



CITY COUNCIL REGULAR MEETING AGENDA

April 14, 2026 – 7:00 pm

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA
 - A. Approve March 26, 2026 Regular City Council Meeting Minutes (pages 1-4)
 - B. Approve April 2026 Claims (pages 5-17)
 - C. Controlled burn at 75 Birch Bluff Road scheduled for Sat. April 18th (Informational) (page 18)
 - D. Shorewood-Wellhead Protection Plan-Notice of Intent (Informational) (pages 19-22)
 - E. City Hall Roof Cleaning (page 23)
 - F. Water Plant Generator Service (pages 24-26)
5. MATTERS FROM THE FLOOR² (*maximum time of five minutes per person*)
6. PUBLIC HEARINGS
7. SPECIAL BUSINESS
8. OLD BUSINESS
9. NEW BUSINESS
 - A. Street Sweeping bids (page 27)
 - B. Culvert Repair 60 Tonka Bay Lane (pages 28-33)
 - C. Lime Pond Cleaning (pages 34-35)
 - D. City Park Lawn Mowing Service (pages 26-37)
 - E. Fertilization and Vegetation Control (pages 38-40)
 - F. Approve Merjent Manitou Playground permitting and monitoring
 - G. Clerk/Treasurer Backpay (page 41)
10. MATTERS FROM THE FLOOR² (*maximum time of five minutes per person*)
11. REPORTS
 - A. Administrator's Report (page 42)
 - B. Contract Staff Report(s) (pages 43-44)
 - C. Council Member Reports
 1. **Council Member Anderson:** *Committees - Commercial Marinas, LMCD, Sanitation and Recycling*
 2. **Council Member Eckland:** *Committees - Acting Mayor, Alternate SLMPD, Fire Lanes and Public Access, Alternate Employee Advisory Board, Building Inspection*

3. **Council Member Ottum:** *Committees: Banks/Finance/Investments, Technology, Municipal Buildings and Grounds*
4. **Council Member Broas:** *Committees: EFD, Building Inspection, Alternate City Administration, Parks & Docks Liaison (Ex-Officio)*
5. **Mayor Jennings:** *Committees: SLMPD Coordinating Committee, Alternate EFD, City Administration, Public Works, Employee Advisory Board*

12. ADJOURNMENT

All matters listed within the Consent Agenda are considered to be routine items to be enacted upon by one City Council motion. Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion with no further discussion by the Council. Any item may be removed by any Council Member, staff member or person from the public for separate consideration.

²For individuals who wish to address the Council on subjects which are not a part of the meeting agenda. Typically, the Council will not take action on items presented at this time but will refer them to staff for review, action and/or recommendation for future Council action.

MINUTES
TONKA BAY CITY COUNCIL
REGULAR MEETING
MARCH 24, 2026

1. CALL TO ORDER

The regular semi-monthly meeting of the Tonka Bay City Council was called to order at 7:00 p.m.

2. ROLL CALL

Members present: Mayor Jennings, Council Members Anderson, Broas, Eckland, and Ottum.

Staff present: City Administrator Peters, City Engineer Bradford, and City Attorney Nason.

Others present: Andrew Daly, Amy Westby, David Godoy

3. APPROVAL OF AGENDA

Council Member Anderson made a motion to approve the agenda with the addition of 4.E and 9.A. Council Member Eckland seconded the motion. Ayes: Anderson, Broas, Eckland, Ottum, and Jennings. The motion carried.

4. CONSENT AGENDA

- A. Minutes from March 10, 2026 City Council Meeting
- B. March 2026 Claims
- C. Lawn Herbicide/Pesticide Applicator License
- D. LMCD Public Hearing Notice: Fiber Optic Installation
- E. Notice of Intent

Council Member Anderson made a motion to approve the consent agenda as presented. Council Member Eckland seconded the motion. Ayes: Anderson, Broas, Eckland, Ottum, and Jennings. The motion carried.

5. MATTERS FROM THE FLOOR

Andrew Daly, a local business owner, expressed strong concerns about the Flock surveillance camera near Narrows Bridge. He claimed that the cameras function as advanced AI systems capable of collecting extensive vehicle and personal data, raising privacy and data security issues. He questioned the city's control over collected data, citing concerns about third-party access, potential misuse, and reported vulnerabilities and breaches. He also referenced other cities that have discontinued Flock contracts due to similar concerns. Daly criticized reliance on the company's claims and urged greater scrutiny of its practices. He suggested alternative approaches, such as traditional license plate readers used by law enforcement, that balance safety and privacy. He concluded by stating that local crime rates are already low, questioned the effectiveness of the system, and encouraged the City to reconsider its use of Flock cameras.

Mayor Jennings directed City Administrator Peters to add the discussion of Flock

cameras to the next Work Session Meeting.

6. PUBLIC HEARING

None

7. SPECIAL BUSINESS

A. Hennepin County Commissioner Heather Edelson Tonka Bay 2026 Update - Commissioner Edelson provided an overview of Hennepin County operations, services, and the 2026 budget outlook. She noted that the County serves approximately 1.3 million residents across 45 cities and provides a wide range of services, including public health, libraries, 911 dispatch, corrections, and human services, with nearly half of the County's budget dedicated to health and human services. She reported that the 2026 budget reflects growing financial challenges, including an increased reliance on property taxes, which the County is actively working to reduce. Federal and state funding cuts are impacting operations, including an approximate \$8 million reduction in SNAP administrative funding and \$2.8 million in terminated housing and shelter grants. Additional projected impacts include potential penalties of approximately \$20 million related to SNAP error rate requirements and an estimated \$12 million reduction in housing support funding. The County is engaged in legislative advocacy and legal action to address these funding challenges and maintain core services. Commissioner Edelson also addressed the financial status of Hennepin Healthcare, noting that the system is facing significant financial pressure. A proposed sales tax increase is being pursued to provide sustainable funding. Without additional revenue, the County may face tough decisions regarding service reductions or potential closure. Regarding Tonka Bay and surrounding communities, she noted that local property values experienced an approximate 5.1% decrease, which differs from typical upward trends. She highlighted several local infrastructure projects, including pavement preservation on County Road 19 (Smithtown Road), ADA accessibility upgrades, and a multi-use trail project connecting Excelsior and Shorewood. Commissioner Edelson further reported that Tonka Bay has approximately \$17,800 in available County aid funds that may be used for local priorities. She discussed ongoing efforts to update the County's cost participation policy to better support smaller cities, including collaboration with nearby communities such as Deephaven and Eden Prairie. She concluded by noting additional County initiatives, including the opening of a Youth Crisis Stabilization Center to provide local care for youth with complex needs, and emphasized the County's continued focus on balancing financial constraints while delivering essential services and investing in community infrastructure.

8. OLD BUSINESS

None

9. NEW BUSINESS

A. Lake Minnetonka Area Cities Budget Updates - Council discussed a legislative update related to the joint lobbyist partnership with other cities. It was noted that the City had previously agreed to participate and had already contributed approximately \$2,721 toward the effort. During the discussion, it was explained that additional, unanticipated administrative costs were incurred and have been evenly distributed among participating cities. As a result, Tonka Bay has been asked to contribute an additional \$313. Council acknowledged the amount is nominal but emphasized that the expense cannot be approved unilaterally and requires Council consideration. The additional contribution would bring the City's total participation cost to approximately \$3,000. Ayes: Anderson, Broas, Eckland, Ottum, and Jennings. The motion carried.

7. MATTERS FROM THE FLOOR

None

8. REPORTS

A. City Administrator Peters reported that he is approaching his third week in the role and is continuing to become familiar with staff, boards, and regional partners. He announced that a new City Clerk, Jody Lind, has accepted the position with an anticipated start date of March 30, 2026. Work is underway with the City Engineer on planning for 2027 street and utility projects in the Wildhurst and Lakeview areas, with a work session scheduled for further discussion. Preliminary conversations have also begun on the 10-year capital improvement plan for water, sewer, and road infrastructure, including associated funding needs. Staff are coordinating with planning consultants on updates to the zoning ordinance, with a Council Work Session anticipated in April followed by public hearings. Work is also ongoing on the comprehensive plan, now projected for completion in 2028, with anticipated costs between \$40,000 and \$65,000 to be considered in the 2027 budget. Peters noted ongoing discussions with Shorewood regarding Metropolitan Council sewer charge issues. He concluded by sharing that he has begun attending various meetings, including fire, police, and parks committees, as part of integrating into the community and City operations.

A Council Member Eckland asked when the lease agreement with the Minnetonka Baseball Association would be ready for approval. Staff responded that revisions are being finalized following recent Parks & Docks discussions, with the updated agreement expected to be presented at the next Council meeting. It was also noted that updated insurance documentation is required prior to approval, as the previous certificate has expired.

- B. City Engineer Bradford reported the City is currently under spring load restrictions, which began earlier this month and are expected to remain in effect for approximately six weeks. Following the conclusion of these restrictions, staff will coordinate with the contractor to complete remaining punch list items and finalize the project.

Council Member Eckland asked for clarification on maps related to a fiber optic project. The City Engineer responded that the maps appear to show phased installation plans, including locations for directional drilling and conduit placement, which will later be used to install the fiber lines.

9. ADJOURNMENT

There being no further business, Council Member Anderson made a motion to adjourn the meeting at 7:50 p.m. Council Member Broas seconded the motion. Ayes: Anderson, Broas, Eckland, Ottum, and Jennings. The motion carried.

Jennings, Mayor

Attest:

Gildemeister, City Clerk



City of Tonka Bay

***Check Detail Register©**
Checks 1001-1036, 29099-29165

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 US Bank					
1002 e	03/23/26	HealthPartners			
G 101-21706		Health/Life/Dental Ins	\$552.60	72856161730	EMPLOYEE DENTAL BENEFITS FOR APRIL 2026
		Total	\$552.60		
1003 e	03/26/26	WEX BANK			
E 101-43000-212		Gas and Oil	\$1,066.13	110713292	FUEL CHARGES 1/23-2/19/26
E 101-43000-212		Gas and Oil	\$533.06	110713292	FUEL CHARGES 1/23-2/19/26
E 601-49440-212		Gas and Oil	\$533.06	110713292	FUEL CHARGES 1/23-2/19/26
		Total	\$2,132.25		
1004 e	03/23/26	MN State Retirement System (VOYA)			
G 101-21708		Health Care Savings	\$50.00	031926	EMPLOYEE HEALTH CARE SAVINGS PLAN PR031926
G 101-21708		Health Care Savings	(\$25.00)	031926	EMPLOYEE HEALTH CARE SAVINGS PLAN PR031926
E 101-41500-131		Health/Life/Dental Ins	\$25.00	031926	EMPLOYEE HEALTH CARE SAVINGS PLAN PR031926
		Total	\$50.00		
1005 e	03/23/26	HSA Bank			
G 101-21710		Flex Liability	\$25.00		AB ER PR031926
G 101-21710		Flex Liability	(\$25.00)		AB ER PR031926
E 101-41500-131		Health/Life/Dental Ins	\$25.00		AB ER PR031926
		Total	\$25.00		
1006 e	03/20/26	PERA			
G 101-21704		PERA	\$2,577.78	842383	PAYROLL 031926
		Total	\$2,577.78		
1007 e	03/20/26	Nationwide Retirement Solution			
G 101-21705		USCM (Pre-Tax)	\$402.20		BALANCE TO TODD
		Total	\$402.20		
1008 e	03/20/26	Nationwide Retirement Solution			
G 101-21705		USCM (Pre-Tax)	\$1,011.01		TODD CONTRI PR031926
		Total	\$1,011.01		
1009 e	03/19/26	MN State Retirement System (VOYA)			
G 101-21708		Health Care Savings	\$50.00		EMPLOYEE HEALTH CARE SAVINGS PLAN PR 030526
G 101-21708		Health Care Savings	(\$50.00)		EMPLOYEE HEALTH CARE SAVINGS PLAN PR 030526
		Total	\$0.00		
1010 e	03/19/26	MN State Retirement System (VOYA)			
G 101-21708		Health Care Savings	\$50.00		HEALTH CARE SAVINGS PLAN PR030526
G 101-21708		Health Care Savings	(\$25.00)		HEALTH CARE SAVINGS PLAN PR030526
E 101-41500-131		Health/Life/Dental Ins	\$25.00		HEALTH CARE SAVINGS PLAN PR030526
		Total	\$50.00		



City of Tonka Bay

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***Check Detail Register©**

Checks 1001-1036, 29099-29165

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1011 e	03/26/26	MN Dept of Revenue			
G 601-20801		Sales Tax Liability	\$83.00	01202026tax	Sales & Use Tax: Jan 2026
G 603-20805		MN Solid Waste Mgmt	\$2,224.00	01202026tax	Sales & Use Tax: Jan 2026
E 101-41500-438		Fin Admin Miscellaneous	\$346.05	01202026tax	penalty
E 101-41500-438		Fin Admin Miscellaneous	\$16.57	01202026tax	Interest
		Total	\$2,669.62		
1012 e	03/16/26	US BANK			
E 101-45204-220		Repairs/Supplies/Maint	\$170.00		MSA 2026 TREE CERT CLASS - TODD
E 101-43000-220		Repairs/Supplies/Maint	\$114.99		INDUSTRIAL HAND CLEANER
E 101-45200-220		Repairs/Supplies/Maint	\$82.64		COAL FOR STUMP BURNING MANITOU PARK
E 101-43000-220		Repairs/Supplies/Maint	\$20.38		GEL PENS
E 101-43000-220		Repairs/Supplies/Maint	\$104.99		GREASE GUN
E 101-43000-220		Repairs/Supplies/Maint	\$194.97		HEAVY DUTY SHOP TOWELS
E 101-41940-220		Repairs/Supplies/Maint	\$7.98		DISH SOAP
E 101-41500-200		Office Supplies	\$18.00		PDF FILLER FOR 1099'S
E 101-43000-430		Miscellaneous	\$170.75		DVS RENEWAL FOR TRUCKS & TRAILERS 2026
E 101-43000-430		Miscellaneous	\$3.67		CONVENIENCE FEE FOR TABS
E 101-43000-220		Repairs/Supplies/Maint	(\$103.24)		PREVIOUS PAYMENT
		Total	\$785.13		
1013 e	03/26/26	MN Dept of Revenue			
G 601-20801		Sales Tax Liability	\$1.00		Sales & Use Tax: Feb 2026
G 603-20805		MN Solid Waste Mgmt	\$944.00		Sales & Use Tax: Feb 2026
		Total	\$945.00		
1014 e	03/26/26	PERA			
G 101-21704		PERA	\$3,848.88		CONTRIBUTIONS PR021926
		Total	\$3,848.88		
1015 e	03/09/26	US BANK			
E 101-41500-200		Office Supplies	\$276.22		BULK DEPOSIT TICKET BOOKS
		Total	\$276.22		
1016 e	03/09/26	Xcel Energy			
E 602-49490-381		Electric Utilities	\$24.37	964237631	LIFT #9
E 602-49490-381		Electric Utilities	\$110.37	964237631	LIFT #7
E 602-49490-381		Electric Utilities	\$22.69	964237631	SEWER LIFT
E 602-49490-381		Electric Utilities	\$107.63	964237631	LIFT #5
E 602-49490-381		Electric Utilities	\$10.34	964237631	CRABAPPLE LIFT
E 602-49490-381		Electric Utilities	\$25.07	964237631	LIFT #8
E 602-49490-381		Electric Utilities	\$2,541.09	964237631	LOAD PROFILE WTP
E 602-49490-381		Electric Utilities	\$52.25	964237631	LIFT #2
E 602-49490-381		Electric Utilities	\$66.83	964237631	LIFT #4
E 601-49440-230		Water Tower Expenses	\$22.25	964237631	WATER TOWER
E 602-49490-381		Electric Utilities	\$63.23	964237631	LIFT #6
		Total	\$3,046.12		
1017 e	03/09/26	HSA Bank			



City of Tonka Bay

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G 101-21710		Flex Liability	\$25.00		AB ER PR030526
G 101-21710		Flex Liability	(\$25.00)		AB ER PR030526
E 101-41500-131		Health/Life/Dental Ins	\$25.00		AB ER PR030526
		Total	\$25.00		
1018 e	03/06/26	HealthPartners			
G 101-21706		Health/Life/Dental Ins	\$552.60		EMPLOYEE DENTAL BENEFITS FOR MAR 2026
		Total	\$552.60		
1019 e	03/06/26	PERA			
G 101-21704		PERA	\$2,328.32		CONTRIBUTIONS PR030526
		Total	\$2,328.32		
1020 e	03/26/26	Xcel Energy			
E 101-41940-380		Utilities	\$336.20	866775361	CITY OFFICES (01/25/26-02/24/26)
		Total	\$336.20		
1021 e	03/26/26	Xcel Energy			
E 101-43100-381		Electric Utilities	\$40.93	966652773	STREET LIGHTS (01/25/26-02/24/26)
		Total	\$40.93		
1022 e	03/30/26	Xcel Energy			
E 651-49491-381		Electric Utilities	\$17.31	967274893	WOODPECKER LIFT (01/25/26-2/24/26)
		Total	\$17.31		
1023 e	04/03/26	Xcel Energy			
E 101-43100-381		Electric Utilities	\$1,504.96	967461503	SHARED LIGHTS (02/03/26-03/02/26)
		Total	\$1,504.96		
1024 e	04/15/26	US BANK			
E 101-43000-430		Miscellaneous	\$45.00		PAVEMENT PERSEVATION TRAINING-TODD
E 101-43000-220		Repairs/Supplies/Maint	\$104.99		GREASE GUN
E 101-43000-220		Repairs/Supplies/Maint	\$29.99		REPLACEMENT BATTERY 6V
E 101-41940-220		Repairs/Supplies/Maint	\$18.64		AAA BATTERIES FOR CITY HALL
E 101-43000-220		Repairs/Supplies/Maint	\$138.30		10 PK 12V BATTERIES
E 101-43000-220		Repairs/Supplies/Maint	\$36.99		REPLACEMETN BATTERY 12V
E 101-43000-430		Miscellaneous	\$800.00		2026 WATER & WASTE WATER TRAINING, TODD & DEVIN
E 101-41940-220		Repairs/Supplies/Maint	\$14.35		RECYCLING BIN CITY HALL
E 101-41500-220		Repairs/Supplies/Maint	\$96.00		1099 TAX REPORTING SUBSCRIPTION
E 101-41940-220		Repairs/Supplies/Maint	\$36.76		ACRYLIC SIGN
		Total	\$1,321.02		HOLDER,BIN,MOUSEPAD,ADDING MACH PAPER
1025 e	03/03/26	Payment Service Network			
E 101-41500-438		Fin Admin Miscellaneous	\$5.95		FEB 2026 GATEWAY FEE
		Total	\$5.95		
1026 e	03/30/26	US BANK			
E 101-41500-438		Fin Admin Miscellaneous	\$5.00		FEB: ACH Return and NOC Report Prev



City of Tonka Bay

***Check Detail Register©**
Checks 1001-1036, 29099-29165

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41500-438		Fin Admin Miscellaneous	\$33.00		FEB: Monthly Maint - per Acct
		Total	\$38.00		
1027 e	03/04/26	ADP, Inc.			
E 101-41500-100		Salaries	\$904.60		03.04.26 BWPAY
E 601-49440-100		Salaries	\$904.60		03.04.26 BWPAY
E 602-49490-100		Salaries	\$904.60		03.04.26 BWPAY
E 603-49520-100		Salaries	\$470.39		03.04.26 BWPAY
E 652-49521-100		Salaries	\$434.21		03.04.26 BWPAY
E 101-43000-101		Crew Salaries	\$6,506.27		03.04.26 BWPAY
E 601-49440-101		Crew Salaries	\$3,903.76		03.04.26 BWPAY
E 602-49490-101		Crew Salaries	\$2,602.51		03.04.26 BWPAY
E 101-41500-122		Pension-FICA	\$68.88		03.04.26 BWPAY
E 101-43000-122		Pension-FICA	\$498.81		03.04.26 BWPAY
E 601-49440-122		Pension-FICA	\$368.17		03.04.26 BWPAY
E 602-49490-122		Pension-FICA	\$268.41		03.04.26 BWPAY
E 603-49520-122		Pension-FICA	\$35.82		03.04.26 BWPAY
E 652-49521-122		Pension-FICA	\$33.06		03.04.26 BWPAY
E 101-41500-121		Pensions-PERA	\$67.85		03.04.26 BWPAY
E 101-43000-121		Pensions-PERA	\$487.97		03.04.26 BWPAY
E 601-49440-121		Pensions-PERA	\$360.62		03.04.26 BWPAY
E 602-49490-121		Pensions-PERA	\$263.03		03.04.26 BWPAY
E 603-49520-121		Pensions-PERA	\$35.28		03.04.26 BWPAY
E 652-49521-121		Pensions-PERA	\$32.57		03.04.26 BWPAY
E 101-41500-135		MN Paid Leave	\$3.99		03.04.26 BWPAY
E 101-43000-135		MN Paid Leave	\$28.70		03.04.26 BWPAY
E 601-49440-135		MN Paid Leave	\$21.20		03.04.26 BWPAY
E 602-49490-135		MN Paid Leave	\$15.47		03.04.26 BWPAY
E 603-49520-135		MN Paid Leave	\$2.07		03.04.26 BWPAY
E 652-49521-135		MN Paid Leave	\$1.92		03.04.26 BWPAY
G 101-21701		Federal Inc Tax Liab	(\$1,434.50)		03.04.26 BWPAY
G 101-21702		State Inc Tax Liab	(\$830.20)		03.04.26 BWPAY
G 101-21703		FICA Liability	(\$1,273.16)		03.04.26 BWPAY
G 101-21704		PERA	(\$1,081.00)		03.04.26 BWPAY
G 101-21705		USCM (Pre-Tax)	(\$1,329.38)		03.04.26 BWPAY
G 101-21707		Union Dues	(\$99.00)		03.04.26 BWPAY
G 101-21708		Health Care Savings	(\$25.00)		03.04.26 BWPAY
G 101-21715		MN Paid Leave Liability	(\$36.67)		03.04.26 BWPAY
G 101-21703		FICA Liability	(\$1,273.15)		03.04.26 BWPAY
G 101-21704		PERA	(\$1,247.32)		03.04.26 BWPAY
G 101-21715		MN Paid Leave Liability	(\$73.35)		03.04.26 BWPAY
		Total	\$10,522.03		
1029 e	03/04/26	ADP, Inc.			
G 101-21703		FICA Liability	\$1,273.15		03.05.26 BIWEEKLY PAYROLL TAXES
G 101-21701		Federal Inc Tax Liab	\$1,434.50		03.05.26 BIWEEKLY PAYROLL TAXES
G 101-21702		State Inc Tax Liab	\$830.20		03.05.26 BIWEEKLY PAYROLL TAXES
G 101-21703		FICA Liability	\$1,273.16		03.05.26 BIWEEKLY PAYROLL TAXES



City of Tonka Bay

***Check Detail Register©**
Checks 1001-1036, 29099-29165

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$4,811.01		
1030 e	03/18/26	ADP, Inc.			
G 101-21703		FICA Liability	\$1,445.53		03.19.26 BIWEEKLY PAYROLL TAXES
G 101-21701		Federal Inc Tax Liab	\$1,231.85		03.19.26 BIWEEKLY PAYROLL TAXES
G 101-21702		State Inc Tax Liab	\$891.05		03.19.26 BIWEEKLY PAYROLL TAXES
G 101-21703		FICA Liability	\$1,445.54		03.19.26 BIWEEKLY PAYROLL TAXES
Total			\$5,013.97		
1031 e	03/18/26	ADP, Inc.			
E 101-41500-100		Salaries	\$2,717.06		03.19.26 BWPAY
E 601-49440-100		Salaries	\$1,183.44		03.19.26 BWPAY
E 602-49490-100		Salaries	\$1,183.44		03.19.26 BWPAY
E 603-49520-100		Salaries	\$609.81		03.19.26 BWPAY
E 652-49521-100		Salaries	\$657.28		03.19.26 BWPAY
E 101-43000-101		Crew Salaries	\$6,261.28		03.19.26 BWPAY
E 601-49440-101		Crew Salaries	\$3,756.77		03.19.26 BWPAY
E 602-49490-101		Crew Salaries	\$2,504.51		03.19.26 BWPAY
E 617-49863-100		Salaries	\$55.77		03.19.26 BWPAY
E 101-41500-122		Pension-FICA	\$207.83		03.19.26 BWPAY
E 101-43000-122		Pension-FICA	\$478.13		03.19.26 BWPAY
E 601-49440-122		Pension-FICA	\$377.13		03.19.26 BWPAY
E 602-49490-122		Pension-FICA	\$281.50		03.19.26 BWPAY
E 603-49520-122		Pension-FICA	\$46.50		03.19.26 BWPAY
E 617-49863-122		Pension-FICA	\$4.28		03.19.26 BWPAY
E 652-49521-122		Pension-FICA	\$50.16		03.19.26 BWPAY
E 101-41500-121		Pensions-PERA	\$203.78		03.19.26 BWPAY
E 101-43000-121		Pensions-PERA	\$450.22		03.19.26 BWPAY
E 601-49440-121		Pensions-PERA	\$358.89		03.19.26 BWPAY
E 602-49490-121		Pensions-PERA	\$268.85		03.19.26 BWPAY
E 603-49520-121		Pensions-PERA	\$45.74		03.19.26 BWPAY
E 617-49863-121		Pensions-PERA	\$4.18		03.19.26 BWPAY
E 652-49521-121		Pensions-PERA	\$49.30		03.19.26 BWPAY
E 101-41500-135		MN Paid Leave	\$11.98		03.19.26 BWPAY
E 101-43000-135		MN Paid Leave	\$27.60		03.19.26 BWPAY
E 601-49440-135		MN Paid Leave	\$21.79		03.19.26 BWPAY
E 602-49490-135		MN Paid Leave	\$16.27		03.19.26 BWPAY
E 603-49520-135		MN Paid Leave	\$2.69		03.19.26 BWPAY
E 617-49863-135		MN Paid Leave	\$0.25		03.19.26 BWPAY
E 652-49521-135		MN Paid Leave	\$2.90		03.19.26 BWPAY
G 101-21701		Federal Inc Tax Liab	(\$1,231.85)		03.19.26 BWPAY
G 101-21702		State Inc Tax Liab	(\$891.05)		03.19.26 BWPAY
G 101-21703		FICA Liability	(\$1,445.54)		03.19.26 BWPAY
G 101-21704		PERA	(\$1,196.82)		03.19.26 BWPAY
G 101-21705		USCM (Pre-Tax)	(\$1,011.01)		03.19.26 BWPAY
G 101-21707		Union Dues	(\$151.00)		03.19.26 BWPAY
G 101-21708		Health Care Savings	(\$25.00)		03.19.26 BWPAY
G 101-21710		Flex Liability	(\$50.00)		03.19.26 BWPAY
G 101-21715		MN Paid Leave Liability	(\$41.75)		03.19.26 BWPAY



City of Tonka Bay

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Checks 1001-1036, 29099-29165

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 101-21703		FICA Liability	(\$1,445.53)		03.19.26 BWPAY
G 101-21704		PERA	(\$1,380.96)		03.19.26 BWPAY
G 101-21715		MN Paid Leave Liability	(\$83.48)		03.19.26 BWPAY
		Total	\$12,885.34		
1032 e	04/01/26	AVESIS - FIDELITY SECURITY LIFE			
G 101-21706		Health/Life/Dental Ins	\$76.02	3296423	3 EMPLOYEE VISION BENEFITS
		Total	\$76.02		
1033 e	04/28/26	HealthPartners			
G 101-21706		Health/Life/Dental Ins	\$1,252.92	72856989839	EMPLOYEE DENTAL BENEFITS (5/1-30/26)
		Total	\$1,252.92		
1034 e	04/09/26	Payment Service Network			
E 601-49440-430		Miscellaneous	\$17.99	323896	SUPPORT SERVICE FEE (3/1-31/26)
E 603-49520-430		Miscellaneous	\$17.99	323896	SUPPORT SERVICE FEE (3/1-31/26)
E 651-49491-430		Miscellaneous	\$17.99	323896	SUPPORT SERVICE FEE (3/1-31/26)
E 652-49521-430		Miscellaneous	\$17.99	323896	SUPPORT SERVICE FEE (3/1-31/26)
E 101-41500-438		Fin Admin Miscellaneous	\$17.99	323896	SUPPORT SERVICE FEE (3/1-31/26)
		Total	\$89.95		
1035 e	04/06/26	Nationwide Retirement Solution			
G 101-21705		USCM (Pre-Tax)	\$1,114.97		RETIREMENT CONTRIBUTION TODD
		Total	\$1,114.97		
1036 e	04/03/26	PERA			
G 101-21704		PERA	\$3,077.60	844483	EMPLOYEE BENEFITS PAYROLL 040226
		Total	\$3,077.60		
29099	03/24/26	ABDO, LLP			
E 101-41500-301		Auditing	\$18,741.75	519899	JAN 2025 FS AUDIT PREPARATION
E 101-41500-301		Auditing	\$5,507.00	519899	JAN 2026 FS CASH & INVEST RECON
E 101-41500-301		Auditing	\$10,500.00	520396	CERTIFIED AUDIT EOY 2025
		Total	\$34,748.75		
29100	03/24/26	Cady Building Maintenance			
E 101-41940-221		Janitorial	\$524.00	4994561	MARCH 2026 CITY HALL CLEANING
		Total	\$524.00		
29101	03/24/26	Campbell Knutson Attorney at Law			
E 101-41600-304		Legal General	\$845.34		FEB 2026 CRIMINAL COURT PROCECUTION
		Total	\$845.34		
29102	03/24/26	CenterPoint Energy			
E 601-49440-383		Heat	\$1,138.40		WTP
E 101-41940-380		Utilities	\$174.73		CITY HALL
		Total	\$1,313.13		
29103	03/24/26	CenturyLink			
E 601-49440-321		Telephone	\$22.00		WTP
E 101-43000-321		Telephone	\$22.00		PW



City of Tonka Bay

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Checks 1001-1036, 29099-29165

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 602-49490-321		Telephone	\$22.00		WW
		Total	\$66.00		
29104	03/24/26	Excelsior Fire District			
E 101-42200-309		Fire Protection	\$77,897.85	I-535	OPERATIONS
E 101-42200-309		Fire Protection	\$16,673.67	I-535	BUILDINGS
		Total	\$94,571.52		
29105	03/24/26	AT&T MOBILITY			
E 601-49440-321		Telephone	\$34.84	X03032026	PW TABLET
E 602-49490-321		Telephone	\$38.73	X03032026	PW HOTSPOT
E 601-49440-321		Telephone	\$10.75	X03032026	TODDS CELL
		Total	\$84.32		
29106	03/24/26	Gopher State One-Call			
E 601-49440-430		Miscellaneous	\$10.80	6020797	FEB 2026 LOCATES
E 602-49490-430		Miscellaneous	\$10.80	6020797	FEB 2026 LOCATES
		Total	\$21.60		
29107	03/24/26	Hawkins Inc			
E 601-49440-216		Water Plant Chemicals	\$30.00	7360232	CONTAINER CHARGES
		Total	\$30.00		
29108	03/24/26	Hennepin County Treasurer			
E 101-41410-202		Election Supplies	\$222.77	25TNB	BALLOTS, SUPPLIES, COURIER
E 101-41410-202		Election Supplies	\$782.00	25TNB	EQUIPMENT MAINTENANCE
E 101-41410-202		Election Supplies	(\$335.82)	25TNB	2025 VOTER FUND CREDIT
		Total	\$668.95		
29109	03/24/26	Henn Co Information Technology			
E 101-43000-430		Miscellaneous	\$140.86	1000264708	RADIO LEASE 2/1-28/26
		Total	\$140.86		
29110	03/24/26	KASEYA US, LLC			
E 101-41500-436		Computer Services and R	\$89.10	24645569911	DATTO BACKUP 3/1-31/26
		Total	\$89.10		
29111	03/24/26	Kennedy & Graven			
E 101-41600-304		Legal General	\$792.00	TN115-00001	JAN 2026 GENERAL MATTERS
E 101-41600-304		Legal General	\$1,782.00	TN115-00001	FEB 2026 GENERAL METTERS
E 101-41600-304		Legal General	\$902.10	TN115-00005	JAN 2026 CITY COUNCIL MEETINGS
E 101-41600-304		Legal General	\$916.40	TN115-00005	FEB 2026 CITY COUNCIL MEETINGS
E 101-41600-304		Legal General	\$51.80	TN115-00072	FEB 2026 30 PEAR STREET
E 101-41600-304		Legal General	\$540.00	TN115-00074	FEB 2026 25 WASECA AV SHORT TERM RENTAL
E 101-41600-304		Legal General	\$291.20	TN115-00075	JAN 2026 SHOREWOOD ANNEXATION
E 101-41600-304		Legal General	\$93.20	TN115-00075	FEB 2026 SHOREWOOD ANNEXATION
E 101-41600-304		Legal General	\$310.34	TN115-00076	JAN 2026 105 WASECA AV SHORT TERM RENTAL
E 101-41600-304		Legal General	\$2,340.00	TN115-00077	JAN 2026 PERSONNEL MATTERS
E 101-41600-304		Legal General	\$1,170.00	TN115-00077	FEB 2026 PERSONNEL MATTERS



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Checks 1001-1036, 29099-29165

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$9,189.04		
29112	03/24/26	Mediacom LLC			
E 101-41500-436		Computer Services and R	\$239.99	5037813659	INTERNET SERVICES 3/1-31/26
Total			\$239.99		
29113	03/24/26	Metropolitan Council			
E 602-49490-385		Sewage Disposal	\$21,338.70	1202672	APRIL 2025 SEWAGE DISPOSAL CHARGES
Total			\$21,338.70		
29114	03/24/26	Metro West Inspection Services			
G 101-20600		PI Rev/Insp Liability	\$1,371.66	4946	FEB 2026 PERMITS FINALED
Total			\$1,371.66		
29115	03/24/26	Minnesota Teamsters No 320			
G 101-21707		Union Dues	\$104.00		GREG FASCHING 2 MONTHS
G 101-21707		Union Dues	\$87.00		DEVIN LILIENTHAL
G 101-21707		Union Dues	\$111.00		TODD SCHALLBERG
Total			\$302.00		
29116	03/24/26	Navarre True Value Hardware			
E 601-49440-220		Repairs/Supplies/Maint	\$16.82	155686	SHIPPING CHARGES FOR RETURNS
E 601-49440-220		Repairs/Supplies/Maint	\$17.99	352114	HOSE
E 601-49440-220		Repairs/Supplies/Maint	\$12.57	352231	PVC FITTINGS
Total			\$47.38		
29117	03/24/26	Precision Utilities			
E 601-49440-218		Water Main Repairs	\$6,838.75	3453	WATER MAIN REPAIRS EQUIPMENT & LABOR
Total			\$6,838.75		
29118	03/24/26	Quality Signs & Engraving			
E 101-41110-201		Council Supplies	\$22.00	46532	DIAS NAME PLATE FOR MAX PETERS
Total			\$22.00		
29119	03/24/26	Republic Services #894			
E 652-49501-315		Yard Waste Pickup	\$4,487.04	0894-007448	YARD WASTE
E 603-49500-307		Garbage Pickup	\$5,729.04	0894-007448	GARBAGE
E 652-49501-316		Contracted Labor	\$4,506.72	0894-007448	RECYCLING
E 652-49501-316		Contracted Labor	\$2,261.00	0894-007448	26 TONS RECYCLING
Total			\$16,983.80		
29120	03/24/26	SLMPD			
E 101-42100-300		Police	\$17.36		JAN 2026 HC PROCESSING FEES
Total			\$17.36		
29121	03/24/26	Sodimate Inc			
E 601-49440-220		Repairs/Supplies/Maint	\$81.20	9540-0215RE	RESTOCKING FEE FOR RETURNED VALVE
Total			\$81.20		
29122	03/24/26	TN DIESEL LORETTO			
E 101-43000-220		Repairs/Supplies/Maint	\$165.00	10299	2020 MACK DOT INSPECTIONS



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Checks 1001-1036, 29099-29165

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43000-220		Repairs/Supplies/Maint	\$1,709.12	10471	2011 FREIGHTLINER REPAIRS
E 101-43000-220		Repairs/Supplies/Maint	\$495.85	10527	2011 FREIGHTLINER REPAIRS
		Total	\$2,369.97		
29123	03/24/26	Toll Gas & Welding Supply			
E 601-49440-216		Water Plant Chemicals	\$429.00	10650000	CO2 TANKS
E 601-49440-216		Water Plant Chemicals	\$429.00	10654287	CO2 TANKS
E 601-49440-216		Water Plant Chemicals	\$6.44	60097374	FINANCE CHARGE
		Total	\$864.44		
29124	03/24/26	Toshiba America Business Solutions			
E 101-41500-220		Repairs/Supplies/Maint	\$2.26	6781669	BW COPIES
E 101-41500-220		Repairs/Supplies/Maint	\$0.73	6781669	COLOR COPIES
		Total	\$2.99		
29125	03/24/26	Utility Consultants, Inc			
E 601-49440-215		Laboratory Testing	\$50.46	127082	WATER SAMPLES
		Total	\$50.46		
29126	04/09/26	Margaret Gaffney			
E 602-49490-430		Miscellaneous	\$300.00	MG-112124	Reimbursement (partial) for sewer backup repair
		Total	\$300.00		
29127	04/09/26	ABDO, LLP			
E 101-41500-301		Auditing	\$162.50	522038	2025 AUDIT PREPARATION
E 101-41500-301		Auditing	\$3,481.25	522038	FS CASH & INVESTMENT RECONCILIATION
E 101-41500-301		Auditing	\$81.20	522038	CLIENT MILEAGE
		Total	\$3,724.95		
29128	04/09/26	American Waterworks			
R 101-32210		Building Permits	\$208.48	2026-036	PARTIAL REFUND-PERMIT 2026-036, 195 WOODPECKER, CANCELLED PERMIT
G 101-20800		State Surcharge Liab	\$5.00	2026-036	PARTIAL REFUND-PERMIT 2026-036, 195 WOODPECKER, CANCELLED PERMIT
		Total	\$213.48		
29129	04/09/26	CenterPoint Energy			
E 101-41940-380		Utilities	\$214.05		CITY HALL (2/19-3/20/26)
E 601-49440-383		Heat	\$861.59		WTP (2/19-3/20/26)
		Total	\$1,075.64		
29130	04/09/26	CenturyLink			
E 101-43000-321		Telephone	\$22.00		PW
E 601-49440-321		Telephone	\$22.00		WTP
E 602-49490-321		Telephone	\$22.00		WW
		Total	\$66.00		
29131	04/09/26	Compass Minerals			
E 101-43000-220		Repairs/Supplies/Maint	\$294.06	1642868	HWY DEICING ROCK SALT 3 TONS
		Total	\$294.06		



City of Tonka Bay

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Checks 1001-1036, 29099-29165

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
29132	04/09/26	Core & Main LP			
E 601-49440-250		Meter Sales	\$2,367.24	J000012779	12 RADIOS
E 601-49440-250		Meter Sales	\$1,151.92	J000012779	4 METERS
		Total	\$3,519.16		
29133	04/09/26	AT&T MOBILITY			
E 601-49440-321		Telephone	\$34.84		PW TABLET
E 602-49490-321		Telephone	\$38.73		HOTSPOT
		Total	\$73.57		
29134	04/09/26	Gopher State One-Call			
E 601-49440-430		Miscellaneous	\$13.50	6030797	MAR 2026 LOCATES
E 602-49490-430		Miscellaneous	\$13.50	6030797	MAR 2026 LOCATES
		Total	\$27.00		
29135	04/09/26	Grainger			
E 602-49490-220		Repairs/Supplies/Maint	\$14.76	9857837943	POWER END M F LIFTER
E 602-49490-220		Repairs/Supplies/Maint	\$55.91	9863134236	THERMOSTAT
		Total	\$70.67		
29136	04/09/26	H & L MESABI			
E 101-43100-228		Snow and Ice Removal	\$455.42	1595	CURB GUARD
		Total	\$455.42		
29137	04/09/26	Henn Co Information Technology			
E 101-43000-430		Miscellaneous	\$140.86	1000266666	FLEET RADIO LEASE (3/1-31/26)
		Total	\$140.86		
29138	04/09/26	Mediacom LLC			
E 101-41500-436		Computer Services and R	\$535.51		INTERNET (3/31-4/30/26)
		Total	\$535.51		
29139	04/09/26	Menards			
E 101-43000-220		Repairs/Supplies/Maint	\$33.98	43011	PW MISC SUPPLIES
		Total	\$33.98		
29140	04/09/26	Metro West Inspection Services			
G 101-20600		PI Rev/Insp Liability	\$3,474.95	4975	MAR 2026 FINALED PERMITS
		Total	\$3,474.95		
29141	04/09/26	Midwest Pump Works			
E 602-49490-220		Repairs/Supplies/Maint	\$601.36	30271	GASKETS FOR WATER PUMPS
		Total	\$601.36		
29142	04/09/26	MN PEIP			
G 101-21706		Health/Life/Dental Ins	\$3,498.70	1613935	EMPLOYEE HEALTH BENEFITS FOR APRIL 2026
		Total	\$3,498.70		
29143	04/09/26	Navarre True Value Hardware			
E 101-43000-220		Repairs/Supplies/Maint	\$36.98		DRILL BIT
E 101-43000-220		Repairs/Supplies/Maint	\$26.99	352280	DRILL BIT



City of Tonka Bay

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Checks 1001-1036, 29099-29165

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$63.97		
29144	04/09/26	O'REILLY AUTOMOTIVE, INC.			
E 101-43000-220		Repairs/Supplies/Maint	\$11.99	2462238733	FUEL FILTER FOR ROLLER
Total			\$11.99		
29145	04/09/26	Republic Services #894			
E 652-49501-319		Organic Recycling	\$281.94	08940074609	ORGANICS DUMPSTER FOR APRIL 2026
Total			\$281.94		
29146	04/09/26	Republic Services #894			
E 603-49500-307		Garbage Pickup	\$5,729.04	89400749251	RESIDENT GARBAGE (3/1-31/26)
E 652-49501-316		Contracted Labor	\$4,487.04	89400749251	RESIDENT RECYCLING (3/1-31/26)
E 652-49501-315		Yard Waste Pickup	\$4,506.72	89400749251	RESIDENT YARDWASTE (3/1-31/26)
E 652-49501-316		Contracted Labor	\$3,248.70	89400749251	RESIDENT RECYCLING DISPOSAL MAR 2026
Total			\$17,971.50		
29147	04/09/26	SafeAssure Consultants Inc			
E 601-49440-220		Repairs/Supplies/Maint	\$929.71		2026 SAFETY TRAINING ANNUAL CONTRACT
E 602-49490-220		Repairs/Supplies/Maint	\$929.71		2026 SAFETY TRAINING ANNUAL CONTRACT
E 651-49491-220		Repairs/Supplies/Maint	\$464.86		2026 SAFETY TRAINING ANNUAL CONTRACT
Total			\$2,324.28		
29148	04/09/26	Safe-Fast Inc			
E 601-49440-220		Repairs/Supplies/Maint	\$183.44	322441	PW SAFETY SUPPLIES
E 602-49490-220		Repairs/Supplies/Maint	\$183.44	322441	PW SAFETY SUPPLIES
E 651-49491-220		Repairs/Supplies/Maint	\$91.72	322441	PW SAFETY SUPPLIES
Total			\$458.60		
29149	04/09/26	Sensaphone			
E 602-49490-321		Telephone	\$299.40		ANNUAL SENTINEL CELLULAR SUBSCRIPTION
Total			\$299.40		
29150	04/09/26	SLMPD			
E 101-42100-300		Police	\$129,998.50	QTR 1 2026	QTR 2 SLMPD OPERATING BUDGET
Total			\$129,998.50		
29151	04/09/26	SUN SAILOR			
E 301-42500-351		Publishing	\$198.50		LEGAL NOTICE-ORD 2026-01
Total			\$198.50		
29152	04/09/26	Minnesota Teamsters No 320			
G 101-21707		Union Dues	\$104.00		TODD S.
G 101-21707		Union Dues	\$87.00		DEVIN L.
G 101-21707		Union Dues	\$111.00		GREG F.
Total			\$302.00		
29153	04/09/26	Toll Gas & Welding Supply			
E 601-49440-216		Water Plant Chemicals	\$429.00	10657971	CO2
E 601-49440-216		Water Plant Chemicals	\$2,560.89	10658817	BULK CO2 & FREIGHT



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Checks 1001-1036, 29099-29165

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$2,989.89		
29154	04/09/26	Tongen's Tree Service			
E 101-45200-220		Repairs/Supplies/Maint	\$225.00		TREE TRIMMING GLADE AVE
Total			\$225.00		
29155	04/09/26	TOPPERS & TRAILERS PLUS			
E 101-43100-228		Snow and Ice Removal	\$108.00	193242	CENTER CUTTING EDGES
Total			\$108.00		
29156	04/09/26	Total Control Systems Inc			
E 601-49440-321		Telephone	\$135.00	12102	QTR1 2026 WATER TOWER CRADLEPOINT SERVICE
Total			\$135.00		
29157	04/09/26	USA Blue Book			
E 601-49440-216		Water Plant Chemicals	\$334.81	1009009	WTP CHEMICALS MAR 2026
Total			\$334.81		
29158	04/09/26	Utility Consultants, Inc			
E 601-49440-215		Laboratory Testing	\$50.46	127240	WTP SAMPLES
Total			\$50.46		
29159	04/09/26	Verizon Wireless			
E 601-49440-321		Telephone	\$32.23	6139055963	PW ON CALL PHONE (2/21-3/20/26)
E 101-43000-321		Telephone	\$35.01	6139055963	MODEM
Total			\$67.24		
29160	04/09/26	Vestis			
E 601-49440-223		Uniforms Safety Shoes Eq	\$124.29	2500925262	UNIFORM & RUGS
E 601-49440-223		Uniforms Safety Shoes Eq	\$33.46	2500931104	UNIFORM
E 601-49440-223		Uniforms Safety Shoes Eq	\$33.82	2500936919	UNIFORM
E 601-49440-223		Uniforms Safety Shoes Eq	\$33.82	2500942697	UNIFORM
E 601-49440-223		Uniforms Safety Shoes Eq	\$127.38	2500948471	UNIFORM & RUGS
Total			\$352.77		
29161	04/09/26	Water Conservation Service Inc			
E 601-49440-218		Water Main Repairs	\$511.65	150789	91 WILDHURST WATER MAIN LEAK LOCATE
Total			\$511.65		
29162	04/09/26	WELLS FARGO BANK			
E 101-41500-438		Fin Admin Miscellaneous	\$50.00		ANNUAL FEE SAFE DEPOSIT BOX
Total			\$50.00		
29163	04/09/26	WSB & Associates Inc			
E 101-41900-303		Engineering Fees	\$1,168.25	R030981-000	GENERAL ENGINEERING
E 101-42400-303		Engineering Fees	\$80.00	R030981-000	COUNCIL MEETINGS
E 101-41910-318		Consulting Planner	\$2,072.50	R030981-000	MS4 SERVICES
E 101-41910-318		Consulting Planner	\$4,010.25	R031521-000	GENERAL PLANNING
E 101-41910-318		Consulting Planner	\$825.50	R031521-000	CODE ENFORCEMENT



City of Tonka Bay

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Checks 1001-1036, 29099-29165

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$8,156.50		
29164	04/09/26	SECURIAN LIFE INSURANCE			
G 101-21706		Health/Life/Dental Ins	\$8.12		EMPLOYEE LIFE INS BENEFITS (4/1-30/26)
Total			\$8.12		
10100			\$439,214.65		

Fund Summary

10100 US Bank	
101 GENERAL FUND	\$331,193.63
301 WOODPECKER RIDGE RD FUND	\$198.50
601 WATER OPERATING	\$31,013.74
602 SEWER OPERATING	\$35,201.50
603 GARBAGE FUND	\$15,892.37
617 DOCK FUND	\$64.48
651 STORM WATER DR	\$591.88
652 RECYCLING FUND	\$25,058.55
	\$439,214.65

CONTROLLED BURN NOTICE

April 18

TONKA BAY, MN

Planned Burn at 75 Birch Bluff Rd



Conducted by **Excelsior Fire Department** for training purposes.

What to Expect:

✔ A light cloud of smoke

👷 Fire crews on site

🔥 Temporary smoke odor

✔ Training Exercise—No Cause for Alarm

- Close windows & avoid the area if sensitive to smoke
- Thank you for your understanding!



Notice of Intent to LGUs and Workplan

Date: March 23, 2026

To: Jennifer Labadie, Mayor, City of Shorewood
Heather Edelson, District 6 Commissioner, Hennepin County
Tom Workman, Chair and District 2 Commissioner, Carver County
Elise Ryan, Mayor, City of Chanhassen
Kent Carlson, Mayor, City of Deephaven
Gary Ringate, Mayor, City of Excelsior
Tom Fletcher, Mayor, City of Greenwood
Rebecca Schack, Mayor, City of Minnetonka
Bob Tunheim, Mayor, City of Orono
Adam Jennings, Mayor, City of Tonka Bay
James Wisker, District Administrator, Minnehaha Creek Watershed District
Terry Jeffery, District Administrator, Riley-Purgatory-Bluff Creek Watershed District
Water Resources Planning, Metropolitan Council
Abby Shea, Planner, Minnesota Department of Health

From: Matt Morreim, Public Works Director, City of Shorewood

Re: City of Shorewood Wellhead Protection Program

The City of Shorewood is notifying neighboring and overlying units of government of its intent to amend our wellhead protection (WHP) plan. The goal of the plan is to prevent human-caused contaminants from entering our water supply wells and to protect all who use our water supply from adverse health effects associated with groundwater contamination. This notice is required by the Minnesota Wellhead Protection Rule, part 4720.5300, subpart 3.

The entire project will take approximately three years to complete. Public information meetings are estimated to be held around January of 2028 and 2029. You will be notified in advance of these meetings.

WHP Plan Details

At this time, we would like to share the following information with you:

- The unique wells impacted by this notice and covered under the WHP plan are wells:
 - 232331 (Amesbury Well #1)
 - 122298 (Amesbury Well #6)
 - 161414 (Boulder Br. Well #3)
 - 171020 (Boulder Br. Well #4)
 - 171023 (Boulder Br. Well #5)
 - 416160 (Waterford Well #7)
- The WHP plan amendment must be completed by September 6, 2029.
- Please see the attached document for a general project workplan.

Wellhead Protection Manager Contact Information

Name	Position	Address	Phone Number	Email Address
Matt Morreim	Public Works Director, City of Shorewood	5755 Country Club Road, Shorewood, MN 55331	952-960-7913	mmorreim@ci.shorewood.mn.us

Information Requested

If available, we request that you please submit to me:

1. Any existing water and related land resource plans and official controls for your jurisdiction; and
2. A description of conflicts, problems, or opportunities that you would like examined and addressed in our wellhead protection plan.

Additionally, the following are data elements needed to prepare the WHP plan amendment that the city of Shorewood nor the Minnesota Department of Health have at this time. If you have this information, please submit it to me:

- Existence of any new or planned high-volume wells, along with any associated details.

Thank you for your assistance in our wellhead protection efforts. If you have any questions, please contact me.

Regards,



Matt Morreim, P.E.
Public Works Director
City of Shorewood

Enclosures: Workplan

cc: Trudi Witkowski, Source Water Protection Compliance, Minnesota Department of Health
Rosemary Lavin, Water Planner, Hennepin County
Paul Moline, Water Planner, Carver County
Charlie Howley, Public Works Director/City Engineer, City of Chanhassen*
Jeff Kask, Superintendent of Public Works, City of Deephaven
Tim Amundsen, Public Works Director, City of Excelsior
Shanda Wilhelmy, City Clerk, City of Greenwood
Mike Kuno and Chuck Allan, City of Minnetonka*
Dave (DJ) Goman, Public Works Superintendent, City of Orono
Todd Schallberg, City of Tonka Bay

* Denotes participant in the West Metro Multi-Community Wellhead Protection Plan

Wellhead Protection (WHP) Plan Amendment Workplan

Part I

Step	Projected Completion Date (Month and Year)
Letter from MDH Initiating Plan Development	May 23, 2025
Send Notice of Plan Development to Local Government Units (LGUs)	March 2026
Appoint WHP Manger	May 2025
Appoint WHP Team (Optional)	TBD
Scoping 1 Meeting Held (MDH-led)	February 24, 2026
MDH Scoping 1 Decision (Letter)	March 2026
Prepare Aquifer Test Plan	January 2027
MDH Approval of Aquifer Test Plan	February 2027
Delineate Wellhead Protection Area (WHPA)	March-May 2027
Delineate Drinking Water Supply Management Area (DWSMA)	June-July 2027
Conduct Vulnerability Assessment	August 2027
Submit Part I Plan: WHPA, DWSMA, and Vulnerability Assessment to MDH	October 2027
MDH Approval of WHPA, DWSMA, and Vulnerability Assessment	November 2027
Submit Part I Plan: WHPA, DWSMA, and Vulnerability Assessment to LGUs	December 2027
Hold Public Informational/LGUs Meeting	January 2028

Part II

Step	Projected Completion Date (Month and Year)
Scoping 2 Meeting Held (MDH-led)	February 2028
MDH Scoping 2 Decision (Letter)	March 2028
Potential Contaminant Sources Inventory (PCSI)	April-June 2028
Prepare Management Portion of the Plan ¹ (Part II Plan)	July-October 2028
Submit Draft Part II Plan and PCSI Data to MDH for Review	October 2028
PCSI Endorsement by MDH	November 2028
Submit Draft Part II Plan to LGUs	November 2028
Consider Comments Received by LGUs and Incorporate Response to Comments in Plan	January 2029
Hold Public Hearing	January 2029
Submit Final Part II Plan to MDH	February 2029
MDH Review	February-April 2029
MDH Approval	June 2029
Provide Notice to LGUs About Plan Approval	July 2029
Begin Plan Implementation	August 2029

¹ Prepare response to impact of changes on public water supply well; issues, problems, and opportunities; WHP goals; objectives and plan of action; evaluation program; alternative water supply, contingency strategy.

Harry Gorman

Date 3-15-2025

Please make check payable to Harry Gorman

Invoice# 89530

(612) 772 - 3546

Mn Lic# RR741312

www.cedarshakespecialist.com

4901 manitou Rd
Excelsior, Mn 55331


3432 Denmark Ave #95
Eagan, Mn 55123

Work Summary

Repair roof replacing broken, rotted, & damaged cedar shakes. Tighten capping replacing caps as needed. Caulk & seal vent pipes, etc. clean roof using soft cedar wash to remove mold, fungi, & restore the natural cedar tone. treat entire roof using penetrating cedar preservative with anti fungal treatment.

3 year transferable warranty

Total \$ 3,000.00



Representative

X _____
Property making this a valid contract



Total Energy Systems

Estimate #: 125353
Estimate Date: 9/4/2025
Customer #: 57480
Site #: 1

Phone: (888) 548-1400
Email: service@totalenergysystems.com
Website: www.totalenergysystems.com

Estimate Overview

For:
CITY OF TONKA BAY
4901 MANITOU RD
Excelsior, MN 55331
US

Site:
1
4901 Manitou Rd
Excelsior, MN 55331
US

Attn: ---

Phone: 9524742947
Email: tschallberg@cityoftonkabay.net

Phone: (952) 474-2947
Email:

Model Number: DG250 CAT GENERATOR

Serial Number: CATDG250VKJ900142

Description of Proposed Work

THE FOLLOWING ISSUES WERE FOUND WHILE PERFORMING THE LAST PM SERVICE. WE WILL BE REPLACING THE FOLLOWING PARTS:

- LABOR
- MILAGE
- SERVICE SUPPORT FEE
- SERVICE TECHNOLOGY FEE
- COOLANT MANIFOLD GASKETS
- TURBO MOUNTING, TURBO TO EXHAUST PIPE GASKETS
- TURBO OIL PORT GASKETS
- EXHAUST MANIFOLD GASKETS,
- EXHAUST MANIFOLD STUDS AND NUTS
- EXHAUST BLANKET OVER THE EXHAUST PIPE
- SOLENOID VALVE BETWEEN THE GAS REGULATOR AND INTAKE MIXER
- COOLANT

PLEASE REVIEW THE FOLLOWING ESTIMATE AND LET US KNOW IF YOU WOULD LIKE THIS SERVICE PERFORMED.

THANK YOU,
JEFF RASMUSSEN
920-425-3283

Rental Generators, Cable, Transformers, and Transfer Switches Available
"Proven Provider of Critical Power Solutions"

Description of Proposed Work Details

Quantity Line Description

- 42.00 FIELD SERVICE MILEAGE
- 8.00 SERVICE SUPPORT FEE
- 1.00 SERVICE TECHNOLOGY FEE
- 8.00 EP- ESTIMATE LABOR
- 12.00 ANTI-FREEZE, MIX LONG LIFE GL GM109949
- 1.00 FREIGHT-SP
- 6.00 GASKET
- 1.00 THERMOSTAT
- 1.00 GASKET, OIL
- 1.00 HOSE - RETURN
- 6.00 GASKET
- 1.00 TURBO GASKET
- 1.00 CLAMP, 4 IN EXHAUST (NICKSON)
- 1.00 exhaust blanket/insultech 0J9381A

Total Estimated Amount

\$4,293. 11

Terms: Net 30

Please Note: Pricing Does Not Include any *applicable taxes*.

Estimate is Valid for 30 Days from 9/4/2025. This is a good faith Estimate of Repairs.
Any concealed damage or additional work found necessary will be estimated separately.

Rental Generators, Cable, Transformers, and Transfer Switches Available
"Proven Provider of Critical Power Solutions"

Customer Approval

Thank you for your business!

Please complete and sign to indicate approval:

Approved, work to be performed:

... immediately

... at next scheduled PM

... on this date _____

Signature:

Print Name:

Date:

PO Number:

Rental Generators, Cable, Transformers, and Transfer Switches Available
"Proven Provider of Critical Power Solutions"

Street Sweeping Bid

2026-2028

Max, here are the 3 bids for street sweeping. We sweep 3 times a year with a 3 year contract. The city hauls out the spring and fall sweepings, then we contract dumpsters for the fall due to the amount of leaves we have.

Allied proposal is 2026 \$125.00/hr
 2027 \$135.00/hr
 2028 \$140.00/hr

Pearson Bros is 2026 \$140.00/hr
 2027 \$140.00/hr
 2028 \$140.00/hr

Carefree Serv. Is 2026 \$155.00/hr

 Did not want to bid 3 year contract

My recommendation is Allied Blacktop they have had the contract for some time and do good work.

Included are the bids.

Thanks,

Todd



allied Sweeping
Proposal.pdf



carefree
services.docx

60 Tonka Bay Ln

Stormwater repair to culvert and back yard

Max, this is an easement where a culvert needs work on the end of the pipe and flared end is separated. The separated section allowed sand and debris to fill in the backyard. This has been in need of repair for many years. 60 Tonka Bay Ln is willing to work with the city to resolve this on going issue.

Included are the bids

Precision utilities 2026 bid \$6100.00 no restoration (the city will black dirt the area and seed)

Valley Rich 2023 bid Is \$11,100 for a base bid. I've asked for a current bid. (still Waiting) I will give you a current bid if it comes in.

PRECISION UTILITIES
14067 62ND ST
MAYER, MN 55360
9523238511
dan@precisionutilities.com



Estimate

ADDRESS
City Of Tonka Bay.
4901 Manitou Road
Tonka Bay, MN 55331

ESTIMATE # 1644
DATE 08/06/2024

SERVICE	DESCRIPTION	AMOUNT
Storm Sewer	Job address: 60 Tonka Bay Precision Utilities will excavate excess fill around FES and haul off site. FES will then be reattached and backfill around. Area will be graded. All other restoration not included. Trucking supplied by Precision. **City to supply dump site. **Estimate does not include any materials	6,100.00
Thank you for your business.		
SUBTOTAL		6,100.00
TAX		0.00
TOTAL		\$6,100.00

Accepted By

Accepted Date



Date: 7.21.23
Bid: #23409 M



Project: 40 and 60 Tonka Bay Road – Storm Sewer Repair
Location: Tonka Bay, MN

Site Utilities

Valley-Rich Co., Inc. will provide all labor, equipment, and materials needed to repair the storm sewer at the above location. Repair is assumed to be done with a construction joint, see alternate if pipe needs to be replaced. 2 loads of material are to be hauled out from the end of the FES to clean out area. Protective matting is included.

Base Bid: \$11,100

Addenda noted: None

Alternate(s):

Alternate #1 – Add \$2,050 to replace (1) stick of 15" RCP and FES, if required.

Alternate #2 – Add \$2,000 to install rip-rap at end of FES once cleaned out.

Note:

This proposal is good for 30 days from the bid date in order to lock in our material prices with our vendors. Maximum depth of trenches and structures is assumed to be 10 feet when information is not provided.

Respectfully,

Matt Miklya

Exclusions:

Land/Lane use permits, SAC and/or other connection charges, water meters, dewatering, soil correction and/or replacement, pipe support, removal of buried obstructions, jacking, frost charges, rock excavation, construction staking, restoration (other than listed above), compaction tests, hauling of excess soils, erosion control/inlet protection, hazardous material handling, wall sleeves, utility cut-offs and/or removals, cut and patch floors, culverts, irrigation, trench drains, perimeter drain tile, tree removal and/or replacement, grubbing, sheeting, shoring, bracing, and private utility locates.

147 Jonathan Blvd. N., Ste. 4
Chaska, MN 55318

Chaska, Minnesota 55318
Phone: (952) 448-3002

Ask AI Assistant

Why is this information important?



60 Tonka Bay Ln

Stormwater repair to culvert and back yard

Max, this is an easement where a culvert needs work on the end of the pipe and flared end is separated. The separated section allowed sand and debris to fill in the backyard. This has been in need of repair for many years. 60 Tonka Bay Ln is willing to work with the city to resolve this on going issue.

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PRECISION UTILITIES
 14067 62ND ST
 MAYER, MN 55360
 9523238511
 dan@precisionutilities.com



Estimate

ADDRESS
 City Of Tonka Bay.
 4901 Manitou Road
 Tonka Bay, MN 55331

ESTIMATE # 1644
 DATE 08/06/2024

SERVICE	DESCRIPTION	AMOUNT
Storm Sewer	Job address: 60 Tonka Bay	6,100.00
	<p>Precision Utilities will excavate excess fill around FES and haul off site. FES will then be reattached and backfill around. Area will be graded. All other restoration not included. Trucking supplied by Precision.</p> <p>**City to supply dump site.</p> <p>**Estimate does not include any materials</p>	

Thank you for your business.	SUBTOTAL	6,100.00
	TAX	0.00
	TOTAL	\$6,100.00

Accepted By

Accepted Date



Date: 7.21.23
Bid: #23409 M



Project: 40 and 60 Tonka Bay Road – Storm Sewer Repair
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Site Utilities

Valley-Rich Co., Inc. will provide all labor, equipment, and materials needed to repair the storm sewer at the above location. Repair is assumed to be done with a construction joint, see alternate if pipe needs to be replaced. 2 loads of material are to be hauled out from the end of the FES to clean out area. Protective matting is included.

Base Bid: \$11,100

Addenda noted: None

Alternate(s):

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This proposal is good for 30 days from the bid date in order to lock in our material prices with our vendors. Maximum depth of trenches and structures is assumed to be 10 feet when information is not provided.

Respectfully,

Matt Miklya

Exclusions:

Land/Lane use permits, SAC and/or other connection charges, water meters, dewatering, soil correction and/or replacement, pipe support, removal of buried obstructions, jacking, frost charges, rock excavation, construction staking, restoration (other than listed above), compaction tests, hauling of excess soils, erosion control/inlet protection, hazardous material handling, wall sleeves, utility cut-offs and/or removals, cut and patch floors, culverts, irrigation, trench drains, perimeter drain tile, tree removal and/or replacement, grubbing, sheeting, shoring, bracing, and private utility locates.

147 Jonathan Blvd. N., Ste. 4
Office: (952) 448-3362

Chaska, Minnesota 55318
Fax: (952) 448-3362

Ask AI Assistant

Why is this information important?



Max Peters

From: Todd Schallberg
Sent: Friday, March 20, 2026 1:35 PM
To: Max Peters
Subject: lime pond cleaning
Attachments: Estimate_2303_from_PRECISION_UTILITIES_LLC.pdf

Max, this is the only contractor that wants to bid the lime pond cleaning. We usually hauling out 300 yards per year. The three that didn't want to bid are Litzau Excavating, Burns Excavating, and Rayburn Farms. The council only budgeted \$15,000.00 which is \$10,800 short for the pond cleaning. We can partially clean a pond, but it will catch up sooner or later.

PRECISION UTILITIES LLC

PO Box 405
Montrose, MN 55363
(763) 675-1724



Estimate

ADDRESS
Public Works Sup
4901 Manitou Road
Tonka Bay, MN 55331

ESTIMATE 2303
DATE 03/04/2026

SALES REP
dan@precisionutilities.com / 612-251-1976

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Excavation	Job address: 4901 Manitou Road Tonka Bay, MN	1	0.00	0.00
	Precision Utilities will haul lime off of the lime ponds each year at the above address. This estimate is good until end of 2029.			
	Estimate is assuming these ponds have been pumped by other prior to hauling.			
	\$1,200 mobilization fee each year \$86 per yarded hauled			
	Each truck loaded will be billed at: Quad 14 yards Quint 15 yards			

Additional Contract Terms
All credit card payments are subject to a 3% charge.
The price includes only those items listed above as stated
General contractor/owner is to review proposed scope listed above. Precision Utilities is not responsible for items missing from scope

SUBTOTAL	0.00
TAX	0.00
TOTAL	\$0.00

Contractor Notice To Owner
Any person or company supplying material or labor for this improvement to your property may file a lien against your property if that company or person is not paid for the contributions.
Under Minnesota law, you have the right to pay persons who supplied material or labor for this improvement directly and deduct this amount from our contract price, or withhold the amount due them from us until 120 days after completion of improvement unless we give a lien waiver signed by persons who supplied any labor or material for improvement and who gave you a timely notice

Accepted By

Accepted Date

EXCLUSIONS:

Dewatering, soil correction, pipe support, removal of buried obstructions, jacking, frost charges, rock excavation, construction staking, restoration (other than if listed above), compaction tests, hauling of excess soils, erosion control/inlet protection, hazardous material handling, irrigation, sheeting, shoring, bracing, and private utility locates

NORLING'S

Lake Minnetonka Landscapes, Inc.

Spring Park, MN 55384

Phone (952) 471-0255 Norlings.net

City of Tonka Bay
Attn: Mr. Todd Schallberg
4901 Manitou Road
Tonka Bay, MN 55331

March 12, 2026

Based on site inspection and our experience in maintaining landscapes of comparable size to your property, we propose to furnish the following:

Lawn Mowing Services:

- Lawn mowing and trimming services performed weekly or as weather permits (approx. 23 weeks per season)
- Lawn is mowed at a height of 2.5" – 3.5" depending on weather
- Clean debris off of all hardscapes
- In the case of excessive debris, the lawn will be mowed using a bag system to collect debris or backpack blowers to prevent clumps.

Seasonal cost of lawn mowing services: \$13,683.00

Workmanship is performed at a high standard using quality materials.

Maintaining your existing landscape will eliminate the need to replace shrubs, plants or beds and will provide a more pleasing visual appearance.

If this plan is acceptable, please sign below and return one copy of this agreement to our office in the envelope provided.

Sincerely,

Jeremy Fehr
Landscape Maintenance Manager
Jeremy@norlings.net

I have read and agree to the above terms and have initialed acceptance for 2026 Lawn Mowing Services

Signature

Date

Max Peters

From: Todd Schallberg
Sent: Tuesday, March 31, 2026 10:44 AM
To: Max Peters
Subject: Fw: Estimate 1070 from Braun Services LLC

Max, here is the second mowing bid.

From: Braun Services LLC <quickbooks@notification.intuit.com>
Sent: Tuesday, March 31, 2026 9:24 AM
To: Todd Schallberg <TSchallberg@cityoftonkabay.net>
Subject: Estimate 1070 from Braun Services LLC

Braun Services

LLC

Your estimate is ready!

Total \$19,580.00

Dear Todd Schallberg,

Please find your estimate details here. Feel free to contact us if you have any questions. We look forward to working with you.

Have a great day!
Braun Services LLC

[Review and approve](#)

Braun Services LLC
9655 134th St
Cologne, MN 55322



Christy Harper
 6010 Culligan Way
 Minnetonka, MN 55345

Phone: 612-685-3323

Customer Information

BILL TO:

CITY OF TONKA BAY
 4901 MANITOU RD
 EXCELSIOR, MN 55331

Phone: 952-474-7994

1 year term

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
CITY OF TONKA BAY 4901 MANITOU RD EXCELSIOR, MN 55331	TruYou Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$1,330.00
CITY OF TONKA BAY 4901 MANITOU RD EXCELSIOR, MN 55331	TruYou Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,330.00
CITY OF TONKA BAY 4901 MANITOU RD EXCELSIOR, MN 55331	TruYou Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,330.00
CITY OF TONKA BAY 4901 MANITOU RD EXCELSIOR, MN 55331	Vegetation Control	5	Non selective weed control	\$1,220.00
CITY OF TONKA BAY 4901 MANITOU RD EXCELSIOR, MN 55331	Vegetation Control	6	Non selective weed control	\$1,220.00
CITY OF TONKA BAY 4901 MANITOU RD EXCELSIOR, MN 55331	Weed Control Service	10	<i>Thistle Control Services</i>	\$923.00
CITY OF TONKA BAY 4901 MANITOU RD EXCELSIOR, MN 55331	Weed Control Service	10		\$923.00

Subtotal: \$8,276.00

Total Sales Tax Amount: \$0.00

Grand Total: \$8,276.00

Description: 2026 Program: Fertilization, broadleaf weed control and spring pre-emergent crabgrass control for turf areas. Program includes Vegetation Control and Thistle Control for all identified areas, controlling buckthorn and thistles. Thank you!

Account#7002052337

Standard Terms and Conditions

1. **Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
2. **Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
4. **Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). Additional termination provisions for landscape companies, property management companies, agents and other similar entities: To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. **Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. **Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
19. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**
20. **Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.**
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: Christy Harper Date: April 6, 2026
REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

X Customer Signature: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Thank You!



MEMO

To: Mayor and City Council
From: Max Peters, City Administrator
Date: 04/14/2026
RE: Recommendation for Retroactive Compensation – City Clerk/Treasurer

Since that time, the City Clerk has successfully performed the combined functions of these roles, ensuring continuity in the City's financial operations, statutory compliance, and administrative services. The additional responsibilities have been significant and consistent with the scope of a combined Clerk/Treasurer position.

In recognition of these expanded duties, it is recommended that the City Council approve retroactive compensation for the City Clerk at the current established wage for the City Clerk/Treasurer position, effective December 9, 2025.

This adjustment appropriately reflects the level of responsibility undertaken and ensures equitable compensation for the work performed during this period.

Staff Recommendations

I respectfully recommend that the City Council approve retroactive pay for the City Clerk at the current City Clerk/Treasurer wage, effective December 9, 2025, to fairly compensate for the additional responsibilities assumed during this period.

Council Action Required

Council is requested to make a motion to approve retroactive compensation for the City Clerk at the current City Clerk/Treasurer wage, effective December 9, 2025.



Administrator's Report April 14, 2026

CIP Water/Sewer/Road Infrastructure: City Engineer Bradford created 10-year CIP for Water/Sewer/Road infrastructure projects. Work session scheduled for April 28 to discuss with Council.

Zoning Ordinance: Met with Lori Johnson to discuss updating the Zoning Ordinances. She is planning a work session for the second Council meeting in April with a public hearing planned for some time in June. Some concerns include the impervious surface requirements which affect Shoreland zoning which will involve the DNR. Other areas of impact include the section on definitions and a potential rezone of areas to more accurately reflect current usage.

Manitou Playground project: Coordinating efforts of permitting/engineering/implementation with Merjent, WSB, & MW Playscapes. Timeline concerns due to permits and grant expiration. In discussion with HCYAG to determine whether a grant extension is possible/required. Old playground is planning to be scrapped based on project timeline concerns.

Shorewood/Met Council Sewer Charges: Working with Shorewood on correcting a Met Council/Shorewood/Tonka Bay sewer charge issue.

Excelsior Fire Department: Fire Chief Curt Mackey was terminated at the April 8, 2026 EFD Board meeting following 12 months of investigation.

Meetings: City Council meeting, EFD Ops committee, EFD Coordinating Committee, SLMPD Board mtg, Parks & Docks mtg,

Go Team Tonka Bay!

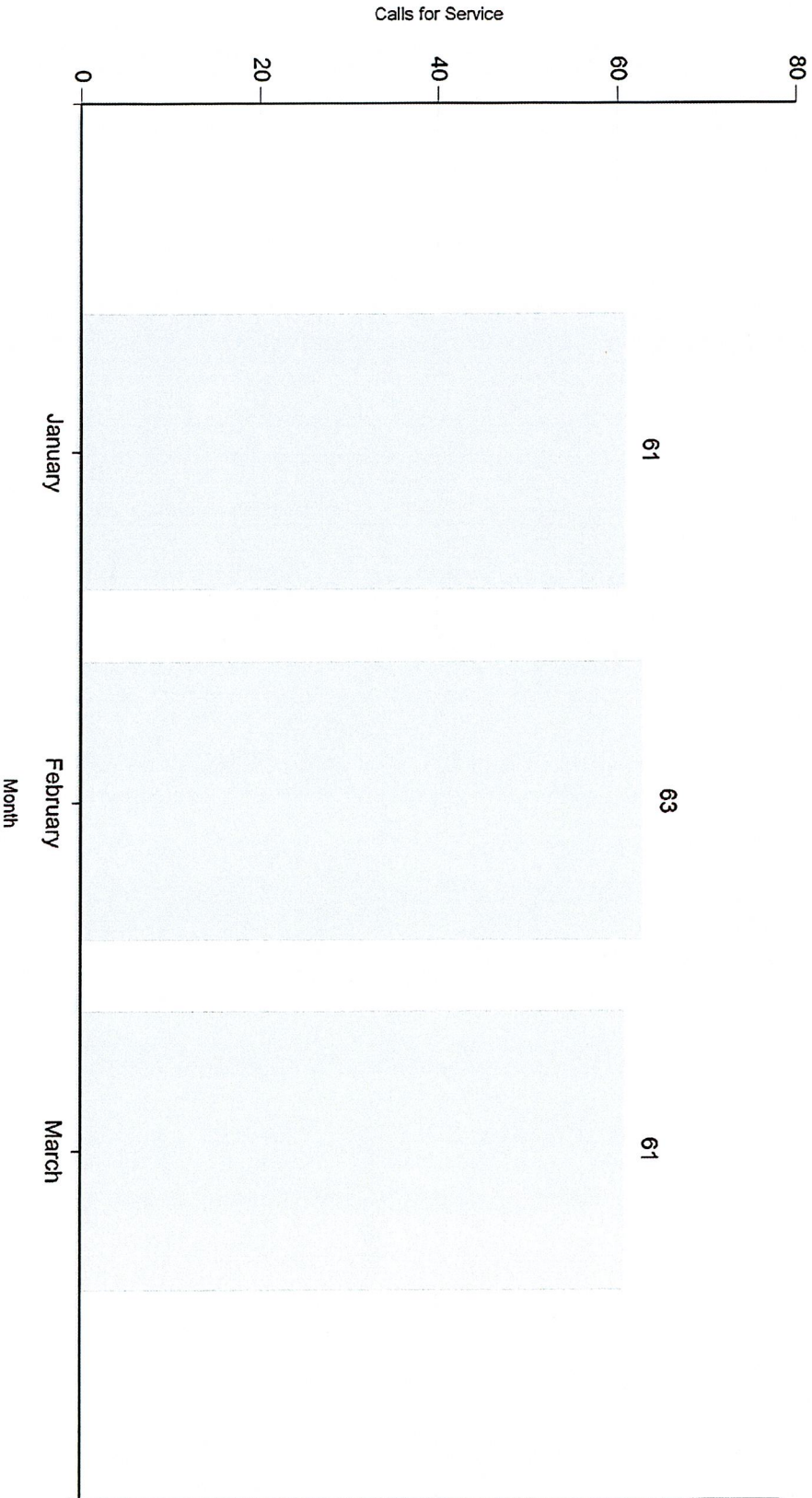


Calls for Service Monthly by City

Date Range: 1/1/2026 to 3/31/2026

Tonka Bay

Total Calls: 185
Total Calls in Cities: 185



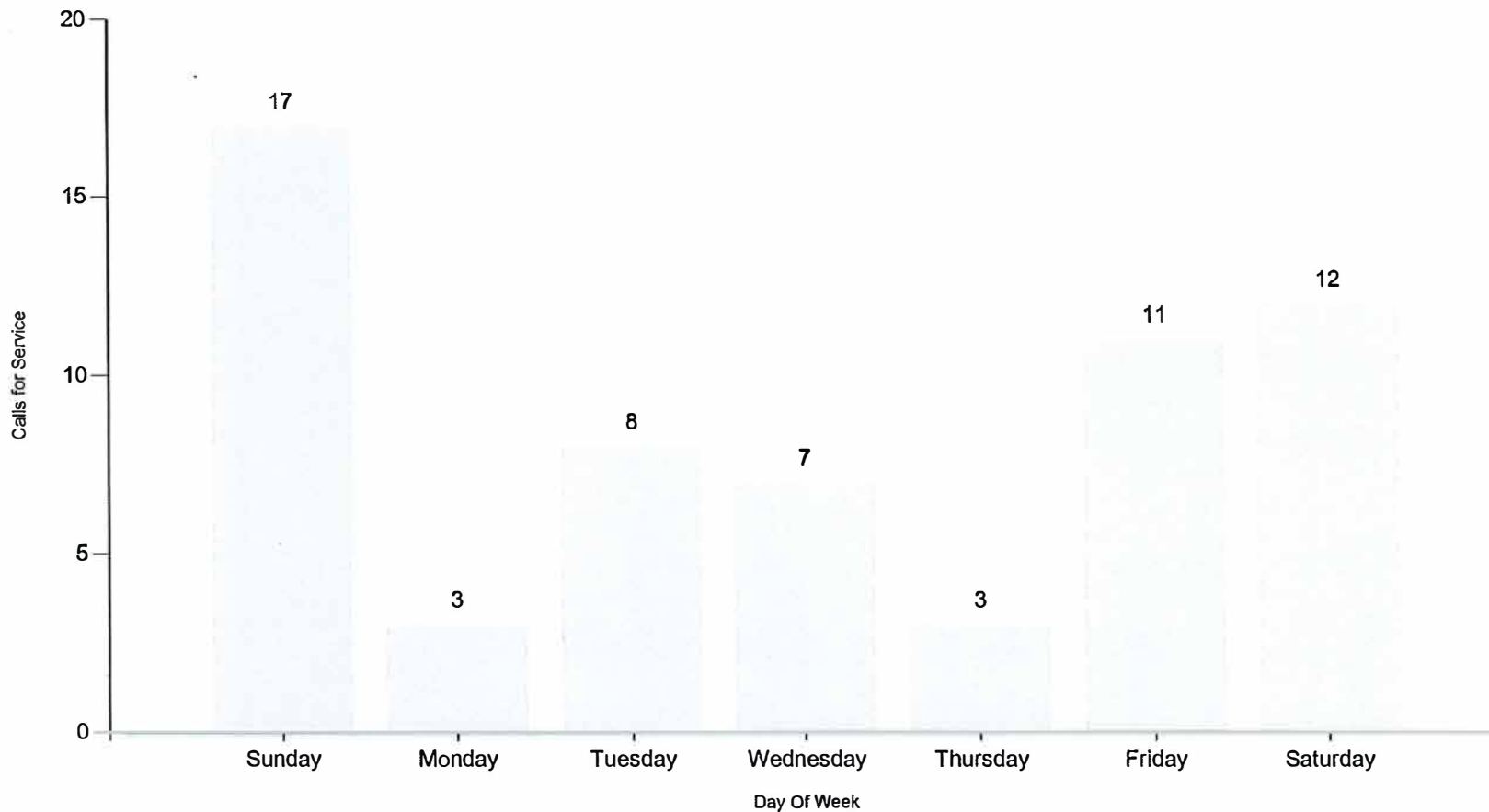


Calls for Service Day Of Week by City

Date Range: 3/1/2026 to 3/31/2026

Tonka Bay

Total Calls: 61
Total Calls in Cities: 61



44