211	- Body acc'y Dual "split" sander manifolds in rear corner posts	\$534.00	\$534.00

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Accepted by _____

Date _____

Price:

Total Discounts:

Net Cost:

Freight

Total:



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EAST BETHEL, CITY OF			EAST BETHEL, CITY OF	
2241 - 221ST AVE NE			2241 - 221ST AVE NE	
EAST BETHEL	MN 55011	USA	EAST BETHEL	MN 55011

ATTN: TIM MEYENBURG 763-439-6632

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	10/22/25	10/22/25	

Serial No.	

1 9900214 - Body acc'y Tailgate LEVER TOP PIN release (Single Axle bodies only)	\$1,296.00	\$1,296.00
1 9904246 - Light Warning TMTE1SS-3 PKG: (2) STAINLESS STEEL 23H 3-light LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed. **NOTE: CUSTOMER REQUESTS (DASH) SWITCH BE WIRED TO 12 VOLT HOT (NOT IGN HOT) TO ALLOW STROBE USEAGE AT ALL TIMES.	\$5,821.00	\$5,821.00
1 9905778 - Light, Mirror Mounted ABL 3800 LED HEAD LAMP PLOW LIGHTS W/ICE MELTING TECHNOLOGY Installed	\$1,567.00	\$1,567.00
1 9900265 - Conspicuity Tape Installed (Single or Tandem Application)	\$385.00	\$385.00
1 9900266 - Fender set Minimizer MIN2260, for Single Axle, black Poly, Installed	\$1,232.00	\$1,232.00
1 1965280 - Minimizer FKMAC2B Floor Mat Set for MACK SGL & TDM	\$253.00	\$253.00
1 9904691 - INSTALLATION of (Initial) Single camera system **NOTE: MOUNTED ON RH CABSHIELD STROBE TUBE, AIMED DOWN AND BACK FOR WING VIEWING, WIRED AS DEFAULT CAMERA, ON ALL THE TIME	\$471.00	\$471.00
1 9904692 - Camera System option, NORTECH 9100-2HC 120 degree night vision CCD weather-proof HEATED camera, only GEN 5 6100	\$182.00	\$182.00
1 9904693 - Camera System option, NORTECH 9100-4 Harness, 65' Waterproof GEN 5 6100	\$195.00	\$195.00
1 9900299 - Pre-Wet Towmaster/Varitech LDS-TMR-110-EGF Body Side Mt Sys for Elliptical body. (2) 55 gal tanks, mtg hdwe, plumbing,	\$3,217.00	\$3,217.00

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Accepted by

Date

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**** QUOTATION ****

Ship To: EAST BETHEL, CITY OF 2241 - 221ST AVE NE EAST BETHEL MN 55011 USA	Cust: 3227 Phone:	Bill To: EAST BETHEL, CITY OF 2241 - 221ST AVE NE EAST BETHEL MN 55011	Phone:
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ATTN: TIM MEYENBURG 763-439-6632

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	10/22/25	10/22/25	

Serial No. XXXXXXXXXX

Elec Gravity Feed valve

1 9902483 - Installation of TMR pre-wet system (New Towmaster Body)	\$1,411.00	\$1,411.00
1 9901834 - Hoist Towmaster 720DH, Double Acting, W/Solid block rear hinge point, & OSHA approved saftey props	\$5,979.00	\$5,979.00
1 9901712 - Installation of SCISSORS TYPE double acting hoist	\$2,673.00	\$2,673.00
1 9902924 - Scraper FALLS IB-10A 1" MB, w/single lift cylinder W/12" bolt-on extension (11' total), LESS CUTTING EDGES	\$10,186.00	\$10,186.00
1 9902873 - VBL 78531WPTSB-PK 7/8" X 5" - 3' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade, Sgl Bevel **NOTE: FOR SCRAPER APPLICATION	\$296.00	\$296.00
2 9902874 - VBL 78541WPTSB-PK 7/8" X 5" - 4' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade, Sgl Bevel **NOTE: FOR SCAPER APPLICATION	\$394.00	\$788.00
1 9901705 - Installation of underbody fixed angle scraper w/single lift cylinder	\$3,887.00	\$3,887.00
1 9904232 - Scraper FORCE Electric pressure transmitter to read on LCD screen, installed	\$429.00	\$429.00
1 9900351 - Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed	\$538.00	\$538.00
1 9902941 - Wing Falls RHSDL9A-HYDPB Primed LESS CUTTING EDGES	\$14,687.00	\$14,687.00
1 9902814 - VBL V45-HFR-12 RH Vallite Hard Faced Curb Runner, 12" ctrs	\$307.00	\$307.00

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EAST BETHEL, CITY OF			EAST BETHEL, CITY OF	
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EAST BETHEL	MN 55011	USA	EAST BETHEL	MN 55011

ATTN: TIM MEYENBURG 763-439-6632

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	10/22/25	10/22/25	

Serial No. [REDACTED]

****NOTE: FOR WING DISCHARGE APPLICATION**

1 9902855 - VBL 3/4" x 6" - 9' Carbon Steel Snow Blade	\$251.00	\$251.00
**NOTE: COVERPLATE FOR WING		
1 9900388 - Installation Falls SDL Series Wing - w/Bulkhead Couplers	\$6,655.00	\$6,655.00
**NOTE: OLD STANDARD TOE LIFT DESIGN REQUESTED BY CUSTOMER		
1 9901431 - Wing Falls RL (REAR LIFT) up charge SDL WING	\$649.00	\$649.00
1 9900479 - Wing Falls Gloss Black - Paint Moldboard	\$465.00	\$465.00
1 9900555 - Plow Hitch Falls 44XB2/STD/STD/SA/SPR-RET/HITCH	\$4,478.00	\$4,478.00
1 9900589 - Installation Falls Plow Hitch - 40 Series 3Line/STDBLKHD	\$2,626.00	\$2,626.00
1 9900625 - Plow Push Unit Falls 24/44 Series Std	\$1,312.00	\$1,312.00
1 9900637 - Plow Falls High Visibility Marker Set	\$161.00	\$161.00
1 9900639 - Plow Falls Rubber Belt Deflector Kit - Installed	\$509.00	\$509.00
1 9900641 - Plow Falls Parking Stand - Screw Adj Style	\$391.00	\$391.00
1 9903045 - Plow Falls PR1143/SPR-TRP/NOSHU/PRI-E1 10GA LESS CUTTING EDGES	\$9,148.00	\$9,148.00
1 9900681 - Plow Falls Gloss Black Paint, Rev Plow, w/installation	\$618.00	\$618.00
4 9902871 - VBL 3/4" x 6" - 3' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade	\$234.00	\$936.00
**NOTE: (3) FOR WING APPLICATION, (1) FOR PLOW APPLICATION		

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Accepted by _____

Date _____

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
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ATTN: TIM MEYENBURG 763-439-6632

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	10/22/25	10/22/25	

Serial No.	Qty	Part No.	Description	Price Ea.	Net Amt.
	2	9902872	- VBL 3/4" x 6" - 4' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade **NOTE: PLOW APPLICATION	\$335.00	\$670.00
	1	9902857	- VBL 3/4" x 6" - 11' Carbon Steel Snow Blade NOTE: COVERPLATE FOR PLOW	\$283.00	\$283.00
	1	9900775	- Hitch TMTE Medium Duty Hitch Plate assembly	\$687.00	\$687.00
	1	9901172	- Hitch Installation of med duty hitch (Weld On)	\$283.00	\$283.00
	1	9900776	- Hitch PH-20 Pintle Hook installed NOTE: HEIGHT IS ADJUSTABLE . . . SET AT APPROX 24" GROUND TO SADDLE.	\$230.00	\$230.00
	1	9902494	- Hitch 7 contact RV (flat pin) socket installed	\$230.00	\$230.00
	1	9902495	- Hitch Electronic Brake controller w/wiring to rear socket, installed in cab of truck	\$695.00	\$695.00
	1	9901112	- ICC BUMPER	\$232.00	\$232.00
	1	9901113	- INSTALLATION OF ICC BUMPER	\$315.00	\$315.00
	1	9900805	- Sander Falls 1ASD9SS-4P-1D-1S, 9" x 4" Auger, Stainless Steel Unit, LH (or RH) Discharge, Berm Chute, Single Poly Spinne r Ass'y, Complete	\$7,326.00	\$7,326.00
	1	9901718	- Sander Install & dual manifold RH & LH rear	\$1,507.00	\$1,507.00
	1	9900814	- Sander Falls Stainless Steel (optional) salt shield	\$195.00	\$195.00
	1	9900823	- Sander TMTE Exterior (removable) sander/tailgate spill plates, Stainless Steel	\$624.00	\$624.00

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Accepted by _____

Date _____

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Total:



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Ship To: EAST BETHEL, CITY OF 2241 - 221ST AVE NE EAST BETHEL MN 55011 USA	Cust: 3227 MN 55011	Phone:	Bill To: EAST BETHEL, CITY OF 2241 - 221ST AVE NE EAST BETHEL MN 55011	Phone:
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ATTN: TIM MEYENBURG 763-439-6632

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	10/22/25	10/22/25	

Serial No.

1 9900851 - Valve System, Force Add-A-Fold MCV-ISO Valve 9 Functions , INSTALLED	\$17,211.00	\$17,211.00
**NOTE: BOX HOIST, PLOW LIFT, PLOW ANGLE, WINT TOE, WING HEEL, WING PUSH-BAR, SCRAPER LIFT, AUGER, & SPINNER.		
1 9902497 - Control System Force ULTRA-4-6100 Commander control, Installed	\$15,961.00	\$15,961.00
NOTE: ADD (1) 12 VOLT STEEL POWER SOCKET/PORT, WITH 10 AMP FEED, TO RH SIDE AREA OF CONTROLLER BASE, TO ALLOW PLUG-IN OF CUSTOMER INSTALLED 2-WAY RADIO DOCK.SEE TIM FOR DETAILS.		
1 9900882 - Reservoir TMTE Cabshield mt (stainless steel) w/intank filter INCLUDED, installed	\$4,267.00	\$4,267.00
1 9900887 - Pump Force EATON 421AK LS (4.67 ci) w/Elect shut down installed	\$5,656.00	\$5,656.00
1 9900871 - Switch TMTE BODY UP Installed (electric controls only)	\$288.00	\$288.00
1 9900884 - Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	\$334.00	\$334.00
1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele & Scissor Hoists, and all other items.		

Accepted by

Date



Price: \$175,050.00

Total Discounts:

Net Cost: \$175,050.00

Freight

Total: \$175,050.00

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

1. SCOPE AND VALIDITY

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

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

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

2. OFFERS, ORDERS AND CONFIRMATION

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

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

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

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

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

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

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

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

3. PRICES

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

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

4. PAYMENT TERMS

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

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

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

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

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

5. SECURITY INTEREST

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

6. OBLIGATIONS OF CUSTOMER

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

7. DELIVERY AND ACCEPTANCE

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

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

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

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

8. EXAMINATION AND CONFORMITY TO ORDER

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

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

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

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

9. LIMITED PRODUCT WARRANTY

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

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

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

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

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

10. LIMITATION OF LIABILITY

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

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

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

11. CONFIDENTIALITY

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

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

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

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

12. INTELLECTUAL PROPERTY

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

13. FORCE MAJEURE

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

14. MISCELLANEOUS

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

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

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

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

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

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

15. ENTIRE AGREEMENT; CONFLICTS.

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

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

16. APPLICABLE LAW AND JURISDICTION

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

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

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

Exhibit D: Price Schedule

Price quote for: **SINGLE AXLE CAB/CHASSIS**

Vendor Name: **Nuss Truck and Equipment**
 Contact Person: **Dan Chipman**
 Street Address: **2195 WEST COUNTY ROAD C2**
 P.O. Box:
 City, State, Zip: **ROSEVILLE, MN 55113**
 Phone #: **612-297-6496**
 Toll Free #: **800-704-0935**
 Fax #: **651-635-0928**
 Email Address: dchipman@nussgrp.com

Version of Excel used: **2013**

Spec #	Information Requested	Answer
1.0	Make & Model	Volvo VHD42F200
	C.A. & W.B. dimension	75.5 CA, 160 WB.
	Front Axle Location (Set Forward, Set Back)	Set Forward
	Frame, Steel PSI	120,000 psi
	Frame, Section Modulus	20.5
	Frame, Resistance to Bending Moment	2,460,000
	Frame overhang length	41"
	Type of fasteners used on frame members	Huck Bolt
	Front bumper description	3 Piece Steel Construction
	Front Axle Type & Size	14,600 #, Forced I-beam
	Front Spring length	69.92"
	Front brake size	16.5" x 5"
	Front Brake chamber size	24 sq in
	U Joint Make, Model & Type (1/2 round, etc.)	Spicer SPL170
	Rear Axle Type & Size	Meritor RS23-160 23,000 #

Rear brake size	16.5" x 7"
Rear brake chamber size	30" x 30"
Parking Brake Type & Model #	2 Cam Haldex
Front Tire Make & Size	315 80R22.5 Bridgestone M860A
Front Rim Size & Rating	22.5" x 8" 74,000 #
Rear tire make & size	Bridgestone M843 11R22.5G
Rear rim size & rating	22.5" x 8" 74,000 #
Air compressor type & size	Wabco 31.8 cfm
Air dryer info	Wabco 1200up Turbo cutoff w/heater
Engine type, HP & torque	Volvo D11 325 hp 1250fp/lb torque
Type of engine fan drive	Kysor on/off clutch
Exhaust description	Vertical B-pillar mounted
Starter motor Make & Model	Delco-Remy 12v 39 mthd
Right side steering assist (Auxiliary gear, hydraulic ram or none)	No power assist provided
Transmission Make & Model, # of Speeds	Eaton Fuller FR14210B 10 spd Manual
Clutch size and # of plates	Eaton 15.5 2-plate
Battery CCA, # of batteries, CCA of each battery	2000 CCA, 2-12v, 1000 CCA
Fuel tank size, shape and material	26" D-shaped 75 gal Alum
Alternator Type & Size	145 amp Delco-Remy SI
Radiator Sq in & Material	930 sq in 2-row core, Alum
Type and number of horns	2 elec, 2 air frame mounted
Cab ride (type of mounting)	Mechanical cab suspension w/shocks

Cab size door to door, floor to ceiling	83.5", 61"
Distance of cab floor to ground	46"
Description of seats supplied with base cab & chassis	Driver national highback air ride seat w/brown vinyl covering. Stationary highback passenger seat
Windshield washer nozzle location	Wiper arm
Interior package (Low, Med or Premium)	Low
Does unit include cruise control	Yes
How is dome light activated	Door or manual switch on dash and lights
Steering wheel adjustment (tilt, telescoping, etc.)	Tilt and Telescoping
Cab grab handle locations	Inside door
Storage pocket description	Both door and rear of cab
Cab Gauges, List	Ambient air temp, Engine oil temp, Battery voltage, Transmission temp, Rear axle temp, pyrometer, Air suspension gauge, Air filter restriction gauge.
Dimmer switch location	Turn signal
Paint description	Single clear coat base coat Axalta safety Orange
Cab & chassis warranty (time & mileage)	12 month, 100,000 miles
Engine warranty (time & mileage)	24mo/250,000 miles
Transmission warranty (time & mileage)	36mo/Unlimited
Rear end warranty (time & mileage)	36mo/360,000 miles
Delivery of chassis starting point	Roseville, MN 55113
Estimated weight on front axle of base unit	8,114lb
Estimated weight on rear axle of base unit	5,074lb

SINGLE AXLE CAB/CHASSIS

Exhibit D: Price Schedule

VENDOR NAME **Nuss Truck and Equipment**

MAKE AND MODEL **2026 Volvo VHD 42B300 SA**

This section for use when ordering	
WB	165
CA	99" (Towmaster to Verify)
AF	63"
Rear Ratio	4.56
Cab Color	Dark Green (L5946)
Wheel Color	Aluminum
Notes	City of East Bethel, 10.13.25(NUSS20240001325634D)

Grand Total \$ 160,573.70

Code	Spec #	Description	Qty	2025 Price	Subtotal
VHD64F300	1.0	Price for Base Unit:	1	\$ 115,726.00	\$ 115,726.00

2.0 FRAME OPTIONS

x4XB1X	2.1	Front frame extension	1	\$ 143.00	\$ 143.00
x2345	2.2	Custom hole punching in frame		\$ 110.00	\$ -
994DX	2.3	Deduct for no front bumper		\$ (60.00)	\$ -
403003	2.4	Frame fastener option (bolt or huck spun)	1	STD	
	2.5	Frame, R.B.M., S.M., PSI, CT			\$ -
403005	2.6	11.81"x3.54"x.31", R.B.M. 2,112,000, S.M. 17.6, PSI,120,000 CT		STD	
403006	2.7	11.81"x3.54"x.38", R.B.M. 2,460,000, S.M. 20.5, PSI,120,000 CT		\$ 343.00	\$ -
403010	2.8	11.81"x3.54"x.44", R.B.M. 2,820,000, S.M. 23.5, PSI,120,000 CT		\$ 562.00	\$ -
403011	2.9	11.81"x4.13"x.44", R.B.M. 3,156,000, S.M. 26.3, PSI,120,000 CT	1	\$ 720.00	\$ 720.00

3.0 FRONT AXLE/SUSPENSION/BRAKE/OPTION

MC	3.1	Set Back Front Axle Option	1	STD	
370403	3.2	14,600 front axle and matching suspension		STD	
370405	3.3	16,500 front axle and matching suspension		\$ 875.00	\$ -
370406	3.4	18,800 front axle & matching suspension		\$ 978.00	\$ -
370407	3.5	20,800 front axle and matching suspension	1	\$ 1,079.00	\$ 1,079.00
370408	3.6	22,800 front axle and matching suspension Volvo F22		\$ 1,154.00	\$ -
371071	3.7	Heavy duty front axle shocks	1	\$ 50.00	\$ 50.00
782014	3.8	Front Brake Dimension 16.5x6	1	\$ 67.00	\$ 67.00
0KXG1X	3.9	Hubs Front axle iron unitized front axle hubs		\$ 25.00	\$ -
NA	3.10	Right hand air bag suspension per Spec 3.7, Driver controlled		No Bid	
NA	3.11	Left air bag suspension per Spec 3.7, Driver controlled		No Bid	
ZGXE1X	3.12	Front axle lubrication cap with slotted venthole		No Bid	
UDXA1X	3.13	Front brake dust shields	1	STD	
XEXB1X	3.14	Dual front auxiliary steering gear	1	\$ 1,464.00	\$ 1,464.00
0371074	3.15	Multi Leaf Front Susp (RH Stiffner)		\$ 91.00	\$ -
XEXA1X	3.16	Right Hand Ram Assist		\$ 1,230.00	\$ -

4.0 TANDEM REAR AXLE/SUSPENSION/BRAKE/OPTIONS

N/A	4.1	17,500# driver differential locking rear axle and matching suspension		No Bid	
N/A	4.2	19,000# rear axle & matching suspension		No Bid	
N/A	4.3	19,000# driver differential locking rear axle and matching suspension		No Bid	
N/A	4.4	21,000# rear axle and matching suspension		No Bid	
N/A	4.5	21,000# driver differential locking rear axle and matching suspension		No Bid	
N/A	4.6	22,000# rear axle and matching suspension		No Bid	
N/A	4.7	22,000# driver differential locking rear axle and matching suspension		No Bid	
	4.8	23,000# rear axle and matching suspension			
TUXA1X		Mertior RS23-160 Rear Axle & 23,000 Multi-Leaf Rear Suspension		STD	
TUXA2X	4.9	23,000# driver differential locking rear axle and matching suspension Mertior RS23-160 Rear Axle & 23,000 Multi-Leaf Rear Suspension		\$ 406.00	\$ -
TUXA3X	4.10	26,000# rear axle and matching suspension Mertior RS26-160 Rear Axle & 26,000 Multi-Leaf Rear Suspension		\$ 3,607.00	\$ -
TUXA4X	4.11	26,000# driver differential locking rear axle and matching suspension Mertior RS26-160 Rear Axle & 26,000 Multi-Leaf Rear Suspension		\$ 4,013.00	\$ -
330328	4.12	Meritor RS23160 rear axle and 26,000# rear suspension, driver diff. lock.		\$ 838.00	\$ -
N/A	4.13	17,500# air suspension in lieu of springs		No Bid	
N/A	4.14	19,000# air suspension in lieu of springs		No Bid	
N/A	4.15	21,000# air suspension in lieu of springs		No Bid	
N/A	4.16	22,000# air suspension in lieu of springs		No Bid	
350315	4.17	23,000# air suspension in lieu of springs		\$ 896.00	\$ -
3ZZ316	4.18	26,000# air suspension in lieu of springs		\$ 2,450.00	\$ -
ZAX99X	4.19	Dash mounted air dump system		\$ 14.00	\$ -
76AB1X	4.20	½ round universal joints	1	STD	
THXC2X	4.21	Spicer 1810 HD drive line with half round universal joints		\$ 230.00	\$ -
YVXZ1X	4.22	Rear axle heavy duty shocks	1	\$ 310.00	\$ 310.00
350006	4.23	Rear auxiliary spring, 4500#		\$ 349.00	\$ -
N/A	4.24	Rear stabilizer bar		No Bid	
UEXA1X	4.25	Rear brake dust shield	1	\$ 22.00	\$ 22.00
784013	4.27	Meritor Brake Adjuster Front and Rear	1	\$ 11.00	\$ 11.00
UKXB1X	4.28	Extended length brake stroke	1	\$ 54.00	\$ 54.00
781104	4.29	Four Cam type haldex life seal plus	1	\$ 107.00	\$ 107.00
7WXB1X	4.30	Synthetic Rear Axle Lubricant	1	\$ 117.00	\$ 117.00
yVXA1X	4.31	Rear Shock Absorbers		\$ 176.00	\$ -
MC	4.31	Meritor RS-23-160 rear axle and 30,000# rear suspension, driver diff. lock.		\$ 1,087.00	\$ -
252AB1	4.27	Meritor RS-30-185 30,000 lbs rear axle w/diff lock	1	\$ 3,973.00	\$ 3,973.00
330328	4.12	30,000# multileaf rear suspension	1	\$ 838.00	\$ 838.00

5.0 FIFTH WHEEL OPTIONS

X6XA2X	5.1	Frame end tapered and open		\$ 12.00	\$ -
X6XB2X	5.2	Frame end tapered and closed		\$ 30.00	\$ -
330AB7	5.3	Fixed fifth wheel - Holland FW-35		\$ 684.00	\$ -
330AE7	5.4	Mechanical slide fifth wheel - Holland FW35, Travel - 24" slide		\$ 562.00	\$ -
330AH4	5.5	Air slide fifth wheel - Holland FW35, Travel - 24" slide		\$ 986.00	\$ -
464AA5	5.6	Stainless 1/4 fenders, mounted front of tandems		\$ 127.00	\$ -
464AA2	5.7	Plastic 1/4 fenders, mounted front of tandems		\$ 110.00	\$ -
WHX01X	5.8	Tractor package hookup		\$ 297.00	\$ -
7KXA3X	5.9	Behind cab deck plate		\$ 681.00	\$ -

330AB8	5.10	Holland fixed with non-tilt 5th wheel		\$ 1,385.00	\$ -
330AEF	5.11	Holland manual slide 5th wheel		\$ 537.00	\$ -
69XD3X	5.12	Mud flaps with brackets		\$ 115.00	\$ -
69XC3X	5.13	Betts B60 stainless steel angled mud flap brackets		\$ 161.00	\$ -
51XD1X	5.14	Hose tender & towel bar assembly		\$ 58.00	\$ -
5ZXB1X	5.15	Coiled trailer air hose		\$ 39.00	\$ -
2UAB1X	5.16	Coiled trailer electrical hose		\$ 44.00	\$ -
OBS04S	5.17	Air Weight AW5800 onboard scales		\$ 1,118.00	\$ -
6HXBRX	5.18	Medium height 5th wheel ramp guide		\$ 228.00	\$ -
322022	5.19	Trailer hook up light		\$ 74.00	\$ -

6.0 TIRES/RIMS OPTIONS:

NA	6.1	Nylon wafers or wheel guards on all wheels (10 ea)	1	\$ 44.00	\$ 44.00
NA	6.2	Heavier 7500 lb 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (10 ea)		STD	
084441	6.3	22.5 12.5 Black Powder quoted wheels front and back		\$ 482.00	\$ -
NA	6.4	Heavier 7500 lb 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (8 ea) in rear only		\$ (16.00)	\$ -
		Front Tire Package			\$ -
093760	6.5	11R22.5H GOODYEAR G731 MSA (13220 LBS. GAWR) MULTI USAGE		\$ 288.00	\$ -
093762	6.6	11R22.5H GOODYEAR G751 MSA (13220 LBS. GAWR) MULTI USAGE		\$ 258.00	\$ -
093299	6.7	11R24.5H BRIDGESTONE M863 (14320 LBS. GAWR) ON/OFF ROAD USAGE		\$ 2,240.00	\$ -
093562	6.8	11R24.5H BRIDGESTONE R250ED (14320 LBS. GAWR) REGIONAL / URBAN USAGE		\$ (85.00)	\$ -
093741	6.9	11R24.5H BRIDGESTONE R268 (14320 LBS. GAWR) REGIONAL / URBAN USAGE		\$ (75.00)	\$ -
093796	6.10	11R24.5H BRIDGESTONE R283A ECOPIA (14320 LBS. GAWR) LONG / REGIONAL HAUL		\$ (85.00)	\$ -
093761	6.11	11R24.5H GOODYEAR G731 MSA (14320 LBS. GAWR) MULTI USAGE		\$ 380.00	\$ -
093763	6.12	11R24.5H GOODYEAR G751 MSA (14320 LBS. GAWR) MULTI USAGE		\$ 335.00	\$ -
093591	6.13	11R24.5H MICHELIN XZE2 (14320 LBS. GAWR) REGIONAL / URBAN USAGE		\$ 1,648.00	\$ -
093804	6.14	11R24.5H MICHELIN X WORKS Z (14320 LBS. GAWR) ON/OFF ROAD USAGE		\$ 100.00	\$ -
093764	6.15	12R22.5H GOODYEAR G751 MSA (14780 LBS. GAWR) MULTI USAGE		\$ 468.00	\$ -
093805	6.16	12R24.5H MICHELIN X WORKS Z (15660 LBS. GAWR) ON/OFF ROAD USAGE		\$ 210.00	\$ -
093790	6.17	275/80R22.5H MICHELIN X LINE ENERGY Z (14320 LBS. GAWR) LONG / REGIONAL HAUL		\$ (40.00)	\$ -
093758	6.18	315/80R22.5L GOODYEAR G751 MSA (18180 LBS. GAWR) MULTI USAGE		\$ 675.00	\$ -
093828	6.19	315/80R22.5L MICHELIN X LINE ENERGY Z (18180 LBS. GAWR) LONG HAUL		\$ 95.00	\$ -
093806	6.20	315/80R22.5L MICHELIN X WORKS Z (18180 LBS. GAWR) ON/OFF ROAD USAGE		\$ 235.00	\$ -
093672	6.21	315/80R22.5L MICHELIN XZUS2 (20000 LBS. GAWR) URBAN USAGE	1	\$ 245.00	\$ 245.00
093823	6.22	315/80R22.5L CONTINENTAL CITY SERVICE HA3 (20000 LBS. GAWR) URBAN USAGE		\$ 450.00	\$ -

093747	6.23	385/65R22.5J BRIDGESTONE M854 (18740 LBS. GAWR) ON/OFF ROAD USAGE		\$ 200.00	\$ -
093495	6.24	385/65R22.5J MICHELIN XZY3 (18740 LBS. GAWR) ON/OFF ROAD USAGE		\$ 265.00	\$ -
093567	6.25	385/65R22.5L MICHELIN XFE (19840 LBS. GAWR) ON/OFF ROAD USAGE		\$ 335.00	\$ -
		Rear Tire Package			\$ -
094673	6.26	11R22.5G BRIDGESTONE M770 (23360 LBS. GAWR) LONG / REGIONAL HAUL		\$ 225.00	\$ -
094810	6.27	11R22.5G BRIDGESTONE M726 EL A (21660 LBS. GAWR) LONG / REGIONAL HAUL		\$ 135.00	\$ -
094297	6.28	11R22.5G BRIDGESTONE M843 (23360 LBS. GAWR) ON/OFF ROAD USAGE		\$ 690.00	\$ -
094736	6.29	11R22.5G BRIDGESTONE R268 (23360 LBS. GAWR) REGIONAL HAUL		STD	
094821	6.30	11R22.5G CONTINENTAL HDL2 (22700 LBS. GAWR) LONG HAUL		\$ 595.00	\$ -
094701	6.31	11R22.5G MICHELIN X LINE ENERGY D (23360 LBS. GAWR) LONG / REGIONAL HAUL		\$ 1,085.00	\$ -
094350	6.32	11R22.5G MICHELIN XDN2 (23360 LBS. GAWR) LONG / REGIONAL HAUL	1	\$ 930.00	\$ 930.00
094788	6.33	11R22.5G MICHELIN X LINE ENERGY Z (23360 LBS. GAWR) LONG / REGIONAL HAUL		\$ 835.00	\$ -
094588	6.34	11R22.5G MICHELIN XZE2 (23360 LBS. GAWR) REGIONAL / URBAN USAGE		\$ 635.00	\$ -
094692	6.35	11R22.5G MICHELIN X MULTI ENERGY D (23360 LBS. GAWR) REGIONAL HAUL		\$ 965.00	\$ -
094674	6.36	11R22.5H BRIDGESTONE M770 (24020 LBS. GAWR) LONG / REGIONAL HAUL		\$ 465.00	\$ -
094559	6.37	11R22.5H BRIDGESTONE M775 (24020 LBS. GAWR) ON/OFF ROAD USAGE		\$ 889.00	\$ -
094311	6.38	11R22.5H BRIDGESTONE M843 (24020 LBS. GAWR) ON/OFF ROAD USAGE		\$ 915.00	\$ -
094738	6.39	11R22.5H BRIDGESTONE R268 (24020 LBS. GAWR) REGIONAL / URBAN USAGE		\$ 465.00	\$ -
094688	6.40	11R22.5H BRIDGESTONE M799 (24020 LBS. GAWR) ON/OFF ROAD USAGE		\$ 565.00	\$ -
094760	6.41	11R22.5H GOODYEAR G731 MSA (24020 LBS. GAWR) MULTI USAGE		\$ 2,470.00	\$ -
094762	6.42	11R22.5H GOODYEAR G751 MSA (24020 LBS. GAWR) MULTI USAGE		\$ 2,355.00	\$ -
094351	6.43	11R22.5H MICHELIN XDN2 (24020 LBS. GAWR) LONG / REGIONAL HAUL		\$ 1,015.00	\$ -
094652	6.44	11R22.5H MICHELIN XDS2 (24020 LBS. GAWR) LONG / REGIONAL HAUL		\$ 1,485.00	\$ -
094789	6.45	11R22.5H MICHELIN X LINE ENERGY Z (24020 LBS. GAWR) LONG / REGIONAL HAUL		\$ 955.00	\$ -
094801	6.46	11R22.5H MICHELIN X WORKS Z (24020 LBS. GAWR) ON/OFF ROAD USAGE		\$ 1,345.00	\$ -
094686	6.47	11R22.5H MICHELIN X WORKS XDY (24020 LBS. GAWR) ON/OFF ROAD USAGE		\$ 1,485.00	\$ -
094677	6.48	11R24.5G BRIDGESTONE M770 (24020 LBS. GAWR) LONG / REGIONAL HAUL		\$ 500.00	\$ -
094811	6.49	11R24.5G BRIDGESTONE M726 EL A (22700 LBS. GAWR) LONG / REGIONAL HAUL		\$ 250.00	\$ -

094739	6.50	11R24.5G BRIDGESTONE R268 (24020 LBS. GAWR) REGIONAL / URBAN USAGE	\$ 400.00	\$ -
094361	6.51	11R24.5G MICHELIN XDN2 (24020 LBS. GAWR) LONG / REGIONAL HAUL	\$ 1,185.00	\$ -
094557	6.52	11R24.5H BRIDGESTONE L320 (26440 LBS. GAWR) ON/OFF ROAD USAGE	\$ 1,315.00	\$ -
094558	6.53	11R24.5H BRIDGESTONE M775 (26440 LBS. GAWR) ON/OFF ROAD USAGE	\$ 1,525.00	\$ -
094299	6.54	11R24.5H BRIDGESTONE M843 (26440 LBS. GAWR) ON/OFF ROAD USAGE	\$ 1,185.00	\$ -
094741	6.55	11R24.5H BRIDGESTONE R268 (26440 LBS. GAWR) REGIONAL / URBAN USAGE	\$ 685.00	\$ -
094689	6.56	11R24.5H BRIDGESTONE M799 (26440 LBS. GAWR) ON/OFF ROAD USAGE	\$ 685.00	\$ -
094761	6.57	11R24.5H GOODYEAR G731 MSA (26440 LBS. GAWR) MULTI USAGE	\$ 2,845.00	\$ -
094763	6.58	11R24.5H GOODYEAR G751 MSA (26440 LBS. GAWR) MULTI USAGE	\$ 2,655.00	\$ -
094659	6.59	11R24.5H MICHELIN XDS2 (26440 LBS. GAWR) LONG / REGIONAL HAUL	\$ 1,460.00	\$ -
094804	6.60	11R24.5H MICHELIN X WORKS Z (26440 LBS. GAWR) ON/OFF ROAD USAGE	\$ 1,680.00	\$ -
094671	6.61	11R24.5H MICHELIN X WORKS XDY (26440 LBS. GAWR) LIGHT CONSTRUCTION	\$ 1,795.00	\$ -
094560	6.62	12R22.5H BRIDGESTONE M775 (27120 LBS. GAWR) ON/OFF ROAD USAGE	\$ 1,690.00	\$ -
094690	6.63	12R22.5H BRIDGESTONE M799 (27120 LBS. GAWR) ON/OFF ROAD USAGE	\$ 1,825.00	\$ -
094764	6.64	12R22.5H GOODYEAR G751 MSA (27120 LBS. GAWR) MULTI USAGE	\$ 3,195.00	\$ -
094314	6.65	12R24.5H BRIDGESTONE M843 (28640 LBS. GAWR) ON/OFF ROAD USAGE	\$ 1,465.00	\$ -
094330	6.66	275/80R22.5G MICHELIN XDA ENERGY (22700 LBS. GAWR) LONG / REGIONAL HAUL	\$ 895.00	\$ -
094700	6.67	275/80R22.5G MICHELIN X LINE ENERGY D (22700 LBS. GAWR) LONG / REGIONAL HAUL	\$ 855.00	\$ -
094698	6.68	275/80R22.5G MICHELIN XDA5+ (22700 LBS. GAWR) LONG / REGIONAL HAUL	\$ 665.00	\$ -
094354	6.69	275/80R22.5G MICHELIN XDN2 (22700 LBS. GAWR) LONG / REGIONAL HAUL	\$ 750.00	\$ -
094787	6.70	275/80R22.5G MICHELIN X LINE ENERGY Z (22700 LBS. GAWR) LONG / REGIONAL HAUL	\$ 715.00	\$ -
094694	6.71	275/80R22.5G MICHELIN X MULTI ENERGY D (22700 LBS. GAWR) REGIONAL HAUL	\$ 1,050.00	\$ -
094592	6.72	275/80R22.5G MICHELIN XZE2 (22700 LBS. GAWR) REGIONAL / URBAN USAGE	\$ 545.00	\$ -
094790	6.73	275/80R22.5H MICHELIN X LINE ENERGY Z (26440 LBS. GAWR) LONG / REGIONAL HAUL	\$ 875.00	\$ -
094699	6.74	275/80R24.5G MICHELIN XDA5+ (22700 LBS. GAWR) LONG / REGIONAL HAUL	\$ 600.00	\$ -
094490	6.75	275/80R24.5G MICHELIN XDN2 (22700 LBS. GAWR) LONG / REGIONAL HAUL	\$ 800.00	\$ -
094791	6.76	275/80R24.5G MICHELIN X LINE ENERGY Z (22700 LBS. GAWR) LONG / REGIONAL HAUL	\$ 750.00	\$ -
094809	6.77	285/75R24.5G BRIDGESTONE M726 EL A (20820 LBS. GAWR) LONG / REGIONAL HAUL	\$ 230.00	\$ -

094676	6.78	285/75R24.5G BRIDGESTONE M770 (22700 LBS. GAWR) LONG / REGIONAL HAUL		\$ 285.00	\$ -
094808	6.79	295/75R22.5G BRIDGESTONE M726 EL A (20280 LBS. GAWR) LONG / REGIONAL HAUL		\$ 75.00	\$ -
094725	6.80	295/75R22.5G BRIDGESTONE R268 (22700 LBS. GAWR) REGIONAL HAUL		\$ 95.00	\$ -
094767	6.81	295/75R22.5G CONTINENTAL HDR2 (22700 LBS. GAWR) REGIONAL HAUL		\$ 155.00	\$ -
NUS225	6.82	Steel spare rim, size		No Bid	
NUS245	6.83	Steel spare rim, size		No Bid	

7.0 BRAKE SYSTEM OPTIONS:

VHXBVX	7.1	Wabco System Saver 1200 Plus heated air dryer	1	STD	
UWXB1X	7.2	Manual cable drain valves on air tanks	1	\$ 27.00	\$ 27.00
N/A	7.3	Heated air tank		No Bid	
UWXE3X	7.4	Auto drain valves on air tanks, heated	1	\$ 48.00	\$ 48.00
300AD0	7.5	MGM type TR-T rear brake chambers		\$ 48.00	\$ -
N/A	7.6	S.S. pins on slack adjuster yoke (2 ea. per yoke) For all air brake chambers		No Bid	
N5FAJX	7.7	Inverted rear brake chamber mounting in lieu of regular mounting		No Bid	
MC	7.8	Relocate air dryer		\$ 272.00	\$ -

**8.0 ENGINE/EXHAUST AND FUEL TANKS OPTIONS:
(List Make & Model, H.P., torque of engine and exhaust and fuel tank options)**

1017V0	8.1	VOLVO D11 325HP 2100RPM 1250 LBFT		STD	
1017V1	8.2	VOLVO D11 355HP 2100RPM 1250 LBFT		\$ 1,230.00	\$ -
1017V2	8.3	VOLVO D11 365HP 2100RPM 1350 LBFT		\$ 1,675.00	\$ -
1017V3	8.4	VOLVO D11 385HP 2100RPM 1450 LBFT	1	\$ 2,413.00	\$ 2,413.00
1017V5	8.5	VOLVO D11 425HP 2100RPM 1550 LBFT		\$ 3,971.00	\$ -
1017V4	8.6	VOLVO D11 385HP 2100RPM 1450/1250 LBFT ECO-TORQUE PERF		\$ 2,413.00	\$ -
1017V6	8.7	VOLVO D11 425HP 2100RPM 1550/1350 LBFT ECO-TORQUE PERF		\$ 3,971.00	\$ -
1017W0	8.8	VOLVO D13 375HP 2100RPM 1450 LBFT		\$ 2,229.00	\$ -
1017W1	8.9	VOLVO D13 405HP 2100RPM 1450 LBFT		\$ 3,283.00	\$ -
1017W8	8.10	VOLVO D13 425HP 2100RPM 1550 LBFT		\$ 4,432.00	\$ -
1017X7	8.11	VOLVO D13 435HP 2100RPM 1650 LBFT		\$ 4,994.00	\$ -
1017X8	8.12	VOLVO D13 455HP 2100RPM 1750 LBFT		\$ 5,649.00	\$ -
1017Y7	8.13	VOLVO D13 500HP 2100RPM 1850 LBFT		\$ 7,129.00	\$ -
1017W2	8.14	VOLVO D13 405HP 2100RPM 1450/1650 LBFT DUAL-TORQUE		\$ 3,588.00	\$ -
1017W9	8.15	VOLVO D13 425HP 2100RPM 1450/1750 LBFT DUAL-TORQUE		\$ 4,736.00	\$ -
1017X9	8.16	VOLVO D13 455HP 2100RPM 1550/1850 LBFT DUAL-TORQUE		\$ 6,000.00	\$ -
1017W3	8.17	VOLVO D13 405HP 2100RPM 1650/1450 LBFT ECO-TORQUE PERF.		\$ 3,588.00	\$ -
1017W4	8.18	VOLVO D13 405HP 2100RPM 1650/1450 LBFT ECO-TORQUE ECON.		\$ 3,588.00	\$ -
1017X0	8.19	VOLVO D13 425HP 2100RPM 1750/1450 LBFT ECO-TORQUE PERF.		\$ 4,736.00	\$ -
1017X1	8.20	VOLVO D13 425HP 2100RPM 1750/1450 LBFT ECO-TORQUE ECON		\$ 4,736.00	\$ -
1017Y0	8.21	VOLVO D13 455HP 2100RPM 1850/1550 LBFT ECO-TORQUE PERFORMANCE		\$ 6,000.00	\$ -
1017Y1	8.22	VOLVO D13 455HP 2100RPM 1850/1550 LBFT ECO-TORQUE ECON		\$ 6,000.00	\$ -
1017Y8	8.23	VOLVO D13 500HP 2100RPM 1850/1550 LBFT ECO-TORQUE PERF.		\$ 7,129.00	\$ -
232088	8.24	10' 0" ALUMINIZED STAINLESS VERTICAL STEEL SINGLE STACK	1	STD	
K0XC1X	8.25	STRAIGHT END EXHAUST STACK		\$ 45.00	\$ -

K0XD1X	8.26	TURNED OUT EXHAUST EXTENSION integrated DPF and SCR		\$ 979.00	\$ -
K0XC4X	8.27	STRAIGHT STACK, SIDE OUTLET DIFFUSER BOX	1	STD	
K0XC5X	8.28	STRAIGHT STACK, TOP OUTLET DIFFUSER BOX		\$ 45.00	\$ -
J8XATX	8.29	50 GALLON LEFT HAND FUEL TANK		\$ 132.00	\$ -
J8XBXX	8.30	70 GALLON LEFT HAND FUEL TANK		\$ 132.00	\$ -
J8XB1X	8.31	75 GALLON LEFT HAND FUEL TANK STANDARD		STD	
J8XEJX	8.32	90 GALLON LEFT HAND FUEL TANK	1	\$ 560.00	\$ 560.00
J8XEWX	8.33	100 GALLON LEFT HAND FUEL TANK		\$ 137.00	\$ -
J8XG1X	8.34	125 GALLON LEFT HAND FUEL TANK		\$ 301.00	\$ -
JBZZ1234	8.35	22" DIA D SHAPED FUEL TANK **Required for CBOC** air tanks needs moved	1	\$ 601.00	\$ 601.00
KNXB2X	8.36	26" DIA D SHAPED FUEL TANK		\$ 186.00	\$ -

9.0 ENGINE RELATED OPTIONS:

26X1XZ	9.1	Oil fill and dipstick EZ access		\$ 319.00	\$ -
PJXMGX	9.2	Delco 35 SI Brushless Alternator, 135 AMP		\$ (44.00)	\$ -
NA	9.3	Delco 24 SI Alternator, 130 AMP	1	STD	
PJXMLX	9.4	Delco 24 SI Alternator, 145 AMP		\$ (50.00)	\$ -
PJXMIX	9.5	Leece-Neville Alternator, 145 AMP		\$ (35.00)	\$ -
810113	9.6	3 Volvo 760 CCA Maintenance Free 12V Batteries 2280 CCA		\$ 80.00	\$ -
KWXA3X	9.7	Dual element air cleaner		\$ 66.00	\$ -
KWXA1A	9.8	Donaldson Single Stage Air cleaner per spec 12.1	1	\$ 32.00	\$ 32.00
JVXDAX	9.9	Davco 387 fuel/water separator heated	1	\$ 196.00	\$ 196.00
JVXBBX	9.10	Non-heated fuel/water separator, _____RACOR 6903E_(Brand)		\$ 42.00	\$ -
H9XK1X	9.11	Coolant spin on filter/conditioner	1	\$ 67.00	\$ 67.00
T1XA1X	9.12	Front engine powered take off adapter and radiator cut out	1	\$ 540.00	\$ 540.00
208021	9.13	Air applied fan drive, _____KYSOR_(Brand)		\$ 329.00	\$ -
208025	9.14	Viscous fan drive		\$ 29.00	\$ -
KOXD1X	9.15	Curved exhaust pipe end		\$ 24.00	\$ -
5NXAVX	9.16	Engine block heater	1	\$ 60.00	\$ 60.00
NA	9.17	In line fuel heater		No Bid	
JRXA1X	9.18	In tank fuel heater		\$ 388.00	\$ -
NA	9.19	Fuel cooler		No Bid	
NA	9.20	Radiator bug screen	1	STD	
LCO01	9.21	Stainless Steel Oil Pan	1	\$ 1,900.00	\$ 1,900.00
HTXA8X	9.22	Engine brake system	1	\$ 950.00	\$ 950.00
VHXZZX	9.23	Relocate air dryer		\$ 243.00	\$ -
K9XO9X	9.24	Extended life anti-freeze	1	\$ 126.00	\$ 126.00
UBXM1X	9.25	ENGINE MOUNTED HYDRAULIC PUMP PARKER F2-42/42		\$ 2,724.00	\$ -
UBXD1X	9.26	ENGINE MOUNTED HYDRAULIC PUMP PARKER F1-81		\$ 1,969.00	\$ -
UBXC1X	9.27	ENGINE MOUNTED HYDRAULIC PUMP PARKER F1-61		\$ 1,881.00	\$ -
T1XK1X	9.28	REAR ENGINE MOUNTED PTO WITH SPLINED SHAFT GROOVE FEMALE DIN 5462		\$ 349.00	\$ -
NCXD1X	9.29	VOLVO 12 V GEAR REDUCTION STARTER (MODEL 105P55)		\$ 92.00	\$ -
JWXE1X	9.30	HOOD MOUNTED AIR INTAKE WITH INSIDE/OUTSIDE AIR IN CAB CONTROL SNOW DOOR	1	\$ 173.00	\$ 173.00
T1XA1X	9.31	REAR ENGINE POWER TAKE OFF WITH FLANGE SAE 1410		\$ 540.00	\$ -
NCXA5X	9.32	Starter motor options **DELCO REMY 12 39MTHD STARTER		\$ 98.00	\$ -
H9XK1X	9.33	1240 SQ IN RADIATOR 2 ROW CORE	1	\$ 225.00	\$ 225.00

10.0 TRANSMISSION OPTIONS:

(After the first Six listed options, list manual and automatic transmission options. List make and model, # of speeds, type of shifting and whether or not transmission includes PTO gear(s) or not). Example: Allison 3000 HS, 5 speed, push button, no PTO.

NA	10.1	2 plate 14" ceramic clutch option for manual transmission		No Bid	
250090	10.2	2 plate 15½" ceramic clutch option for manual transmission		No Bid	
RBXA1A	10.3	External grease fitting for throw out bearing		\$ 103.00	\$ -
NA	10.4	Adjustment free option for 2 plate clutches		STD	
NA	10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	\$ 145.00	\$ 145.00
Loc002	10.6	Stainless Steel Transmission cooler lines	1	\$ 1,950.00	\$ 1,950.00
NA	10.7	Synthetic lubrication for Manual Transmission		STD	

******* VOLVO AUTOMATED MANUAL TRANSMISSIONS**

270707	10.8	VOLVO I-SHIFT FOR SEVERE DUTY, AT2612F DIRECT DRIVE, 12 SPEED		\$ 2,344.00	\$ -
270708	110.9	VOLVO I-SHIFT FOR SEVERE DUTY, ATO2612F, 12 SPEED		\$ 2,344.00	\$ -
270711	10.10	VOLVO I-SHIFT WITH CRAWLER, ATO2612F, 13 SPEED		\$ 4,566.00	\$ -
270714	10.11	VOLVO I-SHIFT WITH ULTRA-LOW CRAWLER, ATO2612F, 14 SPEED		\$ 4,566.00	\$ -

******* MANUAL TRANSMISSIONS**

270721	10.12	EATON FULLER ADVANTAGE FAO15810C, 10 SPEED		\$ 989.00	\$ -
270722	10.13	EATON FULLER ADVANTAGE FAO16810C, 10 SPEED		\$ 1,103.00	\$ -
270733	10.17	EATON FULLER FRO-15210C, 10 SPEED		\$ (257.00)	\$ -
270734	10.18	EATON FULLER FRO-16210C, 10 SPEED		\$ 561.00	\$ -
270735	10.19	EATON FULLER FRO-17210C, 10 SPEED		\$ 899.00	\$ -
270737	10.21	EATON FULLER RTO-14908LL, 10 SPEED		\$ 1,262.00	\$ -
270738	10.22	EATON FULLER RTO-16908LL, 10 SPEED		\$ 1,358.00	\$ -
270739	10.23	EATON FULLER RTO-14909ALL, 11 SPEED		\$ 1,826.00	\$ -
270740	10.24	EATON FULLER RTO-16909ALL, 11 SPEED		\$ 1,928.00	\$ -
270743	10.25	EATON FULLER RTLO-16913A, 13 SPEED		\$ 1,239.00	\$ -
270744	10.26	EATON FULLER RTLO-18913A, 13 SPEED		\$ 1,755.00	\$ -
270747	10.27	EATON FULLER RTLO-16918B, 18 SPEED		\$ 1,826.00	\$ -
270748	10.28	EATON FULLER RTLO-18918B, 18 SPEED		\$ 1,826.00	\$ -

******* FULLY AUTOMATIC TRANSMISSIONS**

270762	10.29	ALLISON 3000 RDS SERIES 5 SPEED WITH PTO PROVISION - SCAAN REQUIRED BEFORE ORDERING		\$3,113.00	\$ -
270765	10.30	ALLISON 4000 RDS SERIES 6 SPEED WITH PTO PROVISION - SCAAN REQUIRED BEFORE ORDERING		\$7,410.00	\$ -
270768	10.31	ALLISON 4500 RDS SERIES 5 SPEED WITH PTO PROVISION - SCAAN REQUIRED BEFORE ORDERING		\$7,586.00	\$ -
270769	10.32	ALLISON 4500 RDS SERIES 6 SPEED WITH PTO PROVISION - SCAAN REQUIRED BEFORE ORDERING	1	\$ 8,086.00	\$ 8,086.00
TKXB1X	10.34	UPGRADE DRIVELINE ONE SIZE		\$ 107.00	\$ -
TKXC1X	10.35	UPGRADE DRIVELINE TWO SIZES		\$ 127.00	\$ -
T4XAKX	10.36	REAR TRANSMISSION PTO, SAE 1310 FLANGE LOW SPEED		\$ 2,513.00	\$ -
T4XDMX	10.37	REAR TRANSMISSION PTO, DIN-CONNECTION PUMP MEDIUM SPEED		\$ 2,108.00	\$ -
T4XF1X	10.38	REAR TRANS PTO, HEAVY DUTY, SAE 1350 / 1410 FLANGE HIGH SPEED		\$ 2,053.00	\$ -
T4XH1X	10.39	REAR DOUBLE TRANS PTO, HEAVY DUTY, (1) SAE 1350 / 1410 FLANGE HIGH SPEED + (1) DIN-CONNECTION PUMP HIGH SPEED		\$ 2,399.00	\$ -

T4XJ1X	10.40	REAR TRIPLE TRANS PTO, HEAVY DUTY, (1) SAE 1310 FLANGE LOW SPEED + (1) SAE 1350/1410 FLANGE HIGH SPEED + (1) DIN-CONN. PUMP HIGH SPEED		\$ 3,184.00	\$ -
T4XG1X	10.41	REAR DOUBLE TRANS PTO, HEAVY DUTY, (2) DIN-CONN. PUMPS HIGH SPEED		\$ 1,864.00	\$ -
T4XD5X	10.42	TRANSMISSION PTO PREP ELECTRIC / AIR SOLENOID		\$ 25.00	\$ -
RVXH5X	10.43	GEAR SHIFT LEVER, PREMIUM, I-Shift		\$ 25.00	\$ -
RVXH4X	10.44	GEAR SHIFT LEVER, DASH MOUNTED, PREMIUM, VOLVO I-SHIFT		\$ 145.00	\$ -
INTER	10.45	Local Change to Allison Programming - Performance Mode		\$ 1,450.00	\$ -

11.0 ELECTRICAL OPTIONS:

NA	11.1	Resettable circuit breaker electrical protection		No Bid	
NA	11.2	Automatic reset circuit breakers		No Bid	
NA	11.3	Solid state circuit protection		No Bid	
L1XB1X	11.4	Circuit box under hood or end of frame, each		No Bid	
NFXD1X	11.5	Battery disconnect off negative side	1	\$ 10.00	\$ 10.00
NZZD1X	11.6	Remote jump start terminals		\$ 345.00	\$ -
5RXA1X	11.7	Back up alarm (Preco Factory Model)	1	\$ 23.00	\$ 23.00
LSXG1X	11.8	OEM daytime running lights	1	STD	
NA	11.11	Battery box aft of cab		\$ 178.00	\$ -
NA	11.12	Grote 44710 flasher		No Bid	
NPXB1X	11.13	Signal Stat 935 turn signal per Spec 12.6	1	STD	
NZZACZ	11.14	Auxiliary customer access circuits	1	STD	
NJXAAX	11.15	Switch for snowplow lights mounted on instrumental panel. Includes wiring terminated near headlights, for customer mounted auxiliary snowplow lights.	1	\$ 78.00	\$ 78.00
NZZAAX	11.16	Power source terminal-2 stud type-mounted on firewall or inside cab with ground to frame rail and to starter, with 6 gauge wire.		\$ 76.00	\$ -
EAXABX	11.17	10-position switch panel mounted on instrument panel. Includes 10 lighted switches, ignition control; switches will control relays which will feed stud type junction block mounted inside cab.	1	\$ 663.00	\$ 663.00
NZZABZ	11.18	Vehicle speed sensor with speed signal at fuse panel for sander ground speed control system.	1	\$ 456.00	\$ 456.00

12.0 CAB EXTERIOR OPTIONS:

LZXD1X	12.2	Air horns, dual, round, with snow shields		\$ 165.00	\$ -
NA	12.3	Dual rectangular air horns	1	\$ 165.00	\$ 165.00
EDXB1X	12.4	Fender mirrors per Spec 12.4		\$ 68.00	\$ -
3GXB1X	12.5	Heated mirrors per Spec 12.5	1	\$ 99.00	\$ 99.00
NA	12.6	Remote control for R.H. mirror		No Bid	
3GXC1X	12.7	Remote control for dual mirrors	1	\$ 167.00	\$ 167.00
NA	12.8	Upcharge for cab extension or larger cab		No Bid	
NA	12.9	Severe duty aluminum cab option		No Bid	
9801S0	12.10	Dupont Highway orange paint or equal		\$ 249.00	\$ -
955043	12.11	Premium paint color option		\$ 138.00	\$ -
955040	12.12	Imron paint option		STD	
955041	12.13	Imron and clear coat paint option	1	\$ 152.00	\$ 152.00
9811C2	12.14	Top of hood painted flat black		\$ 467.00	\$ -
2DX30X	12.15	Cab Air Ride Suspension	1	STD	
28XC1X	12.16	Tilting hood per Spec 12.8	1	\$ 367.00	\$ 367.00
NA	12.17	Butterfly option on hood		\$ 378.00	\$ -

NA	12.18	Transverse hood opening w/setback axle		No Bid	
NA	12.19	Front fender mounted turn signals		No Bid	
4NXZ1X	12.20	Cab visor, external, painted to match cab color	1	\$ 185.00	\$ 185.00
65XA1X	12.21	Front fender extensions	1	\$ 85.00	\$ 85.00
NA	12.22	Front fender mud flaps	1	\$ 22.00	\$ 22.00
D2XB1X	12.23	Arctic winter wiper blades	1	\$ 17.00	\$ 17.00
NA	12.24	Optional windshield washer tank		No Bid	
20XB1X	12.25	Per truck charge for all trucks, key identical		\$ 25.00	\$ -
NA	12.26	RH observation prism window in door		No Bid	
NA	12.27	Spotlight LH, RH, or roof mounted each		No Bid	
4EXB1X	12.28	Front tow hooks		\$ 231.00	\$ -
6PXB1X	12.29	Rear tow hooks		\$ 85.00	\$ -
3FX49X	12.30	BLACK AERODYNAMIC EXTERIOR MIRRORS	1	\$ 146.00	\$ 146.00
EDXB7X	12.31	Heated fender mirrors	1	\$ 446.00	\$ 446.00
WTXA1X	12.32	HEATED WINDSHIELD	1	\$ 210.00	\$ 210.00

13.0 CAB INTERIOR OPTIONS:

540068	13.1	Medium grade interior trim package		\$ 110.00	\$ -
540070	13.2	Premium grade interior trim package	1	\$ 150.00	\$ 150.00
NA	13.3	Round universal gauge package	1	STD	
2XX30X	13.4	Power window, passenger side		\$ 81.00	\$ -
2XX35X	13.5	Power window/both passenger and driver window	1	\$ 150.00	\$ 150.00
MC	13.6	O.E.M factory installed, AM/FM	1	STD	
NA	13.7	O.E.M factory installed, air conditioning **STANDARD	1	STD	
NA	13.8	Cab mounted non-resettable hour meter **STANDARD	1	STD	
571018	13.9	Dash mounted air cleaner air restriction gauge	1	\$ 78.00	\$ 78.00
CCXB1X	13.10	Transmission temp gauges	1	\$ 79.00	\$ 79.00
NA	13.11	Windshield defroster fan w/switch dash mounted		STD	
NA	13.12	Between seats mounted console		\$ 16.00	\$ -
NA	13.13	Transmission oil sensor (check & fill)	1	STD	
5JXA1X	13.14	CB hot jacks dash mounted		\$ 26.00	\$ -
2WXA1X	13.15	Tilt & telescope steering wheel	1	\$ 190.00	\$ 190.00
2WZZ1X	13.16	Tilt steering wheel	1	STD	
2WXA1X	13.17	SRS DRIVER SIDE AIR BAG IN STEERING WHEEL	1	\$ 138.00	\$ 138.00
WPXA1X	13.18	TRACTION CONTROL ADDED TO ABS	1	\$ 138.00	\$ 138.00
	13.19	Self canceling turn signals	1	STD	

List seating options for driver and passenger seats. Use as many options as you need to offer seat variations customers have been buying.

*******INTERIOR TRIM LEVELS**

540066	13.22	X1 WREN VINYL TRIM PACKAGE		STD	
540068	13.23	X2 Raven Cloth TRIM PACKAGE		\$120.00	\$ -
540067	13.24	X3 WREN CLOTH WITH MIGRATION PATTERN		\$120.00	\$ -
540070	13.25	X4 RAVEN MORDURA CLOTH	1	\$195.00	\$ 195.00
540069	13.26	X5 WREN VINYL / WREN CLOTH		\$ 195.00	\$ -
540072	13.27	X7 WREN LEATHER		\$345.00	\$ -
540071	13.28	X6 WREN LEATHER / WREN CLOTH WITH ORANGE ACCENT		\$195.00	\$ -
		SEAT MANUFACTURER			\$ -

35XD1X	13.29	NATIONAL SEAT	1	STD		
35XB1X	13.30	BOSTROM SEAT		\$ 50.00	\$	-
35XH1X	13.31	SEARS SEAT		\$ 55.00	\$	-
	13.32	DRIVER SEAT TYPE			\$	-
3YXF2X	13.33	AIR SUSPENSION HIGH BACK		\$ 35.00	\$	-
3YXG8X	13.34	COMFORT AIR SUSPENSION HIGH BACK		\$ 69.00	\$	-
3YXG9X	13.35	COMFORT AIR SUSPENSION HIGH BACK, HEATED	1	\$ 112.00	\$	112.00
3YXJ1X	13.36	COMFORT AIR SUSPENSION HIGH BACK WITH BACK CYCLER	1	\$ 25.00	\$	25.00
		PASSENGER SEAT TYPE			\$	-
32X40X	13.38	STATIONARY SEAT WITH TOOL BOX	1	\$ 375.00	\$	375.00
32XF3X	13.39	AIR SUSPENSION HIGH BACK		\$ 148.00	\$	-
32XG8X	13.40	COMFORT AIR SUSPENSION HIGH BACK		\$ 214.00	\$	-
32XG9X	13.41	COMFORT AIR SUSPENSION HIGH BACK, HEATED		\$ 228.00	\$	-
32XJ1X	13.42	COMFORT AIR SUSPENSION HIGH BACK WITH BACK CYCLER		\$ 368.00	\$	-
32X99X	13.42	NO PASSENGER SEAT PROVIDED		\$ (58.00)	\$	-
		SEAT ARMREST			\$	-
3PXZ1X	13.43	NO SEAT ARMREST PROVIDED		\$ (5.00)	\$	-
3PXA1X	13.43	INBOARD DRIVER SEAT ARMREST		\$ 19.00	\$	-
3PXA5X	13.43	INBOARD / OUTBOARD DRIVER SEAT ARMREST	1	\$ 38.00	\$	38.00
3PXC1X	13.43	INBOARD DRIVER AND PASS SEAT ARMREST		\$ 38.00	\$	-
3PXC5X	13.43	INBOARD / OUTBOARD DRIVER AND PASSENGER SEAT ARMREST		\$ 76.00	\$	-
		SAFETY BELT LENGTH			\$	-
K7AA1X	13.44	STANDARD SAFETY BELT LENGTH	1	STD		
K7AC1X	13.45	EXTENDED SAFETY BELT LENGTH		\$ 50.00	\$	-
		SAFETY BELT DRIVER SEAT			\$	-
OUXA1X	13.46	SAFETY BELT DRIVER SEAT, BLACK	1	STD		
OUXC1X	13.47	SAFETY BELT DRIVER SEAT, ORANGE		\$ 8.00	\$	-
OUXD1X	13.48	SAFETY BELT DRIVER SEAT, LIME GREEN		\$ 10.00	\$	-
		SAFETY BELT PASSENGER SEAT			\$	-
OXXA1X	13.49	SAFETY BELT PASSENGER SEAT, BLACK	1	STD		
OXXA2X	13.50	SAFETY BELT PASSENGER SEAT, ORANGE		\$ 8.00		
OXXA7X	13.51	SAFETY BELT PASSENGER SEAT, LIME GREEN		\$ 10.00		

14.0 MN/DOT OPTIONS:

	14.1	Additional warranty coverage per spec 12.9				
M510Z1	14.2	Engine Plan 2 60 months 250,000 miles	1	\$ 2,910.00		
M51131	14.3	Engine Plan 2 72 months 250,000 miles		\$ 4,690.00	\$	-
M51141	14.4	Engine Plan 2 84 months 250,000 miles		\$ 6,270.00	\$	-
M511B1	14.5	Engine Plan 2 60 months 250,000 miles - HP over 460 horses		\$ 4,308.00	\$	-
M511F1	14.6	Engine Plan 2 72 months 250,000 miles - HP over 460 horses		\$ 6,961.00	\$	-
511G1	14.7	Engine Plan 2 84 months 250,000 miles - HP over 460 horses		\$ 9,414.00	\$	-
M53083	14.8	Engine after-treatment systems (EATS) 60 months 250,000 miles	1	\$ 942.00		
M530Y3	14.9	Engine after-treatment systems (EATS) 72 months 250,000 miles		\$ 1,708.00	\$	-
M531O3	14.10	Engine after-treatment systems (EATS) 84 months 250,000 miles		\$ 2,274.00	\$	-
M53083	14.11	Engine after-treatment systems (EATS) 60 months 250,000 miles - HP over 460 horses		\$ 1,566.00	\$	-

M530Y3	14.12	Engine after-treatment systems (EATS) 72 months 250,000 miles - HP over 460 horses		\$ 2,087.00	\$ -
M531O3	14.13	Engine after-treatment systems (EATS) 84 months 250,000 miles - HP over 460 horses		\$ 2,408.00	\$ -
M54174	14.14	iShift HD Transmission 48 months 500,000 miles		\$ 2,166.00	\$ -
M54184	14.15	iShift HD Transmission 60 months 500,000 miles		\$ 3,216.00	\$ -
N/A	14.15	Allison 60 month unlimited mileage Extended Warranty		\$ 1,312.00	\$ -
M560A6	14.16	HVAC (Air Conditioning) 60 months		\$ 840.00	\$ -
M59089	14.17	Starter 60 months 300,000 miles		\$ 282.00	\$ -
M60080	14.18	Alternator 60 months 300,000 miles		\$ 324.00	\$ -
M61071	14.19	Starter & Alternator 60 months 300,000 miles		\$ 438.00	\$ -
	14.20	Prebuild specification meeting (per person) to be held in St. Paul/Minneapolis area.		\$ 1.00	\$ -
	14.21	Pilot inspection meeting (per person).		\$ 2,250.00	\$ -

TRAILER TOW OPTIONS:

MC	15.1	Trailer tow package extended to rear of frame	1	\$ 636.00	\$ 636.00
MC	15.2	Trailer package extend to rear of frame per Spec 12.12		\$ 947.00	\$ -

MANUALS / INTEREST FEE:

	16.0	Percent interest per month (non-compounding) on unpaid cab & chassis balance. Applies only to CPV Members. (Payable after trade-in is delivered to vendor). Percentage/per month.			\$ -
	16.1	SEE Exhibit C : Specifications re interest to State agencies.			
	16.2	Premium Tech Tool		\$ 4,000.00	\$ -

Delivery Charges:

	17.0	Price per loaded mile Starting Point			
	17.1	Roseville		\$ 2.50	\$ -

Maintenance/ Body Shop Labor rates

	18.0	Rate for Initial Inspection/Diagnostic		\$ 195.00	\$ -
	18.1	Rate for Mechanical Work		\$ 195.00	\$ -
	18.2	Rate for Body Work		\$ 195.00	\$ -

Quantity Discounts:

	19.0	Enter the number of units that must be purchased and the corresponding discount offered to the purchaser. More than one quantity discount may be entered.			\$ -
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Next Model Year Upcharges

	20.0	Enter the following Production Model Year here >>>>>>>>		2026	
	20.1	Percentage Upcharge for the following Model Year Base Unit	1	3.00%	\$ 3,471.78
	20.2	Percentage Upcharge for the following Model Year Options	1	3.00%	\$ 1,016.04
	20.3	Tariff Impact Surcharge	1	\$ 3,500.00	\$ 3,500.00
		Enter the following Production Model Year here >>>>>>>>		2027	
	20.4	Percentage Upcharge for the following Model Year Base Unit	1	2.00%	\$ 2,314.52
	20.5	Percentage Upcharge for the following Model Year Options	1	2.00%	\$ 677.36

Total \$ 160,573.70

CITY OF EAST BETHEL POSITION DESCRIPTION

Job Description Title: Senior City Planner	FLSA Status: Non-Exempt /Confidential /Non-Union
Department/Division: Community Development Department	Position Status: Regular Full-Time
Accountable To: City Administrator	Salary Grade: Grade 9
Prepared By: City Administrator	Revision Date: November 5, 2025

Position Summary:

Under the supervision of the City Administrator, the Senior City Planner position provides planning and zoning duties, assists with subdivision ordinance administration, reviews land use applications and assists with code enforcement duties.

Essential Duties and Responsibilities:

- Interprets and applies applicable local codes and ordinances.
- Provides public assistance to residents regarding zoning questions.
- Accepts, processes, and maintains land use applications for conditional and interim use permits, variances, plats, parcel divisions, site plan reviews, wetland use and re-zonings.
- Conducts review and administers various development applications including but not limited to interim use permits, conditional use permits, and variances requests.
- Assists with the administration of all parts of the Subdivision Ordinance, site plan review, preliminary plats, final plats, and other Ordinance related land development matters.
- Oversee the scheduling of all Planning related public hearings, including the preparation of notices and staff documentation.
- Recommends updates to the Zoning Map as necessary.
- Assists in the reviews and preparation of the City’s Codes and Ordinances.
- Provides customer service to the general public including telephone, email, and front counter assistance with land use applications and related requirements, GIS information, parcel information, zoning, complaints, building information and other general information.
- Maintain department files in accordance with applicable state, federal or local laws/ordinances and records retention schedule.
- Maintains land use application, development and address file system and database for IUP renewal schedules.
- Assists in the preparation of agendas for and attends Planning Commission meetings as required.
- Initiates actions necessary to correct deficiencies or violations of regulations.
- Responsible for responding to complaints and city code violations and code compliance letters and records.
- Responsible for providing all documentation for code compliance cases to the City Attorney’s office.
- Assists the building department with onsite inspections of code violations.
- Assists at front counter as needed.
- Provide backup administrative services to the Building Department as needed.
- Performs other duties as assigned or directed that relate to the Department or other City functions.

Knowledge, Skills and Abilities

- Basic knowledge of planning principles and practices
- Knowledge of principles, methodology, practices of research and data collection.
- Must have technical writing skills as required to address the requirements of the job description.
- Ability to operate office equipment including PC's and appropriate software.
- Ability to deal tactfully with the public, city staff and outside agencies.
- Knowledge of general office procedures including but not limited answering and directing phone calls, taking messages, filing, etc.
- Ability to communicate effectively, in English, both verbally and in writing. Ability to compose a variety of documents using correct grammar, punctuation, and spelling.
- Ability to coordinate inspections schedules for multiple inspectors.
- Ability to work with limited supervision and work direction.
- Ability to function in a fast paced environment and perform tasks within deadlines.
- Ability to efficiently organize tasks and meet deadlines.
- Ability to establish and maintain effective working relationships with supervisors, co-workers and the general public.

Minimum Qualifications:

- Bachelor's degree in land use planning, urban planning, or related field or a minimum five years equivalent experience in a building or planning department.
- AICP Planning Certificate
- Ability to work some evenings and flexible hours as required.
- Ability to utilize Microsoft Office products.
- Ability to utilize GIS and PermitWorks software.
- Ability to communicate clearly, effectively and efficiently in both verbal and written formats.
- Ability to multi task and work in a fast-paced environment.
- High proficiency in computer skills.
- Valid driver's license.

These job responsibilities are examples of various types of work performed and are not necessarily all-inclusive.

Approved by:

City Administrator

Date

**CITY OF EAST BETHEL
COUNTY OF ANOKA
STATE OF MINNESOTA**

RESOLUTION NO. 2025-61

A RESOLUTION **APPROVING** THE RENAMING OF 198TH STREET NE TO 198TH AVENUE NE WITHIN THE PLAT OF HIDDEN PRAIRIE

WHEREAS, the Final Plat of Hidden Prairie was approved by the City Council on June 9, 2025; and

WHEREAS, the Final Plat of Hidden Prairie was recorded with an east-west city street named 198th Street NE; and

WHEREAS, east-west streets in Anoka County, in accordance with the County grid system for street names, are to be given the designation of Avenue or Lane; and

WHEREAS, the City has been directed by the Anoka County Surveyor's Office to consider renaming the street to align with the County grid system street naming conventions; and

WHEREAS, the street name change will provide consistency with the County's street naming conventions and eliminate confusion for essential services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the name of 198th Street NE within the plat of Hidden Prairie shall be changed to 198th Avenue NE.

Adopted this 10th day of November, 2025 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

ATTEST

Ardie Anderson, Mayor

Matt Look, City Administrator



City of East Bethel
2241 221st Ave NE
East Bethel, MN 55011

To whom it may concern,

This letter is to formally notify you that Modern Concrete Coatings and Polytek Surface Coatings, two concrete coating businesses under the same ownership, are being consolidated into one company. I am an owner of both Modern and Polytek, and this transition represents a simple streamlining of operations rather than a change in ownership or services.

As part of this consolidation, all workload, staff, and resources from Modern are being transferred to Polytek's location. This move allows us to better serve our clients by centralizing operations, increasing efficiency, and maintaining the same high standard of workmanship and customer service you have come to expect.

Please note that this change will not impact the scope, quality, or completion of your project. Our team remains the same, and your point of contact will continue to be available through Polytek.

We appreciate your understanding and look forward to continuing to work with you under the Polytek name.

Best,

A handwritten signature in black ink, appearing to read 'Chase Straight', written in a cursive style.

Chase Straight
Owner/CEO
952-236-9837
chase@polytekteam.com

MODERN
CONCRETE
COATINGS

October 13th, 2025

To:

City of East Bethel
2241 221st Ave NE
East Bethel, MN 55011

From:

Modern Concrete Coatings
4095 Blackhawk Rd
Eagan, MN 55122

Subject: Assignment of Contract and Hold-Harmless Release

This letter serves as written confirmation that Modern Concrete Coatings (MCC), the original awardee of the contract with the City of East Bethel, hereby **assigns all rights, obligations, and responsibilities under the contract** to Polytek Surface Coatings (Polytek).

MCC affirms that:

1. **MCC is legally authorized** to assign the contract to Polytek.
2. The assignment is made with the full knowledge and consent of MCC's authorized officers.
3. This assignment is effective as of October 13th, 2025..

Furthermore, MCC hereby agrees to **indemnify, defend, and hold harmless the City of East Bethel**, its officers, agents, and employees, from any and all claims, damages, liabilities, costs, or expenses (including attorney's fees) arising out of or related to:

- The original contract award to MCC,
- The assignment of the contract to Polytek, and
- Any action or inaction by MCC prior to the effective date of the assignment.

This release is provided to ensure the City of East Bethel is held free from any potential liability associated with the contractual change. Should you require any additional documentation or further clarification, please do not hesitate to contact us.

Sincerely,



Lee Spangrud
Co-Owner of Modern Concrete Coatings
lee@mordermcc.co



Chase Straight
Co-Owner of Modern Concrete Coatings
chase@polytekteam.com

Prepared for:

East Bethel
Attn: Jeff Cielocha
2375 221st Ave NE
East Bethel, MN 55011
jeff.cielocha@ci.east-bethel.mn.us
(612) 685-1784

October 7, 2025

No. 2827

Modern Concrete Coatings | Nick Jacobs
4095 Blackhawk Rd, Eagan, Minnesota 55122
P: (320) 292-6545 | nick@moderncc.co
www.modernconcreteteatings.com

Station #1 -- 251 Viking Blvd NE

Scope of Work

Total

PROJECT CANCELLATION

Item: PROJECT CANCELLATION
Quantity: 1
Additional Properties:
1. Color: TBD
2. Texture: No Texture

This contract through Modern Concrete Coatings is CANCELLED effective immediately due to MCC being absorbed by Polytek Surface Coatings. Project "Station #1" transferred to Polytek Surface Coatings effective immediately (10/7/2025).

General Commercial Space \$31,937.50 Item: Measurement: 5110 (sq. ft.)
Additional Properties: 1. Color: TBD 2. Texture: Shark Bite (Normal Texture)
General Commercial Repairs \$10,220.00
Addons: 1. 1 Removal (1)(s) Measurement: 5110 (sq. ft.)
Indoor/Commercial Ad-Ons \$5,110.00 Item: Indoor/Commercial Ad-Ons
Quantity: 1 Addons: 1. 1 2nd Topcoat(s) Measurement: 5110 (sq. ft.)

Grand Total:

\$0.00

THIS CONTRACT VOID AS OF 10/7/2025

X

Jeff Cielocha

X

Company Authorized Signature

X

Chase Straight - Co-Owner of MCC/Polytek



ESTIMATE

Prepared for:

East Bethel
 Attn: Jeff Cielocha
 2375 221st Ave NE
 East Bethel, MN 55011
 jeff.cielocha@ci.east-bethel.mn.us
 (612) 685-1784

October 7, 2025**No. 2824**

Modern Concrete Coatings | Nick Jacobs
 4095 Blackhawk Rd, Eagan, Minnesota 55122
 P: (320) 292-6545 | nick@moderncc.co
 www.modernconcretecoatings.com

Station #1 Side Rooms and Hallway Areas -- 251 Viking Blvd NE

Scope of Work**Total****PROJECT CANCELLATION**

Item: PROJECT CANCELLATION
 Quantity: 1
 Additional Properties:
 1. Color: TBD
 2. Texture: No Texture

This contract through Modern Concrete Coatings is CANCELLED effective immediately due to MCC being absorbed by Polytek Surface Coatings. Project "Station #1 Side Rooms and Hallway Areas" transferred to Polytek Surface Coatings effective immediately (10/7/2025).

General Commercial Space \$10,361.25
 Measurement: 1535 (sq. ft.) Additional Properties: 1. Color: TBD 2. Texture: Shark Bite (Normal Texture)
 General Commercial Repairs \$1,926.00
 Item: General Commercial Repairs Quantity: 1 Addons: 1. 1 Removal (1)(s) Measurement: 963 (sq. ft.)
 Indoor/Commercial Ad-Ons \$2,415.00
 Item: Indoor/Commercial Ad-Ons Quantity: 1 Addons: 1. 1 Verticals: 0-6 inch(s) Measurement: 345 (ln. ft.) 2. 1 2nd Topcoat(s) Measurement: 1535 (sq. ft.)

Grand Total:**\$0.00**

THIS CONTRACT VOID AS OF 10/7/2025

X

Jeff Cielocha

X

Company Authorized Signature

X

Chase Straight - Co-Owner of MCC/Polytek

Prepared for: East Bethel Attn: Jeff Cielocha 2375 221st Ave NE East Bethel, MN 55011 jeff.cielocha@ci.east-bethel.mn.us (612) 685-1784	October 7, 2025	No. 2826
Modern Concrete Coatings Nick Jacobs 4095 Blackhawk Rd, Eagan, Minnesota 55122 P: (320) 292-6545 nick@moderncc.co www.modernconcreteteatings.com		

Station #2

Scope of Work	Total
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PROJECT CANCELLATION

Item: PROJECT CANCELLATION
 Quantity: 1
 Additional Properties:
 1. Color: TBD
 2. Texture: No Texture

This contract through Modern Concrete Coatings is CANCELLED effective immediately due to MCC being absorbed by Polytek Surface Coatings. Project "Station #2" transferred to Polytek Surface Coatings effective immediately (10/7/2025).

General Commercial Space \$15,250.00 Item: Measurement: 2440 (sq. ft.) Additional Properties: 1. Color: TBD 2. Texture: Shark Bite (Normal Texture)
 Indoor/Commercial Ad-Ons \$2,440.00 Item: Indoor/Commercial Ad-Ons Quantity: 1 Addons: 1. 1 2nd Topcoat(s) Measurement: 2440 (sq. ft.)
 Joint Fill \$360.00 Item: Joint Fill Quantity: 1 Measurement: 180 (ln. ft.)

Grand Total:	\$0.00
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THIS CONTRACT VOID AS OF 10/7/2025

X _____
 Jeff Cielocha

X _____
 Company Authorized Signature

X _____
 Chase Straight - Co-Owner of MCC/Polytek

Prepared for:

East Bethel
Attn: Jeff Cielocha
2375 221st Ave NE
East Bethel, MN 55011
jeff.cielocha@ci.east-bethel.mn.us
(612) 685-1784

October 7, 2025

No. 2825

Modern Concrete Coatings | Nick Jacobs
4095 Blackhawk Rd, Eagan, Minnesota 55122
P: (320) 292-6545 | nick@moderncc.co
www.modernconcreteteatings.com

Station #3 -- 342 Forest Rd

Scope of Work

Total

PROJECT CANCELLATION

Item: PROJECT CANCELLATION
Quantity: 1
Additional Properties:
1. Color: TBD
2. Texture: No Texture

This contract through Modern Concrete Coatings is CANCELLED effective immediately due to MCC being absorbed by Polytek Surface Coatings. Project "Station #3" transferred to Polytek Surface Coatings effective immediately (10/7/2025).

General Commercial Space \$4,350.00 Item: Measurement: 600 (sq. ft.)
Additional Properties: 1. Color: TBD 2. Texture: Shark Bite (Normal Texture)

Indoor/Commercial Ad-Ons \$600.00 Item: Indoor/Commercial Ad-Ons
Quantity: 1 Addons: 1. 1 2nd Topcoat(s) Measurement: 600 (sq. ft.) Joint Fill \$240.00 Item: Joint Fill Quantity: 1 Measurement: 120 (ln. ft.)

Grand Total:

\$0.00

X

Jeff Cielocha

X

Company Authorized Signature

X

Chase Straight - Co-Owner of MCC/Polytek



October 22nd, 2025

To:

City of East Bethel
2241 221st Ave NE
East Bethel, MN 55011

From:

Polytek Surface Coatings
16530 Pebblebrook Ct
Prior Lake, MN 55372

RE: Assignment and Indemnification Regarding Contract with City of East Bethel

To: City of East Bethel

Polytek (“Assignee”), in connection with the assignment to it of the contract originally awarded to Modern Concrete Coatings (“MCC”) by the City of East Bethel (“City”), hereby agrees as follows:

1. **Acknowledgment of Assignment:** Assignee acknowledges and affirms that MCC has lawfully assigned its rights, responsibilities, and obligations under the contract with the City to Polytek, and that Polytek has accepted such assignment and assumes full responsibility under the contract.
2. **Indemnification and Hold Harmless:** Assignee agrees to indemnify, defend, and hold harmless the City of East Bethel and its officers, employees, and representatives from and against any and all claims, demands, damages, liabilities, losses, lawsuits, or actions (including reasonable attorney’s fees and costs) arising from or relating to:
 - o Any disputes or claims by MCC or any of its shareholders, members, managers, officers, lenders, vendors, suppliers, or other stakeholders concerning the assignment of the contract or the performance of obligations thereunder.
 - o Any allegations that the assignment is invalid, improper, or breaches any duties owed by MCC or its stakeholders.
3. **Effectiveness:** This indemnification shall survive the completion of the contract and/or any termination of the assignment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chase Straight', is written over a light blue horizontal line.

Chase Straight
Owner of Polytek Surface Coatings
Co-Owner of Modern Concrete Coatings
chase@polytekteam.com

LIFETIME COMMERCIAL WARRANTY

To receive the benefits of this Lifetime Commercial Warranty (this **“Warranty”**), you must, no later than thirty (30) days after the Installation Date, complete and submit a warranty registration form at <https://form.jotform.com/210206985154151>. Such registration is a condition precedent to coverage under this Warranty, and the failure to do so will cause the loss of such benefits, but not the exclusions and limitations in this Warranty.

1. The Lifetime Coverage Period: Subject to the terms and conditions of this Warranty, Penntek Industrial Coatings, LLC (**“Penntek”**) warrants to the Owner(s) of the industrial or commercial premises where a Penntek Coating System (the **“Penntek System”**) is installed (the **“Location”**) that, beginning on the date of completion of such installation (the **“Installation Date”**) and continuing until the sooner to occur of (a) the life of the period after the Installation Date and before any ownership interest(s) in the Location is or are transferred other than as expressly permitted by this Warranty or (b) the end of:

- The lifetime of the Owner(s) (the **“Lifetime Coverage Period”**), the Penntek Polyaspartic Topcoats (individually and collectively, the **“Penntek Topcoats”**), if and as used as part of in the Penntek System, will not discolor due to ultraviolet (UV) exposure from the sun, except for typical changes, oxidation or weathering of the Penntek Topcoats due to the passage of time under normal atmospheric conditions and
- The five (5) year period from the Installation Date (the **“General Coverage Period”**), the Penntek System will be free from defects that result in peeling, blistering, chipping or other forms of delamination beyond normal wear and tear (collectively, **“Delamination Damage”**).

2. Parameters: During the Lifetime Coverage Period and the General Coverage Period (as relevant, individually, the **“Applicable Coverage Period”**), this Warranty covers the Penntek Topcoats and the Penntek System when installed and is subject to the exclusions and limitations described in this Warranty, including without limitation, that, except as expressly provided herein, this Warranty cannot be transferred or assigned.

3. Certain Definitions: As used in this Warranty: (a) the **“Owner(s)”** (i) means or refers to the owner(s) in fee simple of the Location on the Installation Date, unless the entire ownership of the Location is transferred no later than twelve (12) months after the Installation Date, then the first immediately subsequent owner(s) in fee simple of the Location become(s) the Owner(s) and (ii) may consist of (A) one natural person, (B) more than one natural person, (C) a combination of one or more natural persons and one or more corporations, limited liability companies, partnerships, trusts or anything else so designated by Penntek (in the singular, **“entity”** and in the plural, **“entities”**) or (D) one or more entities; (b) the **“lifetime of the Owner(s)”** means with respect to the situation described in: (i) Section 3(a)(ii)(A) of this Warranty, the lifetime of that natural person; (ii) Section 3(a)(ii)(B) hereof, the earliest lifetime of a natural person who has an ownership interest in the Location or (iii) Sections 3(a)(ii)(C) or 3(a)(ii)(D) hereof, the sooner to occur of (A) the dissolution (or substantive equivalent as determined by Penntek) of the entity or any entity included as the Owner(s) or (2) the earliest lifetime of a natural person who has a direct or indirect ownership interest in the Owner(s) or is a direct or indirect beneficiary of a trust that is one of the Owner(s); and (c) **“Penntek Coating System”** or the **“System”** means the combination of chemical and other components (which may include without limitation concrete preparation and repair products, basecoat, chips and topcoats) expressly specified, authorized or approved in writing by or sourced from Penntek (and approved by Penntek for such application) (individually and collectively, **“Authorized Components”**) (i) as installed or used in such installation at the Location by a dealer expressly authorized by Penntek for such purpose (**“Authorized Installing Penntek Dealer”** or **“Authorized Penntek Installer”**) or (ii), in the case of maintenance only, as performed by an Authorized Installing Penntek Dealer or any other(s), provided that such installation or maintenance conforms to the instructions or direction expressly provided or expressly authorized by Penntek (as well as other good preparation, installation and maintenance practices).

4. Exclusions: Each of the following is expressly excluded from this Warranty:

- Damage (including without limitation Delamination Damage) caused by or resulting from in whole or in part any or all of the following: (a) physical abuse to or misuse of the Penntek System (such as, but not limited to, (i) excessive weight or wear for typical industrial or commercial use or (ii) dragging or dropping one or more heavy objects); (b) accidents, fire or acts of God (including without limitation floods, tornadoes, hurricanes, earthquakes or other weather-related events) causing such things as, but not limited to, discoloration, staining, fading, excessive wear, scratching, marring, dents, gouges, tears, scuffs, cuts or similar results; (c) atypical industrial or commercial use (such as, but not limited to, application in excessive moisture environments (including without limitation underwater or standing water)); (d) cracks; (e) modifications or alterations of either chemical or physical characteristics (including, but not limited to, substituting one or more components not expressly approved in writing by or not sourced from Penntek (and approved by Penntek for such application) (individually and collectively, **“Unauthorized Components”**) for any or all Authorized Components or mixing Unauthorized Components with Authorized Components); (f) exposure to corrosive materials (including but not limited to brake fluid and battery acid); (g) repair or service of the Penntek System not performed by an Authorized Penntek Installer; (h) temperature extremes (including without limitation heat beyond original intended use); or (i) shifting or settling of the surface receiving the basecoat (**“substrate”**), base, subbase, subgrade or foundation;



- Damage caused by (a) alkali, hydrostatic pressure, efflorescence, mold, mildew or excessive moisture in concrete or its base, subbase or subgrade or (b) defective or compromised concrete or its base, subbase or subgrade or other deterioration thereof (including without limitation exposed concrete reinforcement causing rust);
- Discoloration, fading, staining or other adverse effects caused by, but not limited to, dyes, inks, contact with synthetic or rubber products (such as, but not limited to (a) soft tires, (b) tire shine, scuffs or burnout or (c) floor mats that mark), rust (whether from vehicles or otherwise), misuse of maintenance products or use of maintenance products not expressly specified, authorized or approved in writing by or sourced from Penntek (and approved by Penntek for such application), other improper maintenance, contaminants, spills and tracked-in matter, including, but not limited to, asphalt, resins and driveway sealers;
- Defects caused by any or all improper (a) preparation product or coating choice, (b) substrate, base, subbase, subgrade or other surface choice or preparation and (c) installation or other application, including without limitation (i) the failure to install one or more coatings of appropriate type, depth or thickness (including, but limited to, the failure to install two (2) layers of the Penntek Topcoats) or (ii) the substrate not having any or all of the following: (A) a profile of twenty (20) to thirty (30) grit, (B) a neutral pH of seven (7) and (C) a moisture vapor transmission that exceeds five and one-half percent (5.5%) using Tramex CME 4 moisture meter tests (individually and collectively, such improper conduct is **"Installation Error"**);
- Differences in appearance between the Penntek System as (a) originally installed or as repaired and (b) the area(s) subsequently repaired; and
- Use of Penntek substrate preparation or substrate repair products without the more or less contemporaneous application of the other parts of the Penntek System.

4. **Exclusive Remedy:** For the Penntek Topcoats or the Penntek System determined by Penntek to be defective or to have failed under the conditions covered by this Warranty within the Applicable Coverage Period, Penntek will provide free of charge to an Authorized Penntek Installer designated by Penntek the Authorized Components sold by Penntek required to repair or replace the defective or failed part(s) of the Penntek System involved. Labor costs for such repair or replacement are not covered, unless (a) such defective or failed part(s) is or are subject to a recall ordered by Penntek and (b) Penntek determines that Installation Error played no part in such defect or failure. As determined by Penntek, such Authorized Components provided will be of (i) substantially equal or (ii) greater value and quality than what was used originally. The remedy described in this Warranty is the sole and exclusive remedy for claims under this Warranty.

5. **LIMITATIONS:** THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, EACH IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS. ANY WARRANTY THAT IS FOUND TO ARISE BY WAY OF FEDERAL OR STATE LAW IS LIMITED TO AND DOES NOT EXTEND BEYOND THE SCOPE AND DURATION OF COVERAGE AS SET FORTH IN THIS WARRANTY. EACH ACTION FOR BREACH OF WARRANTY MUST BE BROUGHT NO LATER THAN TEN (10) DAYS AFTER THE APPLICABLE COVERAGE PERIOD. IN NO CASE SHALL PENNTEK BE LIABLE FOR ANY OR ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES OF ANY KIND FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY. THIS WARRANTY DOES NOT COVER LOSS OF USE OF ANY OR ALL OF THE AREA WHERE THE PENNTEK SYSTEM WAS APPLIED. No agent, representative or employee of any or all of Penntek and each Authorized Penntek Installer has the authority to alter the terms and conditions of this Warranty.

6. **Warranty Claims:** In the event that you have a warranty claim, it must be made in writing within thirty (30) days after the basis for such claim has or reasonably should have been detected and no later than ten (10) days after the end of the Applicable Coverage Period. To make a claim, the Owner(s) must complete a warranty form by (a) online submission to Warranty@penntekcoatings.com or (b) paper copy sent to: Penntek Industrial Coatings, LLC, Attn: Warranty Department, 7580 Lakeville Blvd., Lakeville, MN 55044.

7. **Legal Remedies:** This Warranty, as well as any and all claims or causes of action arising out of or relating to this Warranty (regardless whether in contract or tort or by statute), shall be governed by and interpreted under the substantive and procedural laws of the State of Minnesota without regard to that state's conflicts of laws provisions, except that, to the extent otherwise applicable, the United Nations Convention for the International Sale of Goods does not apply. The written notice of claim and the repair or replacement remedy described in this Warranty must be made or completed prior to initiating any action to seek legal or equitable remedies for breach of this Warranty or any implied warranties. Any action for breach of this Warranty or any implied warranty must be commenced no later than ninety (90) days after the Applicable Coverage Period. Legal disputes relating to this Warranty or an alleged breach of any or all of this Warranty, implied warranties or representations by Penntek of any kind must be litigated at the trial level as a bench trial in state court in Apple Valley, Minnesota or federal court in Minneapolis, Minnesota, as the Owner(s) and Penntek hereby waive trial by jury. The right of the Owner(s) to participate as a class member or members in any class action lawsuit brought against Penntek regarding any alleged defect or performance failure regarding all or any part(s) of the Penntek System is expressly waived. Any authorization or performance of repairs, attempt to resolve a compliant or filing of a claim under this Warranty will not (a) constitute a waiver of Penntek's rights or (b) extend (i) the Applicable Coverage Period or (ii) when Owner(s) must commence an action to enforce any breach of warranty or other claim, unless prohibited by state law. The interpretation of this Warranty by Penntek will control.



8. Acceptance of Terms: By registration of this Warranty, other performance or the acceptance of performance under this Warranty, the Owner(s) accept the terms and conditions of this Warranty.

9. Modification: If, in the view of Penntek, applicable law contains or may contain any requirement(s) or other provision(s) that is or are contrary to, in conflict with or missing from any provision(s) or part(s) thereof in this Warranty (collectively, the "**Identified Provisions**"), Penntek, at any time, may elect by notice from Penntek to the Owner(s) (effective upon receipt thereof or as otherwise designated by Penntek therein) that such requirement(s) or provision(s) be deleted from, substituted for or added to the Identified Provisions to the minimum extent necessary in the opinion of Penntek to address the issue(s).

10. Information: The following is to be completed by the Authorized Penntek Installer on or about the Installation Date:

<p><u>Information regarding the Owner(s)</u></p> <p>Name(s): _____</p> <p>Installation Address: _____</p> <p>Customer Email Address: _____</p> <hr/> <p>Installation Date: _____ Area Coated: _____</p> <p>Color: _____</p> <p>Condition: _____ Air Temp.: _____</p> <p>Total Sq. Ft.: _____ Verticals: _____ Stairs: _____</p> <p>Mender A: _____ Base A: _____</p> <p>Top A: _____ Flake Lot: _____</p> <p>Mender B: _____ Base B: _____</p> <p>Top B: _____ Flake Lot: _____</p> <p>Additional Info:</p>	<p><u>Authorized Penntek Installer Information</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p>
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061423/127340346.4



ESTIMATE

Prepared for:
 East Bethel
 Attn: Jeff Cielocha
 2375 221st Ave NE
 East Bethel, MN 55011
 jeff.cielocha@i.east-bethel.mn.us
 (612) 685-1784

October 25, 2025 **No. 2809**

Polytek Surface Coatings | Nick Jacobs
 16530 Pebblebrook Ct, Prior Lake, MN 55372
 P: (952) 236-9837 | info@polytekteam.com
 polyteksurfacecoatings.com

Fire Station #1 -- 251 Viking Blvd NE

Scope of Work	Total
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General Commercial Space	\$31,937.50
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Item: General Commercial Space
 Quantity: 1
 Measurement: 5110 (sq. ft.)
 Additional Properties:
 1. Color: Smoke
 2. Texture: Shark Bite (Normal Texture)
 Notes:

Commercial Repairs	\$10,220.00
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Item: Commercial Repairs
 Quantity: 1

Addons:
 1. 1 Removal (1)(s)
 Measurement: 5110 (sq. ft.)

Indoor/Commercial Add-Ons	\$5,110.00
----------------------------------	-------------------

Item: Indoor/Commercial Add-Ons
 Quantity: 1

Addons:
 1. 1 2nd Topcoat(s)
 Measurement: 5110 (sq. ft.)

Scope of Work**Total****Joint Fill**

\$1,694.00

Item: Joint Fill

Quantity: 1

Measurement: 847 (linear foot)

No deposit is being supplied. Full balance due on the day of completion. Customer is subject to an additional fee or cancellation of project if belongings are not cleared out of the space prior to our installation crew's arrival.

If on the day of installation there is a high level of moisture found in your concrete/foundation (moisture levels are tested after profiling), there may be an additional charge for moisture mitigation treatment for your concrete or your installation will need to be rescheduled to a later day to allow for the concrete to dry out prior to coating, allowing for proper adhesion.

Subtotal: \$48,961.50**Discount:** \$4,726.75**Grand Total:** **\$44,234.75****Deposit:** \$22,117.37**Balance Due:** \$22,117.38

Coating Includes Penntek Limited Lifetime Warranty (Full Completed Warranty Will Be Issued Upon Final Payment). Client has 30 days after installation to submit warranty to Penntek.

Project May Be Completed in 2 Sections In Different Timelines At No Additional Cost.

Installation Process:

- Diamond Profile for Permanent Adhesion
- Diamond Profile Cracks and Imperfections to Prepare for Mender Application
- Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth
- Apply Pure Polyurea Base Coat
- Broadcast Generous Amounts of Acrylic Chip
- Remove Excess Media Broadcast by Scraping
- Apply Polyaspartic Top Coat
- Coating Texture
- Disclaimers: Verticals and stairs are not covered under the warranty, nor are they repaired in our process. Substrate failure is not covered in the warranty.
- Saw cuts are not filled
- We do not change the pitch or slope of concrete during our process

PLEASE NOTE, ANY SERVICES OR ITEMS NOT WRITTEN INTO THIS AGREEMENT WILL NOT BE INCLUDED OR PERFORMED.

Polytek Surface Coatings is to provide all permits and bonds. Remove all job-related debris. The process of installation requires the preparation of site and the supply and installation of products described above with all ancillary hardware. The Company shall not be responsible for the moving of any gas, electrical, wiring, plumbing, or telephone installations. You shall at your own cost, make suitable arrangements for such work prior to the time the Company begins work and shall acquire any permits necessary for the Company to perform the work provided herein. You agree to pay cash according to the terms shown below or, if your credit is approved, to sign a note whether or not provided by us for payment of the amount due. If you fail to pay according to the terms below and have not signed a note the entire unpaid amount becomes immediately due and you must pay a collection cost equal to our actual costs of collection, up to 15% of the total amount you owe plus attorney's fees and court costs. In addition, you understand that by failing to pay according to the terms below, the Company may have a claim against you which may be enforced against your property in accordance with the applicable lien laws. Unless otherwise specified it is understood that you are ready for this work to begin. If you refuse to permit the Company or their representatives to proceed with the work herein, or in the event of any other breach of this agreement, for any reason whatsoever, shall cause you to pay to the Company a sum of money equal to 75% (Seventy-Five Percent) of the price agreed to be paid, as fixed, liquidated and ascertained damages, and not as a penalty without further proof of loss or damage. For Credit Card Payments, balance due will automatically be charged upon completion. For checks or cash, Balance will be collected by crew foreman. This sale is subject to the provisions of the Home Solicitation Sales Act and the Home Improvement Act. This instrument is not negotiable. Buyer(s) hereby jointly and severally agrees to purchase the products and/or services of Polytek Surface Coatings ("Contractor") as listed herein and on the accompanying specification sheet(s), in accordance with the terms and conditions described on the front and reverse of this Agreement and on the front and reverse of the attached project Agreement(s) (collectively, "Agreement"). Buyer(s) hereby agrees to sign a completion certificate after Contractor has completed all work under this Agreement. Buyer(s) agrees and understands that this Agreement constitutes the entire understanding between the parties, and that there are no verbal understandings changing or modifying any of the terms of this Agreement. Buyer(s) hereby acknowledges that Buyer(s) 1) has read this Agreement, understands the terms of this Agreement, and has received a completed, signed, and dated copy of this Agreement on the date first written above and 2) was orally informed of Buyer's right to cancel this Agreement.

a. **Manufacturer's Warranty.** PennTek offers a limited lifetime warranty for residential and commercial projects. Manufacturer sets the terms and limitations of its warranty. Owner should contact the manufacturer with any questions its Manufacturer's Warranty. Contractor will assist Owner with validating the Manufacturer's Warranty after Project completion and upon full payment of the Final Balance.

b. **Contractor's Warranty.** Contractor warrants it will apply Concrete Coating provided by PennTek. Contractor shall complete the Project in a workmanlike manner according to local standard practices and in compliance with applicable federal, state and local laws and regulations. Contractor guarantees all workmanship against defects for a period of two (2) year(s) after Project completion. Contractor's liability is limited to the repair or replacement of defective work of which Contractor has received proper notice from Owner(s) within the warranty period. Contractor's Warranty is non-transferable and limited to the original Owner(s) to this Contract.

c. **Exclusions from Contractor's Warranty.** Contractor's Warranty excludes manufacturing defects, damage or defects caused by abuse, and modifications or alterations to the Work Area by anyone other than Contractor, improper or insufficient maintenance, including Owner's failure to ensure no person, animal, object or liquid comes into contact with the Work Area during the Drying Time, use for unintended purposes, and normal wear and tear during normal usage. Contractor's Warranty is limited to repair or replacement of the Concrete Coating and excludes any consequential damages for personal injuries. Contractor does not warrant the condition of the concrete floor to which the Concrete Coating is applied, including but not limited to, crumbling concrete or concrete that exhibits reduced integrity.

d. **Warranty Work.** If, within the Contractor's Warranty period set forth in Paragraph (b) above, Contractor's work is found to be not in conformance with the Contract, subject to the limitations set forth in Paragraphs a, b, c and e, Owner shall notify Contractor in writing within ten (10) business days. Contractor shall contact Owner within ten (10) business days of receiving the notice from Owner required under this Paragraph and arrange to inspect the Work Area. If Contractor agrees repair or replacement is necessary, Contractor will schedule a date and time to correct the nonconforming work, unless Owner previously accepted such condition, or the non-conformance is due to a manufacturing defect, manufacturer warranty issue or caused by anyone not under Contractor's control. If the defect or nonconformance is due to manufacturing defect or manufacturer warranty issue, Owner agrees to pursue only rights under the Manufacturer's Warranty, and not the Contractor's Warranty. Owner's failure to timely and properly notify Contractor of any workmanship defect during the warranty period, or failure to provide Contractor with access or opportunity to make corrections, shall be deemed a waiver of Owner's right to require Contractor's corrective action and waiver of any and all claims for breach of warranty. The warranty period shall not be extended by any corrective work Contractor performs.

e. **Sole Remedy and Waiver of Consequential Damages.** Contractor's Warranty is Owner's sole and exclusive remedy for defective work in contract, tort or otherwise, including negligence, warranty and strict liability. Contractor shall not be liable for any indirect, special or

consequential damages, including damages for personal injuries, lost profits or revenue, or loss of good will.

f. Contractor Insurance. Contractor has and will maintain required liability and property damage insurance as well as Workers' Compensation insurance throughout the Project.

X

Jeff Cielocha

X

Company Authorized Signature



ESTIMATE

Prepared for:

East Bethel
 Attn: Jeff Cielocha
 2375 221st Ave NE
 East Bethel, MN 55011
 jeff.cielocha@i.east-bethel.mn.us
 (612) 685-1784

October 25, 2025**No. 2808**

Polytek Surface Coatings | Nick Jacobs
 16530 Pebblebrook Ct, Prior Lake, MN 55372
 P: (952) 236-9837 | info@polytekteam.com
 polyteksurfacecoatings.com

Fire Station #1 (Side Rooms & Hallways) -- 251 Viking Blvd NE

Scope of Work	Total
<p>General Commercial Space</p> <p>Item: General Commercial Space Quantity: 1 Measurement: 1535 (sq. ft.) Additional Properties: 1. Color: Smoke 2. Texture: Shark Bite (Normal Texture) Notes:</p>	<p>\$10,361.25</p>
<p>Commercial Repairs</p> <p>Item: Commercial Repairs Quantity: 1</p> <p>Addons: 1. 1 Removal (1)(s) Measurement: 963 (sq. ft.)</p>	<p>\$1,926.00</p>
<p>Indoor/Commercial Add-Ons</p> <p>Item: Indoor/Commercial Add-Ons Quantity: 1</p> <p>Addons: 1. 1 Verticals: 0-6 inch (1)(s) Measurement: 345 (ln. ft.) 2. 1 2nd Topcoat(s) Measurement: 1535 (sq. ft.)</p>	<p>\$2,418.20</p>

Scope of Work**Total**

No deposit is being supplied. Remaining balance due on the day of completion.
Customer is subject to an additional fee or cancellation of project if belongings are not cleared out of the space prior to our installation crew's arrival.
If on the day of installation there is a high level of moisture found in your concrete/foundation (moisture levels are tested after profiling), there may be an additional charge for moisture mitigation treatment for your concrete or your installation will need to be rescheduled to a later day to allow for the concrete to dry out prior to coating, allowing for proper adhesion.

Subtotal: \$14,705.45**Discount:** \$1,626.93**Grand Total:** **\$13,078.52****Deposit:** \$6,539.26**Balance Due:** \$6,539.26

Coating Includes Penntek Limited Lifetime Warranty (Full Completed Warranty Will Be Issued Upon Final Payment). Client has 30 days after installation to submit warranty to Penntek.

Installation Process:

- Diamond Profile for Permanent Adhesion
- Diamond Profile Cracks and Imperfections to Prepare for Mender Application
- Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth
- Apply Pure Polyurea Base Coat
- Broadcast Generous Amounts of Acrylic Chip
- Remove Excess Media Broadcast by Scraping
- Apply Polyaspartic Top Coat
- Coating Texture
- Disclaimers: Verticals and stairs are not covered under the warranty, nor are they repaired in our process. Substrate failure is not covered in the warranty.
- Saw cuts are not filled
- We do not change the pitch or slope of concrete during our process

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d. **Warranty Work.** If, within the Contractor's Warranty period set forth in Paragraph (b) above, Contractor's work is found to be not in conformance with the Contract, subject to the limitations set forth in Paragraphs a, b, c and e, Owner shall notify Contractor in writing within ten (10) business days. Contractor shall contact Owner within ten (10) business days of receiving the notice from Owner required under this Paragraph and arrange to inspect the Work Area. If Contractor agrees repair or replacement is necessary, Contractor will schedule a date and time to correct the nonconforming work, unless Owner previously accepted such condition, or the non-conformance is due to a manufacturing defect, manufacturer warranty issue or caused by anyone not under Contractor's control. If the defect or nonconformance is due to manufacturing defect or manufacturer warranty issue, Owner agrees to pursue only rights under the Manufacturer's Warranty, and not the Contractor's Warranty. Owner's failure to timely and properly notify Contractor of any workmanship defect during the warranty period, or failure to provide Contractor with access or opportunity to make corrections, shall be deemed a waiver of Owner's right to require Contractor's corrective action and waiver of any and all claims for breach of warranty. The warranty period shall not be extended by any corrective work Contractor performs.

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f. Contractor Insurance. Contractor has and will maintain required liability and property damage insurance as well as Workers' Compensation insurance throughout the Project.

X

Jeff Cielocha

X

Company Authorized Signature



ESTIMATE

Prepared for:

East Bethel
 Attn: Jeff Cielocha
 2375 221st Ave NE
 East Bethel, MN 55011
 jeff.cielocha@i.east-bethel.mn.us
 (612) 685-1784

October 26, 2025**No. 2819**

Polytek Surface Coatings | Nick Jacobs
 16530 Pebblebrook Ct, Prior Lake, MN 55372
 P: (952) 236-9837 | info@polytekteam.com
 polyteksurfacecoatings.com

Fire Station #2

Scope of Work**Total****General Commercial Space****\$15,250.00**

Item: General Commercial Space
 Quantity: 1
 Measurement: 2440 (sq. ft.)
 Additional Properties:
 1. Color: Smoke
 2. Texture: Shark Bite (Normal Texture)
 Notes:

Indoor/Commercial Add-Ons**\$2,440.00**

Item: Indoor/Commercial Add-Ons
 Quantity: 1
 Addons:
 1. 1 2nd Topcoat(s)
 Measurement: 2440 (sq. ft.)

Joint Fill**\$360.00**

Item: Joint Fill
 Quantity: 1
 Measurement: 180 (linear foot)

No deposit is being supplied. Full balance due on the day of completion.

Customer is subject to an additional fee or cancellation of project if belongings are not cleared out of the space prior to our installation crew's arrival.

If on the day of installation there is a high level of moisture found in your concrete/foundation (moisture levels are tested after profiling), there may be an additional charge for moisture mitigation treatment for your concrete or your installation will need to be rescheduled to a later day to allow for the concrete to dry out prior to coating, allowing for proper adhesion.

Subtotal: \$18,050.00

Discount: \$1,769.00

Grand Total: **\$16,281.00**

Deposit: \$8,140.50

Balance Due: \$8,140.50

Coating Includes Penntek Limited Lifetime Warranty (Full Completed Warranty Will Be Issued Upon Final Payment). Client has 30 days after installation to submit warranty to Penntek.

Installation Process:

- Diamond Profile for Permanent Adhesion
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- Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth
- Apply Pure Polyurea Base Coat
- Broadcast Generous Amounts of Acrylic Chip
- Remove Excess Media Broadcast by Scraping
- Apply Polyaspartic Top Coat
- Coating Texture
- Disclaimers: Verticals and stairs are not covered under the warranty, nor are they repaired in our process. Substrate failure is not covered in the warranty.
- Saw cuts are not filled
- We do not change the pitch or slope of concrete during our process

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- c. Exclusions from Contractor's Warranty. Contractor's Warranty excludes manufacturing defects, damage or defects caused by abuse, and modifications or alterations to the Work Area by anyone other than Contractor, improper or insufficient maintenance, including Owner's failure to ensure no person, animal, object or liquid comes into contact with the Work Area during the Drying Time, use for unintended purposes, and normal wear and tear during normal usage. Contractor's Warranty is limited to repair or replacement of the Concrete Coating and excludes any consequential damages for personal injuries. Contractor does not warrant the condition of the concrete floor to which the Concrete Coating is applied, including but not limited to, crumbling concrete or concrete that exhibits reduced integrity.
- d. Warranty Work. If, within the Contractor's Warranty period set forth in Paragraph (b) above, Contractor's work is found to be not in conformance with the Contract, subject to the limitations set forth in Paragraphs a, b, c and e, Owner shall notify Contractor in writing within ten (10) business days. Contractor shall contact Owner within ten (10) business days of receiving the notice from Owner required under this Paragraph and arrange to inspect the Work Area. If Contractor agrees repair or replacement is necessary, Contractor will schedule a date and time to correct the nonconforming work, unless Owner previously accepted such condition, or the non-conformance is due to a manufacturing defect, manufacturer warranty issue or caused by anyone not under Contractor's control. If the defect or nonconformance is due to manufacturing defect or manufacturer warranty issue, Owner agrees to pursue only rights under the Manufacturer's Warranty, and not the Contractor's Warranty. Owner's failure to timely and properly notify Contractor of any workmanship defect during the warranty period, or failure to provide Contractor with access or opportunity to make corrections, shall be deemed a waiver of Owner's right to require Contractor's corrective action and waiver of any and all claims for breach of warranty. The warranty period shall not be extended by any corrective work Contractor performs.
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- f. Contractor Insurance. Contractor has and will maintain required liability and property damage insurance as well as Workers' Compensation insurance throughout the Project.

X

Jeff Cielocha

X

Company Authorized Signature



ESTIMATE

Prepared for:

East Bethel
 Attn: Jeff Cielocha
 2375 221st Ave NE
 East Bethel, MN 55011
 jeff.cielocha@i.east-bethel.mn.us
 (612) 685-1784

October 26, 2025**No. 2818**

Polytek Surface Coatings | Nick Jacobs
 16530 Pebblebrook Ct, Prior Lake, MN 55372
 P: (952) 236-9837 | info@polytekteam.com
 polyteksurfacecoatings.com

Fire Station #3 -- 342 Forest Rd

Scope of Work**Total****General Commercial Space****\$4,350.00**

Item: General Commercial Space
 Quantity: 1
 Measurement: 600 (sq. ft.)
 Additional Properties:
 1. Color: Smoke
 2. Texture: Shark Bite (Normal Texture)
 Notes:

Indoor/Commercial Add-Ons**\$600.00**

Item: Indoor/Commercial Add-Ons
 Quantity: 1
 Addons:
 1. 1 2nd Topcoat(s)
 Measurement: 600 (sq. ft.)

Joint Fill**\$240.00**

Item: Joint Fill
 Quantity: 1
 Measurement: 120 (linear foot)

No deposit is being supplied. Full balance due on the day of completion.

Customer is subject to an additional fee or cancellation of project if belongings are not cleared out of the space prior to our installation crew's arrival.

If on the day of installation there is a high level of moisture found in your concrete/foundation (moisture levels are tested after profiling), there may be an additional charge for moisture mitigation treatment for your concrete or your installation will need to be rescheduled to a later day to allow for the concrete to dry out prior to coating, allowing for proper adhesion.

Subtotal: \$5,190.00

Discount: \$495.00

Grand Total: **\$4,695.00**

Deposit: \$2,347.50

Balance Due: \$2,347.50

Coating Includes Penntek Limited Lifetime Warranty (Full Completed Warranty Will Be Issued Upon Final Payment). Client has 30 days after installation to submit warranty to Penntek.

Installation Process:

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- Contractor Insurance. Contractor has and will maintain required liability and property damage insurance as well as Workers' Compensation insurance throughout the Project.

X

Jeff Cielocha

X

Company Authorized Signature

**City of East Bethel
City Council Meeting
Agenda Item Information**



Date: November 10, 2025

Agenda Item Number: 7.0 A.1

Request: Consider a request for a Planned Unit Development (PUD) Final Plan, Final Plat, and Development Agreement for "Cliffs Anderson Acres" (PID #12-33-23-14-0002) (City File 25-030)

Review Deadline: December 1, 2025

Background Information/Context

On May 27, 2025, the Planning Commission held a public hearing and recommended approval for a concept plan for this subdivision. The City Council reviewed the concept plan at their meeting on June 9, 2025 and provided non-binding approval to the applicant to proceed with the plat in Resolution 2025-34.

On August 26, 2025, the Planning Commission held a public hearing and recommended approval of a Rezoning to PUD Overlay, PUD Preliminary Plan, and Preliminary Plat for this subdivision. The City Council reviewed these requests at their meeting on September 8, 2025 and approved the PUD Preliminary Plan and Preliminary Plat in Resolution 2025-53 and Rezoning in Ordinance No. 2025-04.

On October 2, 2025, the City received an application for a PUD Final Plan and Final Plat for a three-lot subdivision named "Cliffs Anderson Acres" located at PID #12-33-23-14-0002 on the north side of 217th Avenue NE. The total area of the parcel is approximately 20.35 acres. The parcel is guided Rural Residential and zoned RR – Rural Residential within the Special Natural Environmental Area (SNEA) Overlay District and PUD Overlay District. The properties to the south and west of this parcel are all guided Rural Residential and Zoned RR – Rural Residential. The properties to the north of this parcel are guided and zoned Park/Natural Area within the Gordie Mikkelson Wildlife Management Area. The properties to the east are within Linwood Township's "Dellwood County Estates" subdivision.

Planning Commission Review

The Planning Commission held a public hearing on the PUD Final Plan application on October 28, 2025. No public comments were received regarding this item. The Planning Commission voted 5-0 to recommend approval of the PUD Final Plan. City Code does not require a public hearing for final plats and does not require final plats to be reviewed by the Planning Commission.

Analysis

The City's discretion in approving a final plat is limited to whether the proposed plat meets the standards outlined in the City's Subdivision and Zoning Ordinance and the conditions of the preliminary plat approval. If it meets these standards, the City must approve the plat.

The plat is consistent with the preliminary plat that was approved by the City on September 8, 2025. The property is currently a vacant parcel totaling approximately 20.35 acres. Within the RR- Rural Residential zoning district a minimum lot size required is 2 acres, with a density not to exceed 1 unit per 2.5 acres. The proposed density of this plat is 1 unit per 6.48 acres. The City's 2040 Plan sets the overall average density within the Rural Residential Land Use district to 1 unit per 10 acres. This development will not increase the average density within the city-wide Land Use designation beyond this standard. All lots within the proposed

subdivision meet the 2-acre minimum lot size and minimum buildable area standard of 23,000 square feet. Additionally, each lot meets the required minimum 200-foot width at the right-of-way setback line.

Streets and Access

There are no internal streets, and each lot will need to obtain an individual Access Permit from Anoka County. The Anoka County Highway Department has no further comments on the plat, though the City is still waiting to receive a final approval letter from the ACHD. Receipt of the final approval letter from ACHD is required prior to the release of the final plat for filing and has been added as a condition of approval.

Wetlands

Notice of Decision was provided by the TEP concurring with the wetland delineation report's findings that no wetlands are present on the site.

Floodplain

The northern part of this plat is within Flood Zone X. Plans show a lot tabulation denoting the proposed lowest floor elevation for each building pad and septic area on each block as being at least 3 feet above mottled soil. The minimum acceptable lowest floor elevation for new construction of residential is three feet above the highest known water table, mottled soil or 100-year floodplain elevation, whichever is highest.

Shoreland

This parcel is not within the City's Shoreland Overlay Zoning District.

Stormwater Management

This plat will have 2 infiltration basins to handle stormwater run-off. These basins are south of the proposed home pads along the lot line of Lot 1 and Lot 2 and the lot line of Lot 2 and Lot 3. Most of the anticipated run-off from the new driveways will be routed to these basins. As noted in the City Engineer's comments, easement agreements will be needed for these basins – these will be drafted by the City Attorney and filed along with the final plat.

Utilities

No public utilities are proposed with this plat. Each lot will be served by individual septic and well, with potential sites having been indicated on the preliminary plat. Septic permits are required to be reviewed by the City Building Inspector and must show compliance with septic setbacks.

Easements

The northeast corner of this plat covers part of a driveway which is used to access the lot directly to the north of this property. This area will not be disturbed by the construction anticipated in the platted area. The developer is in the process of drafting easement to allow for the neighboring property owner to maintain property access through the platted area. This easement must be filed prior to or along with the filing of the final plat. This has been added as a condition of approval.

Parks Commission

The Parks Commission met on May 13, 2025, and recommended cash-in-lieu of land for this subdivision. The suggested total park dedication fee is \$6,000 to be paid with the final plat. This has been added as a condition of approval.

Engineering

The City Engineer reviewed the plat and other submitted materials and has made comments that will need to be addressed prior to the release of the plat for filing. This has been added as a condition of approval.

Development Agreement

A Development Agreement has been drafted for approval by the City Council. Minor adjustments to the Agreement may be authorized by the Mayor and City Administrator prior to the release of the Plat for filing, as approved by the City Attorney.

Planned Unit Development (PUD)

The City has a relatively high level of discretion in approving a PUD. A PUD must be consistent with the City's Comprehensive Plan. The City may impose reasonable requirements in a PUD not otherwise required if the City deems it necessary to promote the general health, safety and welfare of the community and surrounding area.

The applicant has received approval for a rezoning to Planned Unit Development overlay and is seeking approval of a PUD Final Plan as required for a development within the SNEA Overlay District. The SNEA Overlay District was developed with the guidance of the Anoka Conservation District, the Minnesota Department of Natural Resources, and the Metropolitan Council. The purpose of the SNEA Overlay District is to "protect and rehabilitate areas within the City of East Bethel that contain native vegetation and natural features and/or natural resources that contribute to the health, welfare, and quality of life of the people in the City of East Bethel".

The application standards pertaining to PUDs shall apply to SNEAs. The standards for approving a PUD are as follows:

- A. The consistency of the proposed PUD with the city's comprehensive plan;
This property is guided Rural Residential under the City's Comprehensive Plan. This proposed subdivision meets the development standards for density, utilities, ROW, and use within the rural residential land use classification.
- B. The proposed uses compliance with the standards and criteria of the zoning ordinance and subdivision regulations;
This property is zoned Rural Residential within the SNEA Overlay District. The proposed subdivision meets the City's acreage, density, frontage, and buildable area standards established in Section 42-7 of the City Zoning Ordinance. Additionally, this PUD meets the minimum size requirement of 3 acres for PUDs established in Section 56-4 of the City Zoning Ordinance. The SNEA Overlay District requires all land to be developed as a PUD. This project is not requesting any PUD flexibility from the Ordinance standards.
- C. The extent to which the proposed PUD is designed to form a desirable and unified environment within its own boundaries in terms of relationship of structures, patterns of circulation, visual character, and sufficiency of drainage and utilities;
The total disturbed area of this development is estimated to be 5.04 acres, approximately 25% of the total site area. This PUD preserves many of the trees on this parcel which are mostly concentrated along the property lines to the east and north, though some trees will be removed for the installation of driveways along 217th Avenue. The proposed development pattern will preserve a large amount of open space on the site as required for development in the SNEA.
- D. The extent to which the proposed uses will be compatible with present and planned uses in the surrounding area;
The planned use of this parcel is Rural Residential, as designated by the City's Zoning Map and 2040 Plan. The construction of 3 single-family homes on this site at a density of 1 unit per 6.78

acres is compatible with this use. The present and planned use of the property to the north is Park/Natural Area. The construction of 3 single-family homes on the proposed lots will have a minimal impact on this property. Additionally, the properties to the east, within Lindwood Township are of rural residential nature and have been platted at a slightly higher density of 1 unit per 4.05 acres. These too should see minimal impact from the proposed development.

- E. The impact of the proposed uses on the health, safety, and general welfare of the occupants of the surrounding area;

The proposed development should have a minimal impact on the health, safety, and general welfare of the occupants of the surrounding area. The Anoka County Highway Department has reviewed the plan. The ACHD has no further comments on the plat and is in the process of producing a final approval letter. This has been added as a condition of approval. Sewage treatment and water will be provided by individual well and septic.

The City Engineer has reviewed the submitted Stormwater and Drainage Plan. City access to maintain the stormwater ponds on the site will be maintained through an easement over the southerly portion of the driveway on Lot 2. A separate easement for will be drafted by the City Attorney in addition the standard Drainage and Utility easements provided within the plat. This easement shall be filed by the developer concurrently with the final plat.

- F. The burden or impact created by the PUD on parks, schools, streets, and other public facilities and utilities;

The addition of 3 single family homes will have a limited impact on the City's public infrastructure. Sewage treatment and water will be managed on site through individual well and septic. A park dedication fee of \$6,000 will be collected prior to the release of the final plat for filing.

No public streets are proposed. The Anoka County Highway Department has reviewed and approved the proposed driveway locations.

- G. The sufficiency of each phase of the PUD to ensure its construction and operation is feasible without dependence upon any subsequent phase;

This is a single-phase project.

- H. The impact of the PUD on environmental quality, property values, scenic views, and preservation of significant natural resources and amenities of the surrounding area; and

This PUD should have minimal impact on environmental quality, property values, scenic views, or significant natural resources. Most of the trees on this site, located along the northern, eastern, and southern property lines, will be preserved. The proposed home locations are on bare agricultural land, though a small number of trees will be removed for driveway access. Approximately 0.66 acres of this site is proposed impervious surface, and these impacts are addressed through the creation of 2 infiltration basins. The City Council may recommend conditions of approval, especially those pertaining to environmental quality and tree preservation.

- I. That any exceptions to city ordinances, policies, or regulations are justified by the design or development of the proposed use.

No exceptions have been made to City ordinances, policies, or regulations. The applicant is not requesting PUD flexibility.

Summary

The PUD Final Plan and Final Plat requests meet the standards in the Code and match the concept plan, PUD Preliminary Plan, and Preliminary Plat previously reviewed by the City. The proposed PUD and Final Plat meets the standards within Comprehensive Plan and Zoning Ordinance. The proposed PUD is predicted to have a limited impact on natural resources, surrounding infrastructure, and the health, safety, and general welfare of the occupants of the surrounding properties. No flexibility from Ordinance standards is being requested for this PUD. Conditions of approval have been included in the Resolutions and must be addressed prior to the release of the plat for filing.

Staff recommends approval of the Resolutions approving the PUD Final Plan, Final Plat, and Development Agreement. Staff has provided findings of fact and conditions for approval within the approval Resolutions. These findings and conditions may be modified to reflect the findings of the Council. If the Council finds that the requests do not meet the standards of review, the Council shall recommend denial, provide findings of fact, and direct staff to bring a denial Resolution to the next City Council meeting for adoption.

Requested Action

Move to adopt the following:

1. Resolution approving the PUD Final Plan as recommended by the Planning Commission
2. Resolution approving the Final Plat and Development Agreement for Cliffs Anderson Acres

Attachments:

1. Resolution Approving the PUD Final Plan
2. Resolution Approving the Final Plat and Development Agreement
3. Draft Development Agreement for Cliffs Anderson Acres
4. Location Map
5. Final Plat of Cliffs Anderson Acres
6. Revised Preliminary Plat, dated October 2, 2025
7. Civil Plans dated October 2, 2025
8. Proposed Easement for Ingress/Egress for Neighboring Property, dated September 25, 2025

**CITY OF EAST BETHEL
COUNTY OF ANOKA
STATE OF MINNESOTA**

RESOLUTION NO. 2025-62

A RESOLUTION **APPROVING** THE PLANNED UNIT DEVELOPMENT (PUD) FOR “CLIFFS ANDERSON ACRES” FOR PROPERTY LEGALLY DESCRIBED AS:

The East Half of the Southeast Quarter of the Northeast Quarter, Section 12, Township 33, Range 23 West, Anoka County, Minnesota.

WHEREAS, Sherco Construction Inc. has requested approval of a Planned Unit Development for Cliffs Anderson Acres; and

WHEREAS, a PUD Preliminary Plan was approved by the City Council in Resolution 2025-53; and

WHEREAS, the East Bethel Review Committee has reviewed the Planned Unit Development application and provided comments; and

WHEREAS, pursuant to published and mailed notice thereof, the Planning Commission has conducted a public hearing on October 28, 2025; and

WHEREAS, as a result of such public hearing, the Planning Commission recommends approval of the PUD to the City Council.

WHEREAS, the City finds:

1. The property is zoned RR – Rural Residential and is in the Special Natural Environmental Area (SNEA) Overlay District. Section 59, Subd. 5. of the Zoning Ordinance requires a Planned Unit Development for the development all properties within the SNEA Overlay District.
2. The property has been rezoned to PUD Overlay District, as approved by the City Council in Ordinance 2025-04 on September 8, 2025.
3. The application received on September 25, 2025, and additional materials received on October 2, 2025, complies with the general Planned Unit Development standards in Section 56, Subd. 6. of the Zoning Ordinance, as outlined in the November 10, 2025 City Council report.
4. The proposed PUD is consistent with the PUD Preliminary Plan approved in Resolution 2025-53.
5. The applicant has not requested PUD flexibility from the Ordinance standards.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves the Planned Unit Development for Cliffs Anderson Acres with the following conditions:

1. A PUD is approved to allow a 3-lot subdivision, in accordance with the plans and application received by the City on September 25, 2025 and October 2, 2025.
2. PUD approval is contingent upon approval from the East Bethel City Council for the Final Plat of Cliffs Anderson Acres.

Adopted this 10th day of November, 2025 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

ATTEST

Ardie Anderson, Mayor

Matt Look, City Administrator

**CITY OF EAST BETHEL
COUNTY OF ANOKA
STATE OF MINNESOTA**

RESOLUTION NO. 2025-63

A RESOLUTION APPROVING THE FINAL PLAT AND DEVELOPMENT AGREEMENT FOR “CLIFFS ANDERSON ACRES” FOR PROPERTY LEGALLY DESCRIBED AS:

The East Half of the Southeast Quarter of the Northeast Quarter, Section 12, Township 33, Range 23 West, Anoka County, Minnesota.

WHEREAS, Sherco Construction Inc. has requested approval of a Final Plat for “Cliffs Anderson Acres”; and

WHEREAS, the applicant received approval of a Concept Plan for the proposed plat from the East Bethel City Council at the June 9, 2025 meeting in Resolution 2025-34; and

WHEREAS, the applicant received approval of a Preliminary Plat for the proposed plat from the East Bethel City Council at the September 8, 2025 City Council meeting in Resolution 2025-53; and

WHEREAS, the East Bethel Review Committee has reviewed the Final Plat request and provided comments; and

WHEREAS, the City of East Bethel has drafted a Development Agreement for the proposed Plat; and

WHEREAS, the City finds:

1. The Final Plat application received on September 25, 2025 and additional materials received on October 2, 2025 conforms to the Preliminary Plat and conditions of approval established by the East Bethel City Council in Resolution 2025-53.
2. The Final Plat application received on September 25, 2025 and additional materials received on October 2, 2025 conforms to the standards established in Sec. 66-99 of the City Subdivision Ordinance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Bethel hereby approves the Final Plat and Development Agreement for “Cliffs Anderson Acres”, with the following conditions:

1. A Final Plat for “Cliffs Anderson Acres” is approved to create three lots, in accordance with the application received by the City on September 25, 2025 and additional materials received on October 2, 2025 except as amended by this Resolution.

- 2. The Development Agreement must be executed by the Developer and the City and filed with the Final Plat.
- 3. Approval of the Final Plat is contingent upon approval of the PUD as required by the SNEA Overlay District.
- 4. The Developer shall satisfy any and all comments on the Final Plat from the City Engineer received on October 14, 2025 prior to the release of the plat for filing. The City Engineer will determine when all items have been addressed.
- 5. The Developer shall satisfy any and all comments on the Preliminary Plat from the Anoka County Highway Department dated July 14, 2025 and provide a letter of approval from the Anoka County Highway Department prior to the release of the Final Plat.
- 6. The Developer shall satisfy any and all conditions established in Resolution 2025-53 approving the Preliminary PUD Plan and Preliminary Plat of Cliffs Anderson Acres.
- 7. The Developer shall draft and file an easement to allow the property owner to the north to maintain their driveway which encroaches on the northeast corner of the platted property prior to the release of the release of the Final Plat.
- 8. All potential septic sites must be fenced off and protected during construction.
- 9. The Developer shall be responsible for the cost of construction of all improvements proposed as a part of the Final Plat.
- 10. Park dedication fee totaling \$6,000 for the three new lots must be paid prior to the release of the Final Plat.
- 11. The developer shall record the plat within 90 days after the date of approval. Otherwise, the approval of the final plat shall be considered void, unless the developer requests and receives an extension from City Council.

Adopted this 10th day of November, 2025 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

ATTEST

Ardie Anderson, Mayor

Matt Look, City Administrator

**CITY OF EAST BETHEL
ANOKA COUNTY, MINNESOTA**

PLANNED UNIT DEVELOPMENT AGREEMENT

“Cliffs Anderson Acres”

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made effective the ___ day of _____, 2025 (“Effective Date”) by and between the CITY OF EAST BETHEL, a municipal corporation and political subdivision organized under the laws of Minnesota (the “City”) and Sherco Construction Inc., a Minnesota Business Corporation (the “Developer”), and together with the City, (the “Parties”). Capitalized terms used in this Agreement shall have the meanings given them is in this Agreement, including but not limited to Article I hereof.

RECITALS

WHEREAS, Developer is the owner of real property legally described on the attached **Exhibit A** (the “Property”) and located within the corporate limits of the City; and

WHEREAS, on September 8, 2025, the City Council reviewed and approved a PUD Preliminary Plan and Preliminary Plat for the property, by City Council Resolution No. 2025-53.

WHEREAS, on November 10, 2025, the City Council reviewed and approved a Final Plat for the Property, by City Council Resolution No. 2025-_____.

WHEREAS, on November 10, 2025, the City Council reviewed and approved a Planned Unit Development for the Property, by City Council Resolution No. 2025-_____.

WHEREAS, the property is guided Rural Residential in the future land use map and is zoned as RR- Rural Residential on the zoning map;

WHEREAS, the property is within the Special Natural Environmental Area Overlay District on the zoning map;

WHEREAS, the Developer proposes to create three lots for development with single family homes;

WHEREAS, by this Agreement, Developer and the City desire to set forth their respective rights and obligations of the Parties with respect to the Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Development Agreement by and between the City and the Developer, as the same may from time to time be mutually modified, amended, or supplemented by a signed written agreement.

"City" means the City of East Bethel, Minnesota.

"Code" means the City's Code of Ordinances in place as of the Effective Date.

"County" means Anoka County, Minnesota.

"Developer" means individually, Sherco Construction Inc., or its successors or assigns.

"Construction Plans" means the Preliminary Plat, Final Plat, the Site and Grading Plan and Erosion Control Plan, which Developer has caused to be prepared. The Construction Plans, and any approved amendments, revisions or supplements thereto, shall be reviewed and approved by the City Engineer. The Construction Plans and contract documents may be reasonably revised per the recommendations of the City Engineer, after entering into this Agreement, but before commencement of any work on the Property. If changes are made per the recommendation of the City Engineer, the most current and revised Construction Plans shall be incorporated herein. If the Construction Plans vary from the written terms of this Agreement, the written terms of this Agreement shall control.

"Final Plat" means the plat of the Property depicting the subdivision and development and referred to as the plat of Cliffs Anderson Acres, as shown in the final plat approved by City Council Resolution No 2025-____.

“Improvements” means all improvements, including the Public Improvements – Developer Constructed, to be installed and constructed on or serving the Property in conformity with the Construction Plans.

“Public Improvements – Developer Constructed” means all improvement constructed by the Developer that are within public easements to be dedicated to the City upon completion and not within the public right-of-way previously dedicated to the City for installation of a frontage road.

“Property” means the real estate legally described on the attached **Exhibit A** prior to the recording of the Plat.

“Project” means the overall development and construction on the Property by Developer of the improvements as depicted on the Final and Preliminary Plats pursuant to the terms of this Agreement and pursuant to substantially similar agreements as to future phases.

“Unavoidable Delays” means delays, outside the control of the party claiming an occurrence, which are the direct or indirect result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, pandemics, fire or other casualty to the Improvements, litigation, or other administrative procedures commenced by third parties which, by injunction or other similar judicial action, directly result in delays, or acts or requirements of any federal, state or local governmental unit including without limitation the declaration of a state of emergency or other order that limits general business operations (other than the City acting in its contractual capacity under this Agreement) which directly results in delays.

1.2 Construction. Wherever in this Agreement the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate. The headings, captions or arrangements used in this Agreement, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify or modify the terms, or affect the meaning, of this Agreement.

ARTICLE II DEVELOPMENT OF PROPERTY

2.1 Developer’s Covenant to Develop. Developer shall, at Developer’s expense, perform or cause to be performed, the development of the Property and construction of the Improvements in accordance with the Construction Plans and this Agreement. Developer shall use its reasonable efforts to complete the Improvements substantially in accordance with the Construction Plans, which plans and specifications shall be subject to review and approval by the City as may be normal, customary or required in order to proceed with the development of the Property.

2.2 No Reconveyance. Until all Improvements have been substantially complete in accordance with this Agreement, Developer shall not reconvey the Property to any third party without the express consent of the City which consent will not be unreasonably withheld or

delayed; provided, however, that, if applicable, any conveyance to a third party must provide for the third party's assumption of any and all performances by the Developer under this Agreement.

2.3 Fees and Costs. Except as otherwise specified in this Agreement, Developer shall pay all reasonable out-of-pocket costs incurred by it or the City in conjunction with the development of the Property including, but not limited to, planning, engineering and inspection expenses, and legal fees incurred in connection with the approval and acceptance of the subdivision and plat, preparation of this Agreement any amendments hereto, development of the Property, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Property. The City shall be solely responsible for all costs of the Public Improvements – City Installed. Unless required to be paid as a condition of the approval of this Agreement, all such amounts shall be paid within thirty (30) days after being billed. Invoices from the City to Developer shall be mailed to Developer at the address set forth in Section 13.1 or such other address as Developer provides the City in writing.

2.4 Right to Proceed. The Developer shall not construct the Improvements on the Property until all the following conditions precedent have been satisfied:

- (a) the Final Plat has been filed with Anoka County.
- (b) an Ingress/Egress easement has been filed with Anoka County
- (c) this Agreement has been executed by the Parties and recorded with Anoka County.
- (d) The Developer has provided the City with the required security as set forth in Article VII; and
- (e) All required permits have been obtained.
- (f) All conditions of Resolution 2025-_____ approving the Final Plat have been met.

2.5 Intentionally Omitted

ARTICLE III ZONING, USE, AND PERMITS

3.1 Zoning. The Parties acknowledge and agree that (a) the Property is zoned RR- Rural Residential within the Special Natural Environmental Area Overlay district and Planned Unit Development Overlay District and (b) a single-family home is a permitted use in the RR- Rural Residential zoning district and (c) a planned unit development is required for a subdivision within the Special Natural Environmental Area Overlay district. This use conforms to the Developer's intended use and the Parties agree that RR- Rural Residential in the Special Natural Environmental Area and Planned Unit Development Overlay districts is the proper zoning classification for the development of the Project subject to any variations therefrom allowed by this Agreement.

3.2 Use. Developer shall use the Property in accordance with this Agreement. Developer shall comply with all applicable federal, state, and local laws and regulations relative to the Developer's use of hazardous materials, if any.

3.3 Permits. The developer shall be responsible for securing all necessary approvals and permits from all appropriate federal, state, regional and local jurisdictions prior to the commencement of construction, including, but not limited to the following:

- (a) Prior to any work beginning in public right-of-ways, Developer shall obtain all appropriate permits from the State, County and/or the City.

3.4 Compliance with Code. Developer shall construct and install all Improvements, and provide all plans, specifications, and other documents in accordance with the provisions of this Agreement, the provisions of the City's Code of Ordinances, and where applicable state and federal law, for review and oversight by the pertinent committees of the City, Public Works Director, City Engineer, and where applicable, the City Attorney and State of Minnesota.

ARTICLE IV CONSTRUCTION OF THE IMPROVEMENTS

4.1 Construction of Improvements. Developer shall, at Developer's expense, perform or cause to be performed, the development of the Property and construction of the Improvements in accordance with the Construction Plans and this Agreement, including, but not limited to the following:

- (a) Surveying and staking;
- (b) Construction Materials Testing;
- (c) Surface improvements;
- (d) Storm water improvements, including related pipes, infiltration basins, structures, and other improvement noted within the plan set;
- (e) Setting of lot and block monuments;
- (f) Gas, electric, telephone and cable lines;
- (g) Site grading and erosion controls;
- (h) All courses of pavement; and
- (i) Other items as reasonably necessary to complete as stipulated herein or in other agreements.

4.2 Approval of Construction Plans. The City has reviewed and approved the Construction Plans. Developer shall submit any proposed revisions, amendments or supplements (collectively, "Revisions") of the Construction Plans to the City for review and approval. The City shall, within 30 days from the receipt of the proposed Revisions, approve or disapprove the Revisions. If the City disapproves any of the Construction Plans, the Developer shall submit revised Revisions within a reasonable time from the date of rejection. Upon resubmission, the City

shall review and approve or disapprove the revised Revisions within 10 days of submittal. This process shall repeat until the Revisions are approved by the City. The Construction Plans shall be deemed to include any and all duly approved Revisions.

4.3 Time of Performance. Developer shall promptly begin and diligently prosecute to completion construction of the Improvements and, subject to Unavoidable Delays and performance by or acts of the City, the construction of the Improvements shall be commenced and completed by December 31, 2026, except as extended due to an Unavoidable Delay. Developer may, however, request an extension of time from the City, which extension shall not be unreasonably withheld or delayed. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

4.4 Surveying. Developer shall provide all staking, surveying, and material testing for the Improvements to ensure the completed Improvements conform to the approved Construction Plans. The City will provide for overview inspection and shall be notified of all tests to be performed and will be provided with copies of all test results. Any additional testing and inspection that is required by the City shall be provided by the Developer at the Developer's expense.

4.5 Grading Plan / Site Grading. Site grading shall be completed by Developer in accordance with the Construction Plans at its own cost and expense. Completed site grading shall be inspected and approved by the City's Engineer.

4.6 Erosion Control. Erosion control shall be carried out pursuant to the approved Construction Plans and consistent with City, State, or federal requirements, whichever are more restrictive. Developer shall cause all grading, excavation, open cuts, side slopes, and other land surface disturbances to be mulched, seeded, sodded, or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer. All drainage and erosion control matters are subject to review and approval of the City Engineer. Construction site erosion control measures shall be installed, maintained, and upon completion of, removed.

4.7 License. Developer hereby grants to the City, its agents, employees, officers and contractors a temporary license to enter the Property to perform all the work and inspections deemed appropriate by the City with respect to. Such license shall terminate upon completion of as provided in Section 4.14 of this Agreement.

4.8 Intentionally Omitted

4.9 Intentionally Omitted

4.10 Storm Drainage System. Storm drainage shall be provided by means of storm sewers, culverts, ditches, Storm Water Best Management Practices (BMP's), and appurtenances in the public right-of-way and/or in drainage easements where required and/or within natural areas (where applicable and permitted), all in accordance with the Construction Plans. Any Storm Drainage that are part of the Public Improvements – City Installed shall be constructed by the City at its sole expense; all other aspects of the storm drainage shall be installed at Developer's sole expense.

4.11 Utilities. All utilities are subject to review and approval by the City. A drainage and utility easement shall be provided along the perimeter of the Property in accordance with the City's Code.

4.12 Review, Professional, and Inspection Fees and Costs for Improvements. Developer agrees to pay the fees and costs equal to the actual technical, planning, and administrative review and process costs of the City and its consultants at the rates charged by the City or in the case of consultants, the rates charged to the City as and to the extent provided in the City's fee schedule, and the publication costs that are associated with performing necessary reviews and approval services relating to the, Construction Plans, Public Improvements – Developer Installed, and this Agreement. City shall be solely responsible for all costs and expenses for the Public Improvements – City Installed.

- (a) Legal Fees. Subject to the foregoing, Developer agrees to pay all of the City's legal fees and costs incurred in relation to the development of the Property, whether performed by the City Attorney or his designee, including, but not limited to, the review of all documents, plans, and plats submitted by Developer, the negotiation and drafting of this Agreement, all legal research, the drafting of any related documents, including ordinances, as well as any time incurred in the various and miscellaneous involvements which have been or are required during the development processes of .
- (b) Engineering. Subject to the foregoing and except for any costs related to the Public Improvements – City Installed, Developer agrees to pay all of the City engineering fees and costs incurred in relation to the approval of this Project, whether provided by the City Engineer, a staff engineer or technician or designated employee or by a consultant, including, but not limited to, the review of all documents, plans, and plats submitted by Developer, and oversight of .
- (c) Planning. Subject to the foregoing and except for any costs related to the Public Improvements – City Installed, Developer agrees to pay all of the City's planning fees and costs incurred in relation to the approval of this Project, whether provided by staff, technicians, designated employees, or

by a consultant, including, but not limited to, the review of all documents, plans, and plats submitted by Developer, and oversight of .

- (d) Inspection Fees and Costs. Subject to the foregoing and except for any costs related to the Public Improvements – City Installed, Developer agrees to reimburse the City for the costs of inspection and related services provided by the City or by a consultant on the basis of all such services rendered. The inspector of the Improvements on behalf of the City shall be chosen by the City. In the event that the inspector chosen by the City for site inspection during the improvement construction phase is someone other than an employee of the City, the City Engineer may require involvement by a firm in oversight of those inspection processes from time to time as reasonably deemed necessary.

4.13 Contracts. All contracts entered into by Developer for construction of the Improvements shall provide for a warranty of the workmanship and materials for a period of one year following the completion and final acceptance of Improvements-Developer Installed by the City Council as provided in Section 4.14 of this Agreement. All such contracts shall also conform to the ordinances and specifications of the City in the construction of all Public Improvements and the directives of the City Engineer.

4.14 Certificate of Compliance. Upon completion of any permitted work related to the Improvements, Developer shall comply with the requirements set forth in the Code and obtain a certificate of compliance. If applicable, and except as otherwise provided in this Agreement, a certificate of occupancy shall not be issued by the City until Developer has secured a Certificate of Compliance. In the event the City does not issue Developer a Certificate of Compliance, the City shall provide Developer a written statement indicating which criteria Developer has failed to complete construction of the Improvements and what measures or steps will be necessary for Developer to take or perform in order to obtain a Certificate of Compliance. A Certificate of Compliance shall not be unreasonably withheld or delayed by the City and shall be in a form so as to allow Developer to record the Certificate of Compliance with the Anoka County Recorder relating to the Property at Developer's expense.

ARTICLE V CONSTRUCTION OF PUBLIC IMPROVEMENTS

5.1 Public Improvements. There are no public improvements with this plat or Agreement.

5.2 Intentionally Omitted

5.3 Intentionally Omitted

5.4 City-Installed Public Infrastructure. There are no City-Installed public improvements with this plat or Agreement.

ARTICLE VI SECURITY FOR PUBLIC IMPROVEMENTS

Section 6.1. Security for Public Improvements. To guarantee compliance with the terms of this Agreement, payment of the costs and construction of the Improvements, Developer shall furnish the City with an irrevocable letter of credit from Choice Bank in the amount of _____ dollars (\$_____) (“Security”). Developer has submitted a total bid of all work necessary for the completion of the Improvements, attached hereto as **Exhibit B**. No change order increasing or decreasing the contract expense by more than One Thousand and no/100 dollars (\$1,000.00) shall be authorized by the Developer without first notifying the City Engineer of the change and obtaining written approval of same. The amount of the Security shall be increased in the event of delay in the installation of the Project.

Section 6.2. Reduction in Security. The Security may be reduced from time to time as financial obligations are paid and Public Improvements-Developer Installed, and other Developer obligations are completed and approved by the City as provided in this Agreement. The City Engineer shall allow the reduction of the Security upon the written request of the Developer which demonstrates satisfactory completion of described elements of the Public Improvements and for use by Developer to pay costs incurred in construction of such elements or to reimburse Developer for such costs. In no event shall the Security be reduced below the aggregate total estimated cost of the Public Improvements not yet installed, completed, or accepted, plus twenty-five percent (25%). Each reduction shall be subject to satisfaction of all of the Developer’s obligations to the City under this Agreement.

Section 6.3. Release of Security. The remaining Security may be released in full and returned to the Developer within 60 days of (i) completion of all of the Public Improvements included in the calculation of the Security and final acceptance of the Public Improvements by the City Council and (ii) satisfaction of all financial obligations by the Developer to the City. Prior to releasing the remaining Security, the City shall first be satisfied that all work regarding the Public Improvements has been completed according to the Construction Plans. In the event of a failure by Developer to complete any Public Improvement for which any Security stands as security, said remaining Security shall not be released until the passage of 120 days from the final date of completion as established herein.

Section 6.4. Drawdown of Security. In the event of a default under this Agreement by the Developer, the City shall furnish the Developer with written notice of Developer’s default under the terms of this Agreement. If the Developer does not cure the default within 30 days of the date of such notice or such longer period as may be reasonably required to cure the default provided the Developer commences such cure efforts within said 30 day period, and in all cases, subject to Unavoidable Delays, the City may draw on the Security and take such steps as it reasonably deems necessary to remedy the default. The City may also deduct from the Security reasonable recording, administrative and legal expenses in the event of Developer default.

Section 6.5. Intentionally Omitted

Section 6.6. Warranty. Developer warrants all Public Improvement-Developer Installed work required to be performed by it against poor material and faulty workmanship for a period of one (1) year after the full completion and acceptance by the City of all Public Improvements-Developer Installed as provided in Section 4.14 of this Agreement or such longer period as specified in plans and specifications prepared by the City Engineer for Improvements that are Public Improvements-Developer Installed. The Developer is responsible for providing a warranty bond in an amount equal to the value of the Public Improvements and will be effective from the date of the City's acceptance of all Public Improvements as provided in Section 4.1 of this Agreement for a period of two years.

Section 6.7 Liability Not Released. All Security given under this Agreement is security only, which in no manner limit the liability of Developer to the City, however arising and regardless of the amount.

ARTICLE VII ASSIGNMENT AND TRANSFER

Section 7.1. Representation as to Development. Developer's undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Property and not for speculation in land holding. Developer further recognizes that in view of (i) the importance of the Property to the general welfare of the community, and (ii) the substantial financing and other public aids that have been made available by the City for the purpose of making such development possible, subject to performance by the City and Unavoidable Delays, the Improvements will be constructed in a timely and workmanlike manner.

Section 7.2. Assignment and Transfer. Notwithstanding Section 7.1, the City recognizes that Developer, once the Improvements have been constructed, may wish to transfer, assign, or sell the Project or portions thereof to a third party. Developer shall have the right, at any time, to assign and/or the Project to: (i) any affiliate, subsidiary or parent corporation of Developer; (ii) any corporation into which Developer or any such subsidiary, parent or affiliate may merge or be consolidated with; (iii) any corporation or partnership or company that acquires substantially all of the assets of the Developer, and (iv) any individual or entity as to which assignment the City consents in writing provided that the assignee in each of the foregoing circumstances, in writing, assumes all the corporate obligations of Developer under this Agreement. Upon Developer's assignment in accordance with the foregoing, the Developer shall be released from further liability under this Agreement.

ARTICLE VIII EVENTS OF DEFAULT

8.1 Events of Default. The following shall be "Events of Default" under this Agreement and the term "Events of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by Developer or the City to substantially comply with or meet any one of the provisions of this Agreement, including time deadlines as outlined herein.
- (b) Failure by Developer or the City to substantially observe or perform any material covenant, condition, obligation, or Agreement on its part to be observed or performed under this Agreement.
- (c) Failure by Developer to pay any monetary obligation required by this Agreement.

8.2 Remedies for Default.

- (a) Upon the occurrence of an Event of Default for any reason, the non-defaulting party shall give written notice of the Event of Default to the defaulting party specifying in such notice the specific details of such Event of Default and the actions reasonably necessary by the defaulting party to cure such Event of Default. Subject to Unavoidable Delays, if the Event of Default is not cured or waived by the non-defaulting party, or the period for cure extended, within thirty (30) days of said notice (the “Cure Period”), then the parties shall have all rights available at law including the filing of a lawsuit to compel performance by, or to obtain a money judgment against, the defaulting party. Notwithstanding any other applicable law or other reason to extend the Cure Period, the Cure Period shall be extended, if the defaulting party commences actions to cure the Event of Default within such Cure Period and thereafter diligently completes such cure within a reasonable period of time.
- (b) If the Event of Default is the failure to pay or reimburse expenses or monies due under the terms of this Agreement, then the amount claimed shall bear interest at a rate of 6% per annum, until paid in full (unless later agreed or adjudicated not to have been due and owing) from the date the period to cure expires.

8.3 No Remedy Exclusive. No remedy in this Agreement conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

8.4 No Additional Waiver Implied by One Waiver. In the event any provision contained in this Agreement is breached by any party and thereafter waived in writing by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

**ARTICLE IX
REPRESENTATIONS AND WARRANTIES OF CITY**

9.1 Legal Authority. The City represents and warrants to the Developer that it has the power, authority and legal right to perform all of the covenants and obligations required to be entered into or performed by the City, as the case may be, under this Agreement.

9.2 Validity. The City represents to Developer that it is empowered to execute and deliver this Agreement and any other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been and each such document at the time it is executed and delivered will be duly executed and delivered on behalf of the City. When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

9.3 No Conflict. City represents to the Developer that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required to be executed, delivered or acknowledged by City will not violate any applicable statute, rule, regulation, judgment, order or decree of the State of Minnesota or a court having jurisdiction over City or its properties.

9.4 Intentionally Omitted

9.5 Due Approval. The City represents to the Developer that the Preliminary Plat, Final Plat, Project, Construction Plans and this Agreement have been duly approved by the City in accordance with its ordinances and applicable state statutes.

**ARTICLE X
REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

10.1 Legal Authority. Developer represents and warrants to the City that it is the fee owner of the Property and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

10.2 Validity. Developer represents to the City that to the best of Developer's knowledge, this Agreement and all other documents required to be executed and delivered by Developer have been duly and validly authorized, executed and delivered by Developer and will be enforceable against Developer in accordance with their terms.

10.3 No Conflict. Developer represents to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer will not violate any provision of Developer's Articles of Organization, Operating Agreement, or any applicable statute, rule, regulation, judgment, order or decree of the State of Minnesota or a court having jurisdiction over Developer or its properties.

ARTICLE XI INDEMNIFICATION

11.1 Developer Indemnification. Developer shall indemnify and hold the City harmless against and from any and all liabilities, costs, and expenses incurred by the City which may in any manner result from or arise in the course of, out of, or as a result of the negligence of Developer, its agents, successors, assigns, contractors or employees in connection the construction of the Public Improvements-Developer Installed to be dedicated to the City pursuant to this Agreement. Further, Developer shall hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat or subdivision approval and development of the Property, except for any costs or expenses arising from the City's breach of ay representation or warranty made by the City in this Agreement or from the negligence or other wrongful or intentional acts or omissions of the City, it's agents, employees or contractors. Developers shall indemnify the City and its officers and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees.

11.2 City Indemnification. The City shall indemnify and hold the Developer harmless against and from any and all liabilities, costs, and expenses incurred by the Developer which may in any manner result from or arise in the course of, out of, or as a result of the negligence of the City, its agents, successors, assigns, contractors or employees in connection the construction of the Public Improvements-City Installed. The City shall indemnify the Developer and its officers and employees for all costs, damages or expenses that the Developer may pay or incur in consequence of such claims, including attorney's fees.

11.3 Contract of Insurance. Contractors engaged by Developer to perform the work required by this Agreement within the public rights-of-way shall, prior to commencing such work, submit to the City acceptable proof of the following coverages. Further, these certificates contain a provision that coverage afforded under the policies will not be canceled until at least ten days written notice has been given to the City. Developer shall file a Certificate of Insurance provided by Developer's contractors showing the City as additional insured and containing a ten-day notice to the City of cancellation:

- (a) Unemployment and workers' compensation insurance which is in strict compliance with state laws.
- (b) Comprehensive personal and public liability insurance which is not less than \$3,000,000.
- (c) Comprehensive property damage insurance has limits of not less than \$3,000,000.
- (d) Comprehensive automobile liability and property damages insurance for operations of all hired and non-hired motor vehicles of not less than \$1,000,000.
- (e) Fire and extended coverage shall insure against losses and damage to incomplete and completed work, materials or equipment covering the Public Improvements to be dedicated to the City until the same has been accepted by the City.

The coverages identified herein shall remain in force and effect through the expiration of all warranty periods described in this Agreement.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 Clean-up and Property Maintenance. Developer shall be responsible for cleaning up any debris resulting from construction of Improvements by Developer, its contractors, and subcontractors. Developer, through its employees, contractors or agents, agrees to maintain and keep the Property, landscaping, parking lots and other site improvements in a safe, well-kept manner. Developer shall exercise reasonable care to prevent trash, garbage, litter, or other refuse from accumulating on the Property.

12.2 Compliance with Code of Ordinances. Except for variations approved by the City as part of this Agreement, this Agreement and all work and improvements required by this Agreement shall be performed and carried out in strict compliance with and subject to the provision of the City's Code of Ordinances.

12.3 Restrictions on Use. Developer agrees it shall devote, develop and use the Property in accordance with the uses specified in the property covenants and this Agreement. This restriction shall lapse automatically if at any subsequent time, the recorded property covenants lapse, expire, or are otherwise lawfully terminated. The benefits and burdens of this Agreement shall be deemed covenants which run with the land and shall be binding on the successors and assigns of Developer.

12.4 Conflicting Plans. The site plan shall be developed in accordance with the Construction Plans and the conditions stated in this Agreement. In the event of a conflict between the site plan on file with the City and the written terms of this Agreement, the written terms of this Agreement shall control.

12.5 Conflicts of Interest. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Provided, however, that after this Agreement has been signed, a member, official, or employee of the City may have contact and business relations with Developer relating to the Project only if a full disclosure is made to the City Council, and the business relation does not impair the exercise of said member's, official's, or employee's independent judgment on behalf of the City. No member, official, employee, or consultant of the City shall be personally liable to Developer, or any successor of interest, in the event of any default or breach by the City for any amount which may become due to Developer or successor, or on any obligation under the terms of this Agreement.

12.6 Property Taxes. Developer covenants that, so long as Developer is the owner thereof, it shall pay all property taxes duly levied against the Property in accordance with

applicable state law.

12.7 Construction. Any and all damage to completed Improvements, public or private, caused by construction of the Project shall be repaired by the Developer, as reasonably determined by the City Engineer.

12.8 Engagement of Qualified Contractors. Developer agrees to engage a general contractor for all work included in this Agreement who is qualified to perform the work, and who is selected at Developer's sole discretion.

12.9 Temporary Construction Easements. The City shall grant any and all necessary temporary construction easements upon the property owned and controlled by the City ("City Property") required by Developer in order for Developer to construct and install the Improvements. Developer shall, at its sole cost and expense, restore the affected portion of the City's Property to the same condition which existed prior to the commencement of such work. The City warrants that it owns and controls all of the City Property described and Developer's obligation to perform the Improvements shall not require access to any other property owned or otherwise controlled by a third party. Temporary easements may be shown and granted pursuant to one or more recordable easement agreements which, inter alia, identify when such easement shall terminate.

ARTICLE XIII GENERAL PROVISIONS

13.1 Notices and Demands. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered when mailed by certified mail, postage prepaid, return receipt requested, or delivered personally, to the addresses below, or at such other addresses with respect to either such party as that party may, from time to time, designate in writing.

If to Developer: Sherco Construction Inc.
 Attn: Tom Carlisle
 79 Lake Street N
 Forest Lake, MN 55025

If to City: City of East Bethel
 Attn: City Administrator
 2241 221st Avenue NE
 East Bethel, MN 55011

With copy to: Eckberg Lammers, P.C.
 Attn: Jacob Saufley
 1809 Northwestern Avenue
 Stillwater, MN 55082

13.2 Entire Agreement. The entire agreement of the parties has been set forth in this Agreement and there are no representations, warranties or agreements between the parties except

as set forth in this Agreement. Developer agrees that the City, its agents and employees, shall not be liable for any representations, warranties or agreements not contained in this Agreement and that if any such representations, warranties or agreements have been made, they are wholly unauthorized and not binding upon the City. Developer expressly waives any claims for damages or for rescission because of any representations, warranties or agreements made by the City, its agents or employees, other than as contained in this Agreement. All prior agreements, written or oral, concerning the subject matter of this Agreement are cancelled and superseded.

13.3 Modifications in Writing. Neither this Agreement nor any of the provisions of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom such enforcement of the change, waiver, discharge or termination is sought.

13.4 Binding Effect and Assignment. This Agreement shall continue to bind and inure to the benefit of the parties and their respective representatives, heirs, successors and assigns.

13.5 Severability of Provisions. It is intended each provision of this Agreement shall be viewed as separate and divisible, and in the event that any provision shall be held to be invalid, the remaining provisions shall continue to be in full force and effect.

13.6 Governing Law. This Agreement and its construction, interpretation, and enforcement and the rights of the parties shall be determined under, governed by and construed in accordance with the internal laws of the State of Minnesota, without regard to principles of conflict of law. Each of the parties agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated, at the sole option of City, in any court in which the City shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy.

13.7 Waiver of Jury Trial. **THE PARTIES JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES REPRESENTS THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.**

13.8 Additional Representations. Each party acknowledges and agrees it (i) has been given a full and fair opportunity to discuss and negotiate the terms of this Agreement, (ii) understands and fully agrees with the provisions of this Agreement, (iii) has carefully read this Agreement; (iv) a copy of this Agreement was available to them prior to the execution thereof; (v) has been given adequate time in which to execute the Agreement; (vi) knows and understands the provisions of this Agreement; and (vii) has signed this Agreement knowingly and voluntarily.

13.9 Further Acts. Each party to this Agreement agrees to perform any further acts and deliver any documents as may be reasonably necessary to carry out the provisions of this Agreement.

13.10 Recordation. The City may record a copy of this Agreement, or a memorandum

thereof, in the office of land records in and for Anoka County, Minnesota.

13.11 Headings. The headings in this Agreement are included for convenience and reference only and should not be construed a part of this Agreement for any other purpose.

13.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original signature; however, in no event shall the Agreement be deemed fully executed without the signatures of all parties.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

CITY:

CITY OF EAST BETHEL

Ardie Anderson, Mayor

Matt Look, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Ardie Anderson, Mayor and by Matt Look, City Administrator, of the City of East Bethel, a Minnesota municipal corporation, on behalf of the City and pursuant to the authority of the City Council.

Notary Public

EXHIBIT A

Legal Description of the Property

The East Half of the Southeast Quarter of the Northeast Quarter, Section 12, Township 33,
Range 23 West, Anoka County, Minnesota.

EXHIBIT B

Costs

Improvement	City Installed	Developer Installed	Total
Grading, Drainage, and Erosion Control.	-	?	?
Wetland Buffers and Signage	-	-	-
Storm Sewer	-	-	-
Sanitary Sewer	-	-	-
Water	-	-	-
Public Utilities	-	-	-
Sidewalks and Trails	-	-	-
Streets	-	-	-
Street and Traffic Signs	-	-	-
Streetlights	-	-	-
Subdivision Monuments	-	?	?
SUB-TOTAL	\$0.00	-	-
Administrative Fees (8%)	\$0.00	-	-
TOTAL			-

Cliffs Anderson Acres Location Map



-  Parcels
-  City Mask

1 inch equals 558 feet



PRELIMINARY PLAT

~for~ SHERCO CONSTRUCTION
 ~of~ CLIFFS ANDERSON ACRES
 EAST BETHEL, MN

DEVELOPER/OWNER

SHERCO CONSTRUCTION, INC.
 TOM CARLISLE
 79 LAKE STREET N
 FOREST LAKE, MN 55025
 (651)462-1817

EXISTING LEGAL DESCRIPTION

The East Half of the Southeast Quarter of the Northeast Quarter, Section 12, Township 33 North, Range 23 West, Anoka County, Minnesota.

EXISTING ZONING

RR-RURAL RESIDENTIAL
 SNEA OVERLAY DISTRICT

PROPOSED ZONING INFORMATION

PUD-PLANNED UNIT DEVELOPMENT
 MINIMUM LOT WIDTH = 200 FEET
 AT BUILDING SETBACK = 2 ACRES
 MINIMUM LOT AREA = 23,000 S.F.
 MINIMUM BUILDABLE AREA = 23,000 S.F.

DEVELOPMENT DATA

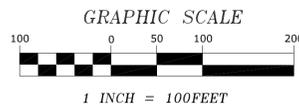
PROPOSED NUMBER OF LOTS = 3 LOTS
 TOTAL PROPERTY AREA = 20.35 ± ACRES
 RIGHT-OF-WAY DEDICATION = 0.91 ± ACRES
 AVERAGE LOT SIZE = 6,48 ± ACRES

VICINITY MAP

PART OF SEC. 12, TWP. 33, RNG. 23



ANOKA COUNTY, MINNESOTA
 (NO SCALE)



NORTH

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET
- ⊙ DENOTES ANOKA COUNTY CAST IRON MONUMENT
- DENOTES EXISTING ELEVATION
- DENOTES FIBER OPTIC BOX
- DENOTES GUY WIRE
- DENOTES POWER POLE
- DENOTES SIGN
- DENOTES SOIL BORING. (BY MARK TRADEWELL)
- DENOTES EXISTING CONTOURS
- DENOTES TREE LINE
- DENOTES OVERHEAD UTILITY
- DENOTES FENCE
- DENOTES BUILDING SETBACK LINE
- DENOTES RESTRICTED ACCESS
- DENOTES BITUMINOUS SURFACE
- DENOTES GRAVEL SURFACE
- DENOTES VEHICLE MAINTENANCE ACCESS ROUTE
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ANOKA COUNTY TAX INFORMATION)
- DENOTES POSSIBLE BUILDING SITE
- DENOTES CONTIGUOUS LAND AREA OCCURRING WITHIN THE PROPERTY LINES OF A PARCEL OR LOT EXCLUDING DRAINAGEWAYS, WETLANDS, WATERCOURSES AND PONDING AREAS, PARK LAND, ROAD RIGHTS-OF-WAY, AND SLOPES IN EXCESS OF 18 PERCENT.

27,986 S.F.

BENCHMARK

BENCHMARK: ANOKA COUNTY BENCHMARK 4012
 ELEVATION: 911.51 (NAVD88)

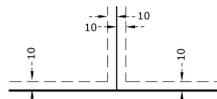
NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 03-10-25.
- Bearings shown are on Anoka County datum.
- Parcel ID Number: 12-33-23-14-0002.
- This survey was prepared with the benefit of title work.
 Issued By: Stewart Title
 Issuing Agent: Ancona Title and Escrow
 Title Commitment Number: 2025-235828
 Commitment Date: February 3, 2025 at 8:00 a.m.
- Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain.), according to Flood Insurance Rate Map Community No. 270012 Panel No. 0210 Suffix E by the Federal Emergency Management Agency, effective date December 16th, 2015.
- Proposed grading and civil information prepared by Plowe Engineering.

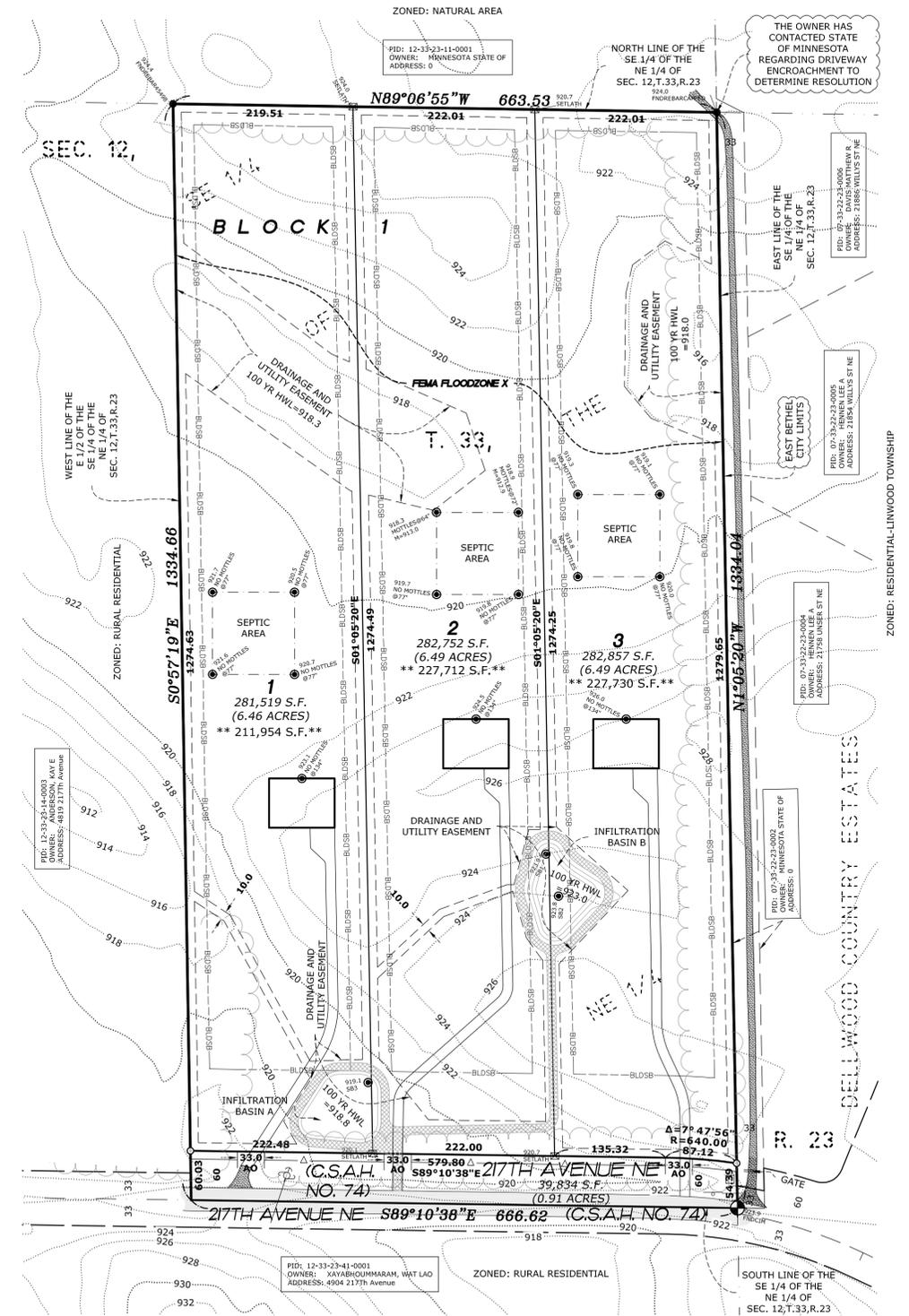
SETBACKS

COUNTY ROAD = 100 FEET
 SIDE YARD = 25 FEET
 REAR YARD = 25 FEET

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET WIDE ON EACH SIDE OF ALL LOT LINES UNLESS OTHERWISE SHOWN ON THIS PLAT.



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON E. RUD
 Date: 10/2/2025 License No. 41578

DRAWN BY: RAF	JOB NO: 250071PP	DATE: 06-25-25
CHECK BY: JER	FIELD CREW: BH/BJ	
1	08-07-25	ADDED FIELD INFO. RAF
2	08-20-25	CITY COMMENTS RAF
3	10-02-25	UPDATED EASEMENTS/VMAS RAF
NO.	DATE	DESCRIPTION BY

E. G. RUD & SONS, INC.
 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel. (651) 361-8200 Fax (651) 361-8701

GENERAL NOTES

1. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.
2. CALL "811" FOR EXISTING UTILITIES LOCATIONS PRIOR TO ANY EXCAVATIONS.
3. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE START OF INSTALLATIONS.
4. INSTALLATIONS SHALL CONFORM TO THE CITY STANDARD SPECIFICATIONS AND DETAIL PLATES (MOST CURRENT EDITION) AND MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (MOST CURRENT EDITION).
5. STORAGE OF MATERIALS OR EQUIPMENT SHALL NOT BE ALLOWED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.
6. NOTIFY CITY OF EAST BETHEL A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
7. ALL ELECTRIC, TELEPHONE, AND GAS EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY.

STORM SEWER NOTES

1. PROPOSED STORM SEWER PIPE SHALL BE:
 - 1.1. CORRUGATED METAL PIPE (DRIVEWAY CULVERTS)
2. FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING STORM SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
3. STORM SEWER LENGTHS INCLUDE THE LAYING LENGTH OF THE FLARED-END SECTION. LAYING LENGTH OF APRON TO BE DEDUCTED FROM PAYMENT LENGTH OF PIPE.
4. TRASH GUARDS ARE NOT REQUIRED FOR CULVERTS.

MISCELLANEOUS NOTES

1. SEPTIC AND WELL DESIGN BY OTHERS.
2. SITE TOPOGRAPHY PROVIDED BY OTHERS.

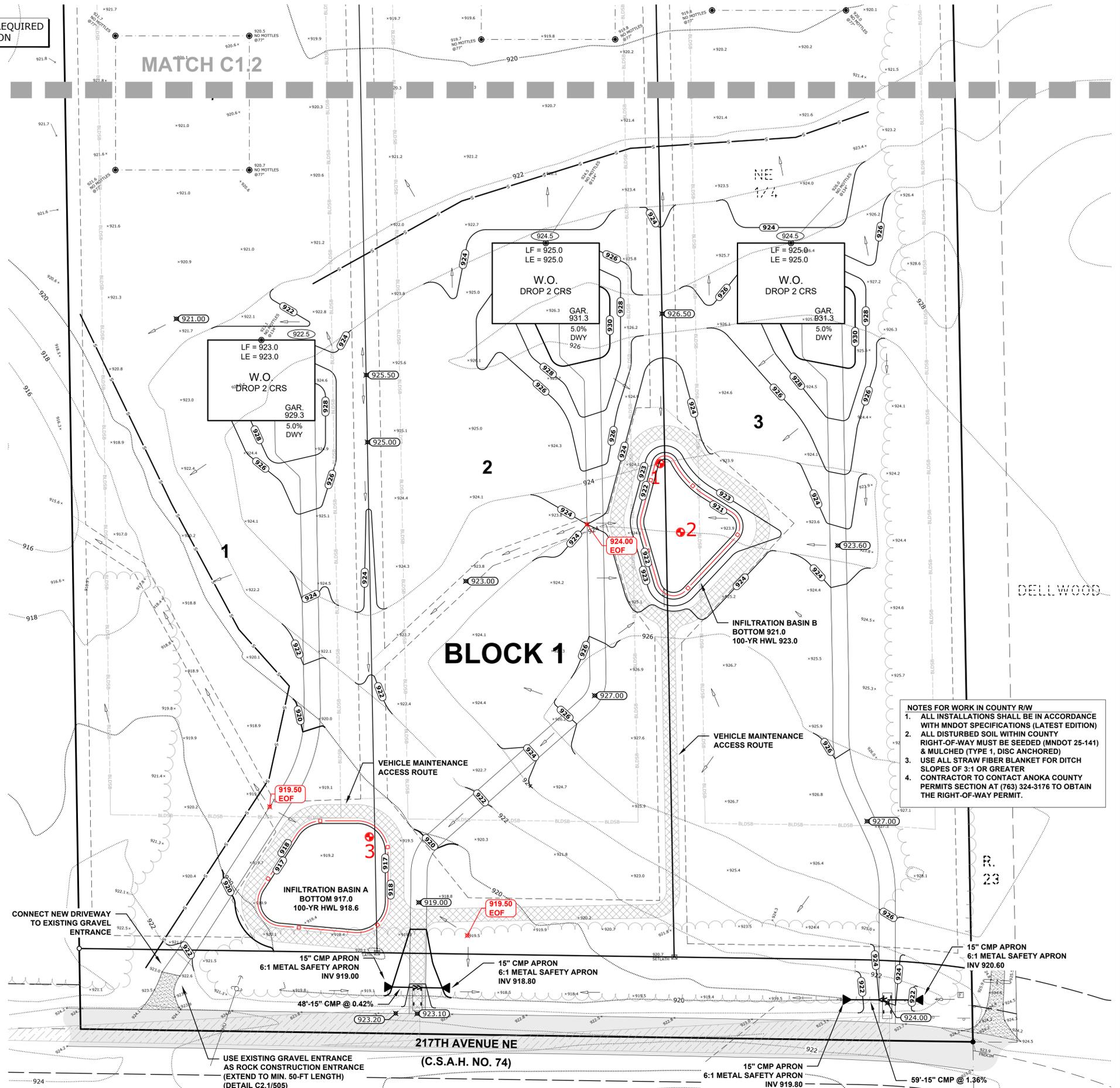
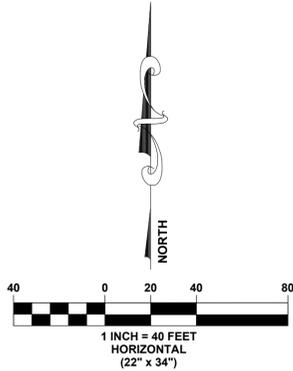
LEGEND

- 911.2 DENOTES EXISTING ELEVATION
- DENOTES EXISTING CONTOURS (SHOWN AT 2 FOOT INTERVAL)
- DENOTES PROPOSED CONTOURS (2 FOOT INTERVAL)
- 917.23 DENOTES PROPOSED SPOT ELEVATION
- DENOTES TEST PIT (TRADEWELL SOIL TESTING, INC.)
- DENOTES SIGN
- DENOTES FIBER OPTIC PEDESTAL
- DENOTES TELEPHONE PEDESTAL
- DENOTES UTILITY POLE
- DENOTES GUY WIRE
- DENOTES EXISTING GRAVEL SURFACE
- DENOTES EXISTING BITUMINOUS SURFACE
- DENOTES PROPOSED SILT FENCE (SEE DETAIL 501/C2.1)
- DENOTES PROPOSED BIOROLLS (SEE DETAIL 503/C2.1)
- DENOTES PROPOSED STORM SEWER PIPE
- ▲ DENOTES PROPOSED STORM SEWER FLARED-END
- △ SIGHT DISTANCE TRIANGLE FOR CLEARING
- △ VEHICLE MAINTENANCE ACCESS (VMA) ROUTE
- TEST PIT (BY TRADEWELL SOIL TESTING)

LOT TABLE

Lot	Block	Lowest Floor Elevation	Low Floor Determining Factor	Lowest Opening	Low Opening Determining Factor	HWL
1	1	923.0	Tradewell Boring #24 No mottles to boring termination at 911.9	923.0	1-foot above EOF for Basin 2 920.0	N/A
2	1	925.0	Tradewell Boring #29 No mottles to boring termination at 913.3	925.0	1-foot above EOF of L2 driveway 924.0	Basin B 923.0
3	1	925.0	Tradewell Boring #34 No mottles to boring termination at 914.8	925.0	1-foot above EOF of L2 driveway 924.0	Basin B 923.0

AN MPCA NPDES CONSTRUCTION PERMIT IS REQUIRED PRIOR TO THE START OF CONSTRUCTION



NOTES FOR WORK IN COUNTY R/W

1. ALL INSTALLATIONS SHALL BE IN ACCORDANCE WITH MNDOT SPECIFICATIONS (LATEST EDITION)
2. ALL DISTURBED SOIL WITHIN COUNTY RIGHT-OF-WAY MUST BE SEEDED (MNDOT 25-141) & MULCHED (TYPE 1, DISC ANCHORED)
3. USE ALL STRAW FIBER BLANKET FOR DITCH SLOPES OF 3:1 OR GREATER
4. CONTRACTOR TO CONTACT ANOKA COUNTY PERMITS SECTION AT (763) 324-3176 TO OBTAIN THE RIGHT-OF-WAY PERMIT.

PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

DRAWN BY:	AG
JOB NO.:	25-2208
CHECK BY:	MOA
DATE:	06/27/25

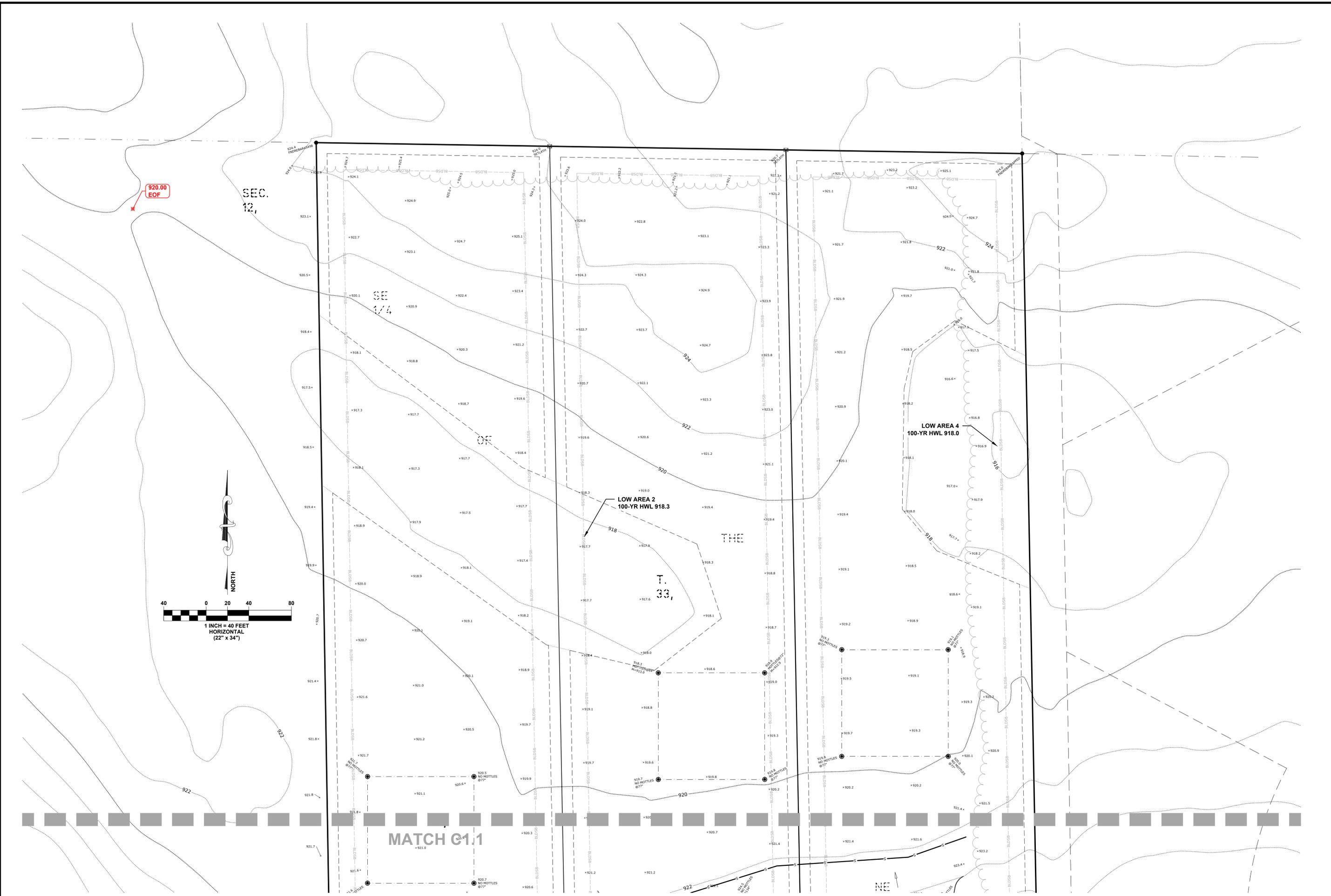
NO.	DATE	DESCRIPTION
1	08.20.25	CITY REVIEW #1
2	10.02.25	VMA'S ADJUSTED
3		
4		
5		
6		
7		
8		

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

Adam Winkel
ADAM WINKEL
Date: 10.02.2025 License No. 43863

CLIFFS ANDERSON ACRES
EAST BETHEL, MN
GRADING, DRAINAGE & ESC PLAN
PREPARED FOR: SHERCO CONSTRUCTION

SHEET
C1.1



DRAWN BY:	AG
JOB NO.:	25-2208
CHECK BY:	MOA
DATE:	08/27/25

NO.	DATE	DESCRIPTION
1	08.20.25	CITY REVIEW #1
2		
3		
4		
5		
6		
7		
8		

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

Adam Winkel
 ADAM WINKEL
 License No. 43863
 Date: 10.02.2025

CLIFFS ANDERSON ACRES
 EAST BETHEL, MN
GRADING, DRAINAGE & ESC PLAN
 PREPARED FOR: SHERCO CONSTRUCTION

SHEET
C1.2

- 4.1 TERMINATION OF COVERAGE. [MINN. R. 7090]
- 4.2 PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER ALL TERMINATION CONDITIONS LISTED IN SECTION 13 ARE COMPLETE. [MINN. R. 7090]
- 4.3 PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER SELLING OR OTHERWISE LEGALLY TRANSFERRING THE ENTIRE SITE, INCLUDING PERMIT RESPONSIBILITY FOR ROADS (E.G., STREET SWEEPING) AND STORMWATER INFRASTRUCTURE FINAL CLEAN OUT, OR TRANSFERRING PORTIONS OF A SITE TO ANOTHER PARTY. THE PERMITTEES' COVERAGE UNDER THIS PERMIT TERMINATES AT MIDNIGHT ON THE SUBMISSION DATE OF THE NOT. [MINN. R. 7090]
- 4.4 PERMITTEES MAY TERMINATE PERMIT COVERAGE PRIOR TO COMPLETION OF ALL CONSTRUCTION ACTIVITY IF THEY MEET ALL OF THE FOLLOWING CONDITIONS:
- A. CONSTRUCTION ACTIVITY HAS CEASED FOR AT LEAST 90 DAYS; AND
 - B. AT LEAST 90 PERCENT (BY AREA) OF ALL ORIGINALLY PROPOSED CONSTRUCTION ACTIVITY HAS BEEN COMPLETED AND PERMANENT COVER HAS BEEN ESTABLISHED ON THOSE AREAS; AND
 - C. ON AREAS WHERE CONSTRUCTION ACTIVITY IS NOT COMPLETE, PERMANENT COVER HAS BEEN ESTABLISHED; AND
 - D. THE SITE COMPLIES WITH ITEM 13.3 THROUGH 13.7.

AFTER PERMIT COVERAGE IS TERMINATED UNDER THIS ITEM, ANY SUBSEQUENT DEVELOPMENT ON THE REMAINING PORTIONS OF THE SITE WILL REQUIRE PERMIT COVERAGE IF THE SUBSEQUENT DEVELOPMENT ITSELF OR AS PART OF THE REMAINING COMMON PLAN OF DEVELOPMENT OR SALE WILL RESULT IN LAND DISTURBING ACTIVITIES OF ONE (1) OR MORE ACRES IN SIZE. [MINN. R. 7090]

- 4.5 PERMITTEES MAY TERMINATE COVERAGE UPON MPCA APPROVAL AFTER SUBMITTING INFORMATION DOCUMENTING THE OWNER CANCELED THE PROJECT. [MINN. R. 7090]

6.1 SWPPP AMENDMENTS. [MINN. R. 7090]

- 6.2 ONE OF THE INDIVIDUALS DESCRIBED IN ITEM 21.2.A OR ITEM 21.2.B OR ANOTHER QUALIFIED INDIVIDUAL MUST COMPLETE ALL SWPPP CHANGES, CHANGES INVOLVING THE USE OF A LESS STRINGENT BMP MUST INCLUDE A JUSTIFICATION DESCRIBING HOW THE REPLACEMENT BMP IS EFFECTIVE FOR THE SITE CHARACTERISTICS. [MINN. R. 7090]
- 6.3 PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMPs AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS HAVING A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER. [MINN. R. 7090]
- 6.4 PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMPs AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER INSPECTIONS BY THE SITE OWNER OR OPERATOR, USEPA OR MPCA OFFICIALS INDICATE THE SWPPP IS NOT EFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER OR THE DISCHARGES ARE CAUSING WATER QUALITY STANDARD EXCEEDANCES (E.G., NUISANCE CONDITIONS AS DEFINED IN MINN. R. 7050.0210, SUBP. 2) OR THE SWPPP IS NOT CONSISTENT WITH THE OBJECTIVES OF A USEPA APPROVED TMDL. [MINN. R. 7050.0210]

7.1 BMP SELECTION AND INSTALLATION. [MINN. R. 7090]

- 7.2 PERMITTEES MUST SELECT, INSTALL, AND MAINTAIN THE BMPs IDENTIFIED IN THE SWPPP AND IN THIS PERMIT IN AN APPROPRIATE AND FUNCTIONAL MANNER AND IN ACCORDANCE WITH RELEVANT MANUFACTURER SPECIFICATIONS AND ACCEPTED ENGINEERING PRACTICES. [MINN. R. 7090]

8.1 EROSION PREVENTION PRACTICES. [MINN. R. 7090]

- 8.2 BEFORE WORK BEGINS, PERMITTEES MUST DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED. [MINN. R. 7090]
- 8.3 PERMITTEES MUST MINIMIZE THE NEED FOR DISTURBANCE OF PORTIONS OF THE PROJECT WITH STEEP SLOPES. WHEN STEEP SLOPES MUST BE DISTURBED, PERMITTEES MUST USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., SLOPE DRAINING AND TERRACING). [MINN. R. 7090]
- 8.4 PERMITTEES MUST STABILIZE ALL EXPOSED SOIL AREAS, INCLUDING STOCKPILES. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION. STABILIZATION OF PERMANENTLY CEASED OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 14 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY HAS CEASED. STABILIZATION IS NOT REQUIRED ON CONSTRUCTION COMPACTED SURFACES, PARKING LOTS AND SIMILAR SURFACES. STABILIZATION IS NOT REQUIRED ON TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY ORGANIC COMPONENTS (E.G., CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) BUT PERMITTEES MUST PROVIDE SEDIMENT CONTROLS AT THE BASE OF THE STOCKPILE. [MINN. R. 7090]

- 8.5 FOR PUBLIC WATERS THAT THE MINNESOTA DNR HAS PROHIBITED "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH SPAWNING TIME FRAMES, PERMITTEES MUST COMPLETE STABILIZATION OF ALL EXPOSED SOIL AREAS WITHIN 200 FEET OF THE WATER'S EDGE, AND THAT DRAIN TO THESE WATERS, WITHIN 24 HOURS DURING THE RESTRICTION PERIOD. [MINN. R. 7090]

- 8.6 PERMITTEES MUST STABILIZE THE NORMAL WETTED PERIMETER OF THE LAST 200 LINEAR FEET OF TEMPORARY OR PERMANENT DRAINAGE DITCHES OR SWALES THAT DRAIN WATER FROM THE SITE WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER OR PERMANENT DRAINAGE DITCHES OR SWALES. PERMITTEES MUST STABILIZE PERMANENT PORTIONS OF TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 14 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE AND CONSTRUCTION IN THAT PORTION OF THE DITCH TEMPORARILY OR PERMANENTLY CEASES. [MINN. R. 7090]

- 8.7 TEMPORARY OR PERMANENT DITCHES OR SWALES BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION (WHICH PROXIMITY DESIGNATED AREAS ARE NOT TO BE DISTURBED) MUST BE STABILIZED. PERMITTEES MUST STABILIZE THESE AREAS WITHIN 24 HOURS AFTER THEIR USE AS A SEDIMENT CONTAINMENT SYSTEM CEASES. [MINN. R. 7090]

- 8.8 PERMITTEES MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES WITHIN ANY PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH A CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT. [MINN. R. 7090]

- 8.9 PERMITTEES MUST PROVIDE TEMPORARY OR PERMANENT ENERGY DISSIPATION AT ALL PIPE OUTLETS WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER OR PERMANENT STORMWATER TREATMENT SYSTEM. [MINN. R. 7090]

- 8.10 PERMITTEES MUST NOT DISTURB MORE LAND (I.E., PHASING) THAN CAN BE EFFECTIVELY INSPECTED AND MAINTAINED IN ACCORDANCE WITH SECTION 11. [MINN. R. 7090]

9.1 SEDIMENT CONTROL PRACTICES. [MINN. R. 7090]

- 9.2 PERMITTEES MUST ESTABLISH SEDIMENT CONTROL BMPs ON ALL DOWNGRADED PERIMETERS OF THE SITE AND DOWNGRADED AREAS OF THE SITE THAT DRAIN TO ANY SURFACE WATER, INCLUDING CURB AND GUTTER SYSTEMS. PERMITTEES MUST LOCATE SEDIMENT CONTROL PRACTICES UPGRADIENT OF ANY BUFFER ZONES. PERMITTEES MUST INSTALL SEDIMENT CONTROL PRACTICES BEFORE ANY UPGRADED LAND-DISTURBING ACTIVITIES BEGIN AND MUST KEEP THE SEDIMENT CONTROL PRACTICES IN PLACE UNTIL THEY ESTABLISH PERMANENT COVER. [MINN. R. 7090]

- 9.3 IF DOWNGRADED SEDIMENT CONTROLS ARE OVERLOADED, BASED ON FREQUENT FAILURE OR EXCESSIVE MAINTENANCE REQUIREMENTS, PERMITTEES MUST INSTALL ADDITIONAL UPGRADED SEDIMENT CONTROL PRACTICES OR REDUNDANT BMPs TO ELIMINATE THE OVERLOADING AND AMEND THE SWPPP TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN ITEM 6.3. [MINN. R. 7090]

- 9.4 TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS DESIGNED AS PART OF A SEDIMENT CONTAINMENT SYSTEM (E.G., DITCHES WITH BEDROCK CHECK DAMS) REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS. [MINN. R. 7090]

- 9.5 A FLOATING SILT CURTAIN PLACED IN THE WATER IS NOT A SEDIMENT CONTROL BMP TO SATISFY ITEM 9.2 EXCEPT WHEN WORKING ON A SHORELINE OR BELOW THE WATERLINE. IMMEDIATELY AFTER THE SHORT TERM CONSTRUCTION ACTIVITY (E.G., INSTALLATION OF A RAMP ALONG THE SHORELINE) IN THAT AREA IS COMPLETE, PERMITTEES MUST INSTALL AN EROSION PREVENTION CONTROL TO PREVENT SOIL FROM DRIVING INTO THE SURFACE WATER. [MINN. R. 7090]

- 9.6 PERMITTEES MUST RE-INSTALL ALL SEDIMENT CONTROL PRACTICES ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES, IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY IS COMPLETED. PERMITTEES MUST RE-INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE. [MINN. R. 7090]

- 9.7 PERMITTEES MUST PROTECT ALL STORM DRAIN INLETS USING APPROPRIATE BMPs DURING CONSTRUCTION UNTIL THEY ESTABLISH PERMANENT COVER ON ALL AREAS WITH POTENTIAL FOR DISCHARGING TO THE INLET. [MINN. R. 7090]

- 9.8 PERMITTEES MAY REMOVE INLET PROTECTION FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (E.G. STREET FLOODING/FREEZING) IS IDENTIFIED BY THE PERMITTEES OR THE JURISDICTIONAL AUTHORITY (E.G., CITY/COUNTY/TOWNSHIP/MINNESOTA DEPARTMENT OF TRANSPORTATION ENGINEER). PERMITTEES MUST DOCUMENT THE NEED FOR REMOVAL IN THE SWPPP. [MINN. R. 7090]

- 9.9 PERMITTEES MUST PROVIDE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AT THE BASE OF STOCKPILES ON THE DOWNGRADED PERIMETER. [MINN. R. 7090]

- 9.10 PERMITTEES MUST LOCATE STOCKPILES OUTSIDE OF NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER. [MINN. R. 7090]

- 9.11 PERMITTEES MUST INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE OR ONTO PAVED ROADS WITHIN THE SITE. [MINN. R. 7090]

- 9.12 PERMITTEES MUST USE STEEL SWEEPERS IF VEHICLE TRACKING BMPs ARE NOT ADEQUATE TO PREVENT SEDIMENT TRACKING ONTO THE STREET. [MINN. R. 7090]

- 9.13 PERMITTEES MUST INSTALL TEMPORARY SEDIMENT BASINS AS REQUIRED IN SECTION 14. [MINN. R. 7090]

- 9.14 IN ANY AREAS OF THE SITE WHERE FINAL VEGETATIVE STABILIZATION WILL OCCUR, PERMITTEES MUST RESTRICT VEHICLE AND EQUIPMENT USE TO MINIMIZE SOIL COMPACTION. [MINN. R. 7090]

- 9.15 PERMITTEES MUST PRESERVE TOPSOIL ON THE SITE, UNLESS INFEASIBLE. [MINN. R. 7090]

- 9.16 PERMITTEES MUST DIRECT DISCHARGES FROM BMPs TO VEGETATED AREAS UNLESS INFEASIBLE. [MINN. R. 7090]

- 9.17 PERMITTEES MUST PRESERVE A 50 FOOT NATURAL BUFFER OR, IF A BUFFER IS INFEASIBLE ON THE SITE, PROVIDE REDUNDANT (DOUBLE) PERIMETER SEDIMENT CONTROLS WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECT'S EARTH DISTURBANCES AND STORMWATER FLOWS TO THE SURFACE WATER. PERMITTEES MUST INSTALL PERIMETER SEDIMENT CONTROLS AT LEAST 5 FEET APART UNLESS LIMITED BY LACK OF AVAILABLE SPACE. NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JUDICIAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCE CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS. IF PRESERVING THE BUFFER IS INFEASIBLE, PERMITTEES MUST DOCUMENT THE REASONS IN THE SWPPP. SILENT PILING IS A REDUNDANT PERIMETER CONTROL IF INSTALLED IN A MANNER THAT RETAINS ALL STORMWATER. [MINN. R. 7090]

- 9.18 PERMITTEES MUST USE POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES, DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATIONS PROVIDED BY THE MANUFACTURER OR SUPPLIER. THE PERMITTEES MUST USE CONVENTIONAL EROSION AND SEDIMENT CONTROLS PRIOR TO CHEMICAL ADDITION AND MUST DIRECT TREATED STORMWATER TO A SEDIMENT CONTROL SYSTEM FOR ULTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE. [MINN. R. 7090]

10.1 DEWATERING AND BASIN DRAINING. [MINN. R. 7090]

- 10.2 PERMITTEES MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING OR BASIN DRAINING (E.G., PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) TO A TEMPORARY OR PERMANENT SEDIMENT BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. PERMITTEES MAY DEWATER TO SURFACE WATERS IF THEY VISUALLY CHECK TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2) WILL ENSURE PROTECTION OF THE SURFACE WATER. IF DEWATERING OR BASIN DRAINING ACTIVITIES IN A MANNER THAT DOES NOT CAUSE EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR INUNDATION OF WETLANDS IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS THAT CAUSES SIGNIFICANT ADVERSE IMPACT TO THE WETLAND. [MINN. R. 7050.0210]

- 10.3 IF PERMITTEES MUST DISCHARGE WATER CONTAINING OIL OR GREASE, THEY MUST USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE (E.G., CARTRIDGE FILTERS, ABSORBENTS PADS) PRIOR TO DISCHARGE. [MINN. R. 7090]
- 10.4 PERMITTEES MUST DESIGN THE TREATMENT OF WATERS FROM EROSION OR TRACKED SEDIMENT FROM VEHICLES WITHIN THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION, OR INCORPORATE THE BACKWASH WATER TO A SEDIMENTATION BASIN PRIOR TO ENTERING A SURFACE WATER, PERMITTEES MUST TREAT IT WITH APPROPRIATE BMPs SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE SURFACE WATER OR DOWNSTREAM PROPERTIES. [MINN. R. 7050.0210]

- 10.5 IF PERMITTEES USE FILTERS WITH BACKWASH WATER, THEY MUST HAUL THE BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION. [MINN. R. 7090]

11.1 INSPECTIONS AND MAINTENANCE. [MINN. R. 7090]

- 11.2 PERMITTEES MUST ENSURE A TRAINED PERSON, AS IDENTIFIED IN ITEM 21.2.B, WILL INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 1/2 INCH IN 24 HOURS. [MINN. R. 7090]

- 11.3 PERMITTEES MUST INSPECT AND MAINTAIN ALL PERMANENT STORMWATER TREATMENT BMPs. [MINN. R. 7090]

- 11.4 PERMITTEES MUST INSPECT ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPs AND POLLUTION PREVENTION MANAGEMENT MEASURES TO ENSURE INTEGRITY AND EFFECTIVENESS. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL NONFUNCTIONAL BMPs WITH FUNCTIONAL BMPs BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY UNLESS ANOTHER TIME FRAME IS SPECIFIED IN ITEMS 11.5 OR 11.6. PERMITTEES MAY TAKE ADDITIONAL TIME IF FIELD CONDITIONS PREVENT ACCESS TO THE AREA. [MINN. R. 7090]

- 11.5 DURING EACH INSPECTION, PERMITTEES MUST INSPECT SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS BUT NOT CURB AND GUTTER SYSTEMS, FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. PERMITTEES MUST REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS, INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS AND RESTABILIZE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. PERMITTEES MUST COMPLETE REMOVAL AND STABILIZATION WITHIN SEVEN (7) CALENDAR DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. PERMITTEES MUST USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF OBTAINING ACCESS. PER IN THE IMMEDIATE VICINITY OF CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK IN SURFACE WATERS. [MINN. R. 7090]

- 11.6 PERMITTEES MUST INSPECT CONSTRUCTION SITE VEHICLE EXIT LOCATIONS, STREETS AND CURB AND GUTTER SYSTEMS WITHIN AND ADJACENT TO THE PROJECT FOR SEDIMENTATION FROM EROSION OR TRACKED SEDIMENT FROM VEHICLES. PERMITTEES MUST REMOVE SEDIMENT FROM ALL PAVED SURFACES WITHIN ONE (1) CALENDAR DAY OF DISCOVERY OR, IF APPLICABLE, WITHIN A SHORTER TIME TO AVOID A SAFETY HAZARD TO USERS OF PUBLIC STREETS. [MINN. R. 7090]

- 11.7 PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL PERIMETER CONTROL DEVICES WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE DEVICE. [MINN. R. 7090]

- 11.8 PERMITTEES MUST DRAIN TEMPORARY AND PERMANENT SEDIMENTATION BASINS AND REMOVE THE SEDIMENT WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES 1/2 THE STORAGE VOLUME. [MINN. R. 7090]

- 11.9 PERMITTEES MUST ENSURE THAT AT LEAST ONE INDIVIDUAL PRESENT ON THE SITE (OR AVAILABLE TO THE PROJECT SITE IN THREE (3) CALENDAR DAYS) IS TRAINED IN THE JOB DUTIES DESCRIBED IN ITEM 21.2.B. [MINN. R. 7090]

- 11.10 PERMITTEES MAY ADJUST THE INSPECTION SCHEDULE DESCRIBED IN ITEM 11.2 AS FOLLOWS:

- A. INSPECTIONS OF AREAS WITH PERMANENT COVER CAN BE REDUCED TO ONCE PER MONTH, EVEN IF CONSTRUCTION ACTIVITY CONTINUES ON OTHER PORTIONS OF THE SITE; OR
 - B. WHERE SITES HAVE PERMANENT COVER ON ALL EXPOSED SOIL AND NO CONSTRUCTION ACTIVITY IS OCCURRING ANYWHERE ON THE SITE, INSPECTIONS CAN BE REDUCED TO ONCE PER MONTH AND, AFTER 12 MONTHS, MAY BE SUSPENDED COMPLETELY UNTIL CONSTRUCTION ACTIVITY RESUMES. THE MPCA MAY REQUIRE INSPECTIONS TO RESUME IF CONDITIONS WARRANT; OR
 - C. WHERE CONSTRUCTION ACTIVITY HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, INSPECTIONS MAY BE SUSPENDED. INSPECTIONS MUST RESUME WITHIN 24 HOURS OF RUNOFF OCCURRING, OR UPON RESUMING CONSTRUCTION, WHICHEVER COMES FIRST. [MINN. R. 7090]
- 11.11 PERMITTEES MUST RECORD ALL INSPECTIONS AND MAINTENANCE ACTIVITIES WITHIN 24 HOURS OF BEING CONDUCTED AND THESE RECORDS MUST BE RETAINED WITH THE SWPPP. THESE RECORDS MUST INCLUDE:
- A. DATE AND TIME OF INSPECTIONS; AND
 - B. NAME OF PERSONS CONDUCTING INSPECTIONS; AND
 - C. ACCURATE FINDINGS OF INSPECTIONS, INCLUDING THE SPECIFIC LOCATION WHERE CORRECTIVE ACTIONS ARE NEEDED; AND
 - D. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES); AND
 - E. DATE OF ALL RAINFALL EVENTS GREATER THAN 1/2 INCHES IN 24 HOURS, AND THE AMOUNT OF RAINFALL FOR EACH EVENT. PERMITTEES MUST OBTAIN RAINFALL AMOUNTS BY EITHER A PROPERLY MAINTAINED RAIN GAUGE INSTALLED ONSITE, A WEATHER STATION THAT IS WITHIN ONE (1) MILE OF YOUR LOCATION, OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES; AND
 - F. IF PERMITTEES OBSERVE A DISCHARGE DURING THE INSPECTION, THEY MUST RECORD AND SHOULD PHOTOGRAPH AND DESCRIBE THE LOCATION OF THE DISCHARGE (I.E., COLOR, ODOR, SETTLED OR SUSPENDED SOLIDS, OIL SHEEN, AND OTHER OBVIOUS INDICATORS OF POLLUTANTS); AND
 - G. ANY AMENDMENTS TO THE SWPPP PROPOSED AS A RESULT OF THE INSPECTION MUST BE DOCUMENTED AS REQUIRED IN SECTION 6 WITHIN SEVEN (7) CALENDAR DAYS. [MINN. R. 7090]

12.1 POLLUTION PREVENTION MANAGEMENT MEASURES. [MINN. R. 7090]

- 12.2 PERMITTEES MUST PLACE BUILDING PRODUCTS AND LANDSCAPE MATERIALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER. PERMITTEES ARE NOT REQUIRED TO COVER OR PROTECT PRODUCTS WHICH ARE EITHER NOT A SOURCE OF CONTAMINATION TO STORMWATER OR ARE DESIGNED TO STORMWATER. [MINN. R. 7090]

- 12.3 PERMITTEES MUST PLACE PESTICIDES, FERTILIZERS AND TREATMENT CHEMICALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER. [MINN. R. 7090]

- 12.4 PERMITTEES MUST STORE HAZARDOUS MATERIALS AND TOXIC WASTE, (INCLUDING OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRODUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS) IN SECURED CONTAINERS TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MATERIALS MUST BE IN COMPLIANCE WITH MINN. R. CH. 7045 INCLUDING SECONDARY CONTAINMENT AS APPLICABLE. [MINN. R. 7090]

- 12.5 PERMITTEES MUST PROPERLY STORE, COLLECT AND DISPOSE SOLID WASTE IN COMPLIANCE WITH MINN. R. CH. 7035. [MINN. R. 7035]

- 12.6 PERMITTEES MUST POSITION PORTABLE TOILETS SO THEY ARE SECURE AND WILL NOT TIP OR BE KNOCKED OVER. PERMITTEES MUST PROPERLY DISPOSE SANITARY WASTE IN ACCORDANCE WITH MINN. R. CH. 7041. [MINN. R. 7041]

- 12.7 PERMITTEES MUST TAKE REASONABLE STEPS TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS, INCLUDING FUEL, FROM ANY AREA WHERE CHEMICALS OR FUEL WILL BE LOADED OR UNLOADED INCLUDING THE USE OF DRIP PANS OR ABSORBENTS UNLESS INFEASIBLE. PERMITTEES MUST ENSURE ADEQUATE SUPPLIES ARE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS AND THAT AN APPROPRIATE DISPOSAL METHOD IS AVAILABLE FOR RECOVERED SPILLED MATERIALS. PERMITTEES MUST REPORT AND CLEAN UP SPILLS IMMEDIATELY AS REQUIRED BY MINN. STAT. 115.061, USING DRY CLEAN UP MEASURES WHERE POSSIBLE. [MINN. STAT. 115.061]

- 12.8 PERMITTEES MUST LIMIT VEHICLE EXTERIOR WASHING AND EQUIPMENT TO A DEFINED AREA OF THE SITE. PERMITTEES MUST CONTAIN RUNOFF FROM THE WASHING AREA IN A SEDIMENT BASIN OR OTHER SIMILARLY EFFECTIVE CONTROLS AND MUST DISPOSE WASTE FROM THE WASHOUT ACTIVITY PROPERLY. PERMITTEES MUST PROPERLY USE AND STORE SOAPS, DETERGENTS, OR SOLVENTS. [MINN. R. 7090]

- 12.9 PERMITTEES MUST PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS (E.G., CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS) RELATED TO THE CONSTRUCTION ACTIVITY. PERMITTEES MUST PREVENT LIQUID AND SOLID WASHOUT WASTES FROM COMING IN CONTACT WITH THE SURFACE WATER. PERMITTEES MUST PROPERLY DISPOSE LIQUID AND SOLID WASHOUT WASTES FROM WASHOUT OPERATIONS OR AREAS. PERMITTEES MUST PROPERLY DISPOSE LIQUID AND SOLID WASTES IN COMPLIANCE WITH MPCA RULES. PERMITTEES MUST INSTALL A SIGN INDICATING THE LOCATION OF THE WASHOUT FACILITY. [MINN. R. 7035, MINN. R. 7090]

13.1 PERMIT TERMINATION CONDITIONS. [MINN. R. 7090]

- 13.2 PERMITTEES MUST COMPLETE ALL CONSTRUCTION ACTIVITY AND MUST INSTALL PERMANENT COVER OVER ALL AREAS PRIOR TO SUBMITTING THE NOT. VEGETATIVE COVER MUST CONSIST OF A UNIFORM PERENNIAL VEGETATION WITH A DENSITY OF 70 PERCENT OF ITS EXPECTED FINAL GROWTH. VEGETATION IS NOT REQUIRED WHERE THE FUNCTION OF A SPECIFIC AREA DICATES NO VEGETATION, SUCH AS IMPERVIOUS SURFACES OR THE BASE OF A SAND FILTER. [MINN. R. 7090]

- 13.3 PERMITTEES MUST CLEAN THE PERMANENT STORMWATER TREATMENT SYSTEM OF ANY ACCUMULATED SEDIMENT AND MUST ENSURE THE SYSTEM MEETS ALL APPLICABLE REQUIREMENTS IN SECTION 15 THROUGH 19 AND IS OPERATING AS DESIGNED. [MINN. R. 7090]

- 13.4 PERMITTEES MUST REMOVE ALL SEDIMENT FROM CONVEYANCE SYSTEMS PRIOR TO SUBMITTING THE NOT. [MINN. R. 7090]

- 13.5 PERMITTEES MUST REMOVE ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMPs PRIOR TO SUBMITTING THE NOT. PERMITTEES MAY BE REQUIRED TO DECONSTRUCT ON-SITE BMPs. [MINN. R. 7090]
- 13.6 FOR RESIDENTIAL CONSTRUCTION ONLY, PERMIT COVERAGE TERMINATES ON INDIVIDUAL LOTS IF THE STRUCTURES ARE FINISHED AND TEMPORARY EROSION PREVENTION AND DOWNGRADED PERIMETER CONTROL IS COMPLETE, THE RESIDENCE IS THE HOMEOWNER, AND THE PERMITTEE DISTRIBUTES THE MPCA'S "HOMEOWNER FACT SHEET" TO THE HOMEOWNER. [MINN. R. 7090]

- 13.7 FOR CONSTRUCTION PROJECTS ON AGRICULTURAL LAND (E.G., PIPELINES ACROSS CROPLAND), PERMITTEES MUST RETURN THE DISTURBED LAND TO ITS PRECONSTRUCTION AGRICULTURAL USE PRIOR TO SUBMITTING THE NOT. [MINN. R. 7090]

14.1 TEMPORARY SEDIMENT BASINS. [MINN. R. 7090]

- 14.2 WHERE TEN (10) OR MORE ACRES OF DISTURBED SOIL DRAIN TO A COMMON LOCATION, PERMITTEES MUST PROVIDE A TEMPORARY SEDIMENT BASIN TO PROVIDE TREATMENT OF THE RUNOFF BEFORE IT LEAVES THE CONSTRUCTION SITE OR ENTERS SURFACE WATERS. PERMITTEES MAY CONVERT A TEMPORARY SEDIMENT BASIN TO A PERMANENT BASIN AFTER CONSTRUCTION IS COMPLETE. THE TEMPORARY BASIN IS NOT REQUIRED WHEN PERMIT COVERAGE HAS BEEN REDUCED TO THE ACREAGE OF DISTURBED SOIL LESS THAN TEN (10) ACRES DRAINING TO A COMMON LOCATION. [MINN. R. 7090]

- 14.3 THE TEMPORARY BASIN MUST PROVIDE LIVE STORAGE FOR A CALCULATED VOLUME OF RUNOFF FROM A TWO (2)-YEAR, 24-HOUR STORM FROM EACH ACRE DRAINING TO THE BASIN OR 1,800 CUBIC FEET OF LIVE STORAGE PER ACRE DRAINING, WHICHEVER IS GREATER. [MINN. R. 7090]

- 14.4 WHERE PERMITTEES HAVE NOT CALCULATED THE TWO (2)-YEAR, 24-HOUR STORM RUNOFF AMOUNT, THE TEMPORARY BASIN MUST PROVIDE 3,600 CUBIC FEET OF LIVE STORAGE PER ACRE OF THE BASIN'S DRAINAGE AREA. [MINN. R. 7090]

- 14.5 PERMITTEES MUST DESIGN BASIN OUTLETS TO PREVENT SHORT-CIRCUITING AND THE DISCHARGE OF FLOATING DEBRIS. [MINN. R. 7090]

- 14.6 PERMITTEES MUST DESIGN THE OUTLET STRUCTURE TO WITHDRAW WATER FROM THE SURFACE TO MINIMIZE THE DISCHARGE OF POLLUTANTS. PERMITTEES MAY TEMPORARILY SUSPEND THE USE OF A SURFACE WITHDRAWAL MECHANISM DURING FROZEN CONDITIONS. THE BASIN MUST INCLUDE A STABILIZED EMERGENCY OVEFLOW TO PREVENT FAILURE OF POND INTEGRITY. [MINN. R. 7090]

- 14.7 PERMITTEES MUST PROVIDE ENERGY DISSIPATION FOR THE BASIN OUTLET WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER. [MINN. R. 7090]

- 14.8 PERMITTEES MUST LOCATE TEMPORARY BASINS OUTSIDE OF SURFACE WATERS AND ANY BUFFER ZONE REQUIRED IN ITEM 23.11. [MINN. R. 7090]

- 14.9 PERMITTEES MUST CONSTRUCT THE TEMPORARY BASINS PRIOR TO DISTURBING 10 OR MORE ACRES OF SOIL DRAINING TO A COMMON LOCATION. [MINN. R. 7090]

- 14.10 WHERE A TEMPORARY SEDIMENT BASIN MEETING THE REQUIREMENTS OF ITEM 14.3 THROUGH 14.9 IS INFEASIBLE, PERMITTEES MUST INSTALL EFFECTIVE SEDIMENT CONTROLS SUCH AS SMALLER SEDIMENT BASINS AND/OR SEDIMENT TRAPS, SILT FENCES, VEGETATIVE TRAPS OR OTHER EROSION CONTROL MEASURES AS DICTATED BY INDIVIDUAL BASIN AND SITE CONDITIONS. IN DETERMINING WHETHER INSTALLING A SEDIMENT BASIN IS INFEASIBLE, PERMITTEES MUST CONSIDER PUBLIC SAFETY AND MAY CONSIDER FACTORS SUCH AS SITE SLOPES, GRADE, AND AVAILABLE AREA ON-SITE. PERMITTEES MUST DOCUMENT THIS DETERMINATION OF INFEASIBILITY IN THE SWPPP. [MINN. R. 7090]

15.1 PERMANENT STORMWATER TREATMENT SYSTEM. [MINN. R. 7090]

- 15.2 PERMITTEES MUST DESIGN THE PROJECT SO ALL STORMWATER DISCHARGED FROM THE PROJECT DURING AND AFTER CONSTRUCTION ACTIVITIES DOES NOT CAUSE A VIOLATION OF STATE WATER QUALITY STANDARDS, INCLUDING NUISANCE CONDITIONS, EROSION IN RECEIVING CHANNELS OR ON DOWNSLOPE PROPERTIES, OR A SIGNIFICANT ADVERSE IMPACT TO WETLANDS CAUSED BY INUNDATION OR DECREASE OF FLOW. [MINN. R. 7090]

- 15.3 PERMITTEES MUST DESIGN AND CONSTRUCT A PERMANENT STORMWATER TREATMENT SYSTEM TO TREAT THE WATER QUALITY VOLUME IF THE PROJECT'S ULTIMATE DEVELOPMENT REPLACES VEGETATION AND/OR OTHER PVIOUS SURFACES CREATING A NET INCREASE OF ONE (1) OR MORE ACRES OF CUMULATIVE IMPERVIOUS SURFACE. [MINN. R. 7090]

- 15.4 PERMITTEES MUST CALCULATE THE WATER QUALITY VOLUME AS ONE (1) INCH TIMES THE NET INCREASE OF IMPERVIOUS SURFACES CREATED BY THE PROJECT. [MINN. R. 7090]

- 15.5 PERMITTEES MUST FIRST CONSIDER VOLUME REDUCTION PRACTICES ON-SITE (E.G., INFILTRATION OR OTHER) WHEN DESIGNING THE PERMANENT STORMWATER TREATMENT SYSTEM. IF THIS PERMIT PROHIBITS INFILTRATION AS DESCRIBED IN ITEM 15.14 THROUGH ITEM 16.21, PERMITTEES MAY CONSIDER A WET SEDIMENTATION BASIN, FILTRATION BASIN OR REGIONAL POND. THIS PERMIT DOES NOT CONSIDER WET SEDIMENTATION BASINS AND FILTRATION SYSTEMS TO BE VOLUME REDUCTION PRACTICES. [MINN. R. 7090]

- 15.6 FOR PROJECTS WHERE THE FULL VOLUME REDUCTION REQUIREMENT CANNOT BE MET ON-SITE, (E.G., THE SITE HAS INFILTRATION PROHIBITIONS), PERMITTEES MUST DOCUMENT THE REASONS IN THE SWPPP. [MINN. R. 7090]

- 15.7 PERMITTEES MUST DISCHARGE THE WATER QUALITY VOLUME TO A PERMANENT STORMWATER TREATMENT SYSTEM PRIOR TO DISCHARGE TO A SURFACE WATER, FOR PUBLIC UNDERDRAINS, SWALES WITH IMPERMEABLE CHECK DAMS, AND DRAINAGE SYSTEMS THAT CONVEY STORMWATER TO A PERMANENT STORMWATER TREATMENT SYSTEM. [MINN. R. 7090]

- 15.8 WHERE THE PROXIMITY TO BEDROCK PRECLUDES THE INSTALLATION OF ANY OF THE PERMANENT STORMWATER TREATMENT PRACTICES REQUIRED BY SECTIONS 15 THROUGH 19, PERMITTEES MUST INSTALL OTHER TREATMENT SUCH AS GRASED SWALES, SMALLER PONDS, OR GRIT CHAMBERS, PRIOR TO THE DISCHARGE OF STORMWATER TO SURFACE WATERS. [MINN. R. 7090]

- 15.9 FOR LINEAR PROJECTS WHERE PERMITTEES CANNOT TREAT THE ENTIRE WATER QUALITY VOLUME WITHIN THE EXISTING RIGHT-OF-WAY, PERMITTEES MUST MAKE A REASONABLE ATTEMPT TO OBTAIN ADDITIONAL RIGHT-OF-WAY, EASEMENT OR OTHER PERMISSION FOR STORMWATER TREATMENT DURING THE PROJECT PLANNING PROCESS. DOCUMENTATION OF THESE ATTEMPTS MUST BE SUBMITTED WITH THE SWPPP. PERMITTEES MUST STILL CONSIDER VOLUME REDUCTION PRACTICES FIRST AS DESCRIBED IN ITEM 15.5. IF PERMITTEES CANNOT OBTAIN ADDITIONAL RIGHT-OF-WAY, EASEMENT OR OTHER PERMISSION, THEY MUST MAXIMIZE THE TREATMENT OF THE WATER QUALITY VOLUME PRIOR TO DISCHARGE TO SURFACE WATERS. [MINN. R. 7090]

16.1 INFILTRATION SYSTEMS. [MINN. R. 7090]

- 16.2 INFILTRATION OPTIONS INCLUDE, BUT ARE NOT LIMITED TO: INFILTRATION BASINS, INFILTRATION TRENCHES, RAINWATER GARDENS, BIOMECHANICAL AREAS WITH UNDERDRAINS, SWALES WITH IMPERMEABLE CHECK DAMS, AND NATURAL DEPRESSIONS. IF PERMITTEES UTILIZE AN INFILTRATION SYSTEM TO MEET THE REQUIREMENTS OF THIS PERMIT, THEY MUST INCORPORATE THE DESIGN PARAMETERS IN ITEM 16.

PROJECT NAME
CLIFFS ANDERSON ACRES

PROJECT LOCATION
** NO ASSIGNED ADDRESS **
NORTH SIDE OF 217TH AVE NE
& WEST OF UNSER ST NE
EAST BETHEL, MN 55011
ANOKA COUNTY
LATITUDE: 45.36443
LONGITUDE: -93.14513

DEVELOPER
SHERCO CONSTRUCTION
79 LAKE ST N
FOREST LAKE, MN 55025

CONTACT NAME: TOM CARLISLE
CONTACT PHONE: (651) 462-1817
CONTACT E-MAIL: TOM.CARLISLE@SHERCOHOMEBUILDERS.COM

GENERAL CONTRACTOR
TBD

DOCUMENTATION OF TRAINED INDIVIDUALS

- A. INDIVIDUAL WHO PREPARED THE SWPPP: ADAM GINKEL, PLOWE ENGINEERING, INC. 6776 LAKE DRIVE LINO LAKES MN 55014 (651) 361-8234 adam@plowe.com
B. INDIVIDUAL(S) OVERSEEING IMPLEMENTATION OF, REVISING AND/OR AMENDING THE SWPPP AND INDIVIDUALS PERFORMING INSPECTIONS FOR THE PROJECT. ONE OF THESE INDIVIDUALS MUST BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY THE MPCA. [MINN. R. 7090]
C. INDIVIDUAL(S) PERFORMING OR SUPERVISING THE INSTALLATION, MAINTENANCE AND REPAIR OF BMPS. [MINN. R. 7090]

LONG TERM OPERATION AND MAINTENANCE OF PERMANENT STORMWATER FACILITIES

THE PROPOSED STORMWATER MANAGEMENT FEATURES FOR THIS SITE INCLUDES TWO (2) INFILTRATION BASINS; THESE WILL BE OPERATED AND MAINTAINED BY THE CITY OF EAST BETHEL.

REVEGETATION SPECIFICATIONS

Table with 3 columns: ITEM, MNDOT SPECIFICATION, NOTES. Includes rows for SOD, SEED, TURF ESTABLISHMENT (COMMERCIAL/RESIDENTIAL), TEMPORARY COVER (FALL, SPRING/SUMMER, SOIL-BUILDING, 1-2 YEARS, 2-5 YEARS), MULCH, HYDROMULCH, FERTILIZER, WOOD FIBER BLANKET.

* MOW A MINIMUM OF: RESIDENTIAL TURF - ONCE PER 2 WEEKS COMMERCIAL TURF - ONCE PER 4 WEEKS
** SEEDED AREAS SHALL BE EITHER MULCHED OR COVERED BY FIBROUS BLANKETS TO PROTECT SEEDS AND LIMIT EROSION.

QUANTITIES - ESTIMATED QUANTITIES FOR EROSION AND SEDIMENT CONTROL MEASURES

Table with 3 columns: TYPE, QTY, UNIT. Lists items like SILT FENCE, BIO-ROLLS, RIP-RAP, BIOROLLS, STABILIZED (SODDED) OVERFLOW, EROSION CONTROL BLANKET, SEED & MULCH (GENERAL), SEED & MULCH (INFILTRATION BASIN MIX), ROCK CONSTRUCTION ENTRANCE.

NARRATIVE - TIMING FOR INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES

- 1. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN AND SWPPP MUST BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES.
2. CONTRACTOR SHALL INSTALL SILT FENCE AS SHOWN ON PLAN.
2.1. ADDITIONAL SILT FENCE MAY BE NECESSARY IF LOCAL CONDITIONS REQUIRE.
2.2. THE CONTRACTOR SHALL MAINTAIN SILT FENCE, INCLUDING THE REMOVAL OF ACCUMULATED SEDIMENT, THROUGH COMPLETION OF BUILDING CONSTRUCTION.
2.3. SILT FENCE SHALL REMAIN IN-PLACE UNTIL SITE HAS BEEN STABILIZED.
3. CONTRACTOR SHALL INSTALL A ROCK CONSTRUCTION ENTRANCE AT ALL LOCATIONS WHERE CONSTRUCTION TRAFFIC WILL ENTER/EXIT SITE.
4. CONTRACTOR TO INSTALL TREE PROTECTION FENCING AS APPLICABLE
CONTRACTOR SHALL PERFORM SITE GRADING ON AN AREA-BY-AREA BASIS TO MINIMIZE UNSTABILIZED AREAS.
5.1. CONTRACTOR MUST IMMEDIATELY INITIATE STABILIZATION OF EXPOSED SOIL AREAS, AS DESCRIBED IN ITEM 8.4 OF THE PERMIT, AND COMPLETE THE STABILIZATION WITHIN FOURTEEN (14) CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE TEMPORARILY OR PERMANENTLY CEASES.
5.2. CONTRACTOR TO PROVIDE TEMPORARY SEDIMENTATION BASINS AS REQUIRED IN SECTION 14.1 THROUGH 14.10.
6. CONTRACTOR TO SHALL PAY SPECIAL ATTENTION TO ADJACENT PROPERTY LINES TO ENSURE THE EROSION CONTROL PRACTICES INPLACE IN THOSE AREAS PREVENT MIGRATION OF SEDIMENT ONTO ADJACENT PROPERTIES.
7. ALL EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS OR IMPLEMENTED IN THE FIELD SHALL BE IN ACCORDANCE WITH THE CITY AND NPDES PHASE II PERMIT REQUIREMENTS.
8. CONTRACTOR TO PROVIDE ADDITIONAL SILT FENCE, BIOROLLS, EROSION CONTROL BLANKET, OR OTHER APPROVED EQUAL FOR ANY SLOPES THAT APPEAR TO BE FAILING.
9. CONTRACTOR TO STABILIZE SOIL STOCKPILES; STABILIZATION SHALL BE INITIATED IMMEDIATELY.
10. CONTRACTOR SHALL FINAL GRADE SWALE AREAS UPON STABILIZATION OF UPSTREAM AREAS.
11. CONTRACTOR SHALL BE RESPONSIBLE TO SWEEP/SCRAPE ADJACENT STREETS WHEN MATERIALS OR DEBRIS HAVE WASHED/FLOWED ONTO ADJACENT STREETS OR AS DIRECTED BY CITY.
12. COORDINATE SMALL UTILITIES INSTALLATIONS (GAS, PHONE, ELECTRIC, CABLE, FIBEROPTIC, ETC.) AFTER PAVEMENT INSTALLATION.

SITE IMPERVIOUS AREAS

Table with 3 columns: BEFORE CONSTRUCTION, AFTER CONSTRUCTION. Rows for TOTAL SITE AREA, TOTAL ESTIMATED IMPERVIOUS, TOTAL ESTIMATED PERVIOUS.

TOTAL DISTURBED AREA
~5.04 ACRES

SITE MAP W/ EXISTING AND FINAL GRADES AND DESIGN CALCULATIONS

SEE "STORMWATER DRAINAGE REPORT" FOR EXISTING AND PROPOSED AREA MAPS, DENOTING DRAINAGE AREA BOUNDARIES, DIRECTIONS OF FLOW, AND DISCHARGE POINTS WHERE STORMWATER LEAVES THE SITE.

RECEIVING WATERS WITHIN ONE MILE

Table with 4 columns: NAME OF WATER BODY, TYPE OF WATER BODY, SPECIAL WATER, IMPAIRED WATER. Includes UNNAMED WETLANDS.

THERE ARE NO SPECIAL OR IMPAIRED WATERS WITHIN ONE (1) MILE OF THE PROJECT BOUNDARY.

BUFFER TO SURFACE WATER

IF THE SITE DRAINS TO A SURFACE WATER, IS A 50-FT NATURAL BUFFER ADJACENT TO THE SURFACE WATER PRESERVED?

NOTE: NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JUDICIAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCE CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS.

A) THERE ARE NO SURFACE WATERS WITHIN 50-FT OF THE PLAT BOUNDARY.

TEMPORARY SEDIMENTATION BASINS

IF TEN (10) OR MORE ACRES OF DISTURBED SOIL DRAIN TO A COMMON LOCATION, IS A TEMPORARY SEDIMENT BASIN PROVIDED FOR TREATMENT OF THE RUNOFF BEFORE IT LEAVES THE CONSTRUCTION SITE OR ENTERS SURFACE WATERS?

A) TOTAL DISTURBED AREA IS LESS THAN 10 ACRES SO TEMPORARY SEDIMENTATION BASINS ARE NOT ANTICIPATED.

INFILTRATION FEASIBILITY

ARE THERE ANY INFILTRATION RESTRICTIONS FOR THE SITE (SEE 16.14 THROUGH 16.2)?

A) THE SITE HAS ZIMMERMAN SOILS, WHICH ARE SUITABLE FOR INFILTRATION.

ADDITIONAL STORMWATER MITIGATION MEASURES

- ARE THERE ANY STORMWATER MITIGATION MEASURES PER: ENVIRONMENTAL REVIEW DOCUMENT? ENDANGERED SPECIES REVIEW? ARCHAEOLOGICAL REVIEW? OTHER LOCAL, STATE OR FEDERAL REVIEW?

IF YES TO ANY OF THE ABOVE, DESCRIBE THE MITIGATION MEASURES. FOR PURPOSES OF THIS PERMIT, MITIGATION MEASURES MEANS ACTIONS NECESSARY TO AVOID, MINIMIZE, OR MITIGATE FOR IMPACTS RELATED TO EROSION PREVENTION, SEDIMENT CONTROL, THE PERMANENT STORMWATER TREATMENT SYSTEM, POLLUTION PREVENTION MANAGEMENT MEASURES AND DISCHARGES ASSOCIATED WITH THE PROJECT'S CONSTRUCTION ACTIVITY. [MINN. R. 7090]

"BEST MANAGEMENT PRACTICES (BMPS)" MEANS THE MOST EFFECTIVE AND PRACTICABLE MEANS OF EROSION PREVENTION AND SEDIMENT CONTROL, AND WATER QUALITY MANAGEMENT PRACTICES THAT ARE THE MOST EFFECTIVE AND PRACTICABLE MEANS OF TO CONTROL, PREVENT, AND MINIMIZE DEGRADATION OF SURFACE WATER, INCLUDING AVOIDANCE OF IMPACTS, CONSTRUCTION-PHASING, MINIMIZING THE LENGTH OF TIME SOIL AREAS ARE EXPOSED, PROHIBITIONS, POLLUTION PREVENTION THROUGH GOOD HOUSEKEEPING, AND OTHER MANAGEMENT PRACTICES PUBLISHED BY STATE OR DESIGNATED AREA-WIDE PLANNING AGENCIES. [MINN. R. 7090]

"CONSTRUCTION ACTIVITY" MEANS ACTIVITIES INCLUDING CLEARING, GRADING, AND EXCAVATING, THAT RESULT IN LAND DISTURBANCE OF EQUAL TO OR GREATER THAN ONE ACRE, INCLUDING THE DISTURBANCE OF LESS THAN ONE ACRE OF TOTAL LAND AREA THAT IS PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE IF THE LARGER COMMON PLAN WILL ULTIMATELY DISTURB EQUAL TO OR GREATER THAN ONE ACRE. THIS INCLUDES A DISTURBANCE TO THE LAND THAT RESULTS IN A CHANGE IN THE TOPOGRAPHY, EXISTING SOIL COVER, BOTH VEGETATIVE AND NONVEGETATIVE, OR THE EXISTING SOIL TOPOGRAPHY THAT MAY RESULT IN ACCELERATED STORMWATER RUNOFF THAT MAY LEAD TO SOIL EROSION AND MOVEMENT OF SEDIMENT. CONSTRUCTION ACTIVITY DOES NOT INCLUDE A DISTURBANCE TO THE LAND OF LESS THAN FIVE ACRES FOR THE PURPOSE OF ROUTINE MAINTENANCE PERFORMED TO MAINTAIN THE ORIGINAL LINE AND GRADE, HYDRAULIC CAPACITY, AND ORIGINAL PURPOSE OF THE FACILITY. ROUTINE MAINTENANCE DOES NOT INCLUDE ACTIVITIES SUCH AS REPAIRS, REPLACEMENT AND OTHER TYPES OF NON-ROUTINE MAINTENANCE. PAVEMENT REHABILITATION THAT DOES NOT DISTURB THE UNDERLYING SOILS (E.G., MILL AND OVERLAY PROJECTS) IS NOT CONSTRUCTION ACTIVITY. [MINN. R. 7090]

"DEWATERING" MEANS THE REMOVAL OF SURFACE OR GROUND WATER TO DRY AND/OR SOLIDIFY A CONSTRUCTION SITE TO ENABLE CONSTRUCTION ACTIVITY. DEWATERING MAY REQUIRE A MINNESOTA DEPARTMENT OF NATURAL RESOURCES WATER APPROPRIATION PERMIT AND, IF DEWATERING WATER IS CONTAMINATED, DISCHARGE OF SUCH WATER MAY REQUIRE AN INDIVIDUAL MPCA NPDES/SDS PERMIT. [MINN. R. 7090]

"EROSION PREVENTION" MEANS MEASURES EMPLOYED TO PREVENT EROSION SUCH AS SOIL STABILIZATION PRACTICES, PERMANENT COVER OR CONSTRUCTION PHASING. [MINN. R. 7090]

"GENERAL CONTRACTOR" MEANS THE PARTY WHO SIGNS THE CONSTRUCTION CONTRACT WITH THE OWNER TO CONSTRUCT THE ENTIRE PROJECT DESCRIBED IN THE FINAL PLANS AND SPECIFICATIONS, WHERE THE CONSTRUCTION PROJECT INVOLVES MORE THAN ONE CONTRACTOR, THE GENERAL CONTRACTOR IS THE PARTY RESPONSIBLE FOR MANAGING THE ENTIRE PROJECT ON BEHALF OF THE OWNER. IN SOME CASES, THE OWNER IS THE GENERAL CONTRACTOR. IN THESE CASES, THE OWNER SIGNS THE PERMIT APPLICATION AS THE OPERATOR AND BECOMES THE SOLE PERMITEE. [MINN. R. 7090]

"GROUNDWATER" MEANS THE WATER CONTAINED BELOW THE SURFACE OF THE EARTH IN THE SATURATED ZONE INCLUDING, WITHOUT LIMITATION, ALL WATERS WHETHER UNDER CONFINED, UNCONFINED, OR PERCHED CONDITIONS, IN NEAR SURFACE UNCONSOLIDATED SEDIMENT OR REGOLITH, OR IN ROCK FORMATIONS DEEPER UNDERGROUND. [MINN. R. 7090]

"HOMEOWNER FACT SHEET" MEANS AN MPCA FACT SHEET AVAILABLE ON THE MPCA CONSTRUCTION STORMWATER WEBSITE FOR PERMITEES TO GIVE TO HOMEOWNERS AT THE TIME OF SALE. [MINN. R. 7090]

"INFEASIBLE" MEANS NOT TECHNOLOGICALLY POSSIBLE OR NOT ECONOMICALLY PRACTICABLE AND ACHIEVABLE IN LIGHT OF THE BEST INDUSTRY PRACTICES. [MINN. R. 7090]

"INITIATED IMMEDIATELY" MEANS TAKING AN ACTION TO COMMENCE SOIL STABILIZATION AS SOON AS PRACTICABLE, BUT NO LATER THAN THE END OF THE WORK DAY, FOLLOWING THE DAY WHEN THE LAND-DISTURBING ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE. IF THE PERMITEES KNOW THAT CONSTRUCTION WORK ON THAT PORTION OF THE SITE WILL BE TEMPORARILY CEASED FOR 14 OR MORE ADDITIONAL CALENDAR DAYS OR 7 CALENDAR DAYS WHERE ITEM 23.9 APPLIES, PERMITEES CAN INITIATE STABILIZATION BY:

- A. PREPPING THE SOIL FOR VEGETATIVE OR NON-VEGETATIVE STABILIZATION; OR
B. APPLYING MULCH OR OTHER NON-VEGETATIVE PRODUCT TO THE EXPOSED SOIL AREA; OR
C. SEEDING OR PLANTING THE EXPOSED AREA; OR
D. STARTING ANY OF THE ACTIVITIES IN A - C ON A PORTION OF THE AREA TO BE STABILIZED, BUT NOT ON THE ENTIRE AREA; OR
E. FINALIZING ARRANGEMENTS TO HAVE STABILIZATION PRODUCT FULLY INSTALLED IN COMPLIANCE WITH THE APPLICABLE DEADLINE FOR COMPLETING STABILIZATION. [MINN. R. 7090]

"IMPERVIOUS SURFACE" MEANS A CONSTRUCTED HARD SURFACE THAT EITHER PREVENTS OR RETARDS THE ENTRY OF WATER INTO THE SOIL AND CAUSES WATER TO RUN OFF THE SURFACE IN GREATER QUANTITIES AND AT AN INCREASED RATE OF FLOW THAN PRIOR TO DEVELOPMENT. EXAMPLES INCLUDE ROOFTOPS, SIDEWALKS, DRIVEWAYS, PARKING LOTS, AND CONCRETE, ASPHALT, OR GRAVEL ROADS, BRIDGES OVER SURFACE WATERS ARE CONSIDERED IMPERVIOUS SURFACES. [MINN. R. 7090]

"NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)" MEANS THE PROGRAM FOR ISSUING, MODIFYING, REVOKING, REISSUING, TERMINATING, MONITORING, AND ENFORCING PERMITS UNDER THE CLEAN WATER ACT, AS AMENDED (33 U.S.C. 1251 ET SEQ. SECTION 1342 AND 40 CFR PARTS 122, 123, 124 AND 450). [MINN. R. 7090]

"NATURAL BUFFER" MEANS AN AREA OF UNDISTURBED COVER SURROUNDING SURFACE WATERS WITHIN WHICH CONSTRUCTION ACTIVITIES ARE RESTRICTED, NATURAL BUFFER INCLUDES THE VEGETATION, EXPOSED ROCK, OR BARREN GROUND THAT EXISTS PRIOR TO COMMENCEMENT OF EARTH-DISTURBING ACTIVITIES. [MINN. R. 7090]

"NOTICE OF TERMINATION (NOT)" MEANS THE FORM (ELECTRONIC OR PAPER) REQUIRED FOR TERMINATING COVERAGE UNDER THE CONSTRUCTION GENERAL PERMIT. [MINN. R. 7090]

"OPERATOR" MEANS THE PERSON (USUALLY THE GENERAL CONTRACTOR), FIRM, GOVERNMENTAL AGENCY, OR OTHER ENTITY DESIGNATED BY THE OWNER WHO HAS DAY TO DAY OPERATIONAL CONTROL AND/OR THE ABILITY TO MODIFY PROJECT PLANS AND SPECIFICATIONS RELATED TO THE SWPPP. THE PERMIT APPLICATION MUST LIST THE OPERATOR AS A PERMITEE. SUBCONTRACTORS HIRED BY AND UNDER SUPERVISION OF THE GENERAL CONTRACTOR ARE NOT OPERATORS. [MINN. R. 7090]

"OWNER" MEANS THE PERSON, FIRM, GOVERNMENTAL AGENCY, OR OTHER ENTITY POSSESSING THE TITLE OF THE LAND ON WHICH THE CONSTRUCTION ACTIVITIES WILL OCCUR OR, IF THE CONSTRUCTION ACTIVITY IS FOR A LEASE, EASEMENT, OR MINERAL RIGHTS LICENSE HOLDER, THE PARTY OR INDIVIDUAL IDENTIFIED AS THE LEASE EASEMENT OR MINERAL RIGHTS LICENSE HOLDER, OR THE CONTRACTING GOVERNMENT AGENCY RESPONSIBLE FOR THE CONSTRUCTION ACTIVITY. [MINN. R. 7090]

"PERMANENT COVER" MEANS SURFACE TYPES THAT WILL PREVENT SOIL FAILURE UNDER EROSION CONDITIONS, EXAMPLES INCLUDE: GRAVEL, CONCRETE, PERENNIAL COVER, OR OTHER LANDSCAPED MATERIAL THAT WILL PERMANENTLY ARREST SOIL EROSION. PERMITEES MUST ESTABLISH A UNIFORM PERENNIAL VEGETATIVE COVER (I.E., EVENLY DISTRIBUTED, WITHOUT LARGE BARE AREAS) WITH A DENSITY OF 70 PERCENT OF THE NATIVE BACKGROUND VEGETATIVE COVER ON ALL AREAS NOT COVERED BY PERMANENT STRUCTURES, OR EQUIVALENT PERMANENT STABILIZATION MEASURES. PERMANENT COVER DOES NOT INCLUDE TEMPORARY BMPS SUCH AS WOOD FIBER BLANKET, MULCH, AND ROLLED EROSION CONTROL PRODUCTS. [MINN. R. 7090]

"PERMITEES" MEANS THE PERSONS, FIRM, GOVERNMENTAL AGENCY, OR OTHER ENTITY IDENTIFIED AS THE OWNER AND OPERATOR ON THE APPLICATION SUBMITTED TO THE MPCA AND ARE RESPONSIBLE FOR COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS PERMIT. [MINN. R. 7090]

"PROJECT" MEANS ALL CONSTRUCTION ACTIVITY PLANNED AND/OR CONDUCTED UNDER A PARTICULAR PERMIT. THE PROJECT OCCURS ON THE SITE OR SITES DESCRIBED IN THE PERMIT APPLICATION, THE SWPPP AND IN THE ASSOCIATED PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS. [MINN. R. 7090]

"PUBLIC WATERS" MEANS ALL WATER BASINS AND WATERCOURSES DESCRIBED IN MINN. STAT. SECT. 103G.005 SUBP. 15. [MINN. R. 7090]

"SEDIMENT CONTROL" MEANS METHODS EMPLOYED TO PREVENT SUSPENDED SEDIMENT IN STORMWATER FROM LEAVING THE SITE (E.G. SILT FENCES, COMPOST LOGS AND STORM DRAIN INLET PROTECTION). [MINN. R. 7090]

"STABILIZE," "STABILIZED," "STABILIZATION" MEANS THE EXPOSED GROUND SURFACE HAS BEEN COVERED BY APPROPRIATE MATERIALS SUCH AS MULCH, STAKED SOD, RIPRAP, EROSION CONTROL BLANKET, MATS OR OTHER MATERIAL THAT PREVENTS EROSION FROM OCCURRING. GRASS SEEDING, AGRICULTURAL CROP SEEDING OR OTHER SEEDING ALONE IS NOT STABILIZATION. MULCH MATERIALS MUST ACHIEVE APPROXIMATELY 90 PERCENT GROUND COVERAGE (TYPICALLY 2 TON/ACRE). [MINN. R. 7090]

"STORMWATER" MEANS PRECIPITATION RUNOFF, STORMWATER RUNOFF, SNOWMELT RUNOFF, AND ANY OTHER SURFACE RUNOFF AND DRAINAGE. [MINN. R. 7090]

"STEEP SLOPES" MEANS SLOPES THAT ARE 1.3 (V:H) (33.3 PERCENT) OR STEEPER IN GRADE. [MINN. R. 7090]

"STORM WATER POLLUTION PREVENTION PLAN (SWPPP)" MEANS A PLAN FOR STORMWATER DISCHARGE THAT INCLUDES ALL REQUIRED CONTENT UNDER IN SECTION 5 THAT DESCRIBES THE EROSION PREVENTION, SEDIMENT CONTROL AND WASTE CONTROL BMPS AND PERMANENT STORMWATER TREATMENT SYSTEMS. [MINN. R. 7090]

"SURFACE WATER OR WATERS" MEANS ALL STREAMS, LAKES, PONDS, MARSHES, WETLANDS, RESERVOIRS, SPRINGS, RIVERS, DRAINAGE SYSTEMS, WATERWAYS, WATERCOURSES, AND IRRIGATION SYSTEMS WHETHER NATURAL OR ARTIFICIAL, PUBLIC OR PRIVATE, EXCEPT THAT SURFACE WATERS DO NOT INCLUDE STORMWATER TREATMENT SYSTEMS CONSTRUCTED FROM UPLAND. THIS PERMIT DOES NOT CONSIDER STORMWATER TREATMENT SYSTEMS CONSTRUCTED IN WETLANDS AND MITIGATED IN ACCORDANCE WITH SECTION 22 AS SURFACE WATERS. [MINN. R. 7090]

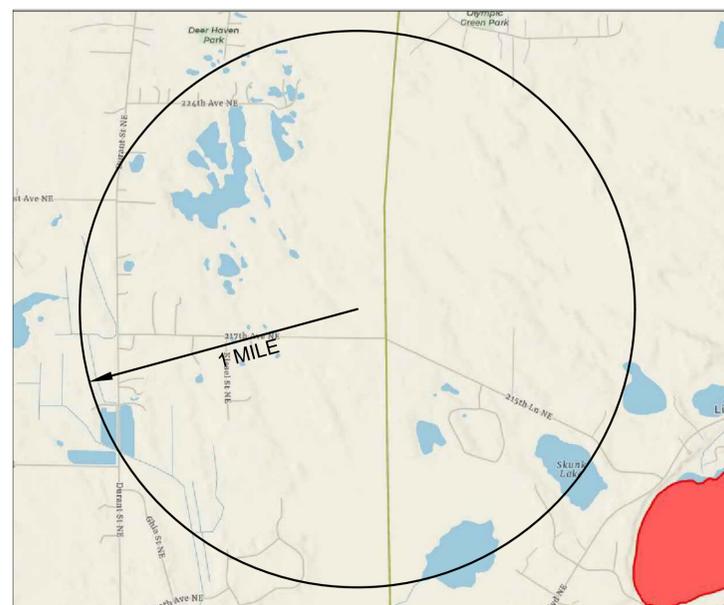
"WATERS OF THE STATE" (AS DEFINED IN MINN. STAT. SECT. 115.01, SUBP. 22) MEANS ALL STREAMS, LAKES, PONDS, MARSHES, WATERCOURSES, WATERWAYS, WELLS, SPRINGS, RESERVOIRS, AQUIFERS, IRRIGATION SYSTEMS, DRAINAGE SYSTEMS AND ALL OTHER BODIES OR ACCUMULATIONS OF WATER, SURFACE OR UNDERGROUND, NATURAL OR ARTIFICIAL, PUBLIC OR PRIVATE, WHICH ARE CONTAINED WITHIN, FLOW THROUGH, OR BORDER UPON THE STATE OR ANY PORTION THEREOF. [MINN. STAT. 115.01, SUBP. 22]

"WATER QUALITY VOLUME" MEANS ONE (1) INCH OF RUNOFF FROM THE NET INCREASE IN IMPERVIOUS SURFACES CREATED BY THE PROJECT (CALCULATED AS AN INSTANTANEOUS VOLUME). [MINN. R. 7090]

"WETLANDS" (AS DEFINED IN MINN. R. 7050.0186, SUBP. 1A.B.) MEANS THOSE AREAS THAT ARE INUNDATED OR SATURATED BY SURFACE WATER OR GROUNDWATER AT A FREQUENCY AND DURATION SUFFICIENT TO SUPPORT, AND UNDER NORMAL CIRCUMSTANCES DO SUPPORT, A PREVALENCE OF VEGETATION TYPICALLY ADAPTED FOR LIFE IN SATURATED SOIL CONDITIONS. WETLANDS GENERALLY INCLUDE SWAMPS, MARSHES, BOGS, AND SIMILAR AREAS. CONSTRUCTED WETLANDS DESIGNED FOR WASTEWATER TREATMENT ARE NOT WATERS OF THE STATE. WETLANDS MUST HAVE THE FOLLOWING ATTRIBUTES:

- 1. A PREDOMINANCE OF HYDRIC SOILS; AND
2. INUNDATED OR SATURATED BY SURFACE WATER OR GROUNDWATER AT A FREQUENCY AND DURATION SUFFICIENT TO SUPPORT A PREVALENCE OF HYDROPHYTIC VEGETATION TYPICALLY ADAPTED FOR LIFE IN A SATURATED SOIL CONDITION; AND
3. UNDER NORMAL CIRCUMSTANCES SUPPORT A PREVALENCE OF SUCH VEGETATION. [MINN. R. 7050.0186, SUBP. 1A.B]

MAP OF SURFACE WATERS



PLOWE ENGINEERING, INC. 6776 LAKE DRIVE LINO LAKES, MN 55014 PHONE: (651) 361-8210 FAX: (651) 361-8701



DRAWN BY: AG JOB NO: 25-2208 CHECK BY: MOA DATE: 09/27/25

Table with 2 columns: NO., DATE. Rows 1-8.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota. ADM GINKEL License No. 43863 Date: 10.02.2025

CLIFFS ANDERSON ACRES EAST BETHEL, MN SWPPP PREPARED FOR: SHERCO CONSTRUCTION

SHEET C1.4

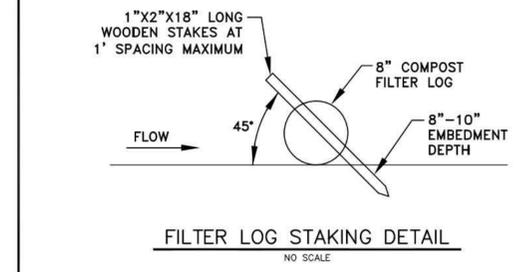
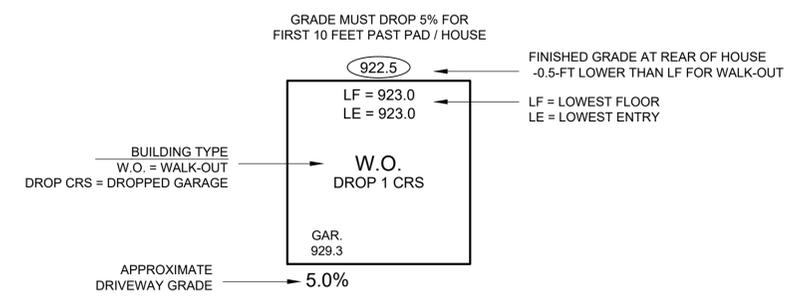
NO.	DATE	DESCRIPTION
1		
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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

Adam Winkel
 ADAM WINKEL
 License No. 43863
 Date: 10.02.2025

CLIFFS ANDERSON ACRES
 EAST BETHEL, MN
DETAILS
 PREPARED FOR: SHERCO CONSTRUCTION

2
C2.1
PAD DETAIL

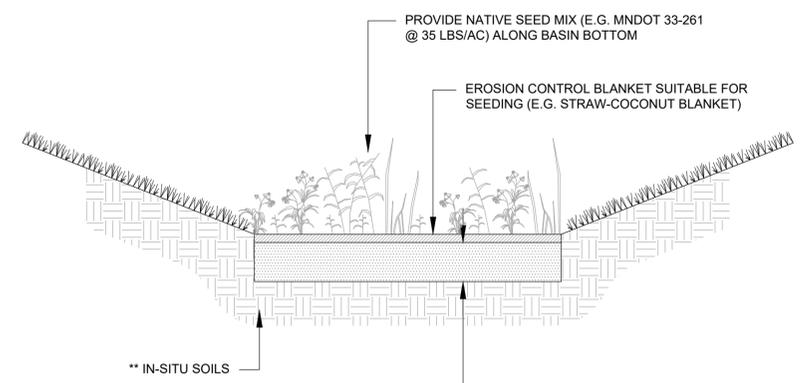


APPROVED 10-07-13		CITY OF EAST BETHEL	STANDARD PLATE No. 503
REVISED			

NOTES

- MARK-OFF BASIN AREA (E.G. FENCING, SILT FENCE, ETC.) TO PREVENT CONSTRUCTION TRAFFIC FROM ENTERING BASIN AREA.
- USE LOW-IMPACT, EARTH MOVING EQUIPMENT (WIDE TRACK OR MARSH TRACK EQUIPMENT, OR LIGHT-EQUIPMENT WITH TURF-TYPE TIRES) WITHIN BASIN.
- PROTECT BASIN FROM RUN-OFF DURING CONSTRUCTION ACTIVITIES
- DO NOT EXCAVATE BASIN TO FINAL GRADE UNTIL UPSTREAM DRAINAGE AREAS HAVE BEEN STABILIZED.
- REMOVE ANY TOPSOIL AND/OR UNSUITABLE SOILS WITHIN INFILTRATION BASIN FOOTPRINT. ANY SEDIMENT THAT IS WASHED INTO THE BASIN SHALL BE REMOVED.
- NO MINING OF SANDY SOILS ALLOWED IN BASIN AREA.
- EXCAVATE BASIN TO FINAL GRADE ONLY UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREAS. ALLEVIATE ANY COMPACTED SOILS DUE TO FINAL GRADING OPERATIONS PRIOR TO SEEDING.

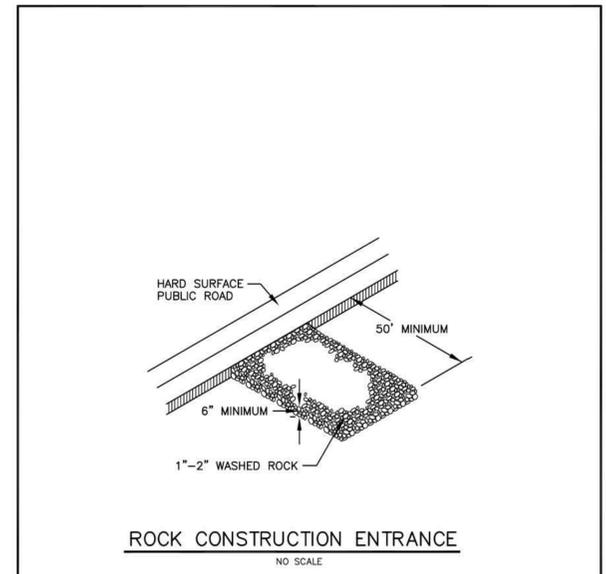
AFTER INFILTRATION BASIN AREA HAS BEEN EXCAVATED TO FINAL GRADE, PERFORM A DOUBLE-RING INFILTRMETER TEST(S) TO VERIFY INFILTRATION CAPACITY OF IN-SITU SOILS.



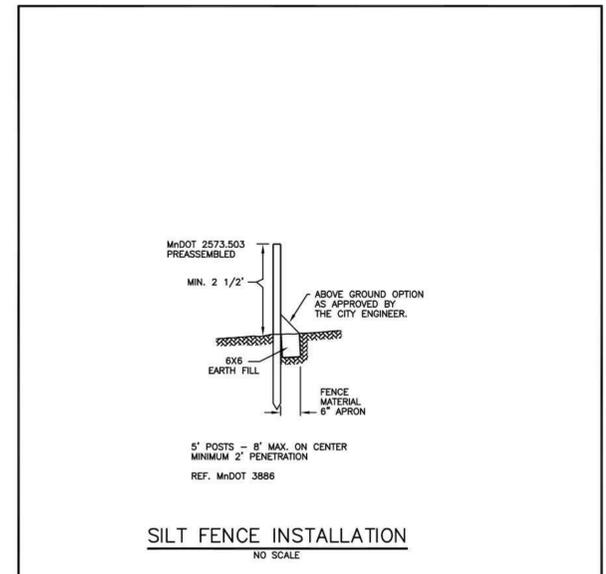
** ALLEVIATE ANY COMPACTED SOILS (BY USING A PRIMARY TILLING OPERATION SUCH AS A CHISEL PLOW, RIPPER OR SUBSOILER) TO A DEPTH NECESSARY TO ALLEVIATE COMPACTION

- REMOVE ANY EXISTING TOPSOIL OR FILL DEEMED UNSUITABLE FOR INFILTRATION (GEOTECHNICAL ENGINEER TO REVIEW ON-SITE SOILS)
- IN AREAS OF FILL, PLACE SALVAGED ON-SITE SANDY SOILS SUITABLE FOR INFILTRATION WITH <5% FINES (AS DETERMINED BY GEOTECHNICAL ENGINEER)

1
C2.1
INFILTRATION BASIN



APPROVED 3-02-05		CITY OF EAST BETHEL	STANDARD PLATE No. 505
REVISED			

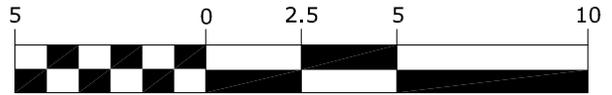


APPROVED 3-02-05		CITY OF EAST BETHEL	STANDARD PLATE No. 501
REVISED			

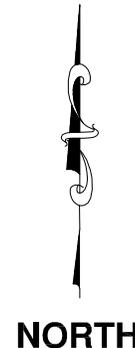
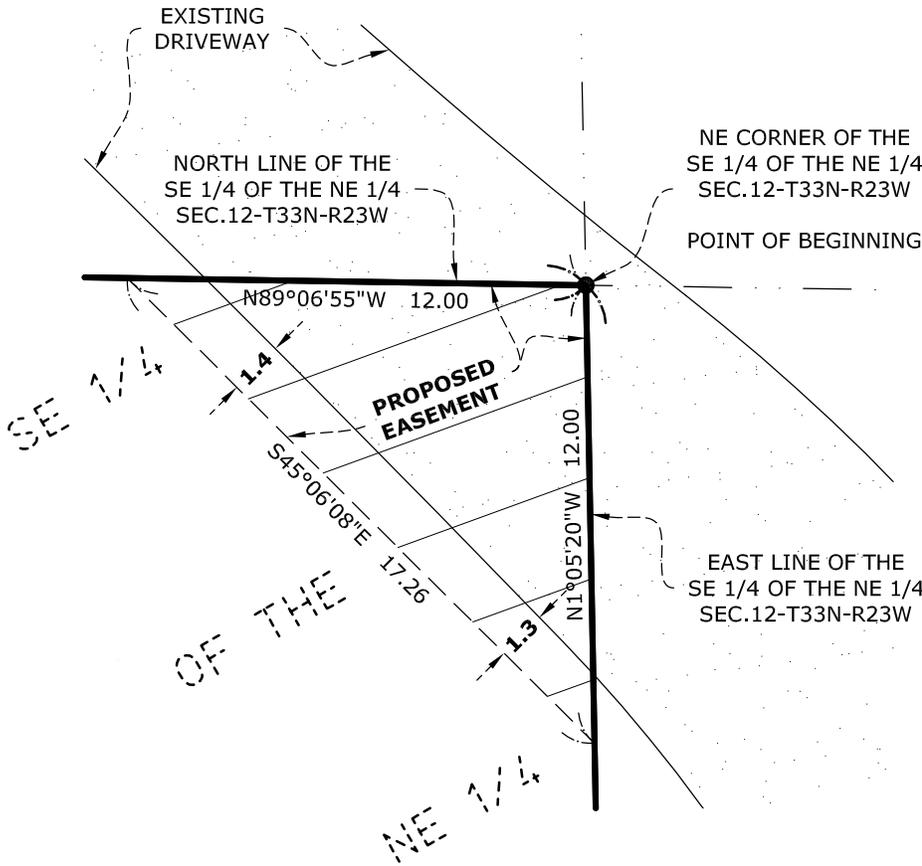
SKETCH AND DESCRIPTION

~for~ **SHERCO CONSTRUCTION**
 ~of~ **INGRESS/EGRESS EASEMENT**

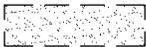
GRAPHIC SCALE



1 INCH = 5 FEET



LEGEND

-  DENOTES IRON MONUMENT FOUND AS LABELED
-  DENOTES GRAVEL SURFACE
-  DENOTES PROPOSED EASEMENT (72 SF)

PROPOSED INGRESS/EGRESS EASEMENT

A perpetual easement for ingress and egress purposes over and across the East Half of the Southeast Quarter of the Northeast Quarter of Section 12, Township 33 North, Range 23 West, Anoka County, Minnesota.

Said easement described as follows:

Beginning at the northeast corner of said Southeast Quarter of the Northeast Quarter; thence on an assumed bearing of North 89 degrees 06 minutes 55 seconds West, along the north line of said Southeast Quarter of the Northeast Quarter, a distance of 12.00 feet; thence South 45 degrees 06 minutes 08 seconds East, a distance of 17.26 feet to the east line of said Southeast Quarter of the Northeast Quarter; thence North 01 degree 05 minutes 20 seconds West, along said east line of said Southeast Quarter of the Northeast Quarter, a distance of 12.00 feet to the point of beginning.

SCALE: 1" = 5' | BEARING DATUM: Anoka | JOB NO. 250071PP | DRAWN BY: RAF | CREW: BH/BJ

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

By: 
 Minnesota License No. 41578

Dated 25th day of September 2025.

City Council Packet, page 144

REVISIONS		
1		
2		
3		
4		
#	DATE	DESCRIPTION BY

 **E. G. RUD & SONS, INC**
 PROFESSIONAL LAND SURVEYORS
 6776 LAKE DRIVE NE, SUITE 110
 LINO LAKES, MINNESOTA 55014
 TEL. (651) 361-8200
 FAX (651) 361-8701
 www.egrud.com

City of East Bethel
City Council Meeting
Agenda Item Information



Date: November 10th, 2025

Agenda Item Number: 8.0 G.1

Agenda Item: 1347 Sims Rd NE Due Diligence Contract Approvals

Background Information: On October 27th, the Council reaffirmed their desire to continue with the acquisition of 1347 Sim Rd NE. As part of that due diligence, an appraisal (Guggenberger Appraisal Services) has been ordered, a title commitment (American Title Company LLC) has been ordered and a phase one environmental study (Granite City Environmental) has been ordered. The appraisal will verify that the purchase price does not exceed the market value. The title commitment is a search that identifies any liens against the property. The phase one environmental will analyze if there are any contaminated soils that have not been disclosed by the seller. While these three do fall under professional contracts and can be authorized by the City Administrator, it is prudent to have City Council oversight and approvals,

Recommendation: City Council should review G.1 a-c with the included contracts and authorize the Mayor and City Administrator to execute contracts.

Attachments:

1. Appraisal Proposal
2. Environmental Site Assessment Proposal
3. Title Commitment Contract Approval
4. Purchase Agreement

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

GUGGENBERGER

Appraisal Services

Commercial and Residential Appraising Services

Professional ▪ Accurate ▪ Timely

15609 Riverfield Court
Cold Spring, MN 56320

Matt Look
City of East Bethel
2241 221st ST NE
East Bethel, MN 55011

October 28, 2025

Re: **1347 Sims Rd NE, East Bethel, MN 55011**
Anoka County PID# 08-33-23-34-0002

Dear Matt:

In compliance with your request, the undersigned will provide a market value appraisal of the fee simple interest for the above captioned property.

Due Date: November 21, 2025

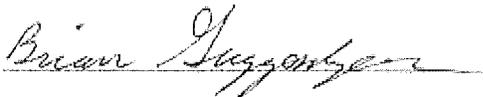
Fee: \$1,000

Market value does not include personal property and is based upon a reasonable exposure/typical marketing time of 12 months or less.

The appraisal will be completed in conformance with the Code of Professional Ethics of the Appraisal Institute, the Uniform Standards of Professional Practice (USPAP), the client's minimum required appraisal standards and the minimum appraisal standards of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA).

The appraisal assignment will not be based upon a requested minimum valuation or specific valuation or approval of a loan. The valuation is contingent upon the limiting conditions included in the report.

Sincerely,



Brian Guggenberger

Brian Guggenberger, Certified General Real Property Appraiser, MN License #20354221

Phone (320) 293-7393 ▪ Email: brian@csappraisal.com



October 28, 2025

Matt Look, City Administrator
City of East Bethel
2241 221st NE
East Bethel, MN 55011
612-558-9111
Via email: matt.look@ci.east-bethel.mn.us

Reference: Phase I Environmental Site Assessment – 1347 Sim Rd NE, East Bethel, Minnesota

Dear Mr. Look:

Granite City Environmental, LLC (GCE) is pleased to present this proposal to conduct a Phase I environmental site assessment (Phase I ESA) of the above-referenced property. It is our understanding that the property consists of an approximately 1.83-acre lot improved with a dwelling and detached garage.

We propose to perform this Phase I ESA in general conformance with the scope and limitations of ASTM Practice E 1527-21 (ASTM Standard). The objective of our Phase I ESA will be to evaluate the property for indications of recognized environmental conditions as defined by the ASTM Standard. An evaluation of business environmental risk may necessitate investigation beyond that proposed as part of this Phase I ESA.

Scope of Basic Services

The scope of work necessary to meet the minimum requirements of the ASTM Standard includes the following:

- Records Review
- Site Reconnaissance
- Interviews
- Reporting

Records Review

Reasonably ascertainable data commonly reviewed as part of this task may include:

- Local, state, and federal records which locate and describe documented landfills, underground storage tanks, leaking underground storage tanks, and hazardous waste treatment, storage, and disposal facilities;
- Historical aerial photographs, building department records, fire insurance maps, property tax files and land title records, local directories and/or other historical documents as required to satisfy the historical-use requirements of the ASTM Standard;
- Available geologic and hydrologic information pertaining to the area of the Property; and
- Other miscellaneous sources of information as required to meet the performance objectives of the ASTM Standard.

October 28, 2025
City of East Bethel
Page 2 of 3

Site Reconnaissance

The proposed Phase I ESA will include a reconnaissance to identify the current use and development of the Property and to the extent visually and/or physically observable adjacent properties. Assuming that project timing allows, the information gathered during the Records Review will be used as guidance for the site inspection. The physical condition of the Property will be evaluated, and features such as stressed vegetation, anomalous topography, surficial debris, hazardous substance and petroleum product storage, storage tanks, drums, unidentified substance containers, drains and sumps, ponds, pits, lagoons, solid waste disposal, suspicious pipes and other structures will be assessed, recorded and evaluated to the extent that they are visible. The exterior and interior of structures on the Property will be observed and documented as part of the inspection. The accessible common areas of the interior of the structure(s) on the Property will be observed along with maintenance and mechanical areas and a representative sample of the occupant spaces. The potable water supply, sewage disposal system, and heating/cooling system for the Property will be noted and recorded.

Interviews

The Property owner, site manager (or their representative) and major Property occupants (if relevant) will be interviewed regarding land ownership, land use, facilities and practices that may describe historical and current environmental conditions at the Property. Local government officials, past owner/operators, and in the case of abandoned properties, neighboring property owners may also be interviewed regarding past land usage, maintenance, and condition of the Property.

Data Evaluation and Report Preparation

The findings opinions and conclusions of the Phase I ESA will be summarized in a final report supported by the required documentation. The report will describe investigative methods, summarize and interpret the study findings, and if appropriate, make recommendations regarding additional appropriate investigation. The Phase I ESA and preparation of the Phase I ESA report will be completed by or under the supervision of an environmental professional meeting the education, training and experience requirements as set forth in 40 CFR 321.10(b).

Assessment Limitations

It is generally the responsibility of the User of the Phase I ESA report to provide information regarding environmental liens and activity use limitations (AULs) associated with the property. GCE will not be reviewing chain-of-title information for the Property to identify environmental liens or AULs, and we recommend that you engage a title company or title professional to undertake this review. If provided, we will include this information in our ESA report.

The Phase I ESA report to be delivered by GCE, if this proposal is accepted, will be for the sole use of User(s) identified in the report. The report may not be relied upon by any other party without the express written consent of GCE, which may be withheld at GCEs discretion.

Please note that upon completion of the above Scope of Services, GCE does not guarantee that you will necessarily qualify for the "innocent landowner, contiguous property owner, or bona fide prospective purchaser" limitations on CERCLA liability. However, our proposed Scope of Services is consistent with good commercial and customary practices intended for use on a voluntary basis by parties who wish to assess the environmental condition of commercial real estate, and is intended to constitute "all appropriate inquiry" as defined at 42 U.S.C. §9601 (35)(B).

Schedule and Cost

Based on our current schedule, we will be able to begin this Phase I ESA immediately upon receipt of your authorization and complete the Phase I ESA report within about three to four weeks of authorization. We will bill you for the scope of services described above on a lump sum basis for a fee of **\$2,500.00** which includes expenses. Should significant environmental conditions be identified

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following Terms and Conditions are attached to and form part of the Proposal for Professional Services to be performed by Granite City Environmental, LLC (hereinafter GCE) and together, when the CLIENT authorizes GCE to proceed with the services, constitute the AGREEMENT.

DESCRIPTION OF WORK: GCE shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and GCE. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to GCE upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle GCE, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of GCE's invoices within 30 days of GCE rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of GCE are terminated. On termination by either party, the CLIENT shall forthwith pay GCE all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, GCE's field investigation, laboratory testing and recommendations will not address or evaluate pollution of soil or pollution of groundwater. Where the SERVICES include plans, specifications or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by GCE are not guaranteed to provide complete sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that GCE has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by GCE, CLIENT agrees to indemnify and hold GCE harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, GCE will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases GCE from any liability and agrees to defend, indemnify and hold GCE harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of GCE. It is further agreed that the total amount of all claims the CLIENT may have against GCE under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to GCE for the SERVICES, or \$50,000. No claim may be brought against GCE more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against GCE and not against any of GCE's employees, officers or directors. GCE's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and GCE shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, GCE knowingly encounters any such substances, GCE shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against GCE, its sub-consultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold GCE harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of GCE. GCE and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

DOCUMENTS: All of the documents prepared by or on behalf of GCE in connection with the PROJECT are instruments of service for the execution of the PROJECT. GCE retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of GCE. In the event GCE's documents are subsequently reused or modified in any material respect without the prior consent of GCE, the CLIENT agrees to defend, hold harmless and indemnify GCE from any claims advanced on account of said reuse or modification. Any document produced by GCE in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of GCE, which may be withheld at GCE's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of GCE's standard form reliance letter. GCE cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold GCE, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will, remain the property of GCE, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without GCE's written consent.

FIELD SERVICES: GCE shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. GCE shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. GCE shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or GCE, the CLIENT and GCE shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured nonbinding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and GCE shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and GCE.

Phase I ESA User Questionnaire

In order to qualify for one of the *Landowner Liability Protections* (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "*Brownfields Amendments*"), the *User* must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The *User* should provide the following information to the *environmental professional*. Failure to conduct these inquiries could result in a determination that "*all appropriate inquiries*" is not complete.

(1.) Environmental liens that are filed or recorded against the *Property* (40 CFR 312.25)

Did a search of *recorded land title records* (or judicial records where appropriate, see Note 1 below) identify any environmental liens filed or recorded against the *Property* under federal, tribal, state or local law?

NOTE 1 - In certain jurisdictions, federal, tribal, state, or local statutes, or regulations specify that environmental liens and AULs be filed in judicial records rather than in land title records. In such cases judicial records must be searched for environmental liens and AULs.

(2.) Activity and land use limitations that are in place on the *Property* or that have been filed or recorded against the *Property* (40 CFR 312.26(a)(1)(v) and vi)).

Did a search of *recorded land title records* (or judicial records where appropriate, see Note 1 above) identify any AULs, such as *engineering controls*, land use restrictions or *institutional controls* that are in place at the *Property* and/or have been filed or recorded against the *Property* under federal, tribal, state or local law?

(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28)

Do you have any specialized knowledge or experience related to the *Property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *Property* or an *adjoining property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?

(4.) Relationship of the purchase price to the fair market value of the *Property* if it were not contaminated (40 CFR 312.29)

Does the purchase price being paid for this *Property* reasonably reflect the fair market value of the *Property*? If you conclude that there is a difference, have you considered whether the lower price is because contamination is known or believed to be present at the *Property*?

(5.) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30)

Are you aware of commonly known or reasonably ascertainable information about the *property* that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as a *user*,

- (a.) Do you know the past uses of the *Property*?
- (b.) Do you know specific chemicals that are present or once were present at the *Property*?
- (c.) Do you know of spills or other chemical releases that have taken place at the *Property*?
- (d.) Do you know any environmental cleanups that have taken place at the *Property*?

(6.) The degree of obviousness of the presence or likely presence of contamination at the *Property*, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31)

Based on your knowledge and experience related to the *Property* are there any obvious indications that point to the presence or likely presence of releases at the *Property*?

The following information is helpful in the completion of the Phase I ESA, but is not necessarily required to qualify for one of the *Landowner Liability Protections* offered by the *Brownfields Amendments*.

- (a) Why is the Phase I ESA required?
- (b) What is the type of property and type of property transaction? (for example, sale, purchase, exchange, lease, etc.)
- (c) What is the complete and correct address for the property? (a map or other documentation showing property location and boundaries is helpful)
- (d) What is the desired scope of services for the Phase I ESA? (do any parties to the property transaction have a required scope of services including considerations beyond the requirements of ASTM Practice E 1527?)
- (e) Please identify all parties who will rely on the Phase I ESA report. (for example, a lender)
- (f) Who is the site contact and how can he/she be reached?
- (g) Are there any special terms or conditions that we must agree to?
- (h) Do you have any other knowledge or experience with the property that may be pertinent to the project? (for example, copies of any available prior environmental site assessment reports, documents, correspondence, etc. concerning the property and its environmental condition).

Invoice

Remit payment to:

All American Title Company LLC
2407 109th Avenue NE, STE 250
Blaine, MN 55449
(763)235-1800

Billed to:

City of East Bethel
2241 221st NE
East Bethel, MN 55011

Invoice number: 141193-25-07 R-1
Invoice date: November 3, 2025
Please pay before: November 3, 2025
Our file number: 141193-25-07 R

Property:

1347 Sims Road Northeast
East Bethel, MN 55011
Anoka County

Brief legal: Section 08-33-23, That part of SE1/4 of SW1/4, Anoka County, Minnesota

DESCRIPTION	AMOUNT
Settlement / Closing Fee	325.00
Title Search and Exam Fee	775.00
Invoice total amount due:	\$ 1,100.00

CONTINGENT PURCHASE AGREEMENT

***SUBJECT TO THE APPROVAL OF
CITY COUNCIL
FOR THE CITY OF EAST BETHEL, STATE OF MINNESOTA**

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of the latest date upon which all parties have signed the Agreement (the “**Effective Date**”), by and between Verna Mae Mickelson, a widowed woman (“**Seller**”), and THE CITY OF EAST BETHEL, a municipal corporation and political subdivision, a body corporate and politic (“**Buyer**”). Seller and Buyer are sometimes referred to collectively herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

A. Seller is the owner of certain real property located in East Bethel, Minnesota, legally described on Exhibit A attached hereto.

B. The Parties desire by this Agreement, and on the terms and conditions hereof, to provide for the sale of the Property (as hereinafter defined) from Seller to Buyer.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following respective meanings:

Business Day. A day other than any Saturday, Sunday, or day upon which national banks in the City of East Bethel, Minnesota are not open for general banking business.

Due Diligence Period. The period commencing on the Effective Date and expiring at 11:59 p.m. on the first Business Day that is sixty (60) days thereafter. Buyer may extend the Due Diligence Period for a period of fifteen (15) days on or before the date that is at least ten (10) days’ prior to the expiration of the initial Due Diligence Period by (1) depositing in escrow the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (together with all interest accrued thereon, the “**Extension Earnest Money Deposit**”) with the Escrow Agent and (2) on the same date delivering by written notice to Seller notice of intent to extend the Due Diligence Period, and identifying with detail each remaining or outstanding Due Diligence Period matter to be undertaken.

Environmental Reports. The Existing Environmental Reports and the New Environmental Reports, collectively.

Escrow Agent. Land Title, Inc.

Hazardous Material. Any substance, chemical, waste, contaminant, pollutant or other material that is or becomes regulated by any federal, state, or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity, including, without limitation, those substances regulated by the Hazardous Waste Laws.

Hazardous Waste Laws. The Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. § 7401 et seq.; or any other federal, state, local or other governmental statute, regulation, law or ordinance related to pollution or the release into the environment or disposal of solid or hazardous waste or hazardous substances.

Improvements. All buildings, structures, fixtures and improvements on, over or under the Land, including but not limited to heating, ventilating and air conditioning systems, fire protection systems, electrical equipment, plumbing, and elevators within any building on the Land.

Land. Certain real property located in East Bethel, Minnesota, legally described on Exhibit A attached hereto, together with all rights, entitlements, benefits, permits, approvals, and licenses that pertain exclusively thereto.

Lease. Any agreement permitting in any manner the possession or use of the Land for any period of time as of the Effective Date or thereafter.

Limited Warranty Deed. A limited warranty deed from Seller conveying the Land to Buyer subject only to the Permitted Exceptions in the form attached hereto as Exhibit D.

New Environmental Reports. Any reports, investigations or assessments of the Property with respect to Hazardous Waste Laws, the presence of Hazardous Material, or other environmental matters, that are prepared or authorized by Buyer.

Owner's Policy. An owner's policy of title insurance issued to Buyer by the Title Company at Closing and insuring Buyer's title to the Real Property.

Permitted Exceptions. All matters set out on Exhibit E attached hereto, together with all matters reflected on or revealed by the Title Commitment or the Survey that Seller has not agreed in writing to cure (other than any deeds of trust, mortgages, judgment liens or security agreements arising by, through or under Seller, all of which Seller shall cause to be removed at or prior to Closing); together with any items that Seller agreed to cure but

was unable to cure (and Buyer elected to close despite such items not being cured) and any items that are deemed to become Permitted Exceptions pursuant to Section 5.4.1.

Personal Property. All of the personal property and equipment, excluding Improvements, currently located upon the Land. On or before the Closing Date all of Seller's Personal Property shall be removed by Seller and at Seller's expense from the Real Property.

Plans. All blueprints, shop drawings, surveys, studies, plans and specifications regarding the Real Property and Plans and Records related to the operation of the Property owned by Seller that are in the possession of or readily available to Seller or its agents.

Property. The Real Property.

Real Property. The Land and the Improvements, collectively.

Records. All records regarding the Real Property that are in possession of the Seller or readily available to Seller, including all Leases, inspection reports, well and water testing reports, correspondence from the city or county or any governmental agency or entity, flood zone certifications, title work, surveys, deed restrictions, utility commitments, warranties, federal and state tax records, financial, balance sheets, income statements, and expenses.

Survey. ALTA/NSPS Land Title Survey of the Property, prepared by a registered surveyor acceptable to Buyer and certified as of the date after the Effective Date to Buyer and the Title Company. The Survey shall be certified by a registered surveyor, showing property boundaries, easements of record and other easements known to the surveyor, all wells, all utility lines serving the Property, encroachments, access to and from the Property, area of the Property and shall otherwise comply with the requirements set forth in "Minimum Standard Requirements for ALTA/NSPS Land Title Surveys" jointly established by ALTA and NSPS.

Title Commitment. "Title Commitment" means a commitment for an ALTA Form 2021, or its equivalent, policies of owner's and lender's title insurance issued by the Title Company, currently certified to include proper searches covering bankruptcies, state and federal judgments and tax liens, real estate taxes, levied and pending special assessments, and other matters customarily provided for in commercial property title insurance commitments, committing to insure marketable fee simple title to the Property in Buyer and including legible copies of Schedule B documents and will commit the Title Company to insure title to the Property at Closing subject only to the Permitted Encumbrances.

Title Company. Land Title, Inc.

Title Evidence. Collectively, the Title Commitment and the Survey.

2. Sale. Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property.

3. Purchase Price. The purchase price for the Property shall be Two Hundred Thirty-Five Thousand and No/100 Dollars (\$235,000.00) (the “**Purchase Price**”), payable by Buyer to Seller as follows:

3.1 Ten Thousand and No/100 Dollars (\$10,000.00), in immediately available funds (together with all interest accrued thereon, the “**Deposit**”), delivered to Escrow Agent within five (5) Business Days after the Effective Date, to be held by the Escrow Agent in escrow in accordance with the terms of this Agreement, and paid to Seller at Closing; and

3.2 Ten Thousand and No/100 Dollars (\$10,000.00), in immediately available funds (together with all interest accrued thereon, as applicable) representing the Extension Earnest Money Deposit, if made by Buyer to extend the initial Due Diligence Period in accordance with the terms hereof.

3.3 The balance of the Purchase Price (subject to any other adjustments as provided for by this Agreement) by wire transfer to Seller of immediately available funds on the Closing Date.

3.4 Purchase price is contingent on an appraisal to be obtained by Buyer and Buyer’s expense supporting the purchase price to be paid by Buyer to Seller.

4. Closing.

4.1 Closing Date. The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall occur, in escrow, on the first Business Day that is thirty (30) days after the expiration of the Due Diligence Period, or such earlier date as the parties hereto may agree in writing (such date, or such earlier date, the “**Closing Date**”). The Closing shall occur at the offices of the Title Company, remotely, via overnight mail and e-mail, or at such other location or via such other method as the Parties hereto may agree in writing.

4.2 Closing Procedure. At the Closing:

4.2.1 Buyer shall deliver to Seller, in addition to any other items required by this Agreement, the following, duly executed and acknowledged by Buyer as applicable:

(a) the balance of the Purchase Price, plus or minus any closing adjustments provided for in this Agreement, by wire transfer;

(b) a closing statement; and

(c) such other documents as may be reasonably and customarily required by the Title Company or the Escrow Agent in connection with the transaction contemplated by this Agreement.

4.2.2 Seller shall deliver to Buyer, in addition to any other items required by this Agreement, the following, duly executed and acknowledged by Seller as applicable:

- (a) the Limited Warranty Deed;
- (b) a non-foreign transferor certification pursuant to Section 1445 of the Internal Revenue Code;
- (c) a closing statement;
- (d) a seller's affidavit, in the form attached hereto as Exhibit F;
- (e) original copies of all Leases and contracts and assignments respecting the Property, if any;
- (f) evidence sufficient to Buyer and the Title Company of the proper appointment of Pamela R. Notch as power attorney for Seller in connection with the sale of the Property to Buyer with authority to execute all required documentation on behalf of Seller to consummate the transaction contemplated by this Agreement;
- (g) Estoppel Certificates in form acceptable to Buyer from the tenants under any Leases, see Exhibit B (if applicable); and
- (h) an Assignment of any Leases, licenses and contracts identified on Exhibit B (if applicable).

4.3 Possession. Subject only to the Permitted Exceptions, Seller shall deliver exclusive possession of the Property to Buyer on the Closing Date (except in the event of condemnation or casualty in which case the provisions of Sections 7 or 8 will control), and all of Seller's Personal Property shall have been removed from the Property by Seller.

4.4 Closing Costs.

4.4.1 Seller shall pay:

- (a) Recording fees for any documents used to cure title exceptions that Seller agrees in writing to cure pursuant to Section 5.4 below;
- (b) Transfer taxes payable in connection with the recording of the Limited Warranty Deed;
- (c) One-half of any escrow or closing fee charged by the Escrow Agent; and

- (d) The search and exam fees charged by Title Company to prepare the Title Commitment.
- (e) The Broker fees described in Section 9 below.

4.4.2 Buyer shall pay:

- (a) The cost of the premium for the Owner's Policy (including any endorsements thereto) for the title insurance;
- (b) Recording fees for the Limited Warranty Deed;
- (c) The costs associated with Buyer's Due Diligence and the preparation of any Environmental Reports other than the Existing Environmental Reports; and
- (d) One-half of any escrow or closing fee charged by the Title Company.

(e) The cost of any repair or upgrade to the septic system serving the Property required to bring the septic system up to code, if required by the County of Anoka prior to the sale of the Property. All other closing costs shall be allocated between Seller and Buyer in accordance with the customary practice for similar transactions in Anoka County, Minnesota, provided Buyer shall be responsible for all of its expenses in connection with its due diligence of the Property except as expressly provided in this Agreement.

4.5 Prorations.

4.5.1 Taxes and Special Assessments. Seller shall pay all special assessments levied and pending with respect to the Property as of the Closing Date. All real estate taxes due and payable in the year during which Closing occurs shall be prorated between Seller and Buyer as of the Closing Date. To the extent such taxes and special assessments are not known, on the Closing Date real estate taxes and special assessments will be prorated based upon real estate taxes and special assessments due and payable with respect to the Property for the immediately preceding tax year and shall be reconciled within thirty (30) days after issuance of final tax bills at the request of either party. Buyer shall be responsible for all real estate taxes and installments of new special assessments first arising after the Closing Date due and payable with respect to the Property from and after Closing.

4.5.2 Other Prorations. A proration of all expenses with respect to the Property shall be made as of the Closing Date, with Seller being obligated to pay expenses relating to the period before the Closing Date and with Buyer being obligated to pay expenses relating to the period including the Closing Date and thereafter. In the event that any item of expense (other

than real estate taxes and special assessments) cannot be determined as of the Closing Date, a proration shall be made based on the Parties' best estimate of such item, and an appropriate payment shall be made from Seller to Buyer or from Buyer to Seller when such item is finally determined.

5. Title; Correction of Title.

5.1 Title Commitment. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer the Title Commitment. Seller shall be responsible for the cost of search and exam fees to update the Title Commitment, but any endorsements or changes to the Title Commitment shall be at Buyer's expense.

5.2 Plans and Records. Within ten (10) Business Days after the Effective Date, Seller shall deliver to Buyer a copy the Plans and Records.

5.3 Survey. Within thirty (30) days after issuance of the Title Commitment, Buyer, at its expense, will have obtained the Survey of the Property

5.4 Examination of the Title Evidence.

5.4.1 Buyer may examine the Title Evidence and make objections related thereto within thirty (30) days after receipt of the last of Buyer's updates to the Title Commitment and the Survey. If Buyer fails to deliver timely objections, Buyer shall be deemed to have waived its right to object to any matters appearing in the Title Evidence and all such matters shall be deemed to be Permitted Exceptions. If Buyer makes any objections to the Title Evidence, Seller shall have the right, but not the obligation, to cure any such objection. Seller shall notify Buyer whether Seller elects to cure any title objections within seven (7) days of its receipt of such title objections. Seller's failure to deliver to Buyer such notice shall be deemed an election not to cure any such objections. If Seller elects to cure any such objection, Seller shall have the right to delay the Closing Date, if necessary, for a reasonable period of time to cure such objections, but in any event, Seller may not delay the Closing Date beyond a date mutually acceptable to both Parties. If Seller elects in writing to cure any such objection within such reasonable period of time, and fails to so cure, Buyer shall have the option to terminate this Agreement and receive a return of the Deposit by written notice or waive the objection and proceed to Closing without adjustment of the Purchase Price. Upon correction of title or waiver of the matters Seller agreed in writing to cure, Closing shall be held on the date occurring ten (10) days after the date title objections are cured or waived.

5.4.2 If, after the effective date of the Title Commitment and prior to Closing, the Title Company updates the Title Commitment to include additional exceptions to title not noted on the original Title Commitment which arise

after such effective date, that are not as a result of any Buyer activities and which materially impact the marketability of title to the Property, Buyer may terminate this Agreement (and shall be entitled to a return of the Deposit) within ten (10) days of receiving notice of such additional exceptions if Seller does not elect in its sole discretion to cure such additional exceptions within a reasonable period of time after receiving notice of such additional exceptions. If Seller elects in writing to cure any such objection based on an additional exception within such reasonable period of time, and fails to so cure, Buyer shall have the option to terminate this Agreement and receive a return of the Deposit by written notice or waive the objection and proceed to Closing without adjustment of the Purchase Price.

6. Buyer's Contingencies.

6.1 City Council Approval. Buyer's obligations under this Agreement are contingent upon the City Council approving this transaction held at a regularly scheduled meeting. Buyer agrees to use all reasonable efforts to present this Agreement to the City Council's within thirty (30) days from the Effective Date. If the City Council does not approve this Agreement within 30 days from the Effective Date, then this Agreement will be automatically null and void and the Parties will have no further obligations hereunder.

6.2 Appraisal; Environmental; Physical Condition of the Property; Buyer's Right of Entry. Seller shall deliver to Buyer copies of Existing Environmental Reports within 10 days of the Effective Date. Except as provided in Section 10.1 below, Seller makes no representation or warranty as to the accuracy or completeness of the Environmental Reports or any other documents delivered by Seller or its representatives, and Buyer hereby acknowledges that it will not rely on Seller with respect to the Environmental Reports or other documents but will rely solely on its own investigations.

Buyer shall have the right during the Due Diligence Period to enter onto the Property during normal business hours to undertake an appraisal including interior access to all structures, and make such additional inspections and perform such additional testing as Buyer deems reasonable and prudent to determine the physical condition of the Property, including, without limitation, the environmental condition of the Property (including a Phase I and Phase II environmental report performed by Buyer's environmental consultant). All such inspections and tests shall be conducted at Buyer's sole cost and expense in a manner that will minimize disruption of Seller's uses on the Property. Buyer will not perform any "Phase II" or other invasive testing at the Property unless Buyer obtains advance written consent from Seller to perform such investigation or testing, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer shall repair any damage to the Property as a result of its inspections and this obligation to repair shall survive the termination of this Agreement. Buyer agrees to provide Seller with at least three (3) Business Days

advance notice prior to entering onto the Property and Seller shall have the right to have a representative present. At Seller's option, Buyer shall provide Seller with copies of all reports or other written materials relating to all such inspections and testing.

- 6.3 Termination. During the Due Diligence Period, if Buyer determines in Buyer's sole and absolute discretion that the Property is not satisfactory to Buyer, then Buyer shall have the right, upon written notice ("**Termination Notice**") to Seller to terminate this Agreement, whereupon Seller and Buyer shall automatically be relieved of further liability or obligation hereunder (except for any obligations that expressly survive termination) without the need for any further notice and Escrow Agent shall return the Deposit to Buyer, and the Extension Earnest Money Deposit, if applicable, shall be remitted to Seller. Buyer may deliver the Termination Notice any time during the Due Diligence Period. If the Agreement is presented to the East Bethel City Council and the City Council does not approve this Agreement, Buyer will deliver a Termination Notice. If City Council approves the Purchase Agreement and Buyer elects to terminate this Agreement prior to the expiration of the Due Diligence Period, then Buyer must deliver the Termination Notice within one business day after the expiration of the Due Diligence Period otherwise Buyer shall be deemed to have elected to proceed to Closing and the Deposit, and the Extension Earnest Money Deposit if applicable, will then be non-refundable, except in the event of Seller's default, but applicable to the Purchase Price at Closing.
7. Condemnation. If any portion of the Property is taken or threatened (in writing by an applicable government authority) to be taken by eminent domain or condemnation, Seller shall provide immediate notice to Buyer, and provided such portion of the Property is, in Buyer's reasonable judgment, so significant as to materially impair the use and enjoyment of the Property for Buyer's intended use if and when taken, Buyer may (a) terminate this Agreement by notice to Seller given on or before the date that is ten (10) Business Days after Buyer receives such notice (or the Closing Date, whichever is sooner), and, in the event of such termination, this Agreement will be of no further effect, the Deposit shall be paid to Buyer, and neither party will thereafter have any further obligation under this Agreement, except for those obligations which expressly survive termination, or (b) proceed to Closing without abatement of or reduction in the Purchase Price, and Seller will assign and transfer to Buyer on the Closing Date all of Seller's right, title and interest in and to all condemnation awards paid or payable to Seller with respect to the Property, less Seller's reasonable expenses of prosecuting such condemnation claim. Seller will have no obligation to repair or restore any damage caused by condemnation or to prosecute any condemnation claim. Buyer and Seller shall cooperate to adjust or settle any condemnation claim with respect of the Property.
8. Damage or Destruction. If the Property or any part thereof is damaged by fire or other casualty prior to the Closing Date which would cost in excess of \$100,000 to repair (as determined by Seller and Buyer in good faith), and Seller does not (at its election in its sole and absolute discretion) agree to repair such damage in excess of \$100,000 in a period of time, Buyer may terminate this Agreement by written notice to Seller given on

or before the Closing Date. In the event of such termination, this Agreement will be of no further effect, the Deposit shall be paid to Buyer, and neither Party will thereafter have any further obligation under this Agreement, except for any obligations which expressly survive termination. If Buyer does not elect to terminate this Agreement, then the Closing will take place as herein provided without abatement of or reduction in the Purchase Price. If the Property or any part thereof is damaged by fire or other casualty after expiration of the Due Diligence Period and prior to the Closing Date which would cost \$100,000 or less to repair (as determined by Seller and Buyer in good faith), Buyer will not have the right to terminate its obligations under this Agreement by reason thereof or to any reduction in the Purchase Price and the Closing will take place as herein provided, but Seller will assign and transfer to Buyer on the Closing Date all of Seller's right, title and interest in and to all insurance proceeds paid or payable to Seller on account of any such fire or casualty, less such portion as may have been applied to restoration prior to the Closing Date. Buyer does not bear the risk of loss to the Property prior to Closing. Seller shall have no obligation to repair or restore any damage caused by fire or casualty.

9. Real Estate Commissions. Seller represents and warrants to Buyer that except for Shaun Jackson of Calhoun Companies ("**Broker**"), which represented Seller in connection with this transaction, Seller has not entered into any contract or agreement with any broker, finder, or other party, in connection with this transaction, and that Seller has taken no action which could result in any broker's, finder's, or other fee or commission being payable to any party with respect to the transaction contemplated hereby. Seller agrees to indemnify and hold harmless the Buyer from any claim by any broker, finder or other party for a fee or commission. Seller is solely responsible for broker's commission fees and expenses. Seller's Broker shall be paid a commission at Closing (but only if Closing occurs) by Seller pursuant to a separate agreement between Seller and Broker. Buyer represents and warrants to Seller, that Buyer has not entered into any contract or agreement with any broker, finder or other party in connection with this transaction.

10. Representations and Warranties; Covenants.

10.1 By Seller. Seller hereby represents and warrants to Buyer that as of the Effective Date the following are true and correct:

10.1.1 Seller is a widowed woman. Neither the execution, delivery nor performance of this Agreement will result in the breach under any indenture, security instrument or other agreement or court or administrative order by which the Seller or the Property may be bound or affected. The persons executing this Agreement and any documents required hereunder are or will be duly authorized to do so.

10.1.2 To Seller's actual knowledge, there is no litigation or proceeding pending against or affecting the Property or any part thereof or pending against Seller that would impair Seller's ability to consummate the transaction contemplated herein.

10.1.3 To Seller's actual knowledge, the Property and its current use are in compliance with all federal, state and municipal laws, ordinances, rules and regulations,

including zoning, subdivision, environmental protection, Hazardous Waste Laws, building, fire and health laws, ordinances, rules and regulations; and Seller has received no notices from municipal or regulatory bodies that the Property is in violation of the provisions of any such laws, ordinances, rules or regulations.

10.1.4 Seller has disclosed and made available to Buyer all reports and investigations commissioned by or otherwise readily available to Seller relating to Hazardous Material and the Property.

10.1.5 To Seller's actual knowledge there are no past or present investigations, administrative proceedings, litigation, regulatory hearings or other actions proposed, threatened or pending, alleging non-compliance with or violation of any Hazardous Waste Laws with respect to the Property.

10.1.6. To Seller's actual knowledge, there is one (1) water well located on the Property which is in use.

10.1.7. To Seller's actual knowledge, other than the following identified underground or above ground storage tanks on the Property,

two (2) ground propane tanks.

there are no underground or above ground storage tanks on the Property, in use or abandoned, and no such tanks have been removed during Seller's ownership of the Property except in strict compliance with all laws, ordinances and regulations regarding such removal.

10.1.8. There is in effect no contract or agreement relating to management, maintenance services or operation of the Property that cannot be terminated on or prior to the Closing Date.

10.1.9. Seller has paid for, or will pay for on or before the Closing Date, all work, supplies and materials, performed upon and supplied to the Property by, through or under Seller.

10.1.10. To Seller's actual knowledge there exists no litigation affecting or calling into question the Property or any part or component thereof, or Seller's interest therein. There is no condemnation proceeding pending with respect to any part of the Property, and Seller has no knowledge of any threat or the imminence thereof.

Buyer's right to institute a legal action for breach of any of the representation or warranty in this Section 10.1 shall terminate one (1) year after the Closing Date. If Buyer closes on the purchase of the Property with actual knowledge that any representation or warranty in this Section 10.1 is untrue, Buyer shall be deemed to have waived the benefit of such representation or warranty.

10.2 By Buyer. Buyer hereby represents and warrants to Seller as follows:

10.2.1 The persons executing this Agreement and any documents required hereunder are or will be duly authorized by Buyer to do so, subject to obtaining City Council approval as described in Section 6.1 above.

10.3 Seller Covenants. Seller covenants that, from and after the Effective Date, it shall not enter into or modify any agreements affecting the Property or create any encumbrances of the Property that will survive Closing without the prior written consent of Buyer, which consent Buyer may withhold in its sole and absolute discretion. Seller shall not enter into any other contracts or contingency contracts to sell the Property during the pendency of this Agreement.

11. Default.

11.1 By Seller. If Closing shall not occur as and when provided in this Agreement by reason of a default by Seller, then Buyer shall be entitled, at its option, (a) to terminate this Agreement by delivering an executed termination of this Purchase Agreement, and the Deposit shall be returned to Buyer, and neither Party shall have any further claims against, obligations to, or rights against the other hereunder, or (b) to enforce this Agreement by an action for specific performance brought within six (6) months following the scheduled Closing Date.

11.2 By Buyer. If Closing shall not occur as and when provided in this Agreement due to a default on the part of Buyer, then Seller shall be entitled to terminate this Agreement in accordance with Minnesota Statute Section 559.21 and to retain the Deposit as sole liquidated damages, and upon such termination, this Agreement shall be null and void and neither party shall have any further claims against, obligation to or rights against the other hereunder (except that Buyer's indemnity obligation shall survive any such termination). The Parties acknowledge and agree that the Seller's right hereunder to receive and retain the Deposit as sole liquidated damages upon a default by the Buyer reflects the Parties' mutual agreement that such amount represents a fair and reasonable measure of damages suffered by the Seller for removing the Property from the marketplace and carrying the Property during the pendency of this Agreement, it being further agreed that the exact amount of such damages are incapable of ascertainment with mathematical precision and that the Parties hereto are attempting and intending by such provision to establish a measure of damages that is fair and reasonable under the circumstances. Subject to Buyer's indemnity obligations under this Agreement, which shall survive the Closing or earlier termination of this Agreement, the termination of this Agreement and receipt of the Deposit will be the sole remedy available to Seller upon default by Buyer, and Buyer (subject to any indemnity obligations under this Agreement) will not be liable for damages or specific performance.

12. Indemnity. Buyer hereby indemnifies, defends, and holds harmless Seller from and against any and all liability claims for property damage or personal injury, including reasonable attorneys' fees and mechanic's liens, due to Buyer's entry upon or inspection of the Property by Buyer, its employees, agents, assigns, contractors, or any other person

for whom Buyer is legally responsible. The obligations set forth in this Section shall survive Closing or the earlier termination of this Agreement. Nothing in this indemnification, or in this Agreement, is intended to associate the Buyer with any pollution or contamination on the Property, or obligate Buyer to remediate or address any existing condition on the Property (except for restoration under Section 6.2 above). Buyer shall be responsible for the proper treatment and disposal of all samples taken with respect to the Property.

13. Attorneys' Fees and Costs. In any action to enforce this Agreement or arising out of this Agreement, the prevailing Party shall be entitled to payment from the other Party of the prevailing Party's costs of litigation, including reasonable attorneys' fees. The obligations set forth in this Section shall survive Closing or the earlier termination of this Agreement.
14. Survival. All covenants, agreements, indemnities and representations of Buyer and Seller under this Agreement shall survive Closing, except as otherwise specified in this Agreement.
15. Copies of Notices. Seller will promptly provide Buyer with a copy of any written notification which Seller receives from any governmental authority or any third party prior to Closing with regard to any violation or alleged violation of any law regulating the use of the Property, or any change in the zoning or other classification of the Property.
16. Notice. Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing, and shall be deemed given when personally delivered to a Party set forth below (or an officer or partner thereof where the Party is a business entity), when mailed by first class mail, registered, or certified, return receipt requested, postage prepaid, or when sent by nationally-recognized overnight delivery service, with proof of delivery, delivery charges prepaid, and in any case addressed as follows:

To Seller: Verna Mae Mickelson
c/o Pamela R. Notch, POA
22272 County Road 75 NW
Big Lake, MN 55309

With a copy to:

Dennis J. Dietzler, Esq.
7400 Metro Blvd., Suite 310
Edina, MN 55439
Attn: Dennis J. Dietzler_

To Buyer:

City of East Bethel
City Hall
2241 221st Avenue

East Bethel, MN 55011
Attention: Matt Look, City Administrator

with a copy to:

Eric D. Larson
East Bethel City Attorney
Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, MN 55082

17. Assignment. The Buyer may assign at its sole discretion at any time its rights, duties, and obligations to any person, including but not limited to the East Bethel Housing and Redevelopment Authority or the East Bethel Economic Development Authority. Seller may not assign its rights, duties and obligations hereunder without the prior written consent of the Buyer.
18. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and may not be amended, waived, or discharged except by an instrument in writing executed by the Party against whom enforcement of such amendment, waiver, or discharge is sought.
19. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota and any and all disputes between the parties or regarding this Agreement shall be heard in the State of Minnesota and venued in Anoka County, State of Minnesota.
20. Successors and Assigns. Subject to the limitations of Section 17, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors, and assigns.
21. Time of Essence. Time is of the essence of this Agreement, including, without limitation, the Closing Date.
22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but together shall be deemed one and the same instrument.
23. Confirmation. Upon termination of this Agreement for any reason, Seller and Buyer each agree, upon the written request of the other, to execute and deliver an agreement documenting the termination of this Agreement prior to, if applicable, the return of the Deposit to Buyer.
24. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

25. Consent. Any time unless otherwise provided herein the consent of either Party is required hereunder, such consent shall be written and shall not be unreasonably withheld, conditioned, or delayed.
26. Instructions to Escrow Agent. Seller and Buyer hereby irrevocably instruct Escrow Agent as follows in connection with the Deposit: (a) in the event that Seller delivers to Escrow Agent a written certification (i) that the Agreement has been terminated in accordance with Minnesota Statute Section 559.21 pursuant to its terms or because of a default by Buyer, and (ii) that Seller has given Buyer at least seven (7) days prior written notice of its intention to demand the Deposit; or (b) in the event that Buyer delivers to Escrow Agent a written certification (i) that the Agreement has been terminated pursuant to its terms or because of a default by Seller, and (ii) that Buyer has given Seller at least seven (7) days prior written notice of its intention to demand the Deposit, then in any of such events, unless precluded by a court purporting to have jurisdiction over this matter, or objection of the other party, Escrow Agent will immediately deliver the Deposit, to the demanding Party without the need for any approval by the other Party, and even despite any potential objection by the other Party, if Escrow Agent believes that the objection is not valid, it being agreed that Escrow Agent may conclusively rely upon the certification of the demanding Party and that the other Party's sole remedy, if the certification is incorrect, is against the demanding Party and not against Escrow Agent.
27. Tax Reporting Requirements. If the sale and transfer of the Property hereunder is subject to the reporting requirements for real estate transactions under Section 6045 of the Internal Revenue Code of 1986, then the Parties hereto agree that all necessary information shall be given to the person preparing the settlement statement, who shall then be required to make the necessary and timely report.
28. Expiration Date. Unless (a) both Parties have signed this Agreement within ten (10) Business Days of the date it is signed by the first of the Parties to sign (the "**Expiration Date**") and (b) Buyer has delivered the Deposit, this Agreement shall automatically terminate, and the party signing prior to said date shall have no liability hereunder.
29. Disclosures.
- 29.1 Sewage Treatment System. To the Seller's actual knowledge the Property has an active septic system and sewage that does not go to a permitted facility, and hereby makes the disclosure required pursuant to Minnesota Statutes Section 115.55, Subd. 6.
- 29.2 Wells. Except for any wells disclosed in the Existing Environmental Reports, and except for one (1) active well, Seller is not aware of any wells on the Property and hereby makes the disclosure required pursuant to Minnesota Statutes Section 1031.235(1).

29.3 Methamphetamine Production. To the best of Seller’s knowledge, production of methamphetamine has not occurred on the Property. Seller makes this disclosure pursuant to Minnesota Statutes Section 152.0275.

29.4. Waiver of Relocation Benefits. Seller understands that Buyer is an “acquiring authority” within the meaning of Minn. Stat. Section 117.50-117.56. Seller represents that Seller has read, understands, and has been provided or waives all required notices required under Minn. Stat. Section 117.52. Seller, being fully aware of the types and amounts of relocation assistance, services, payments and benefits for which Seller may be eligible, if any, represents that Seller agrees that the Purchase Price covers its and its affiliates’ Relocation rights and benefits in full and has no additional right to relocation benefits in connection with this transaction and, regardless, waives any and all rights, if any, to such relocation benefits. Seller further represents that other than the following tenants (legal name, address, and telephone number):

there are no occupants of the Property other than the Seller, and to the extent there are any other occupants who may have any right to relocation benefits, Seller shall be solely responsible to such parties to pay those benefits and agrees to indemnify and hold harmless the Buyer for any and all such benefits paid by Buyer to or on behalf of those undisclosed tenants including any and all attorneys fees and costs incurred by Buyer.

30. Exclusivity. Buyer and Seller agree that Seller can continue to market the Property subject to this Agreement but cannot sell or accept any formal or informal offers to purchase the Property, or any part thereof, until receipt of Buyer’s written disapproval of the purchase of the Property by Buyer during the Due Diligence Period. Each Party acknowledges to the other Party that both the Seller and Buyer have incurred and will incur substantial expense in performing its activities concerning the Property and that adequate consideration exists for the foregoing agreement.

EXHIBIT LIST:

- | | |
|-----------|--|
| Exhibit A | Legal Description |
| Exhibit B | List of All Contracts |
| Exhibit C | [Intentionally omitted]. |
| Exhibit D | Limited Warranty Deed |
| Exhibit E | Partial List of Permitted Encumbrances |
| Exhibit F | Form of Seller’s Affidavit |

**SIGNATURE PAGE
TO
PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have hereunder set their hand.

SELLER

Dated: 03/11/2025


Pamela Notch (Nov 3, 2025 14:55:21 CST)

Verna Mae Mickelson, by Pamela R. Notch, as
Power of Attorney

BUYER

CITY OF EAST BETHEL,
a municipal corporation and political subdivision
and a body corporate and politic,

Dated: 03/11/2025

By: 
Ardie Anderson (Nov 3, 2025 09:25:07 CST)

Name: Ardie Anderson
Title: Mayor

Dated: 11/05/2025

By: 
Matt Look (Nov 5, 2025 07:17:55 CST)

Name: Matt Look
Title: City Administrator

JOINDER

The undersigned Escrow Agent joins herein solely for the purpose of agreeing to hold the Deposit and make disbursements pursuant to Section 26 above.

LAND TITLE, INC.

Dated: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

That part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 33, Range 23, Anoka County, Minnesota, described as follows:

Beginning at the Southeast corner of said Southwest Quarter of Section 8; thence North along the East line of Section 8 a distance of 363.00 feet; thence West along the South line of Lot 1, Block 5, OAKWOOD TRAILS and its Easterly extension a distance of 363.00 feet to the Northeasterly corner of Outlot A, OAKWOOD TRAILS; thence: South along the East line of said Outlot A and the East line of Lot 1, Block 4, OAKWOOD TRAILS and its Southerly extension to the South line of said Section 8; thence East along the South line of said Section 8 to the point of beginning.

Subject to easement of record.

PID: 08-33-23-34-0002

The foregoing Legal Description is to be confirmed by the Title Evidence contemplated in the Agreement.

EXHIBIT B

LIST OF ALL CONTRACTS

Except for the following, there are no contracts, licenses, or leases pertaining to the Land:

[LIST].

EXHIBIT D

FORM OF DEED

LIMITED WARRANTY DEED

DEED TAX DUE: \$ _____

Date: _____, 2025

FOR VALUABLE CONSIDERATION, Verna Mae Mickelson, a widowed woman (“Grantor”), hereby conveys and quitclaims to the City of East Bethel, Minnesota, a municipal corporation and political subdivision, a body corporate and politic (“Grantee”), real property in Anoka County, Minnesota, described as follows:

See Exhibit A attached hereto and incorporated herein

together with all hereditaments and appurtenances.

This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property, EXCEPT: See Exhibit B.

Check box if applicable:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Affix Deed Tax Stamp Here

_____ (GRANTOR)
 Verna Mae Mickelson,
 by Pamela R. Notch,
 as Power of Attorney,

 Name:
 Title:

STATE OF MINNESOTA)
)ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2025, by Pamela R. Notch, as Power of Attorney for Verna Mae Mickelson _____

 Notary Public

Check here if part or all of the land is Registered (Torrens)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Eric D. Larson
East Bethel City Attorney
Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, MN 55082

Tax Statements for the real property
described in this instrument should
be sent to (include name and address of Grantee):

City of East Bethel
City Hall
2241 221st Avenue
East Bethel, MN 55011
Attention: East Bethel Finance Director

EXHIBIT E

PARTIAL LIST OF PERMITTED EXCEPTIONS

- (a) General real estate taxes for the year in which Closing occurs and subsequent years;
- (b) Reservation of any mineral rights by the State of Minnesota
- (c) Building and zoning laws, ordinances, and state and federal regulations;
- (d) Restrictions of record relating to use or improvement of the Land and Improvements without effective forfeiture provisions;
- (e) Utility and other easements of record which do not interfere with the current Improvements.

EXHIBIT F

FORM OF SELLER'S AFFIDAVIT

SELLER'S AFFIDAVIT

_____ (the "**Affiant**"), being first duly sworn, on oath says that:

1. I am a widowed woman. ("**Seller**").
2. There have been no:
 - a. Bankruptcy or dissolution proceedings involving Seller during the time Seller has had any interest in the premises described in the Deed ("**Premises**").
 - b. Unsatisfied judgments of record against Seller, and no actions pending in any courts against Seller, which affect the Premises; or
 - c. Tax liens filed against Seller which affect the Premises, and no notice has been received regarding future or pending assessments except with respect to taxes due but not yet payable.
3. No repairs or improvements of the Premises have been undertaken or completed on or about the Premises within the last one hundred twenty (120) days at the request of Seller, and to my knowledge there are no outstanding claims for any labor or material previously supplied for the benefit of the Premises which have not been paid for in full.
4. Affiant knows of no unrecorded contracts, leases, easements or other agreements or interests relating to the Premises to which Seller is a party.
5. Affiant knows of no persons in possession of any portion of the Premises.

Affiant believes, to the best of Affiant's actual present recollection, that the matters herein stated are true and makes this Affidavit for the purpose of inducing the passing of title to the Premises and the insuring of title to the Premises by Land Title, Inc., provided, however, Affiant makes this Affidavit only on behalf of Seller.

By: _____
Name:
Title:

Purchase Agreement 1347 Sims Rd. NE

Final Audit Report

2025-11-05

Created:	2025-11-03
By:	Leslie Mills (lmills@eckbergammers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz86HpJnehqftv46ZzvrkKG2Vqxe15tX

"Purchase Agreement 1347 Sims Rd. NE" History

-  Document created by Leslie Mills (lmills@eckbergammers.com)
2025-11-03 - 3:06:46 PM GMT
-  Document emailed to Pamela Notch (pnotch@hotmail.com) for signature
2025-11-03 - 3:06:50 PM GMT
-  Document emailed to Ardie Anderson (ardie.anderson@ci.east-bethel.mn.us) for signature
2025-11-03 - 3:06:50 PM GMT
-  Document emailed to Matt Look (matt.look@ci.east-bethel.mn.us) for signature
2025-11-03 - 3:06:50 PM GMT
-  Email viewed by Ardie Anderson (ardie.anderson@ci.east-bethel.mn.us)
2025-11-03 - 3:23:01 PM GMT
-  Document e-signed by Ardie Anderson (ardie.anderson@ci.east-bethel.mn.us)
Signature Date: 2025-11-03 - 3:25:07 PM GMT - Time Source: server
-  Email viewed by Pamela Notch (pnotch@hotmail.com)
2025-11-03 - 8:46:22 PM GMT
-  Document e-signed by Pamela Notch (pnotch@hotmail.com)
Signature Date: 2025-11-03 - 8:55:23 PM GMT - Time Source: server
-  Email viewed by Matt Look (matt.look@ci.east-bethel.mn.us)
2025-11-05 - 1:16:27 PM GMT
-  Document e-signed by Matt Look (matt.look@ci.east-bethel.mn.us)
Signature Date: 2025-11-05 - 1:17:58 PM GMT - Time Source: server
-  Agreement completed.
2025-11-05 - 1:17:58 PM GMT