

**CITY OF MINNETRISTA
CONSENT AGENDA ITEM**



Subject: **Accept Improvements and Authorize
Final Payment for the 2025 Street
Improvement Project (City Project No. 01-25)**

Prepared By: Alyson Fauske, PE, City Engineer

Meeting Date: January 7, 2026

Issue:

The 2025 Street Improvement Project, City Project No. 01-25, has been satisfactorily completed and project acceptance and final payment is requested by the contractor.

Background/Discussion:

The 2025 Street Improvement Project, City Project 01-25, was initiated by the City Council at their August 19, 2024 City Council meeting. A contract was awarded to Asphalt Surface Technologies Corporation on March 17, 2025 for the following work: reclamation of Pine Circle, Trillium Lane East, Trillium Lane West, Trillium Lane and Wind Ridge Trail, and watermain valve work in the Trillium area. Resurfacing of Williams Lane via an ultra-thin bond wear course was included in Change Order 1, which was approved on June 2, 2025.

The work is completed and is in general conformance with the Contract documents. Final quantities have been reviewed and agreed to by the City Engineer and it has been determined that the project is complete and final payment is appropriate. Asphalt Surface Technologies Corporation has submitted the required Consent of Surety to Final Payment, Minnesota Form IC-134 Withholdings Affidavit, lien waivers, the signed request for final payment, and a maintenance bond terminating on October 1, 2027.

Conclusion:

Staff recommends that the 2025 Street Improvement Project, City Project 01-25 be accepted, and that final payment be issued to Asphalt Surface Technologies Corporation.

Fiscal Impact:

The bid awarded to Asphalt Surface Technologies Corporation was a total of \$986,591.05. Change Order 1 increased the contract amount by \$31,298.36 for a total of \$1,017,889.41. The final project construction amount is \$854,872.42, which is 16% under the revised contract amount.

Mission Statement:

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

Below are reasons for the underrun of project costs:

- Curb and gutter removal and replacement was less than the estimate.
- Subgrade corrections were not needed.
- Driveway impacts were minimized.

The budgeted amount associated with engineering design, bidding, and construction administration was \$225,474. The final amount billed for these services is estimated to be \$173,000. The total estimated project cost for construction (including Change Order 1) and engineering costs was \$1,243,363.41. The estimated final project cost is \$1,027,872.42.

The 2025 Street Improvement Project, City Project 01-25 costs are funded by Road Maintenance Fund, the Water Fund, and special assessments.

Recommended City Council Action: Staff recommends approving Resolution No.2-26, accepting the 2025 Street Improvement Project, City Project 01-25, and authorizing final payment to Asphalt Surface Technologies Corporation in the amount of \$70,028.43.

Does Recommended Action meet City Mission Statement? Yes No

Does Recommended Action meet City Goals/Priorities? Yes No

Explain:

Mission Statement:

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



December 26, 2025

Mr. Jasper Kruggel, City Administrator
City of Minnetrista
7701 County Road 110 W
Minnetrista, MN 55364

Re: 2025 Street Improvement Project
City Project No. 01-25
City of Minnetrista
WSB Project No. 026511-000

Dear Mr. Kruggel:

Pay Voucher No. 4 (Final) for the above referenced project in the amount of \$70,028.43 is enclosed. The quantities completed have been reviewed and agreed upon by the contractor. We hereby recommend that the City of Minnetrista approve the Final Construction Pay Voucher for ASTECH Corp.

We have also enclosed the following required documents:

1. Satisfactory showing that the contractor has complied with the provisions of Minnesota Statutes 290.92 requiring withholding state income tax (IC134 forms).
2. Evidence in the form of an affidavit that all claims against the contractor by reasons of the contract have been fully paid or satisfactorily secured (lien waivers).
3. Consent of Surety to Final Payment certification from the contractor's surety.
4. Two-year maintenance bond.

Please include one executed copy of the pay voucher with the payment to ASTECH Corp. and return one executed copy to our office for our file. If you have any questions or comments regarding this voucher, please contact me at 612.849.6157. Thank you.

Sincerely,

WSB

Emily Brown, PE
Project Manager

Attachments

ams



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-081-119-712
Submitted Date and Time:	17-Dec-2025 1:15:02 PM
Legal Name:	ASPHALT SURFACE TECHNOLOGY CORP
Federal Employer ID:	41-1581447
User Who Submitted:	CBirr2023
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	873115648
Minnesota ID:	3921215
Project Owner:	MINNETRISTA
Project Number:	2025 STREET IMPROVEMENT
Project Begin Date:	29-Apr-2025
Project End Date:	04-Nov-2025
Project Location:	MINNETRISTA MN
Project Amount:	\$854,872.42

Subcontractor Summary

Name	ID	Affidavit Number
C R FISCHER & SONS INC	1605604	1856679936
SAFETY SIGNS LLC	5139558	960606208
ALLSTATES PAVEMENT RECYCLING AND STABILIZATION INC	3908651	1371058176
JACON CONSTRUCTION CO	9903591	972468224

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-149-652-448
Submitted Date and Time:	5-Dec-2025 10:52:33 AM
Legal Name:	C R FISCHER & SONS INC
Federal Employer ID:	41-1716349
User Who Submitted:	crfischer
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1856679936
Minnesota ID:	1605604
Project Owner:	CITY OF MINNETRISTA
Project Number:	01-25
Project Begin Date:	01-May-2025
Project End Date:	31-Jul-2025
Project Location:	MINNETRISTA
Project Amount:	\$38,814.50
Subcontractors:	No Subcontractors

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-895-629-792
Submitted Date and Time:	3-Dec-2025 10:23:07 AM
Legal Name:	SAFETY SIGNS LLC
Federal Employer ID:	41-1991774
User Who Submitted:	beth novak
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	960606208
Minnesota ID:	5139558
Project Owner:	CITY OF MINNETRISTA
Project Number:	CITY PROJECT NO. 01-25
Project Begin Date:	05-May-2025
Project End Date:	21-Jul-2025
Project Location:	MINNETRISTA, MN - 2025 STREET IMPROVEMENT PROJECT
Project Amount:	\$2,350.00
Subcontractors:	No Subcontractors

Important Messages

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DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-139-784-160
Submitted Date and Time:	3-Dec-2025 8:06:37 AM
Legal Name:	ALLSTATES PAVEMENT RECYCLING & STABILIZATION INC.
Federal Employer ID:	47-3023160
User Who Submitted:	APRSINC
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1371058176
Minnesota ID:	3908651
Project Owner:	MINNETRISTA
Project Number:	01-25
Project Begin Date:	08-May-2025
Project End Date:	23-Jun-2025
Project Location:	2025 STREET IMPROVEMENT PROJECT
Project Amount:	\$28,739.12
Subcontractors:	No Subcontractors

Important Messages

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Please [print this page](#) for your records using the print or save functionality built into your browser.

Cassandra Birr

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Sent: Monday, December 1, 2025 10:30 AM
To: Sarah Jensen
Subject: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-403-964-896
Submitted Date and Time:	1-Dec-2025 10:29:53 AM
Legal Name:	JACON CONSTRUCTION CO
Federal Employer ID:	33-2638043
User Who Submitted:	Jacon8888
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	972468224
Minnesota ID:	9903591
Project Owner:	MINNETRISTA MN
Project Number:	P25-016
Project Begin Date:	29-Apr-2025
Project End Date:	13-May-2025
Project Location:	MINNESTRISTA MN
Project Amount:	\$46,430.59
Subcontractors:	No Subcontractors

Important Messages

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How to View and Print this Request

You can see copies of your requests by going into your History.

This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us and immediately and permanently delete this message and any attachments. Thank you.

RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

1. This is a **LEGAL INSTRUMENT** and must be executed accordingly by officers of corporations and by partners in co-partnership.
2. It is important that **ALL** blanks be completed and the **AMOUNT PAID BE SHOWN**.
3. A receipt similar to this or legal waiver of lien rights will be required for all plumbing, heating, plastering materials, etc.
4. **NO ERASURES OR ALTERATIONS MUST BE MADE.**

November 19, 2025

The undersigned hereby acknowledges receipt of the sum of \$ 38,814.50

CHECK ONLY ONE:

1. as partial payment for labor, skill and material furnished or to be furnished
2. as payment for all labor, skill, and material furnished or to be furnished (except the sum of \$ _____ retainage or holdback)
3. as full and final payment for all labor, skill, and material furnished or to be furnished to the following described real property: (legal description, street address, or project name)

To the following described property:
 MINNETRISTA MN
 CITY PROJECT 01-25, 2025 STREET IMPROVEMENT PROJECT
 PAVING

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skills or materials furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

RETURN TO:
 ASPHALT SURFACE TECHNOLOGIES CORPORATION
 A/k/a ASTECH CORP

 PO BOX 1025
 ST CLOUD, MN 56302
 (320)363-8500
 (320) 363-8700 fax

C R FISCHER AND SONS, INC
 Company Name

Sara Obremski
 Signature

Sara Obremski / Treasurer
 Name / Title

 PO Box 448
 Address

 Farmington, MN 55025
 Address

 12.5.25
 Date

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December 1, 2025

The undersigned hereby acknowledges receipt of the sum of \$ 2,350.00

CHECK ONLY ONE:

- 1. as partial payment for labor, skill and material furnished or to be furnished
- 2. as payment for all labor, skill, and material furnished or to be furnished (except the sum of \$ _____ retainage or holdback)
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PAVING

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--

SAFETY SIGNS, LLC

 Company Name

Beth Novak

 Signature

Beth Novak - Controller

 Name /Title

19784 Kenrick Ave

 Address

Lakeville, MN 55044

 Address

12/3/25

 Date

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December 1, 2025

The undersigned hereby acknowledges receipt of the sum of \$ 28,739.12

CHECK ONLY ONE:

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 PAVING

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 A/k/a ASTECH CORP

 PO BOX 1025
 ST CLOUD, MN 56302
 (320)363-8500
 (320) 363-8700 fax

Allstates Pavement Recycling & Stabilization Inc

 Company Name



 Signature



 Name /Title

14280 James Rd

 Address

Rogers, MN 55374

 Address

12-7-25

 Date

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November 19, 2025

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 A/k/a ASTECH CORP

 PO BOX 1025
 ST CLOUD, MN 56302
 (320)363-8500
 (320) 363-8700 fax

Jacon Construction Co
JACON, LLC

Company Name

Sarah Jensen

Signature

Sarah Jensen Account Manager

Name /Title

1081 S Birch Lake Blvd
~~3900 Labore Rd~~

Address

White Bear Lake MN 55127
~~Vadnais Heights, MN 55110~~

Address

12/1/2025

Date

**CONSENT OF SURETY
TO FINAL PAYMENT**

G707

(Instructions on reverse side)

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____
Bond Number: 108121552

AIA DOCUMENT

TO (OWNER)

(Name and address)

City of Minnetrista

7701 County Road 110 West

Minnetrista, MN 55364

PROJECT:

(Name and address) 2025 Street Improvement Project for the City of Minnetrista, City Project No. 01-25, WSB Project No. 026511-000

ARCHITECT'S PROJECT NO:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(here insert name and address of Surety)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

on bond of

(here insert name and address of Contractor)

Asphalt Surface Technologies Corporation a/k/a ASTECH Corp.

PO Box 1025

St. Cloud, MN 56302

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

(here insert name and address of Owner)

City of Minnetrista

7701 County Road 110 West

Minnetrista, MN 55364

as set forth in the said Surety Company's bond.

SURETY,

CONTRACTOR,

OWNER,

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 17th day of December, 2025 (Insert in writing the month following by the numeric date and year)

Travelers Casualty and Surety Company of America

Surety Company



Signature of Authorized Representative

Title

John C. Klein, Attorney-in-Fact

Attest
Seal





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JOHN C KLEIN** of **MINNEAPOLIS**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

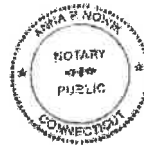
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

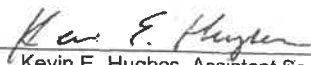
FURTHER RESOLVED, that any bond, recognizance, contract, of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **December**, **2025**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**MAINTENANCE
BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 108121552

KNOWN ALL BY THESE PRESENTS: That we Asphalt Surface Technologies Corporation a/k/a ASTECH Corp., PO Box 1025, St. Cloud, MN 56302, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto City of Minnetrista, MN, as Obligee, in the total sum of Eight Hundred Fifty Four Thousand Eight Hundred Seventy Two and 42/100 U.S. Dollars (\$854,872.42) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated March 17, 2025 for 2025 Street Improvement Project for the City of Minnetrista, City Project No. 01-25, WSB Project No. 026511-000 ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of two year(s) commencing on October 1, 2025, and ending on October 1, 2027 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 17th day of December, 2025.

Asphalt Surface Technologies Corporation a/k/a
ASTECH Corp.
(NO CORPORATE SEAL)
(Principal)

By: 
Jessica L. Winter, Vice-Pres./Secretary

Travelers Casualty and Surety Company of America

By: 
John C. Klein, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JOHN C KLEIN** of **MINNEAPOLIS**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

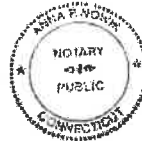
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

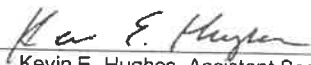
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **December**, 2025




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

RESOLUTION NO. 2-26

**CITY OF MINNETRISTA
HENNEPIN COUNTY, MINNESOTA**

**A RESOLUTION ACCEPTING IMPORVEMENTS AND AUTHORIZING FINAL
PAYMENT FOR THE 2025 STREET IMPROVEMENT PROJECT, CITY PROJECT NO.
01-25**

WHEREAS, pursuant to a written contract signed with the City on April 10, 2025 and Change Order 1 approved on June 2, 2025, Asphalt Surface Technologies Corporation has satisfactorily completed 2025 Street Improvement Project, City Project 01-25, in accordance with such contract, as amended; and

WHEREAS, Asphalt Surface Technologies Corporation has supplied a maintenance bond terminating on October 1, 2027.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Minnetrista, Minnesota, the work completed under said contract is hereby accepted and approved; and

BE IT FURTHER RESOLVED by the City Clerk and Mayor are hereby directed to issue a proper order for the final payment on such contract.

This resolution was adopted by the City Council of the City of Minnetrista on the 7th day of January, 2027, by a vote of _____ Ayes and _____ Nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk