

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM

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

Prepared By: Gary Peters, Public Works Director

Meeting Date: April 6, 2025

Issue:

The Public Works Street Department needs to replace Truck #5, a 2-ton dump truck.

Background/History:

When the City Council approved the 2026 Capital Improvement Plan (CIP) Equipment Fund, it included the purchase of a new 2-ton dump truck for the street Department. This new truck will replace the current 2016 Ford F-550 (Truck #4). It is a 2-ton cab/chassis equipped with a dump body and has 41,000 miles on it. Like the other trucks being replaced, this truck has a diesel engine that has had many issues. The major issue comes from the Diesel Exhaust Fluid (DEF) system with costs just over \$1,700.00 to repair on this truck. New diesel trucks are made for longer hauling/driving and not for short trips and idle time – which City trucks do all the time. Staff found that repairs for DEF related issues are rising and are very expensive to fix. For this reason, Public Works is moving away from diesel engines and purchasing trucks with gas engines. This will also save \$9,500.00 - \$10,000.00 when purchasing a gas engine over a diesel engine - depending on the brand purchased. This truck has also accrued just over \$2,200.00 in other repair costs over its lifetime in the fleet. This does include normal wear and tear replacement parts (i.e., batteries, brakes, oil/filter changes, tires, etc.).

Overview:

The Public Works Director and the Public Works Supervisor have decided to do the same equipment outfit swap on this truck as was done to Truck #104 last year. This involves removing the existing stainless steel dump body and hoist assembly and reinstalling it on the new cab/chassis. This truck is also equipped with a power lift gift, which will also be retrofitted to the new truck. The Public Works Director contacted Towmaster of Litchfield, the original equipment outfitter for that truck, and asked for a quote for performing the outfitted equipment swap. The quote was for \$12,459.00 and is attached.

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

Ford F-550 Crew Cab: \$58,955.00 + tax/title/license fees

Mission Statement:

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

Public Works has had Ford vehicles in the fleet for several years. Changing from diesel engines to gas engines will not only save money on the original purchase price, but Public Works' expectation will be less and lower cost of repairs. Public Works is recommending the purchase of the Ford F-550 crew cab/chassis from Morrie's Buffalo Ford. The current stainless-steel box, hoist/lift system and lift gate are all in good shape, so it is the opinion of both the Public Works Director and the Public Works Supervisor that an equipment swap is the most sensible and money-saving decision. Once this truck is up for replacement in 7-8 years, the next replacement truck will receive a completely new equipment package. This equipment would then be reinstalled on the next new truck after that; thus, this reuse of equipment program will save the city money every other purchase cycle. Upon delivery, the new truck, along with the old truck, will be delivered to Towmaster where the old equipment will be removed and reinstalled onto the new cab/chassis.

Fiscal Impact:

In the 2026 CIP Equipment Fund, \$100,000.00 was estimated for the replacement of this truck (\$75,000.00 for the truck and \$25,000.00 for the for the dump box). The total estimated cost of this new truck with equipment transfer will be \$71,414.00 plus tax/title/license fees. Well within the estimated budgeted amount. Once the new truck has entered the fleet, the old cab/chassis will be sent to ADESA Auto Auction to be sold. The purchase of this new truck and equipment package for the Public Works Street Department will be paid out of the approved 2026 CIP Equipment Fund.

Recommended City Council Action:

Motion to approve Res No. 40-26 for the purchase of a 2026 Ford F-550 regular cab/chassis from Morrie's Buffalo Ford in Buffalo, MN at a cost of \$58,955.00 plus tax/title/license fees.

Mission Statement:

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



Preview Order 2222 - F5H 4x4 Reg Chas Cab DRW : Order Summary Time of Preview: 02/25/2026 12:52:25 Receipt: NA

Dealership Name : Morrie's Buffalo Ford

Sales Code : F58631

Dealer Rep.	Michael Schuetz	Type	Fleet	Vehicle Line	Superduty	Order Code	2222
Customer Name	Minetrista	Priority Code	E1	Model Year	2026	Price Level	645

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 CHASSIS CAB DRW/169	\$59795	50 STATE EMISSIONS	\$0
169 INCH WHEELBASE	\$0	SNOW PLOW PREP PACKAGE	\$350
TOTAL BASE VEHICLE	\$59795	TRAILER BRAKE CONTROLLER	\$300
OXFORD WHITE	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
CLOTH 40/20/40 SEAT	\$100	410 AMP DUAL ALTERNATOR	\$215
MEDIUM DARK SLATE	\$0	PRICE CONCESSION INDICATOR	\$0
PREFERRED EQUIPMENT PKG.660A	\$0	REMARKS TRAILER	\$0
.XL TRIM	\$0	DUAL BATTERY	\$210
.AIR CONDITIONING – CFC FREE	\$0	REAR VIEW CAMERA & PREP KIT	\$515
.AM/FM STEREO MP3/CLK	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0
.7.3L DEVCT NA PFI V8 ENGINE	\$0	XL CHROME PACKAGE	\$425
10-SPEED AUTO TORQSHIFT	\$0	.FOG LAMPS	\$0
225/70R19.5G TRACTION TIRES	\$190	.REMOTE START SYSTEM	\$0
4.88 RATIO LIMITED SLIP AXLE	\$395	SPECIAL FLEET ACCOUNT CREDIT	\$0
PAYLOAD PLUS PACKAGE UPGRADE 2	\$1155	FUEL CHARGE	\$0
FRONT LICENSE PLATE BRACKET	\$0	PRICED DORA	\$0
PLATFORM RUNNING BOARDS	\$320	ADVERTISING ASSESSMENT	\$0
19550# GVWR PACKAGE	\$0	DESTINATION & DELIVERY	\$2795

TOTAL BASE AND OPTIONS	\$60,755	MSRP	\$66765
DISCOUNTS	- 1800		NA
TOTAL	\$58,955		\$66765

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

INCENTIVES:

Acc. Code ID: 10 Contract/Ref #: 08-294T Description: undefined Concession Amount: \$-1800.00

This order has not been submitted to the order bank.

This is not an invoice.

Quotation: 20000339

Page: 1/6

MINNETRISTA, CITY OF
 7701 COUNTY RD 110 W
 MINNETRISTA MN 55364

Order Date: Mar 31, 2026
Estimated Completion Date: Mar 31, 2026
Customer Reference: RFQ - - GARY PETERS
Purchase Order Date: Mar 31, 2026
Customer Number: 1013330
Valid From: Mar 31, 2026
Valid To: Aug 31, 2026

Ship to Address:
 MINNETRISTA, CITY OF
 7701 COUNTY RD 110 W
 MINNETRISTA MN 55364

STATE OF MN CONTRACT #257425 AMENDED & #267372 AMENDED

REF: TRANSFER OF EQUIPMENT FROM UNIT #5

Product	Description	Quantity	Net Price	Net Value
SERVICE JOB.	Misc parts and labor for:	1 EA	2970 USD / 1 EA	2,970.00 USD
	REMOVAL OF USED 11'6" FSS DUMP BODY W/DUMP-THRU LIFT GATE, OSP 515E HOIST, RUNNING LIGHTS, WARNING LIGHTS (BODY ONLY), PROTECH 36" TOOLBOX, HOIST PUMP, & FENDERS FROM EXISTING 84" CHASSIS. RECONNECT LIFTGATE POWER IN NEW CHASSIS. RECONNECT BODY STROBE LIGHTS TO POWER SOURCE IN NEW CHASSIS, W/OEM SWITCH IN CAB.			
9900261.	PRECO model 1020, installed	1 EA	440 USD / 1 EA	440.00 USD
9901572.	INSTALL 24"-48" TOOL BOX	1 EA	497 USD / 1 EA	497.00 USD
	Labor and install kit, complete. NOTE: HOIST PUMP TO BE REMOUNTED IN TOOLBOX			
9901454.	INS DUMP BODY & ELEC HOIST	1 EA	3977 USD / 1 EA	3,977.00 USD
	Includes FMVSS 108 Lights & Rear Flaps			
9904691.	INS of (Initial) Single Camera system	1 EA	501 USD / 1 EA	501.00 USD
	Note: or relocation of OEM camera on Vehicle			
9903685.	WHELEN WIONSMA, Amber LED	2 EA	560 USD / 1 EA	1,120.00 USD
	Amber LED Warning Light, surface mount, Each, Installed			

Quotation: 20000339

Page: 2/6

Product	Description	Quantity	Net Price	Net Value
**NOTE: TO BE MOUNTED ON TRUCK CHASSIS FRONT GRILLE, WITH WIRING TO OEM SWITCH IN CAB.				
9901171.	Fenders M1900 W/Brkts 19.5" Installed	1 EA	692 USD / 1 EA	692.00 USD
9900775.	TMTE Medium Duty STD Plate assembly	1 EA	687 USD / 1 EA	687.00 USD
**NOTE: SEE SPECIAL REQUEST ON ICC BUMPER ATTACHEMENT.				
9901172.	Installation of med duty (Weld On)	1 EA	334 USD / 1 EA	334.00 USD
9900776.	PH-20 Pintle Hook installed	1 EA	263 USD / 1 EA	263.00 USD
20 ton (40,000 lb GTW) Rated				
9902494.	7 RV (flat pin) Elec Socket installed	1 EA	266 USD / 1 EA	266.00 USD
9901112.	ICC BUMPER	1 EA	232 USD / 1 EA	232.00 USD
9901113.	Install ICC BUMPER	1 EA	315 USD / 1 EA	315.00 USD
SPECIAL REQUEST.	Special Request Charges for:	1 EA	165 USD / 1 EA	165.00 USD
BOLT-ON ICC BUMPER IN LIEU OF STANDARD				

Net Due in 30 Days	Total Net Amount		12,459.00 USD
EXW	Taxable Amount	100%	12,459.00 USD
	Total		12,459.00 USD

Shipping Point

Accepted by:

Date: _____



We look forward to your order.

Quotation: 20000339

Page: 3/6

**General Terms and Conditions for the Sale of Goods
by
Subsidiaries of ASH North America, Inc.****1. SCOPE AND VALIDITY**

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

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

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

2. OFFERS, ORDERS AND CONFIRMATION

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

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

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

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

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

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

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

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

3. PRICES

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

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests.

In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

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

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

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

Quotation: 20000339

Page: 4/6

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

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

5. SECURITY INTEREST

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

6. OBLIGATIONS OF CUSTOMER

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

7. DELIVERY AND ACCEPTANCE

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

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

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

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

8. EXAMINATION AND CONFORMITY TO ORDER

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

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

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

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

9. LIMITED PRODUCT WARRANTY

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

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

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

Quotation: 20000339

Page: 5/6

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

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

10. LIMITATION OF LIABILITY

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

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

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed

amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

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

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

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

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

12. INTELLECTUAL PROPERTY

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

13. FORCE MAJEURE

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

14. MISCELLANEOUS

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

Quotation: 20000339

Page: 6/6

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

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

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

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

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

15. ENTIRE AGREEMENT; CONFLICTS.

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

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

16. APPLICABLE LAW AND JURISDICTION

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

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

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

RESOLUTION NO. 40-26

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

WHEREAS, the city received the lowest quote from Morrie's Buffalo Ford in the amount of \$58,955.00 plus tax/title/license fees for one 2026 Ford F-550 Regular Cab/Chassis truck;

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that they approve the purchase of one 2026 Ford F-550 Regular Cab/Chassis truck from Morrie's Buffalo Ford for the Public Works Street Department at a price of \$58,955.00 plus tax/title/license fees.

This resolution was adopted by the City Council of the City of Minnetrista on the 6th day of April 2026, by a vote of _____ Ayes and _____ Nays.

Mayor Lisa Whalen

ATTEST:

Ann Meyerhoff, City Clerk