

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM

Subject: Approve the replacement of the paved return on Northview Drive and the overlay of the paved return on Highland Road

Prepared By: Gary Peters, Public Works Director

Meeting Date: September 9, 2026

Issue:

The paved return on Northview Dr needs replacement, and the paved return on Highland Road needs an overlay.

Background/History:

Over the last 10 years, Public Works has been working on installing and improving the paved returns on gravel roads. These paved returns are the 50-100 feet of asphalt at the intersection of gravel roads and perform two necessities. The first is providing safety during grading operations. These paved returns allow the grader to stop short of the actual intersection and not have the grader's front end project into the opposing roadway and possibly cause an accident. The second is vehicle acceleration and rutting. With the paved returns installed, vehicles leaving the gravel road can accelerate without wheel spin on the gravel section which helps with merging into traffic and eliminates the rutting that occurs from the continuous tire rotating action.

Overview:

The paved return on Northview Drive has had only limited maintenance and needs replacement. The asphalt is extremely block cracked and falling apart along the shoulders which extends into the paved return. Public Works staff would remove the entire paved return area (approximately 2000 square feet) and prep the base for all new asphalt. The City's Engineering Tech would stake and mark the limits for paving. This paving would consist of a 2½" base lift and a 2" wear course lift. The new paved area would be 60 feet wide at the county road tapering down to 26 feet wide at the right-of-way which is approximately 27 feet in from the county road, with the 26 foot wide area continuing for approximately 40 feet. See attached paving design attached.

The paved return on Highland Road has had limited maintenance and needs an overlay. The asphalt is extremely block cracked but not to the point where total removal is necessary. Public Works staff would remove and replace any bad areas of asphalt. And the width of the road would be adjusted to 26 feet wide – it is currently 28-31 feet wide due to patching operations. The entire paved return area (approximately 6000 square feet) would receive a 2" wear course lift. The City's Engineering Tech would stake and mark the limits for paving. The new paved area would again be 60 feet wide at the county road tapering down to 26 feet wide at the right-of-way which is approximately 27

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.

feet in from the county road, with the 26 foot wide area continuing for approximately 180 feet. See attached paving design attached. Public Works staff would then come back and shoulder these areas with gravel.

Fiscal Impact:

Four local paving companies were asked to submit quotes for paving these returns. All return quotes. The results of the quotes were as follows:

Contractor	Northview Dr Cost	Highland Rd Cost	Total
TruSeal America	\$10,000.00	\$15,500.00	\$25,500.00
JBT Blacktopping	\$8,000.00	\$12,000.00	\$20,000.00
Dunsmore Asphalt	\$10,777.00	\$16,750.00	\$27,527.00
Southeast Paving	\$23,250.00	\$35,900.00	\$59,150.00

Public Works recommends approving JBT Blacktopping for both areas – the replacement of the Northview Drive paved return and the overlay of the Highland Road paved return. JBT Blacktopping has completed work here in the city before, and their work was excellent. This project has been broken down into three different resolution so the City Council can decide if they want to do both paved returns this year, or choose just Highland Rd or Northview Dr. This maintenance work will be funded out of the 43121 General Maintenance Fund.

Recommended City Council Action:

Motion to approve Resolution No. 94-26 to approve JBT Blacktopping for the replacement paving of the Northview Drive paved return and the overlay paving of the Highland Road paved return at a total cost of \$20,000.00.

Mission Statement:

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DATE: 7/31/26

Gary Peters		
Northview Dr Roadway		
Street		
Minnetrista MN		
City	State	Zip
952-241-2532 garypeters@cityofminnetrista.gov		
PHONE		FAX/E-MAIL



Driveways Parking Lots Roadways Private Streets

PO BOX 26 SHAKOPEE, MN 55379
PHONE (952)496-3977 (952)445-5215

Work Instructions:

Roadway Approach Area Approx. 2,000 Sq. Ft

Final grade and compact area

Install two layers of hot mix asphalt

First layer install 2.5" of MnDOT spec base course hot mix asphalt

Power roll for compaction

Second layer install 2" of MnDOT spec wear course hot mix asphalt

Power roll for compaction

Total \$8,000

Note: One Mobilization

We propose hereby to furnish material and labor complete in accordance with specifications for the sum:

_____ dollars (\$_____)

NOTICE:

All materials guaranteed for one year. All work to be completed in a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. No guarantee on grass, weeds, cracks or tire marks including straight-line cracking from frost.

It is mutually understood and agreed that, should you fail to pay us and this matter is placed with an outside agency for collection, collection fees, court costs, interest at the rate of (eighteen percent per annum) and all other court costs of collection in addition to the principal amount. Acceptance of proposal – The above price specifications and conditions are satisfactory and are hereby accepted.

Mitch Jones

Contractor agrees to do the above work for the amount listed

TOTAL AMOUNT \$

DEPOSIT \$ _____

BALANCE DUE \$ _____

Customer orders the above work as listed and agrees to pay for same upon completions



TruSeal America
11278 Rich Valley Blvd
Inver Grove Heights, MN 55077
(952) 895-9197

The following is an itemization of the work to be done at **North View Dr Minnetrista, MN 55364**. Please review and contact Matthew Dye with any questions 612-296-8041, MDye@trusealamerica.com

Date: 8-6-2026

Proposal For: City of Minnetrista
7701 County Road 110W
Minnetrista, MN 55364

Attn: Gary Peters - Public Works Director
Direct: 952.241.2532
Email: garypeters@cityofminnetrista.gov

Job Description: Brand New Asphalt Roadway

Terms: Net 30



DESCRIPTION	QUANTITY	TOTAL
New Asphalt Road		
City of Minnetrista Staff will take off the old asphalt down to Class 5. TruSeal will level it out and grade to make sure the water runs the proper way. Will construct the roadway at Northview Drive to 60 feet wide at the county road with a straight line tapered to 26 feet wide at approximately 27 feet north of the county road. The 26-foot-wide area will be approximately 40 feet long. City of Minnetrista will have the taper and sides marked and ready when it is time to pave. Time of Paving - Construct 2 ½” of Type SP non-wear course mix (2,C)(SPNWB230C) Apply Tac Coat to ENTIRE NON-WEAR COURSE Construct 2” of Type SP 12.5 Wear course mix (2,c)(SPWEB240C). Compact with Vibratory Roller and provide Banner Access if needed	2000 sq/ft	\$10,000.00
	Total	\$10,000.00
Note: Due to economic conditions an additional fuel surcharge may be added at the time work commences if the price per gallon of diesel fuel is \$4.75 or higher.		
CUSTOMER NOTES:		
Incidental Damages:		
<u>TruSeal America will not be responsible for the following:</u> Garage Floor damage and/or Brick Fascia done while removing apron or driveway Sprinkler Head or Irrigation damage setup against driveways, walks, or other work areas. Garage Door damage if doors are not lifted during installation. Electric Fence damage done while removing driveways, walks, curbs or other work areas Any damage done to Chip Sealed roads while removing driveways, aprons, or walks		
Asphalt Paving and Patching:		
When removing and replacing driveways we may remove the driveways and allow them to sit open for anywhere from 2 to 14 days depending on soil conditions. It is imperative that we have stable and firm base in order to get the best overall results.		

- c. Contractor shall keep the premises free from the accumulation of waste material or rubbish which results from the execution of its work. Contractor agrees to facilitate the removal of waste material and rubbish on termination or completion of the project using dumpsters and/or waste removal mechanisms provided by Customer at the project site. Contractor shall not be responsible for any unclean conditions caused by others.
 - d. Contractor does not sell, provide or install railings, but will re-install railings that are in good condition. Where local code requires railings, it is the responsibility of the Customer to comply with such code. Liability for proper re-installation of railings remains the sole responsibility of Customer.
 - e. Upon payment for work completed, Contractor agrees to provide Customer with lien waivers from all persons or parties hired by, under contract with or acting under the direction or employ of Contractor, who performed labor or supplied materials, equipment or expertise at, to or for the project.
2. **Responsibilities of Customer.** Customer's duties and rights in connection with the project herein are as follows:
- a. Subject to the conditions contained herein, Customer shall pay Contractor the Contract Price by check written on an account with readily available funds, bank money order, cashier's check or cash.
 - b. Customer shall inform Contractor of all known conditions that could materially affect the performance of work, including but not limited to, prior water presence and subsurface conditions in the area where the work is to be performed. Prior to the commencement of work, Customer shall conduct an investigation of the project site and represents to Contractor that the existing nature and condition of the project site is as it appears and that there are no other concealed conditions which would materially change the nature of the work to be performed by Contractor.
 - c. Customer shall provide Contractor, at no charge, with access to water and electric if at all possible.
 - d. Customer shall ensure that no other work or tasks will be contemporaneously performed in the work area by the Customer, other trades or subcontractors once Contractor has commenced performance of its work.

Terms of guarantee are contingent upon receipt of final payment.

Asphalt Guarantee:

Fully covering labor and materials against breakup for a period of 3 year(s) with proper asphalt maintenance for paved products. Fully covering labor and materials against breakup for a period of 2 year(s) with proper asphalt maintenance for patched products. Damage caused by surrounding asphalt, water, failures caused by substrate conditions, or 3rd party damage is not included with this guarantee. Asphalt Overlays, Cold Patching, Temporary Patching of any kind are not subject to any warranty.

“TruSeal America’s” Guarantee does not cover heaving of asphalt, sub grade failure, settling or expansion cracks due to freeze thaw weather cycle or tree roots. Asphalt is a machine laid surface which has seams that are sometimes noticeable. The surface texture of hand laid areas may not be uniform to machine laid areas, due to hand raking.

We cannot guarantee drainage or against water pooling on new asphalt without adequate slope. In flat areas water will not drain unless there is more than 1” of fall per 6 feet. “TruSeal America” shall not be liable for damage to adjoining concrete flat work by asphalt installation equipment during standard construction procedures.

Proposal excludes the following unless otherwise stated in the proposal: Permits, Erosion control, Irrigation repair / Restoration, Towing charges, Private Utility locates / Repairs, Material Testing, Sod Restoration & Landscaping, Manhole/Catch Basin/Gate Valve Adjustments or Repairs, Vegetation Removal, Sub – soil corrections.

Overlayment of asphalt is not guaranteed.

Inclement Weather

The weather is out of our control. Rain may and will cause significant delays in scheduling and completing work. Special consideration should be given if work is to be performed before May 1st or after October 15th considering potential less than desirable weather conditions.

Terms: Terms are as stated above. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and interest for any unpaid balances. Interest will accrue at a rate of 8% per month from the date of completion

<u>Sidewalks:</u> When installing new driveways, all new work will be constructed to proper elevations in accordance with applicable codes and standards. If existing sidewalks, aprons, or adjacent concrete have settled, shifted or were previously installed out of compliance, they may require replacement in order to match the new elevations and maintain proper grade. TruSeal America can facilitate such replacement for a standardized fee per occurrence.		
<u>Sprinkler lines:</u> If there are sprinkler lines along the driveways they may need to be moved back. Lines located along the bottom of the drive may need to be lowered. We will always move what we can, but we will not install them back. This is not included in our bid or scope of work.		
<u>Turf and Landscaping Damage:</u> Installation of new concrete or asphalt surfaces will be completed at proper elevations in accordance with applicable codes and standards. New installations may be higher or lower than existing settled turf, rock beds, mulch areas, shrubs, irrigation systems, or other landscaping. As a result, additional grading or landscaping may be required after completion of our work. While we will make reasonable efforts to minimize disturbance, construction activities and the use of heavy equipment may cause damage to turf, sod, landscaping, irrigation components, or other site features. Repair or replacement of all items listed above is not included in this estimate and shall be the responsibility of the property owner unless otherwise stated in writing.		
<u>Landscaping/Backfilling:</u> During removal and installation of asphalt the edges of new driveways are cut back in order to allow us to finish and compact the edge of the driveway. In such cases TruSeal America does not include backfilling these areas as part of our services. In such cases, we recommend that the customer contacts their landscape contractor, as it is almost always more cost effective for the property owner to use their services for restoration. If full backfilling or restoration of all affected areas is requested, this work can be provided for an additional charge and must be included as a separate line item in the contract. In no case is this service included within the scope of the contract unless TruSeal America has specifically stated in writing. When installing new asphalt, it is sometimes required to change to pitch/slope of the asphalt to facilitate water shed. In some cases, the final level of asphalt is below the level of the surrounding softscape. In the event of this occurring the customer is responsible for having softscape corrected to ensure proper run-off. Such areas will be pointed out to the customer by TruSeal America Staff.		
<u>Substrate Corrections and Soil Remediation:</u> In the event that substrate corrections are requested or required past the depth listed for each item OR if soil remediation is requested/required due to unworkable substrate material or quality, this additional work will be charged to the customer at \$70 per ton. This charge is most commonly used only when removing saturated base, clay, or sugar sand deposits in order to facilitate paving.		
<u>Organic Waste Disposal:</u> In the event that organic waste is discovered during construction an additional fee will be charged in addition to existing substrate corrections fee for every load/ton removed from the work site, any accrued waste disposal dump fees, and any other fee related to the excavating, dumping, testing, or permitting of such material.		

Contractor shall be responsible for the work performed under this Agreement, including the techniques, sequences, procedures, and means, and for coordination of work. Contractor shall have the right to make substitutions of equal or higher quality or value during the course of work performance. Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery necessary for the proper completion of work in accordance with the contract documents. In addition, Contractor shall secure all licenses and permits necessary for proper completion of the work

- a. Contractor shall comply with the owner's safety rules and regulations.
- b. Contractor shall comply with all the laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the project and the performance of the work herein.

NOTICE OF LIEN: "ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL ONE HUNDRED TWENTY (120) DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."

All material is guaranteed to be as specified, and all work will be done in a workman like fashion. Any deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra cost over and above the estimate. TruSeal America, Inc., to carry all necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

PROPOSED WORK DOES NOT INCLUDE
Landscape Restoration / Erosion Control
Sub Soil Corrections / Irrigation repairs or restoration
Additional Mobilizations / Permits and Fees

**Thank you,
Matthew Dye 612-296-8041**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified payment will be made as outlined.

Authorized signature: _____ Date: _____



QUOTATION

Number: QUOT0053

Date: Aug 19, 2026

FOR:

Gary Peters

952-241-2532

garypeters@cityofminnetrista.gov

QUOTATION FROM:

Southeast Paving

651-381-8157

<https://www.southeast-paving.com>

southeastpaving24@gmail.com

20850 Rowan Ave Welch MN

Description	Quantity	Unit price	Amount
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DOUBLE LIFT FOR ROADWAY

1

\$23,250.00

\$23,250.00

-Place necessary signage and cones for work to be completed in a safe manner.

-Ensure area is to proper grade for drainage and inspect for proper compaction.

-Pave a 2.5" lift base course and roll for a smooth appearance and proper compaction.

-Pave a 2" lift wear course and roll for smooth appearance and proper compaction.

Note: This project is for approx 2,000 Sq ft of paving, if more paving needs to be completed a change order may be made. Additionally, any extra traffic control or signage required may also require a change order.

SUBTOTAL:

\$23,250.00

TAX:

\$0.00

TOTAL

\$23,250.00

Terms and conditions

Southeast Paving is pleased to offer you the materials and services listed in this agreement. This offer will be in good standing for one month or thirty calendar days. Your acceptance is confirmed by signing, dating and returning to Southeast Paving. All work performed as per MN DOT specifications. Please note that job total price is subject to change if scope of work changes.

Warranty:

-One year warranty on new driveways/lots only, this does not apply to overlays or patchwork.

-All basework must be completed by Southeast Paving.

-Warranty covers breakup or lifting caused by material defect.

-Warranty covers pooling on new surfaces only where a 2% or greater slope exists.

Entire Understanding:

-No additional work shall commence unless agreed upon by both parties.

-The total project price is due upon completion of the job.

-This agreement will be completed with promptness but neither party shall be held responsible for delays caused by weather, failure of equipment, or acts of god.

-This agreement covers the entire understanding between the parties mentioned. There are no oral promises, agreements, or warranties affecting it.

DATE: 7/31/26

Gary Peters		
Highland Road		
Street Minnetrista		
City	State	Zip
952-241-2532 garypeters@cityofminnetrista.gov		
PHONE		FAX/E-MAIL



Driveways Parking Lots Roadways Private Streets

PO BOX 26 SHAKOPEE, MN 55379
PHONE (952)496-3977 (952)445-5215

Work Instructions:

Repair/2" Overlay Roadway Approach Approx. 6,000 sq.ft

Power sweep and clean

Tack coat for bonding

Level any unlevel areas to keep maximum drainage using hot mix asphalt

Install 2" of MnDOT spec wear course hot mix asphalt

Power roll for compaction

Total \$12,000

Note: 1 mobilization

We propose hereby to furnish material and labor complete in accordance with specifications for the sum:

_____ dollars (\$_____)

NOTICE:

All materials guaranteed for one year. All work to be completed in a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. No guarantee on grass, weeds, cracks or tire marks including straight-line cracking from frost.

It is mutually understood and agreed that, should you fail to pay us and this matter is placed with an outside agency for collection, collection fees, court costs, interest at the rate of (eighteen percent per annum) and all other court costs of collection in addition to the principal amount. Acceptance of proposal – The above price specifications and conditions are satisfactory and are hereby accepted.

Mitch Jones

Contractor agrees to do the above work for the amount listed

TOTAL AMOUNT \$

DEPOSIT \$ _____

BALANCE DUE \$ _____

Customer orders the above work as listed and agrees to pay for same upon completions



TruSeal America
11278 Rich Valley Blvd
Inver Grove Heights, MN 55077
(952) 895-9197

The following is an itemization of the work to be done at **Highland Road and County Rd 110 Minnetrista, MN 55364**. Please review and contact Matthew Dye with any questions 612-296-8041, MDye@trusealamerica.com

Date: 8-6-2026

Proposal For: **City of Minnetrista**
7701 County Road 110W
Minnetrista, MN 55364

Attn: **Gary Peters - Public Works Director**
Direct: 952.241.2532
Email: garypeters@cityofminnetrista.gov

Job Description: Mill/Overlay 2" overlay of Type SP 12.5 Wear course mix (2,c)(SPWEB240C).

Terms: Net 30



DESCRIPTION	QUANTITY	TOTAL
Overlay Asphalt Road		
City of Minnetrista Staff will come in and R/R the bad areas and patch everything up. City of Minnetrista will also mill HWY 110. TruSeal will level it out and slope it to make sure the water runs the proper way. Will construct the roadway at Highland Road and Cty Rd 110 - 60 feet wide at the county road with a straight line tapered to 26 feet wide at approximately 27 feet north of the county road. The 26-foot-wide area will be approximately 180 feet long. City of Minnetrista will have the radius and sides marked and ready when it is time to pave. TruSeal will do a 2" overlay of Type SP 12.5 Wear course mix (2,c)(SPWEB240C). Compact with Vibratory Roller and provide Banner Access if want/need	6000 sq/ft	\$15,500.00
	Total	\$15,500.00
Note: Due to economic conditions an additional fuel surcharge may be added at the time work commences if the price per gallon of diesel fuel is \$4.75 or higher.		
CUSTOMER NOTES:		
Incidental Damages:		
<u>TruSeal America will not be responsible for the following:</u> Garage Floor damage and/or Brick Fascia done while removing apron or driveway Sprinkler Head or Irrigation damage setup against driveways, walks, or other work areas. Garage Door damage if doors are not lifted during installation. Electric Fence damage done while removing driveways, walks, curbs or other work areas Any damage done to Chip Sealed roads while removing driveways, aprons, or walks		
Asphalt Paving and Patching:		
When removing and replacing driveways we may remove the driveways and allow them to sit open for anywhere from 2 to 14 days depending on soil conditions. It is imperative that we have stable and firm base in order to get the best overall results.		
<u>Sidewalks:</u> When installing new driveways, all new work will be constructed to proper elevations in accordance with applicable codes and standards. If existing sidewalks, aprons, or adjacent concrete have settled, shifted or were previously installed out of compliance, they may require replacement in order to match the new elevations and maintain proper		

grade. TruSeal America can facilitate such replacement for a standardized fee per occurrence.		
<u>Sprinkler lines:</u> If there are sprinkler lines along the driveways they may need to be moved back. Lines located along the bottom of the drive may need to be lowered. We will always move what we can, but we will not install them back. This is not included in our bid or scope of work.		
<u>Turf and Landscaping Damage:</u> Installation of new concrete or asphalt surfaces will be completed at proper elevations in accordance with applicable codes and standards. New installations may be higher or lower than existing settled turf, rock beds, mulch areas, shrubs, irrigation systems, or other landscaping. As a result, additional grading or landscaping may be required after completion of our work. While we will make reasonable efforts to minimize disturbance, construction activities and the use of heavy equipment may cause damage to turf, sod, landscaping, irrigation components, or other site features. Repair or replacement of all items listed above is not included in this estimate and shall be the responsibility of the property owner unless otherwise stated in writing.		
<u>Landscaping/Backfilling:</u> During removal and installation of asphalt the edges of new driveways are cut back in order to allow us to finish and compact the edge of the driveway. In such cases TruSeal America does not include backfilling these areas as part of our services. In such cases, we recommend that the customer contacts their landscape contractor, as it is almost always more cost effective for the property owner to use their services for restoration. If full backfilling or restoration of all affected areas is requested, this work can be provided for an additional charge and must be included as a separate line item in the contract. In no case is this service included within the scope of the contract unless TruSeal America has specifically stated in writing. When installing new asphalt, it is sometimes required to change to pitch/slope of the asphalt to facilitate water shed. In some cases, the final level of asphalt is below the level of the surrounding softscape. In the event of this occurring the customer is responsible for having softscape corrected to ensure proper run-off. Such areas will be pointed out to the customer by TruSeal America Staff.		
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Contractor shall be responsible for the work performed under this Agreement, including the techniques, sequences, procedures, and means, and for coordination of work. Contractor shall have the right to make substitutions of equal or higher quality or value during the course of work performance. Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery necessary for the proper completion of work in accordance with the contract documents. In addition, Contractor shall secure all licenses and permits necessary for proper completion of the work

- a. Contractor shall comply with the owner's safety rules and regulations.
- b. Contractor shall comply with all the laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the project and the performance of the work herein.
- c. Contractor shall keep the premises free from the accumulation of waste material or rubbish which results from the execution of its work. Contractor agrees to facilitate the removal of waste material and rubbish on termination or completion of the project using dumpsters and/or waste removal mechanisms provided by Customer at the project site. Contractor shall not be responsible for any unclean conditions caused by others.

- d. Contractor does not sell, provide or install railings, but will re-install railings that are in good condition. Where local code requires railings, it is the responsibility of the Customer to comply with such code. Liability for proper re-installation of railings remains the sole responsibility of Customer.
 - e. Upon payment for work completed, Contractor agrees to provide Customer with lien waivers from all persons or parties hired by, under contract with or acting under the direction or employ of Contractor, who performed labor or supplied materials, equipment or expertise at, to or for the project.
2. **Responsibilities of Customer.** Customer's duties and rights in connection with the project herein are as follows:
- a. Subject to the conditions contained herein, Customer shall pay Contractor the Contract Price by check written on an account with readily available funds, bank money order, cashier's check or cash.
 - b. Customer shall inform Contractor of all known conditions that could materially affect the performance of work, including but not limited to, prior water presence and subsurface conditions in the area where the work is to be performed. Prior to the commencement of work, Customer shall conduct an investigation of the project site and represents to Contractor that the existing nature and condition of the project site is as it appears and that there are no other concealed conditions which would materially change the nature of the work to be performed by Contractor.
 - c. Customer shall provide Contractor, at no charge, with access to water and electric if at all possible.
 - d. Customer shall ensure that no other work or tasks will be contemporaneously performed in the work area by the Customer, other trades or subcontractors once Contractor has commenced performance of its work.

Terms of guarantee are contingent upon receipt of final payment.

Asphalt Guarantee:

Fully covering labor and materials against breakup for a period of 3 year(s) with proper asphalt maintenance for paved products. Fully covering labor and materials against breakup for a period of 2 year(s) with proper asphalt maintenance for patched products. Damage caused by surrounding asphalt, water, failures caused by substrate conditions, or 3rd party damage is not included with this guarantee. Asphalt Overlays, Cold Patching, Temporary Patching of any kind are not subject to any warranty.

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Proposal excludes the following unless otherwise stated in the proposal: Permits, Erosion control, Irrigation repair / Restoration, Towing charges, Private Utility locates / Repairs, Material Testing, Sod Restoration & Landscaping, Manhole/Catch Basin/Gate Valve Adjustments or Repairs, Vegetation Removal, Sub – soil corrections.

Overlayment of asphalt is not guaranteed.

Inclement Weather

The weather is out of our control. Rain may and will cause significant delays in scheduling and completing work. Special consideration should be given if work is to be performed before May 1st or after October 15th considering potential less than desirable weather conditions.

Terms: Terms are as stated above. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and interest for any unpaid balances. Interest will accrue at a rate of 8% per month from the date of completion

NOTICE OF LIEN: "ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL ONE HUNDRED TWENTY (120) DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."

All material is guaranteed to be as specified, and all work will be done in a workman like fashion. Any deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra cost over and above the estimate. TruSeal America, Inc., to carry all necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

PROPOSED WORK DOES NOT INCLUDE
Landscape Restoration / Erosion Control
Sub Soil Corrections / Irrigation repairs or restoration
Additional Mobilizations / Permits and Fees

**Thank you,
Matthew Dye 612-296-8041**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified payment will be made as outlined.

Authorized signature: _____ Date: _____



QUOTATION

Number: QUOT0054

Date: Aug 19, 2026

FOR:

Gary Peters

952-241-2532

garypeters@cityofminnetrista.gov

QUOTATION FROM:

Southeast Paving

651-381-8157

<https://www.southeast-paving.com>

southeastpaving24@gmail.com

20850 Rowan Ave Welch MN

Description	Quantity	Unit price	Amount
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ROADWAY OVERLAY

1

\$35,900.00

\$35,900.00

-Place necessary signage and cones for work to be completed in a safe manner.

-Ensure milled area is clean and cleared of excess debris.

-Pave a 2" wear course and roll for a smooth appearance and proper compaction.

-Ramp deteriorated curb back to fully functioning.

Note: This project is for approx 6,000 Sq ft of paving, if more paving needs to be completed a change order may be made. Additionally, any extra traffic control or signage required may also require a change order.

SUBTOTAL:

\$35,900.00

TAX:

\$0.00

TOTAL

\$35,900.00

Terms and conditions

Southeast Paving is pleased to offer you the materials and services listed in this agreement. This offer will be in good standing for one month or thirty calendar days. Your acceptance is confirmed by signing, dating and returning to Southeast Paving. All work performed as per MN DOT specifications. Please note that job total price is subject to change if scope of work changes.

Warranty:

-One year warranty on new driveways/lots only, this does not apply to overlays or patchwork.

-All basework must be completed by Southeast Paving.

-Warranty covers breakup or lifting caused by material defect.

-Warranty covers pooling on new surfaces only where a 2% or greater slope exists.

Entire Understanding:

-No additional work shall commence unless agreed upon by both parties.

-The total project price is due upon completion of the job.

-This agreement will be completed with promptness but neither party shall be held responsible for delays caused by weather, failure of equipment, or acts of god.

-This agreement covers the entire understanding between the parties mentioned. There are no oral promises, agreements, or warranties affecting it.

RESOLUTION NO. 94-26

**RESOLUTION APPROVING JBT BLACKTOPPING FOR THE
REPLACEMENT PAVING OF THE NORTHVIEW DRIVE PAVED RETURN
AND THE OVERLAY PAVING OF THE HIGHLAND ROAD PAVED RETURN**

WHEREAS, The City of Minnetrista has a need to approve paving services for the replacement paving of the Northview Drive paved return and the overlay paving of the Highland Road paved return;

WHEREAS, The City received the lowest quoted price of \$20,000.00 from JBT Blacktopping of Shakopee, MN for the replacement paving of the Northview Drive paved return and the overlay paving of the Highland Road paved return from amongst the four contractors solicited, summary attached hereto.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that JBT Blacktopping of Shakopee, MN be approved for the replacement paving of the Northview Drive paved return and the overlay paving of the Highland Road paved return at a cost not to exceed \$20,000.00.

This resolution was adopted by the City Council of the City of Minnetrista on the 9th day of September 2026, by a vote of _____ Ayes and _____ Nays.

Mayor Lisa Whalen

ATTEST:

Ann Meyerhoff - City Clerk

(seal)