

AGENDA
WYKOFF CITY COUNCIL
June 8th, 2026, 7:00 PM

- 1. CALL MEETING TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. APPROVAL OF CONSENT AGENDA:**
 1. APPROVAL OF MINUTES-
 2. APPROVAL OF BILLS
 3. APPROVAL OF TREASURER'S REPORT
- 5. VISITORS**
 1. Jen Moreland
- 6. COMMITTEE REPORTS**
 1. WWTP-Rick Whitney, Ryan Breckenridge, Jeff Hare
 2. Fire Dept.-Mike Lund
 - a) Approval of Gambling license
 3. First Responders- Cory Bremseth
 4. Personnel Committee-Barb Fate and Missy Musel
 5. Streets-Mayor and John Baker, Jane Baker, Rick Whitney
 6. Community Outreach -Barb Fate and Jane Baker
 7. Park and Recreation -Jane Baker and Jeff Hare- See minutes
 8. Joint Trails Board Representatives
 9. Zoning-
 - a) Hare -Accessory building
 10. Sheriff's Report-
 11. Mayor's Report
- 7. Old Business**
 - a) Picnic
 - b) Affidavit from Jeff Hare
 - c) Choose quote for Fire Hall Heating System
 - d) Resolution for Heating System
- 8. New Business**
 - a) Set Fee For Annual Licensure for Potentially/ Dangerous Dogs
 - b) Resolution for \$2500 Truck Donation
 - c) Fall Clean-up Day/ Sept 12th, 2026
 - d) Jobs Dog Complaint/ Appeal
 - e) Approving New Policy for Election Judges
- 9. ADJOURNMENT**

Wykoff City Council Meeting
Regular Meeting Minutes
May 11, 2026

A meeting of the Wykoff City Council was held in the Council Room at 106 Gold St. N. on May 11, 2026, at 7:00 p.m. Attendees included Mayor Ryan Breckinridge, Jeff Hare, Jane Baker, Barb Fate, Missy Musel. Also, present City Administrator, Becky Schmidt.

Pledge of Allegiance was said.

Agenda: Mayor Breckenridge called for any additions to the agenda.

Additions: Old Business – Revolving Loans

New Business – Fire Department Resolution

Motion was made by Hare and seconded by Fate to approve the revised agenda. Motion carried 5-0.

Consent Agenda: Motion was made by Fate and seconded by Baker to accept the consent agenda. Motion carried 5-0.

Visitors:

Dan Schmidt will be ordering meat for the upcoming city picnic. Dan requested an advance notice of 30 days. This will be discussed under old business.

Jenny Mooreland – Apologized for her hostility at the April council meeting and clarified her frustration concerning the location of their RV. Mooreland stated they are now in a position to make other living arrangements and in 60-70 days will be out of the RV and moved into the second floor of their building.

Maggie Ramaker – Requested confirmation on their zoning application.

Rich Ramaker - Thanked the council for mowing the Diamond Court area. Ramaker requested a tree for their new home. Hare responded that when the house is built, they will receive a tree.

Angela Tarrence – Requested concrete flooring so the previous sewage issue does not occur again. Hare clarified that inspection had passed.

COMMITTEE REPORTS:

WWTP – Rick Whitney reported to the council the list as stated below.

Water Department – Operations and Maintenance

- Completed and submitted Fluoride Report (MDH)
- Ordered injector for well house
- Completed MDH multi-well report
- Obtained quote for cleaning of the water tower
- Conducted daily chlorine and fluoride sampling
- Reviewed report for the water tower

- Sent quarterly fluoride and disinfection samples
- No violations or exceptions

Wastewater Department - Operations & Maintenance

- Cleaned WWTP office and lab operations
- Completed all sampling as required by permit and regulations
- Completed monthly DMR, submitted to MPCA, no limit exceedances or violations
- Assisted with two locates and reviewed line video
- Oversaw plant operation for shut down.
- Had Preston Equipment assess plant generator
- Called Aimee Duchane to follow up on EQ grant
- Wastewater plant is performing well.
- KLM will conduct a dry tank cleanout of the city water tower. Screen on top of the water tower and silt ring needs to be cleaned. This will be scheduled from 7:00 a.m. – 2:00 p.m. Following the cleanout it is recommended homeowners flush water lines for 5-10 minutes and drain water heaters.

A motion to approve cleaning the water tower was made by Musel and seconded by Hare.

Motion carried 5-0.

Fire Department – Schmidt reported she had received an update from Senator Klobuchar. A proposed new fire station was successfully submitted by Senator Klobuchar to the Senate Appropriations Committee for funding consideration. It will be addressed in 2027/ 2028.

Fire Chief Mike Lund reported to the council:

- Received bids for new heating systems in the Fire Hall.
- Lund recommended Southeast Mechanical with a bid of \$7094.00

Mayor Breckenridge inquired how the bids were received. Lund stated they were sent to his e-mail.

Breckenridge noted that normally bids are concealed and sent to city council. Mayor stated it is important to do things legally and correctly, a process we are learning. Mayor suggested tabling the fire hall heating system purchase. Mayor Breckenridge noted the bid from Southeast Mechanical was submitted by council member Jeff Hare. This is a concern. We can accept the bid, providing councilmember Hare is not involved due to conflict of interest. We will need to seek legal advice. Fate stated that we are a small town and should approve of the recommendation. Musel had additional questions on how the process of bids is handled. Mayor Breckenridge stated the council has 3 bids that can be allowed. Southeast Mechanical's bid cannot be accepted because councilmember Hare's name is on the bid.

Hare informed everyone that he is not commissioned and does not make any money on this bid.

Schmidt stated she had inquired about the bid procedures from other communities and the League of MN Cities. She was informed that the city can accept a bid from the council members' employer, but the council member cannot be a part of the bidding process due to conflict of interest.

Mayor recommended tabling the issue until we receive more legal advice.

First Responders – Cory Bremseth, First Responder Director was not present. He had sent a note to Schmidt which stated that they had 8 calls this month. The Lucas will be delivered soon and there will be training on the device. Reached out to Chatfield to do training.

Personnel Committee – Fate and Musel. Fate commended Schmidt on the professional procedures used to redirect duties to mow the city due to Baker's stepping away from mowing.

Nash passed her 6 months of employment and will meet with Musel and Fate for a review.

Streets – Mayor Breckenridge, John Baker, Jane Baker, Rick Whitney

Baker informed the council that the curbs and sidewalks have been repaired. O'Connell will be contacted to do blacktop patches.

Mayor Breckenridge thanked S & A Asphalt for painting the crosswalks free of charge.

Rick Whitney asked if the council had decided to keep the handicap parking area in front of his store.

According to Hare we are not required to keep it designated for handicapped parking. It can be removed.

Community Outreach – Fate and Baker reported. Fate commended Hare on recruiting committee members.

Park & Rec. Comm. Baker and Hare reported:

- Following officers were elected: President-Amanda Hansen, Secretary Becca Erding, and Treasurer-Chelsey Gartner.
- Tree Lottery is posted on Facebook. Deadline to enter is May 24th.
- Community Center Pavilion has new concrete flooring.
- Looking into new concrete court sites for basketball, pickleball, four square, hopscotch and volleyball.
- Horseshoe pits. Jeff Erding donated all labor and supplies for the backstops. Like to have done by the picnic.
- Light up the Field. John is working on securing poles. Morem Electric gave an estimate of \$64,700 for lighting. If the city provides poles and has them placed, \$10,000 will be saved.
- Mayor purchased 8 bags of rock and will need a minimum of 8 more bags of rock for landscaping at Ed's Museum parking lot.

Joint Trails Board Outreach: Schmidt, Fate, Burmeister, Montgomery – No report.

Zoning: Klingsporn application denied. Residents would need an easement.

Ramaker application for home in Diamond Court was approved.

Present homes in Diamond Court have sold.

Daniels patio application was approved.

Sheriff's report: No report.

Mayor's report: No report.

Old Business:

- CHS property outside of city limits. Schmidt inquired if it was legal in the state of Minnesota for the city to purchase property outside city limits. Schmidt was informed it is legal if it serves a legitimate purpose.
- Bruce Turner (Old Fertilizer Building) Complaint – Schmidt informed the council that former City Attorney did not upload ordinances to the judicial website. Schmidt and Nash recently typed ordinances which were sent to our current lawyer, Novotny. When the ordinances are uploaded, a ticket will be issued.
- The Gateway RV – Mayor reviewed the auto recording of the June 2025 council meeting. The recording clearly stated to allow the RV behind the café until the renovations of the café and the upstairs were complete. Motion was made by Fate and seconded by Musel. This motion still stands. To change the motion the council has two options: Make amendments to the current motion or rescind the motion. Baker recommended a deadline be added to the motion. Mooreland replied they can be out of the RV in 60-70 days. Musel made a motion to amend the current motion which had no deadline. Musel's amended motion states that the RV behind the Gateway Café be removed in 70 days or until July 20th, 2026. Hare seconded the motion. Motion carried 4-0. Mayor Breckenridge abstained.

- City Picnic – June 28th. Schmidt clarified that the city pays the bill to celebrate our community, fire department, and EMS services. Expect 200-250 to attend the event. Schmidt contacted Brenda Stier to provide music but has not heard back. Dan Schmidt will be preparing brats, pork burgers, and Old Fashion hot dogs. City will purchase buns, chips, baked beans, Kool-Aid and bottled water. Gateway will provide potato salad bid. Ice will be purchased from Goodies and Spencer will provide a price for bottled water. Musel inquired of activities during the picnic. Suggestions included a horseshoe tournament, Farmer's Market, and a bounce house which Schmidt volunteered to investigate availability.

- Stantec-Spring Walk Through - Brett Grabau

Musel reported on the restoration of the street project. The seed that was laid did not take well and varied in color. Also, a cable to a power line is not hooked up. Musel would like these issues fixed before doing landscaping. Whitney stated he would report these issues to Stantec.

- Revolving Loans – Schmidt will reach out to the 3 businesses to set up a date to meet and review the loans. This closed meeting is to be held annually.

New Business:

- City Catch Basin at Mike Lund Residence – Dan Ramaker quoted a price of \$1700.00 to repair the basin. Schmidt sent a poll to the council members. Fate, Baker, Breckenridge, Hare voted Yes. Motion carried 4-0. Musel was absent.

- INI Ordinance – Council member Fate requested guidelines. Fate recommended a timeframe be implemented.

Hare stated the committee, not the council, deal with these issues.

Fate suggested the council make the INI procedure easier for the people involved.

Mayor Breckenridge recommended the issue be tabled. Schmidt stated the INI protocol exists and takes a minimum of 1 month to complete. Schmidt reiterated - Do close on your home until the ordinance is completed or place funds in escrow.

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF THE
CITY OF WYKOFF, MINNESOTA
HELD: MAY 11, 2026

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Wykoff, Fillmore County, Minnesota, was duly called and held at the City Hall on May 11, 2026, at 7:00 P.M., for the purpose, in part, of authorizing the issuance and awarding the sale of a \$250,000 General Obligation Equipment Certificate, Series 2026A.

The following members were present: Ryan Breckenridge, Jeff Hare, Barb Fate, Jane Finke and Missy Musel

and the following were absent: None

Member *Jane Baker* introduced the following resolution and moved its adoption:

RESOLUTION NO. 2026-9
PROVIDING FOR THE ISSUANCE AND SALE OF A \$250,000 GENERAL
OBLIGATION EQUIPMENT CERTIFICATE, SERIES 2026A AND LEVYING A TAX FOR
THE PAYMENT THEREOF

A. WHEREAS, the City of Wykoff, Minnesota (the "City"), has heretofore determined and declared that it is necessary and expedient to issue a \$250,000 General Obligation Equipment Certificate, Series 2026A (the "Certificate"), pursuant to Minnesota Statutes, Chapter 475 and Minnesota Statutes, Section 412.301, to finance the acquisition of capital equipment for the City (the "Equipment"); and

B. WHEREAS, the Equipment to be financed by the Certificate has an expected useful life at least as long as the term of the Certificate; and

C. WHEREAS, the principal amount of the Certificate exceeds one-quarter of one percent (0.25%) of the estimated market value of the taxable property in the City (\$41,897,600 times 0.25% is \$104,744); and

D. WHEREAS, on May 18, 2026, there will be published in the official newspaper a resolution duly adopted by the City Council on May 4, 2026, determining to issue the Certificate; and

E. WHEREAS, if a petition signed by voters equal to ten percent of the votes cast in the City in the last regular municipal election requesting a vote on the issuance of the Certificate is filed with the City Administrator within ten days after May 18, 2026, the date the resolution determining to issue the Certificate was

published, the issuance of the Certificate must then be approved by the voters; the ten day period will expire on May 28, 2026; and

F. WHEREAS, if such petition described in (E) is received by the City, the Certificate will not be issued and this resolution will be rescinded by the City Council; and

G. WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), as its independent municipal advisor for the sale of the Bond and was therefore authorized to sell the Bond by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bond has been solicited by David Drown; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wykoff, Minnesota, as follows:

1. Acceptance of Offer. The offer of Frandsen Bank & Trust, Zumbrota, Minnesota, (the "Purchaser") to purchase the Certificate and to pay therefor the sum of \$250,000, all in accordance with the terms and at the rate of interest hereinafter set forth, is hereby accepted.

2. Original Issue Date; Denomination; Maturities; Interest Rate and Redemption. The City shall forthwith issue the Certificate, which shall be in fully registered form without interest coupons, shall be dated, mature, bear interest, be subject to redemption and be payable as provided in the form of the Certificate.

3. Purpose. The Certificate shall provide funds to finance the acquisition of the Equipment. The total cost of the Equipment, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Certificate.

4. Registrar. The City Administrator of the City of Wykoff, Minnesota, is appointed to act as registrar and paying agent with respect to the Certificate (the "Registrar"), and shall do so unless and until a successor Registrar is duly appointed, all pursuant to any contract the City and Registrar shall execute which is consistent herewith. The Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Certificate shall be paid to the registered holder (or record holder) of the Certificate in the manner set forth in the form of Certificate.

5. Form of Certificate. The Certificate, together with the Registrar's Certificate of Registration, shall be in substantially the form set forth on Exhibit A attached hereto.

6. Execution. The Certificate shall be executed on behalf of the City by the manual signatures of its Mayor and City Administrator, the seal having been omitted as permitted by law. In the event of disability or resignation or other absence of either such officer, the Certificate may be signed by the manual signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Certificate shall cease to be such officer before the delivery of the Certificate, such manual signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

7. Delivery; Application of Proceeds. The Certificate when so prepared and executed shall be delivered by the City Administrator to the Purchaser upon receipt of the purchase price and the Purchaser shall not be obliged to see to the proper application thereof.

8. Funds and Accounts. There is hereby created a special fund to be designated the "General Obligation Equipment Certificate, Series 2026A Fund" (the "Fund") to be administered and maintained by the City Administrator as a bookkeeping account separate and apart from all other funds maintained in the official

financial records of the City. The Fund shall be maintained in the manner herein specified until the Certificate and the interest thereon have been fully paid. There shall be maintained in the Fund the following separate accounts:

(a) Capital Account. To the Capital Account there shall be credited the proceeds of the sale of the Certificate, less capitalized interest. From the Capital Account there shall be paid all costs and expenses of the acquisition of the Equipment including all costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Certificate may also be used to the extent necessary to pay interest on the Certificate due prior to the anticipated date of commencement of the collection of taxes herein levied.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (i) all collections of all taxes herein or hereafter levied for the payment of the Certificate and interest thereon; (ii) capitalized interest in the amount of \$4,450.00 (together with interest earnings thereon and subject to such other adjustments as are appropriate) to provide a portion of the funds to pay interest due on the Certificate on or before February 1, 2027 (iii) available funds of the City in the amount of \$3,114.41 to provide a portion of the funds to pay interest due on the Certificate on or before February 1, 2027 (iv) all funds remaining in the Capital Account after the payment of all costs of acquisition of the Equipment; (v) all investment earnings on funds held in the Debt Service Account; and (vi) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The amount of any surplus remaining in the Debt Service Account when the Certificate and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The Debt Service Account shall be used solely to pay the principal and interest on the Certificate and any other general obligation bonds of the City hereafter issued by the City and made payable from said account as provided by law.

No portion of the proceeds of the Certificate shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Certificate was issued and (ii) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Certificate or \$100,000. To this effect, any proceeds of the Certificate and any sums from time to time held in the Capital Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the certificates payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Certificate to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

9. Tax Levy: Coverage Test. To provide moneys for payment of the principal and interest on the Certificate there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
2026	2027	\$34,322

2027	2028	34,341
2028	2029	34,311
2029	2030	34,232
2030	2031	34,104
2031	2032	32,877
2032	2033	32,700
2033	2034	32,473
2034	2035	32,198
2035	2036	31,874

The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Certificate will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Certificate. The tax levies shall be irrevocable so long as the Certificate is outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

10. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Certificate, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Certificate and any other certificates payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

11. Certificate of Registration and Tax Levy. The City Administrator is hereby directed to file a certified copy of this resolution with the County Auditor of Fillmore County, Minnesota, together with such other information as the County Auditor shall require, and to obtain from the County Auditor a certificate that the Certificate has been entered in the County Auditor's Register and that the tax levy required by law has been made.

12. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Certificate, certified copies of all proceedings and records of the City relating to the Certificate and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Certificate as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

13. Compliance With Reimbursement Certificate Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Certificate, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than 60 days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Program"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Program; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Program, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed 20% of the "issue price" of the Certificate, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or 5% of the proceeds of the Certificate.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Certificate or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Certificate, and not later than three years after the later of (i) the date of the payment of the Reimbursement Expenditure, or (ii) the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Certificate proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Certificate is issued, shall be treated as made on the day the Certificate is issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its bond counsel for the Certificate stating in effect that such action will not impair the tax-exempt status of the Certificate.

14. Defeasance. When the Certificate has been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holder of the Certificate shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to the Certificate which is due on any date by irrevocably depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if the Certificate should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to the Certificate, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

15. Negative Covenant as to Use of Proceeds and Equipment. The City hereby covenants not to use the proceeds of the Certificate or to use the Equipment, or to cause or permit them to be used, or to enter into any

deferred payment arrangements for the cost of the Equipment, in such a manner as to cause the Certificate to be a "private activity bond" within the meaning of Sections 103 and 141 through 150 of the Code.

16. Tax-Exempt Status of the Certificate; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Certificate, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Certificate, and (iii) the rebate of excess investment earnings to the United States, if the Certificate (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceeds the small issuer exception amount of \$5,000,000.

For purposes of qualifying for the exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the City hereby finds, determines and declares that (i) the Certificate is issued by a governmental unit with general taxing powers, (ii) no Certificate is a private activity bond, (iii) ninety-five percent or more of the net proceeds of the Certificate is to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City), and (iv) the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities thereof, and all entities treated as one issuer with the City) during the calendar year in which the Certificate is issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

17. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Certificate as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Certificate is issued after August 7, 1986;
- (b) the Certificate is not a "private activity bond" as defined in Section 141 of the Code;
- (c) the City hereby designates the Certificate as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2026 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2026 have been designated for purposes of Section 265(b)(3) of the Code; and
- (f) the aggregate face amount of the Certificate does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

18. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

19. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member Missy Musel and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: Ryan Breckenridge, Jane Baker, Jeff Hare, Missy Musel, Barb Fate

and the following voted against the same: None

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF FILLMORE
CITY OF WYKOFF

I, the undersigned, being the duly qualified and acting City Administrator of the City of Wykoff, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to providing for the issuance and sale of a \$250,000 General Obligation Equipment Certificate, Series 2026A.

WITNESS my hand on May 11, 2026.

City Administrator

UNITED STATES OF AMERICA
 STATE OF MINNESOTA
 FILLMORE COUNTY
 CITY OF WYKOFF

R-1

\$250,000

GENERAL OBLIGATION EQUIPMENT CERTIFICATE, SERIES 2026A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
4.675%	February 1, 2037	June 8, 2026

REGISTERED OWNER: FRANDSEN BANK & TRUST, MINNESOTA

PRINCIPAL AMOUNT: TWO HUNDRED FIFTY THOUSAND DOLLARS

THE CITY OF WYKOFF, FILLMORE COUNTY, MINNESOTA (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or assigns, duly certified on the Certificate of Registration attached to and made a part of this Certificate (the "Registered Owner"), in the manner hereinafter set forth, the \$250,000 principal amount of this Certificate in the principal installments due on February 1 of the years and in the amounts, respectively, as follows, with each such principal installment bearing interest until paid at the interest rate of 4.675% per annum:

Principal Installments	
<u>Due February 1</u>	<u>Amount</u>
2028	\$21,000
2029	22,000
2030	23,000
2031	24,000
2032	25,000
2033	25,000
2034	26,000
2035	27,000
2036	28,000
2037	29,000

Interest. Interest shall be payable annually on February 1 of each year, commencing February 1, 2027, and shall be calculated on the basis of a 360 day year consisting of twelve thirty day months.

Payment. Principal installments and interest shall be paid by check, ACH debit, wire transfer or draft mailed to the Registered Owner at the address listed on the Certificate of Registration attached to and made a part of this Certificate. The payment of all principal and interest on this Certificate shall be made by the City Administrator, City of Wykoff, Minnesota (the "Registrar"). At the time of final payment of all principal and interest on this Certificate, the Owner shall surrender this Certificate to the Registrar.

Grace Period and Late Note Payment Penalty. If the certificate payment due on February 1 or August 1 is not received by the due date, the Registered Owner will allow a grace period of eleven (11) days for the certificate payment to be paid. If the certificate payment is not received by the Registered Owner prior to the end of the grace period, the City shall pay to the Registered Owner a late fee in an amount equal to 5% of the scheduled amount due on the applicable certificate payment date.

Date of Payment Not a Business Day. If the nominal date for payment of any principal of or interest on this Certificate shall not be a business day of the Issuer or of the Registered Owner, then the date for such payment shall be the next such business day and payment on such business day shall have the same force and effect as if made on the nominal date of payment.

Redemption. This Certificate is subject to redemption and prepayment at the option of the City on August 1, 2028 and on any day thereafter, in whole or in part, in multiples of \$1,000, at a price of par plus accrued interest. If redemption is in part, the principal installment to be redeemed shall be determined by the City. Mailed notice of redemption shall be given to the Registered Owner of the Certificate at least thirty (30) days prior to the date fixed for redemption.

Issuance; Purpose; General Obligation. This Certificate is one of an issue in the total principal amount of \$250,000, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on May 11, 2026 (the "Resolution"), for the purpose of providing money to finance acquisition of capital equipment for the Issuer. This Certificate is payable out of the General Obligation Equipment Certificate, Series 2026A Fund of the Issuer. This Certificate constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Transfer. This Certificate is transferable, as provided in the Resolution, upon the Register kept by the Registrar upon surrender of this Certificate together with a written instrument of transfer duly executed by the Registered Owner or the Registered Owner's attorney duly authorized in writing, and thereupon a new, fully registered Certificate in the same aggregate principal amount shall be issued to the transferee in exchange therefor (or the transfer shall be duly recorded on the Register and the Certificate of Registration hereof), upon the payment of charges and satisfaction of applicable conditions, if any, as therein prescribed; provided that such transfer may occur only with respect to the entire Certificate and all of the remaining principal amount of the sole final maturity hereof. The Issuer may treat and consider the person in whose name this Certificate is registered as the absolute Registered Owner hereof for the purpose of receiving payment of or on account of the principal of and interest on this Certificate and for all other purposes whatsoever.

Fees upon Transfer or Loss. The Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Certificate and any legal or unusual costs regarding transfers and lost Certificate.

Treatment of the Registered Owner. The Registrar may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Certificate shall be overdue, and the Registrar shall not be affected by notice to the contrary

Registration. This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Registration hereon shall have been executed by the Registrar.

Qualified Tax-Exempt Obligation. This Certificate has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Certificate, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the Issuer has covenanted and agreed with the Holder of the Certificate that it will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property of the Issuer, without limitation as to rate or amount, for the years and in amounts sufficient to pay the principal and interest on the Certificate as they respectively become due, if any sums irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Certificate, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Wykoff, Fillmore County, Minnesota, by its City Council has caused this Certificate to be executed on its behalf by the manual signatures of its Mayor and its City Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration: CITY OF WYKOFF,
FILLMORE COUNTY, MINNESOTA

June 8, 2026

REGISTRABLE BY AND PAYABLE AT:

By DO NOT SIGN
OFFICE OF THE CITY ADMINISTRATOR Its Mayor
City of Wykoff, Minnesota

By DO NOT SIGN
Its City Administrator

CERTIFICATE OF REGISTRATION

CITY OF WYKOFF, MINNESOTA
\$250,000 GENERAL OBLIGATION EQUIPMENT CERTIFICATE, SERIES 2026A

The transfer of ownership of the principal amount of the attached Certificate may be made only by the registered owner or the registered owner's legal representative last noted below:

DATE OF REGISTRATION	REGISTERED OWNER	SIGNATURE OF REGISTRAR (CITY ADMINISTRATOR)
June 8, 2026	Frandsen Bank & Trust 1440 S Main St Zumbrota, MN 55992	DO NOT SIGN

Baker made a motion to approve the Resolution and Musel seconded the resolution.

Mayor Breckenridge: yes

Jane Baker: yes

Barb Fate: yes

Jeff Hare: yes

Missy Musel: yes

Motion carried 5-0.

Meeting adjourned at 8:25 p.m.

City Administer

Date of Approval

Wykoff City Council
Emergency Meeting
May 13th, 2026

The emergency meeting of the Wykoff City Council was held in the Council Room, at 106 Gold St. N. on May 13, 2026 at 6:00 p.m. Attendees included Mayor Breckenridge, Jeff Hare, Barb Fate, Missy Musel. Also, present City Administrator, Becky Schmidt. Absent: Jane Baker.

Meeting was called to order by Mayor Breckenridge.

Agenda: Discussion on Fire Truck Purchase Agreement.

Fire Chief Mike Lund reported there was a lot of miscommunications. Lund reassured council members the fire truck that comes to Minnesota will be inspected to be sure it is the same truck he and Wade Baker looked at when in Texas.

At the meeting, Lund contacted the seller, Pardo Truck Center via cell phone. The company will accept a down payment. After the fire truck is delivered, and Lund and Baker visually inspect the truck, the remaining balance will be paid.

The City of Wykoff is buying the fire truck as is. There is no warranty after delivery. Hare asked if the truck is covered by insurance until the city makes the purchase. Truck Center assured council members the truck would be insured while enroute.

City Administrator stated the downpayment money will be wired tomorrow morning (May 14, 2026) and the remaining balance will be wired on the day of delivery.

Pardo Truck Center representative informed council members that after the driver is contacted, the City of Wykoff will be notified, and the first payment can be made at that time.

Tentative delivery date is June 11th with the final payment due on delivery.

Meeting adjourned at 6:12 p.m.

City Administrator _____

Date of Approval _____

CITY OF WYKOFF

Payments

Current Period: May 2026

Payments Batch 052726PAY				\$623.75
Refer	2076 MINNESOTA ENERGY RESOURCE			-
Cash Payment	E 101-42200-383	Heating Fuel	Fire Hall	\$66.20
Invoice				
Cash Payment	E 240-42200-383	Heating Fuel	Rural Fire Hall	\$66.21
Invoice				
Cash Payment	E 101-41944-383	Heating Fuel	City Shed	\$58.81
Invoice				
Cash Payment	E 601-49430-383	Heating Fuel	pumphouse	\$53.53
Invoice				
Cash Payment	E 101-41941-383	Heating Fuel	Community Center	\$123.32
Invoice				
Cash Payment	E 101-42200-383	Heating Fuel	Municipal Building	\$43.55
Invoice				
Cash Payment	E 602-49480-383	Heating Fuel	WWTP	\$31.74
Invoice				
Transaction Date	5/27/2026	SECURITY STATE B	10100	Total \$443.36
Refer	2077 BECKY SCHMIDT			-
Cash Payment	E 101-41950-240	Small Tools and Minor E	Flowers for community center and office	\$180.39
Invoice	5-22-26	5/27/2026		
Transaction Date	5/27/2026	SECURITY STATE B	10100	Total \$180.39

Fund Summary

	10100 SECURITY STATE BANK	
101 GENERAL FUND		\$472.27
240 RURAL FIRE FUND		\$66.21
601 WATER FUND		\$53.53
602 SEWER FUND		\$31.74
		<u>\$623.75</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$623.75
Total	<u>\$623.75</u>

CITY OF WYKOFF
Payments

05/13/26 1:12 PM

Page 1

Current Period: May 2026

Payments Batch 051326PAY		\$3,545.36	
Refer	<u>2072 MIENERGY COOPERATIVE</u>	-	
Cash Payment	E 101-41941-381 Electricity	Community Cente	\$114.03
	Invoice April2026		
Cash Payment	E 601-49410-381 Electricity	Pumphouse	\$308.50
	Invoice April2026		
Cash Payment	E 101-42200-381 Electricity	MB	\$207.36
	Invoice April2026		
Cash Payment	E 101-43160-381 Electricity	Streets	\$627.00
	Invoice April2026		
Cash Payment	E 101-41944-381 Electricity	City Shed	\$46.11
	Invoice April2026		
Cash Payment	E 602-49480-381 Electricity	WWTP	\$1,644.25
	Invoice April2026		
Cash Payment	E 601-49410-381 Electricity	City Well	\$379.35
	Invoice April2026		
Cash Payment	E 101-43160-381 Electricity	Downtown lights	\$94.03
	Invoice April2026		
Cash Payment	E 101-45200-381 Electricity	ball field	\$33.92
	Invoice April2026		
Cash Payment	E 260-45172-381 Electricity		\$43.64
	Invoice April2026		
Cash Payment	E 260-45176-381 Electricity		\$47.17
	Invoice April2026		
Transaction Date	5/13/2026	SECURITY STATE B 10100	Total <u>\$3,545.36</u>

Fund Summary

	10100 SECURITY STATE BANK	
101 GENERAL FUND		\$1,122.45
260 HISTORICAL FUND		\$90.81
601 WATER FUND		\$687.85
602 SEWER FUND		\$1,644.25
		<u>\$3,545.36</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$3,545.36
Total	<u>\$3,545.36</u>

CITY OF WYKOFF

Payments

Current Period: May 2026

Payments Batch 051426PAY \$3,334.36

Refer 2073 DAKOTA SUPPLY GROUP

Cash Payment E 601-49430-243 Large Equipment \$3,334.36

Invoice s105419397 5/14/2026

Transaction Date 5/14/2026 SECURITY STATE B 10100 Total \$3,334.36

Fund Summary

10100 SECURITY STATE BANK

601 WATER FUND \$3,334.36

\$3,334.36

Pre-Written Checks \$0.00

Checks to be Generated by the Computer \$3,334.36

Total \$3,334.36

CITY OF WYKOFF

Payments

Current Period: May 2026

Payments Batch 051126firetruck		\$150,000.00	
Refer	2069 <i>PARDO TRUCK CENTER</i>	<u>Ck# 001010E 5/14/2026</u>	
Cash Payment	E 406-42200-500 Capital Outlay	Down Payment	\$150,000.00
Invoice	5/14/2026		
Transaction Date	5/11/2026	SECURITY STATE B 10100	Total \$150,000.00

Fund Summary

	10100 SECURITY STATE BANK	
406 CAPITAL OUTLAY FUND		\$150,000.00
		<u>\$150,000.00</u>

Pre-Written Checks	\$150,000.00
Checks to be Generated by the Computer	\$0.00
Total	<u>\$150,000.00</u>

CITY OF WYKOFF

06/04/26 12:45 PM

Page 1

Payments

Current Period: June 2026

Payments Batch 060326PAY		\$46,957.26	
Refer	2078 ARVIG	-	
Cash Payment	E 101-41400-321 Cellphone/Telephone Invoice		\$44.87
Cash Payment	E 101-41400-325 Internet Service Invoice		\$81.95
Cash Payment	E 260-45176-325 Internet Service Invoice		\$85.95
Cash Payment	E 240-42200-325 Internet Service Invoice		\$46.09
Cash Payment	E 101-42200-325 Internet Service Invoice		\$46.09
Cash Payment	E 101-41941-325 Internet Service Invoice		\$86.95
Transaction Date	6/3/2026	SECURITY STATE B 10100	Total \$391.90
Refer	2079 BADGER METER	-	
Cash Payment	E 601-49430-328 Service Contract Invoice 802236910		\$33.18
Transaction Date	6/3/2026	SECURITY STATE B 10100	Total \$33.18
Refer	2080 BAUDOIN OIL COMPANY	-	
Cash Payment	E 602-49480-383 Heating Fuel Invoice 291623	Generator fuel	\$46.90
Transaction Date	6/3/2026	SECURITY STATE B 10100	Total \$46.90
Refer	2082 CARDMEMBER SERVICES	-	
Cash Payment	E 101-42200-330 Transportation & Educati Texas Trip Invoice May2026		\$107.93
Cash Payment	E 240-42200-330 Transportation & Educati Texas Trip Invoice May2026		\$107.93
Cash Payment	E 601-49400-200 Office Supplies Invoice May2026		\$485.52
Cash Payment	E 602-49490-200 Office Supplies Invoice May2026		\$485.53
Cash Payment	E 101-41941-240 Small Tools and Minor E Invoice May2026		\$55.69
Cash Payment	E 101-45204-430 Miscellaneous Invoice May2026		\$150.00
Cash Payment	E 101-41400-330 Transportation & Educati Invoice May2026		\$275.00
Cash Payment	E 101-41110-330 Transportation & Educati Invoice May2026		\$275.00
Cash Payment	E 101-41950-350 Printing & Publishing Invoice May2026		\$53.02
Cash Payment	E 101-41944-240 Small Tools and Minor E Invoice May2026		\$554.98
Cash Payment	E 260-45176-210 Operating Supplies Invoice May2026		\$71.26
Cash Payment	E 101-45200-240 Small Tools and Minor E Invoice May2026		\$169.00

CITY OF WYKOFF

06/04/26 12:45 PM

Page 2

Payments

Current Period: June 2026

Cash Payment	E 101-45200-240	Small Tools and Minor E		\$64.17
Invoice	May2026	6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B 10100	Total	\$2,855.03
Refer	2083	COHNREXNICK		
Cash Payment	E 101-41540-300	Professional Services		\$1,050.00
Invoice	90260972	6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B 10100	Total	\$1,050.00
Refer	2084	FILLMORE COUNTY SHERIFF		
Cash Payment	E 101-42100-436	Contracted Services		\$23,620.94
Invoice	2026	6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B 10100	Total	\$23,620.94
Refer	2085	FILLMORE COUNTY AUDITOR TRE		
Cash Payment	E 101-41540-301	Auditing and Acct g Serv		\$100.00
Invoice	2025audit	6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B 10100	Total	\$100.00
Refer	2086	FLOW MEASUREMENT AND CONTR		
Cash Payment	E 602-41540-300	Professional Services Certification		\$687.78
Invoice	26-1199	6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B 10100	Total	\$687.78
Refer	2087	FILLMORE COUNTY JOURNAL		
Cash Payment	E 101-42200-350	Printing & Publishing		\$106.21
Invoice	192585	6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B 10100	Total	\$106.21
Refer	2088	GREAT AMERICA FINANCIAL SER		
Cash Payment	E 101-41400-329	Lease Printer lease		\$157.52
Invoice	42079515	6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B 10100	Total	\$157.52
Refer	2089	HAWKINS, INC.		
Cash Payment	E 601-49420-216	Chemicals and Chem Pr		\$20.00
Invoice	7424420			
Transaction Date	6/3/2026	SECURITY STATE B 10100	Total	\$20.00
Refer	2090	KG ENTERPRISES		
Cash Payment	E 101-45204-210	Operating Supplies New Trees		\$1,200.00
Invoice		6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B 10100	Total	\$1,200.00
Refer	2091	MOTOROLA SOLUTIONS		
Cash Payment	E 101-42200-323	Radios & Pagers		\$1,433.10
Invoice	8282336459	6/3/2026		
Cash Payment	E 101-42200-323	Radios & Pagers		\$139.03
Invoice	8282337335	6/3/2026		
Cash Payment	E 240-42200-323	Radios & Pagers		\$1,433.10
Invoice	8282336459	6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B 10100	Total	\$3,005.23
Refer	2092	NOVOTNY LAW OFFICE		

CITY OF WYKOFF

Payments

Current Period: June 2026

Cash Payment	E 101-41600-300	Professional Services		\$476.00
Invoice 4051		6/3/2026		
Cash Payment	E 101-41600-300	Professional Services		\$350.00
Invoice 3968		6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B	10100	Total \$826.00
Refer	2093	<i>NETHERCUT-SCHIEBER ATTORNE</i>	-	
Cash Payment	E 101-41600-300	Professional Services		\$315.00
Invoice May Billing		6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B	10100	Total \$315.00
Refer	2094	<i>OCONNELL EXCAVATING AND SN</i>	-	
Cash Payment	E 101-42200-300	Professional Services	Fire Call	\$500.00
Invoice 1497		6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B	10100	Total \$500.00
Refer	2095	<i>PETERSON WELL DRILLING</i>	-	
Cash Payment	E 601-49430-221	Equipment Repair & Mai		\$777.65
Invoice 11820		6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B	10100	Total \$777.65
Refer	2096	<i>RICHARDS SANITATION</i>	-	
Cash Payment	E 101-43200-436	Contracted Services		\$4,698.87
Invoice 182429		6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B	10100	Total \$4,698.87
Refer	2097	<i>SPRING VALLEY ACE HARDWARE</i>	-	
Cash Payment	E 101-41941-211	Cleaning Supplies	HALL CLEANING SUPPLIES	\$47.98
Invoice 277956				
Transaction Date	6/3/2026	SECURITY STATE B	10100	Total \$47.98
Refer	2098	<i>SUMMIT COMPANIES</i>	-	
Cash Payment	E 101-41941-221	Equipment Repair & Mai		\$311.70
Invoice 4115580		6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B	10100	Total \$311.70
Refer	2099	<i>STATE OF MINNESOTA</i>	-	
Cash Payment	E 601-49430-245	Water Connection Fee		\$928.00
Invoice 2nd 2026		6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B	10100	Total \$928.00
Refer	2100	<i>TRI-STATE BUSINESS MACHINE</i>	-	
Cash Payment	E 101-41400-328	Service Contract	service contract	\$69.60
Invoice 654082				
Transaction Date	6/3/2026	SECURITY STATE B	10100	Total \$69.60
Refer	2101	<i>UTILITY CONSULTANTS INC</i>	-	
Cash Payment	E 602-49450-300	Professional Services	Testing	\$417.34
Invoice 128051		6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B	10100	Total \$417.34
Refer	2102	<i>CITY OF WYKOFF</i>	-	
Cash Payment	E 101-41400-329	Lease		\$327.16
Invoice 5/27/26		6/3/2026		
Transaction Date	6/3/2026	SECURITY STATE B	10100	Total \$327.16

CITY OF WYKOFF
Payments

Current Period: June 2026

<hr/>			
Refer	2103 <i>ENVIROMENTAL WATER SERVICE</i>		
Cash Payment	E 601-49410-436 Contracted Services		\$721.00
	Invoice		
Cash Payment	E 602-49480-436 Contracted Services		\$2,884.00
	Invoice		
Cash Payment	E 602-49480-321 Cellphone/Telephone		\$194.52
	Invoice		
Cash Payment	E 602-49480-240 Small Tools and Minor E		\$482.50
	Invoice		
Transaction Date	6/3/2026	SECURITY STATE B 10100	Total \$4,282.02
<hr/>			
Refer	2104 <i>PIT STOP</i>		
Cash Payment	E 101-45128-210 Operating Supplies	PORTA POTTY for ball field	\$171.80
	Invoice 1116	6/4/2026	
Transaction Date	6/4/2026	SECURITY STATE B 10100	Total \$171.80
<hr/>			
Refer	2105 <i>GOPHER STATE ONE-CALL, INC</i>		
Cash Payment	E 601-41540-300 Professional Services	locating	\$9.45
	Invoice 6050867	6/4/2026	
Transaction Date	6/4/2026	SECURITY STATE B 10100	Total \$9.45
<hr/>			

Fund Summary

	10100 SECURITY STATE BANK
101 GENERAL FUND	\$37,039.56
240 RURAL FIRE FUND	\$1,587.12
260 HISTORICAL FUND	\$157.21
601 WATER FUND	\$2,974.80
602 SEWER FUND	\$5,198.57
	<hr/> \$46,957.26

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$46,957.26
Total	<hr/> \$46,957.26



Good Afternoon, Rebecca Schmidt

DAILY CASH POSITION

ACCOUNTS

Ledger: \$847,940.95 ?

SweepBal: \$648,277.52 ?

Minnwest Bank Checking 0058

Ledger Balance

SweepBal

\$199,663.43

\$648,277.52

Minnwest Bank CITY OF WYKOFF 0058

Available Balance

\$648,277.52

CITY OF WYKOFF

06/03/26 1:37 PM

Page 1

Employee Pays Hours SummaryNew2026

Employee Name	Hours	Amount
Apenhorst, John D	12.5	\$150.00
BAKER, JANE	8	\$400.00
Baker, John H	75.25	\$1,860.35
Baker, Wade	17	\$204.00
BRECKENRIDGE, RYAN	9	\$770.00
Bremseth, Cory	24	\$413.00
BUSHMAN, MAVERICK	24.5	\$294.00
Erding, Troy E	8	\$96.00
FATE, BARBARA J	7	\$375.00
Hanson, Julie	9.5	\$364.00
HARE, JEFFREY	10	\$450.00
HEUSINKVELD, PATRICK	54.25	\$1,194.60
HOISETH, TIMOTHY	20	\$240.00
JORGENSON, ROBERT	16	\$192.00
Laganiere, Clinton	21.5	\$223.00
LANGESLAG, KYLE	28	\$336.00
LUND, MICHAEL A.	26	\$1,062.00
Meyer, Cody A.	16	\$192.00
MINNICH, TREVOR	14	\$168.00
MOEHNIG, KENDRA	11.5	\$138.00
MULHERN, PATRICK	23.5	\$407.00
MUSEL, MISSY	8	\$400.00
Nagel, Christopher	20	\$490.00
NASH, SUSAN J	43.5	\$868.69
Nelson, Michael P.	16	\$192.00
OCONNOR, BRENNEN	16	\$192.00
RAHE, ANTHONY	12	\$144.00
RIDDLE, LARRY	22	\$484.44
SCHMIDT, DUANE D	10	\$231.20
SCHMIDT, NATHANIEL DALE	18.5	\$472.00
SCHMIDT, REBECCA	99.75	\$2,939.76
SCHULTZ, CHRISTOPHER	20	\$240.00
	721.3	\$16,183.04

June 3rd, 2026

Wykoff Minnesota

Rick Whitney

Water & Wastewater Superintendent

June O & M Report



City Of Wykoff

Water Department

Operations and Maintenance

Completed and submitted Fluoride Report (MDH).

Chlorine feed rate adjusted.

Hydrants flushed.

Advised KLM to resubmit new proposal per Becky for payment concerns.

Conducted daily chlorine and Fluoride sampling.

Conducted rounds & Checks.

Sent quarterly fluoride and Disinfection samples.

No Violations or exceptions.

Wastewater Department

Operations & Maintenance

Cleaned WWTP Office and lab operations.

Completed all sampling as required by permit and regulations.

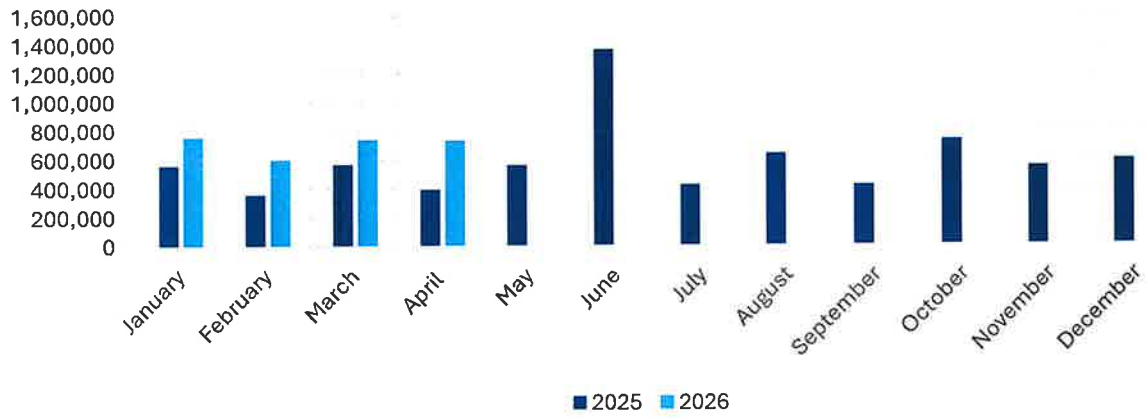
Completed Monthly Dmr submitted to MPCA no limit exceedances or violations.

Performed 5 video inspections.

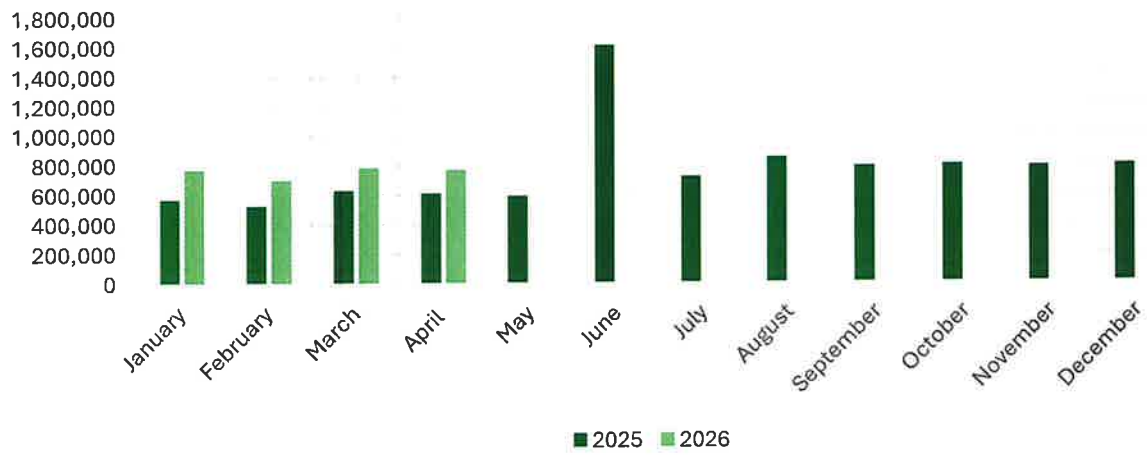
Pumped fuel out of WWTP generator.

Performed locates as needed (John out).

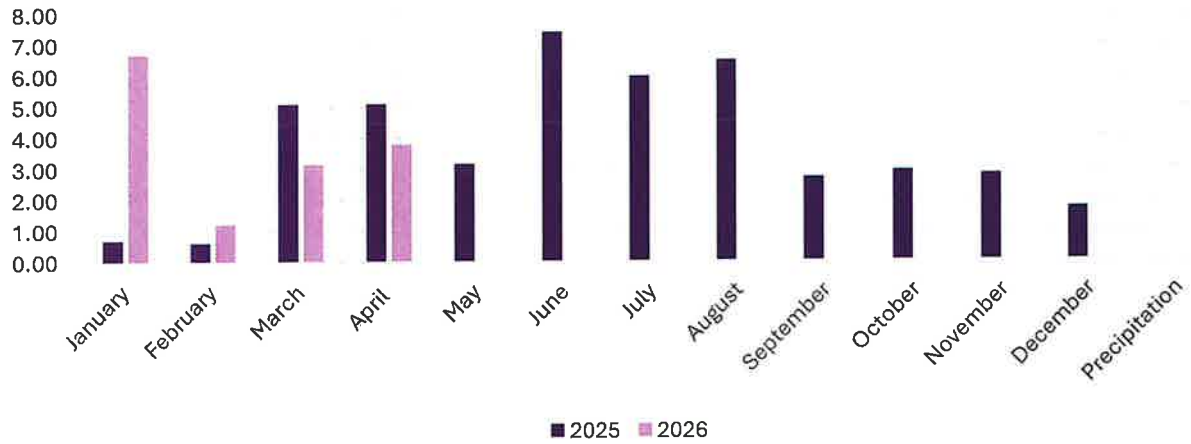
Well Water Pumped



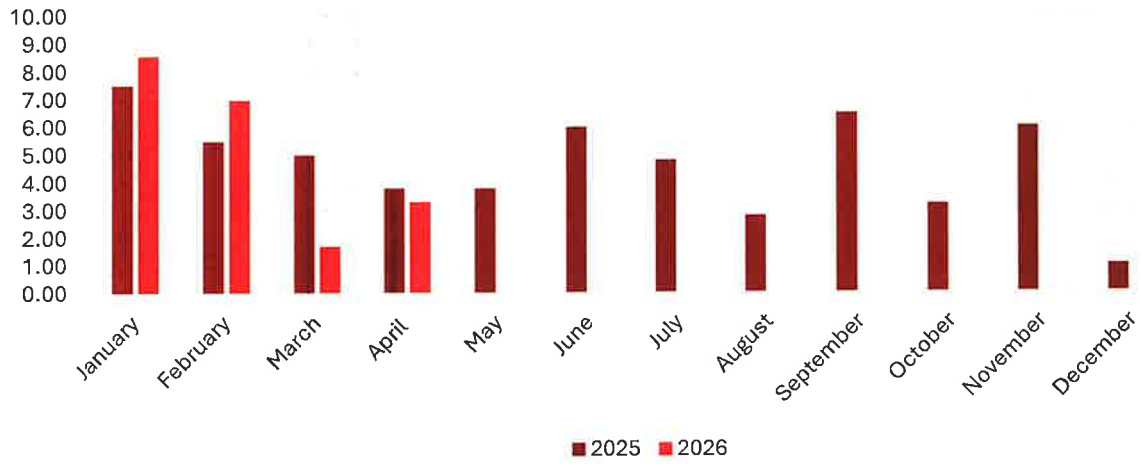
Wastewater Effluent Flows



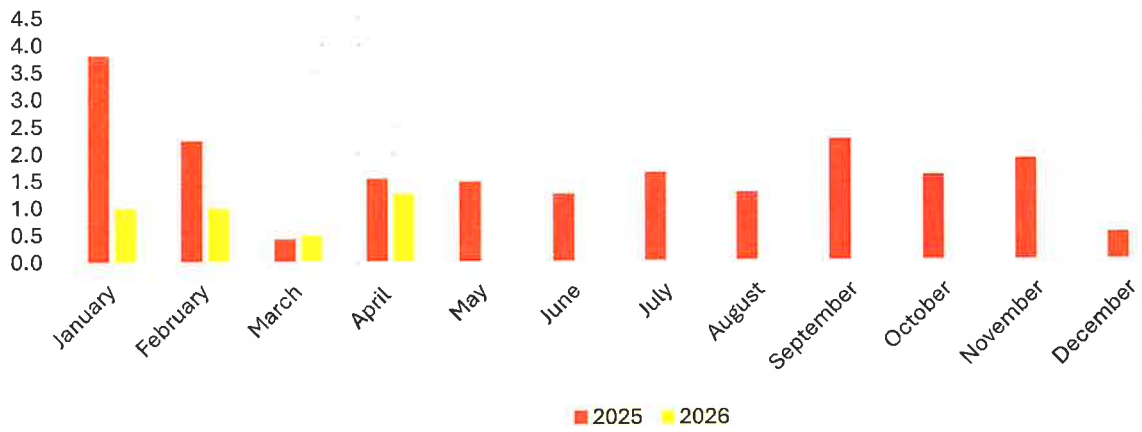
Precipitation



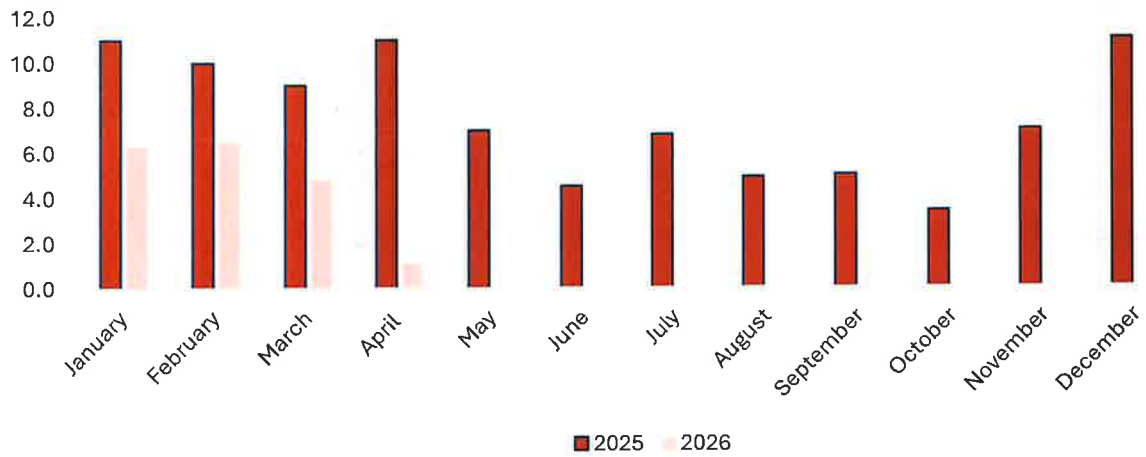
Nitrogen



Ammonia



BOD



CITY OF WYKOFF LAND USE PERMIT APPLICATION

WARNING

Construction may not begin until a permit has been issued and is in your possession.

A Site Inspection Is Required

Before Construction may begin, an inspection of the site must be done.

For the inspection contact the City Clerk's Office at 507-352-4011

**** Adopted by Wykoff City Council on January 13, 2020**

LAND USE PERMIT APPLICATION

CITY OF WYKOFF

It is recommended that all applicants contact the Zoning Office prior to filling out the application to make sure that this proposed project is feasible. It is imperative that all instructions and regulations be read carefully before submitting this application.

(1) Name of all Landowners: Jason Hare Phone #: 507-269-6441
Andrea Hare Phone #: 507-421-1944
 _____ Phone #: _____

Mailing Address: 116 East Centennial Street Wykoff MN 55990

Property Address: 30.001 Address City State Zip
 (if different from mailing) Address City State Zip

(2) Parcel #: 30.001.1030 (3) Legal Description (from deed, abstract or
 Recorders Office): Comm 578.3' and 430' S NW corner section 27 W100' N150'
 Section: _____ (4) Township: Village of Wykoff (5) Range: E100' S 150'

Have you started work on this project? Yes: _____ No: X
 Is there a driveway access to this property? Yes: X No: _____
 Is this project located under a power line? Yes: _____ No: X

Proposed Project: Storage Shed Total # of bedrooms 0
 (New home, addition, garage, utility shed, decks, pergola, etc).

Estimated cost: \$5,000.00 Permit # _____
 (To be filled out by the Zoning Office)

(6) Total Square Footage:	Length		Width	=	Total
Basement	_____	X	_____	=	_____
1 st Level	_____	X	_____	=	_____
2 nd Level	_____	X	_____	=	_____
Attached Garage	_____	X	_____	=	_____
Porch or Deck	_____	X	_____	=	_____
Total Square Footage	<u>12'</u>	X	<u>10'</u>	=	<u>120'</u>
Height	<u>8'</u>				

NO WORK MAY BEGIN UNTIL A PERMIT IS OBTAINED. IF WORK HAS BEGUN ON THE PROJECT BEFORE A PERMIT IS ISSUED, A \$250.00 LATE FEE MUST BE PAID IN ADDITION TO THE PERMIT FEE.

The projects are assessed \$10.00 per 100 square feet of living space; new dwellings, dwelling additions, porches, decks, attached garages, dwellings being moved in and mobile or manufactured homes. All other structures are assessed at \$7.50 per 100 square feet. A minimum of \$8.00.

LATE FEE _____ \$250.00

(7) TOTAL FEE 0.00 (NO REFUNDS)

SITE INSPECTIONS ARE REQUIRED FOR ALL NEW DWELLINGS: The footings must be dug and inspected before the actual construction of the dwelling may begin.

I hereby certify that the information contained herein is correct and agree to the proposed work in accordance with the provisions of the Ordinances of the City of Wykoff and the Statues of the State of Minnesota.

(8) Signatures of All Landowners

Name *[Signature]* Date 6-01-2026
Name Andrea Hare Date 6-1-2026

Name Date

Send all correspondence to:

City of Wykoff Zoning Office
P.O. Box 218
217 Gold St. N.
Wykoff, MN 55990
507-352-4011
FAX 507-352-2415
Email: wykoff@arvig.net

Approve <u>X</u>	Denied _____
<u><i>[Signature]</i></u>	
Signature of Council Member	
_____ Signature of Council Member	
_____ Date	_____ Permit #

(4) Detached accessory building requirement. No less than 5 feet from rear yard line and not less than 4 feet from the side yard lines in the rear yard. On corner lots not less than 25 feet from the adjacent street, but in no case less than the setback of an adjacent lot which has its front yard on the street.

From: Stack, John <JStack@lmc.org>
Sent: Tuesday, May 12, 2026 5:26 PM
To: cityhall@cityofwykoff.gov
Subject: Research Inquiry Follow-up

Dear Becky,

Thank you again for reaching out to the League of Minnesota Cities.

Your first question was about whether the fire department should be soliciting and accepting bids for contracting work. According to my records Wykoff is an optional plan A statutory city. In a plan A city, the council possesses all the powers of the city that the law does not delegate to others. This would include making contracts. Absent specific statutory or charter authority, a city council cannot delegate its legislative or quasi-judicial power. In addition, a council cannot delegate any administrative power of a discretionary nature. Merely ministerial functions, however, can be delegated to an officer or committee. The courts have not been explicit in describing the meaning of discretionary administrative power. They have, however, provided several rules that offer some basis for distinguishing which powers the council can delegate. Discretionary powers or functions are those that involve the exercise of judgment. Ministerial functions are absolute, fixed, and certain so that no judgment is necessary in fulfilling them. For example, the approval of a budget is a discretionary function while the signing of legal papers is a ministerial function. There are many tasks, however, for which the difference is largely one of degree. The courts, in these cases, generally differentiate by using a test of reasonableness.

Council does have the ability to delegate their authority to pay certain claims to an administrative official if:

- The council has adopted a resolution specifying the types of claims to be paid in this manner and the specific administrative official to whom the council grants this authority.
- The council establishes internal accounting and administrative control procedures that ensure the proper disbursement of public funds, including periodic review of the official's actions by the council.
- The authorized administrative official submits the list of expenditures for review at the next council meeting after payment.
- The City prepares an annual audited financial statement attested to by an independent certified public accountant, public accountant, or the state auditor.

The city attorney would need to weigh in and determine if there was a proper delegation of authority to the fire department here. You can read more in the League's Handbook chapter on the topic: <https://www.lmc.org/resources/handbook-for-minnesota-cities-chapter-6-elected-officials-and-council-structure-and-role/>. See the discussion beginning on page 17. Additional information is in the League's memo on procedures for paying city claims: <https://www.lmc.org/resources/procedures-for-paying-claims/>. See the discussion beginning on page 6.

Your second question was about an official conflict of interest. A public officer, who has the authority to take part in any sale, lease, or contract in their official capacity, cannot have a voluntary, personal, financial interest in that sale, lease, or contract, or benefit from it personally or financially. The term

“public officer” certainly includes mayors, councilmembers, or other elected officials. The attorney general has advised that the conflict of interest law applies to any councilmember “authorized to take part in any manner” in the making of the contract. Simply abstaining from voting on the contract is not sufficient. The attorney general reasoned that if the Legislature had only wanted to prohibit interested officers from voting on the contract, it would not have used the word “authorized.”

The existence of an interest determines whether a conflict exists, regardless of any official influence used to gain the contract. A literal reading of the statute suggests that it might only apply to city officers who enter into contracts on behalf of the city. However, the attorney general has given the statute a broader interpretation, which could affect more officials than just those directly involved in the decision-making process.

Statutory cities (such as Wykoff) must consider an additional restriction: No member of a statutory city council can have a direct or indirect interest in any contract the council makes. This restriction may affect some contractual situations not covered by the general prohibition. For example, even though the actual contract is not with a councilmember, the fact that they have an indirect interest in the contract could be an issue.

Several important exceptions to the prohibition on contracts involving conflicts of interest exist that apply to all cities. In these circumstances, a city can move forward with the matter if the interested officer discloses their interest as soon as possible and abstains from voting or deliberating on any contract in which they have an interest. Generally, this exception only applies when a unanimous vote of the remaining councilmembers approves the contract. However, additional requirements or conditions, as discussed below, relate to the applicability of the exceptions.

One exception that might apply here is that a city can contract with a city officer when competitive bidding is not required by law. (See Minn. Stat. § 471.88, subd. 5) The Uniform Municipal Contracting Law generally requires cities to go out for bid on the following types of contracts if they are estimated to exceed \$175,000:

- Sale, purchase, or rental of supplies, materials, or equipment.
- Construction, alteration, repair, or maintenance of property.

This exception appears to apply to contracts that do not have to be competitively bid, such as contracts for professional services or employment. A city may need to seek a legal opinion if it is unsure whether this exception applies to a particular situation.

The procedure to using this exception is as follows:

- The interested officer abstains from voting on the matter.
- The council approves the contract by unanimous vote.
- The council passes a resolution that sets out the essential facts, such as the nature of the officer’s interest and the item or service to be provided, and states that the contract price is as low as (or lower than) could be found elsewhere.
- Before a claim is paid, the interested officer must file an affidavit with the clerk that contains:
 - The name and office of the interested officer.
 - An itemization of the commodity or services furnished.
 - The contract price.
 - The reasonable value.
 - The interest of the officer in the contract.

- A declaration that the contract price is as low as, or lower than, could be obtained from other sources.
- In an emergency where the contract cannot be authorized in advance, payment must be authorized by resolution describing the emergency.

This information and more is discussed in the League's information memo on official conflict of interest, along with a model resolution for contracting with a city official and a model affidavit to comply with the procedure listed above. It can be found here: <https://www.lmc.org/resources/official-conflict-of-interest/>.

The city attorney will need to weigh in and opine whether a conflict of interest was present and whether proper procedures were followed. Making these determinations will involve a fact-specific inquiry that will require specific legal advice that only the city attorney can provide.

Finally, I alerted LMCIT about potential litigation against the city. If it does seem like litigation will go forward, I would encourage you to file an insurance claim: <https://www.lmc.org/insurance-trust/claims/submit-claim-online/>.

I hope this information is helpful, please let me know if you have any questions or if I can provide further assistance. Thank you and have a great day.

John Stack | Staff Attorney
Phone: (651) 281-1271
jstack@lmc.org

League of Minnesota Cities | 145 University Ave. West | St. Paul, MN 55103
lmc.org | [Facebook](#) | [X](#) | [LinkedIn](#)

This response is intended to convey general information and should not be taken as legal advice or as a substitute for competent legal guidance. Consult your city attorney for advice regarding specific situations.

The League's opinion of Fire Dept. opening bids/ quotes. Choosing the contractor is a discretionary function, which can only be completed by the council.

Page 17 of League Manual is referenced in email

Delegation of council power Absent specific statutory or charter authority, a city council cannot delegate its legislative or quasi-judicial power. In addition, a council cannot delegate any administrative power of a discretionary nature. Merely ministerial functions, however, can be delegated to an officer or committee. 1. Discretionary and ministerial powers The courts have not been explicit in describing the meaning of discretionary administrative power. They have, however, provided several rules that offer some basis for distinguishing which powers the council can delegate. Discretionary powers or functions are those that involve the exercise of judgment. Ministerial functions are absolute, fixed, and certain so that no judgment is necessary in fulfilling them. For example, the approval of a budget is a discretionary function while the signing of legal papers is a ministerial function. There are many tasks, however, for which the difference is largely one of degree. The courts, in these cases, generally differentiate by using a test of reasonableness.

From: Greg Schieber <greg@ranlaw.net>
Sent: Wednesday, May 20, 2026 3:24 PM
To: Cityhall@cityofwykoff.gov
Subject: letter
Attachments: LTR.ConflictOfInterest.pdf

Rebecca,

Attached is a letter on the conflict of interest matter we discussed by phone. Note, the answer is a little more nuanced than I predicted when we spoke by phone. I did a little bit of review of conflict of interests and the relevant procedures after we spoke and arrived at the conclusion summarized in the letter. Jeff should explain to the council his association with Southeast Mechanical based on the criteria listed in the letter. Even if he doesn't own the company, if he receives any type of commission at all on sales, then he would have a conflict. If he does not, perhaps a true conflict doesn't exist.

Greg

NETHERCUT ■
SCHIEBER PA
LEGAL & TITLE SERVICES
32 MAIN AVE N | PO BOX 657
HARMONY, MN 55939
(507) 886-6131 | GREG@RANLAW.NET

May 20, 2026

Rebecca Schmidt
City Administrator
City of Wykoff
PO Box 218
Wykoff, MN 55990

RE: Conflict of Interest – quotes for fire station heating system

Dear Ms. Schmidt:

Facts: You shared the following facts for my consideration.

- The Wykoff fire hall needs a new heating system.
- The City solicited quotes and obtained 4-5 quotes. The City did not voluntarily follow the traditional sealed bid process required of larger contracts. The contract was estimated to be less than \$25,000.00.
- One of the quotes was prepared and submitted by Jeff Hare on behalf of his employer, Southeast Mechanical.
- Jeff is a city council member.
- Southeast Mechanical was the lowest bid.

Issue: Can the City award the contract to Southeast Mechanical given that Jeff Hare prepared and submitted the bid on behalf of his employer?

Analysis: Conflicts of interest can arise in a variety of contexts. A clear conflict of interest would exist if any of the following statements are true

1. Jeff has an ownership interest in Southeast Mechanical;
2. Jeff is an officer or director of Southeast Mechanical;
3. Jeff receives a commission, bonus, or other remuneration as a result of this contract between Southeast Mechanical and the City of Wykoff; or
4. Jeff is responsible for supervising the performance of the contract for the employer or has other interest in the contract.

The council should review each of those aspects of Jeff's relationship with Southeast Mechanical. If none of those statements are true, to the council's satisfaction, the council would have opportunity to determine that a conflict of interest does not exist and thereafter consider the Southeast Mechanical quote. Needless to say, Jeff would be well-advised to recuse himself from any discussion on the quotes and the ultimate voting on which quote the City desires to pursue because of his relationship with Southeast Mechanical, one of the interested contractors.

Attorneys:
Gregory M. Schieber (MN & IA) | greg@ranlaw.net
Corinne M. Haugen (MN) | corinne@ranlaw.net

Legal Assistants:
Nancy J. Johnson | nancy@ranlaw.net
Christine Howerton | christine@ranlaw.net
Samantha Grabau | samantha@ranlaw.net

If, after consideration, the council finds a conflict does exist based on the criteria above, it would be problematic to award the contract to Southeast Mechanical and for everyone's sake, I would recommend the council disregard the Southeast Mechanical quote.

Even if a conflict does not exist after thoughtful consideration of the criteria above, the City is not required to select the lowest quote when considering contracts of this magnitude. Although usually it is in the City's interest to select the lowest quote, sometimes other factors weigh into the decision making (i.e. contractor's experience, how soon the contractor can do the work, warranties on the work, etc). I understand discussion of the quotes already occurred at the prior council meeting and unfortunately, I didn't observe firsthand how that conversation unfolded. It is always possible that even if a technical conflict doesn't exist, Jeff's involvement in the prior discussions on the contract have clouded the matter and served to influence the council's decision-making. If council members are concerned the process of obtaining the quotes or the decision making has been unfairly influenced by Jeff's prior participation, they could decide to forego the Southeast Mechanical quote. They are not obligated to select the lowest quote under all circumstances.

I hope this is helpful in guiding you and the council.

Sincerely,



Greg Schieber

Southeast Mechanical, Inc.

**25 Third Street SW
Chatfield, Mn 55923**

Ph: (507) 867-1604

Fax: (507) 867-3797

Email: jeffhare.semech@gmail.com

April 9, 2026

**To: Wykoff Fire Department
Attn: Mike Lund, Chief
217 N Gold Street
Wykoff, MN 55990**

Re: Installation of 2 Infrared Tube Shop Heaters

Proposal

**I propose to provide material and labor to replace equipment listed below in existing house.
All work will be done in accordance with Minnesota building codes.**

Material and Labor

- 1. 2 - Superior 80MBH 2-STG Infrared 30' Tube Heater.**
- 2. 2 - Heater install hanging and misc. materials.**
- 3. 2 - Venting 4" pipe, double wall flex connection, and termination**
- 4. 2 - Gas line re-hook kit**
- 5. Tax**
- 6. Labor**

Total investment price for both of these Tube Heaters is -

\$7,095.00

Exclusions:

1. Any electrical work to be done by others.

Prices are good for 30 days. Terms are 50% down 100% due on completion.
If a credit/debit card is used there will be a 3.5% charge on total.

Accepted by: _____

Thank You for the opportunity to propose your project. Please call me if you have any questions at Office - 507-867-1604 Cell – 507-251-1054.

Thank You

Jeff Hare, Sales Manager
Southeast Mechanical
25 SW 3rd St
Chatfield, MN 55923

Rubin Mechanical LLC
24897 790TH AVE
SPRING VALLEY, MN 55975 US
5072168087
rmsrubin@hotmail.com

Estimate

ADDRESS

Wykoff fire hall

ESTIMATE # 1356

DATE 04/17/2026

P.O

FIREHALL TUBE HEATERS UPDATED

DESCRIPTION	QTY	RATE	AMOUNT
UPDATED TUBE HEATER PROPOSAL	2	3,800.00	7,600.00

- 2-Schwanke 80,000 btu, 30' tube heaters.
- Will be installed on north and south walls and vented out walls.
- Gas line will be connected.
- Cord and thermostat will be provided.
- Additional electrical not included.
- Will remove and dispose of old tube heaters and cap old chimney.
- Materials and labor.

Thank you

SUBTOTAL	7,600.00
TAX	0.00
TOTAL	\$7,600.00

Accepted By

Accepted Date



1440 Industrial Dr NW
Rochester, MN 55901
P: 507.288.1908
F: 507.288.8337

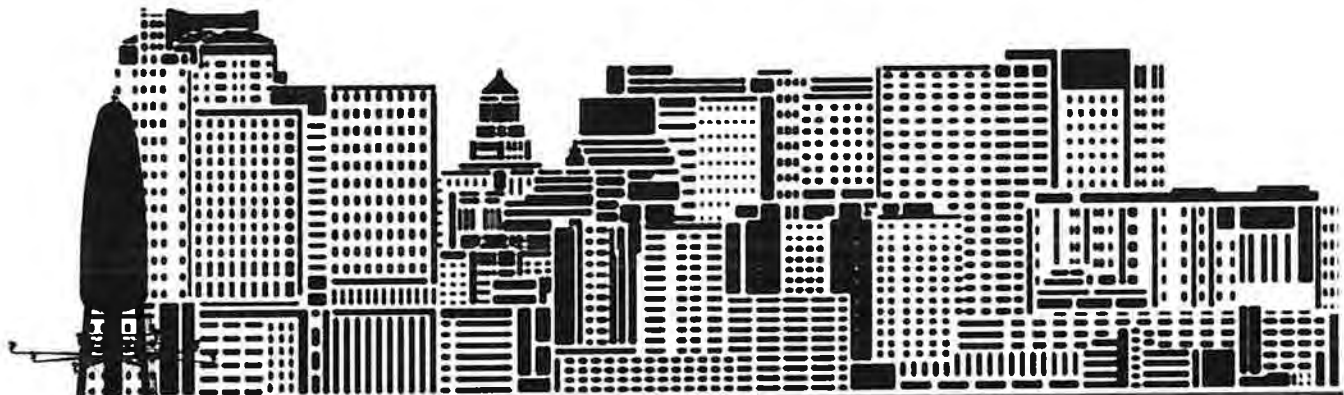
Commercial Proposal For:

WYKOFF FIRE DEPARTMENT

Location: 217 N. Gold St. Wykoff, MN 55990

Shane Mensink
Commercial HVAC Manager
Direct #507-424-5727

Michael Bliss
Commercial Project Manager
Direct #507-272-9705





1440 Industrial Dr NW
Rochester, MN 55901
P: 507.288.1908
F: 507.288.8337

TO: WFD
Attn: Mike Lund
507-398-6010
Michaellund1982@gmail.com

Date
4/20/2026

Payment Terms:
Monthly Progress Billing
or Due Upon Completion

Job	Base Bid
Replace existing radiant tube heaters (3)	\$13,300

This Proposal is for the replacement of (3) existing radiant tube heater, and will included the following labor and materials:

- Demolition of existing radiant tube heaters, haul away, and disposal.
 - Existing venting out the roof will filled with insulation and capped- not to be reused.
- Install (2) NEW 30' Reznor 80MBH-2 stage radiant tube heaters.
 - New radiant tube heaters will be suspended running east to west, 1 heater will be on the north wall of the garage and the other on the south wall.
 - Suspended at 45degree angle do direct heat toward the bays.
 - Hanger kits, chain, and beam clamps included.
 - Install 2 new vent kits; south heater will vent out the west wall, north heater will 90 at the end of the tube and vent out the north wall.
- Rework gas piping to each heater, includes regulator, shutoff, flexible gas connector, and dirt leg.
- Startup of Equipment.
- Price includes material, labor & tax to install.
- Price includes all man and material lifts.
- All permits and fees associated with this work is included.

Notes and Clarifications:

- *All electrical disconnect, wiring, and reconnect is by others.
- *Truck bays to be empty (trucks out) during demolition and installation.
- *Lead-Time is 3 weeks.
- *Lead-Time: In stock.



ADDITIONAL TERMS AND CONDITIONS

1440 Industrial Dr NW
Rochester, MN 55901
P: 507.288.1908
F: 507.288.8337

- 1. Definitions.** "Seller" shall be defined as Tonna Mechanical, Inc. "Customer" shall be defined as the person(s), corporation, limited liability company, partnership or other legal entity listed on the "Bill To" line on the opposite side of this Sales Contract. All other terms when used in this Sales Contract shall be deemed to be defined as provided in Sections 336.1-201 and 336.2-103 through 336.2-106 of the Minnesota Uniform Commercial Code.
- 2. Payment Terms.** Customer agrees to pay the agreed price upon completion of work. Payment shall be made as herein provided without discount or right of setoff. Seller reserves the right, among other remedies, either to terminate this Sales Contract or to suspend further deliveries upon failure of Customer to make any payment as herein provided. As additional payment hereunder, Customer shall pay Seller interest equal to the lesser of 18% per annum or the maximum rate allowed by law on amounts due Seller but not paid.
- 3. Delay.** The Seller shall be excused for any failure or delay in performance arising out of compliance with any law, ordinance, regulation, ruling, order or other governmental action or acts of God, fire, flood, war, sabotage, accidents, labor disputes, shortages or failure of supply of materials or equipment, interruption of or delay in transportation, or any circumstance or cause beyond the control of the Seller in the reasonable conduct of its business.
- 4. Limited Warranty.** Seller warrants (the "Limited Warranty") to the owner that during the two-year period from and after the warranty date, the home improvement shall be free from defects caused by the faulty installation of the system or systems due to noncompliance with building standards. For purposes of the Limited Warranty, "owner" means any person who owns a residential building on which home improvement work is performed, and includes any subsequent owner of the residential building. The "warranty date" is the date on which the home improvement work is completed. "Home improvement" means the repairing, remodeling, altering, converting or modernizing of, or adding to a residential building. Except for the warranties herein expressly set forth or otherwise provided by law, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THE SALES CONTRACT.
- 5. Limitation of Warranty.** The liability of Seller pursuant to the Limited Warranty is limited to the specific items set forth in Minn. Stat. §§ 327A.01-.08 and does not extend to the following: (a) loss or damage not reported by the vendee or the owner to the vendor or the home improvement contractor in writing within six months after the vendee or the owner discovers or should have discovered the loss or damage; unless the vendee or owner establishes that the vendor or home improvement contractor had actual notice of the loss or damage; (b) loss or damage caused by defects in design, installation, or materials which the vendee or the owner supplied, installed, or directed to be installed; (c) secondary loss or damage such as personal injury or property damage; (d) loss or damage from normal wear and tear; (e) loss or damage from normal shrinkage caused by drying of the dwelling or the home improvement within tolerances of building standards; (f) loss or damage from dampness and condensation due to insufficient ventilation after occupancy; (g) loss or damage from negligence, improper maintenance or alteration of the dwelling or the home improvement by parties other than the vendor or the home improvement contractor; (h) loss or damage from changes in grading of the ground around the dwelling or the home improvement by parties other than the vendor or the home improvement contractor; (i) landscaping or insect loss or damage; (j) loss or damage from failure to maintain the dwelling or the home improvement in good repair; (k) loss or damage which the vendee or the owner, whenever feasible, has not taken timely action to minimize; (l) loss or damage which occurs after the dwelling or the home improvement is no longer used primarily as a residence; (m) accidental loss or damage usually described as acts of God, including, but not limited to: fire, explosion, smoke, water escape, windstorm, hail or lightning, falling trees, aircraft and vehicles, flood, and earthquake, except when the loss or damage is caused by failure to comply with building standards; (n) loss or damage from soil movement which is compensated by legislation or covered by insurance; (o) loss or damage due to soil conditions where construction is done upon lands owned by the vendee or the owner and obtained by the vendee or owner from a source independent of the vendor or the home improvement contractor; (p) in the case of home improvement work, loss or damage due to defects in the existing structure and systems not caused by the home improvement. In addition, the Limited Warranty does not include products or materials installed that are already covered by an implied or written warranty.
- 6. Additional notices.** Seller has the right to inspect and offer to repair under Minn. Stat. § 327A.02, subdivisions 4 and 5. Customer acknowledges that the Limited Warranty is subject to the home warranty dispute resolution process under Minn. Stat. § 327A.051.
- 7. Limitation of Liability.** Customer shall inspect the goods supplied under this Sales Contract immediately after delivery. Customer's failure to give written notice of any claim within ten (10) days from the date of delivery shall constitute an unqualified acceptance of such goods and a waiver by Customer of all claims of any kind with respect thereto. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN



1440 Industrial Dr NW
Rochester, MN 55901
P: 507.288.1908
F: 507.288.8337

NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE GOODS IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. No action, regardless of form, arising out of the transaction under this Sales Contract may be brought by Customer more than one year after the cause of action has accrued.

8. **Collection Costs.** If Seller prevails in any legal action or other proceeding brought to enforce this Sales Contract, for collection of amounts owed or alleged owed hereunder, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Sales Contract, Seller shall be entitled to recover its attorney's fees and all other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

9. **Governing Law and Venue.** This Sales Contract was executed in Minnesota, and its construction and interpretation shall be construed according to the laws of the State of Minnesota. Any action at law, suit in equity or judicial proceeding arising directly, indirectly or otherwise in connection with, out of, related to or from this Sales Contract shall be litigated only in the courts of the State of Minnesota, County of Olmsted. The parties hereto waive any right they may have to transfer or change venue of any litigation resulting hereunder. A copy of this contract is enforceable to the same extent as the original.

10. **PRE-LIEN NOTICE.** *If Customer is the owner of the real property upon which the work is to be performed:*

(a) 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 ITS CONTRIBUTIONS.

(b) UNDER MN LAW, YOU HAVE THE RIGHT TO PAY THE PERSONS OR COMPANY WHO SUPPLIED LABOR AND MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THE AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY THE PERSONS OR COMPANY WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

If Customer is not the owner of the real property upon which the work is to be performed:

THIS NOTICE IS TO ADVISE YOU OF YOUR RIGHTS UNDER MINNESOTA LAW IN CONNECTION WITH THE IMPROVEMENT TO YOUR PROPERTY.

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

WE, TONNA MECHANICAL, INC., LOCATED AT 1440 INDUSTRIAL DR NW ROCHESTER, MN 55901, HAVE BEEN HIRED BY YOUR CONTRACTOR WHO IS THE PERSON IDENTIFIED IN THE "TO" SECTION OF THE ABOVE SALES CONTRACT TO PROVIDE HVAC AND/OR PLUMBING FOR THIS IMPROVEMENT

TO THE BEST OF OUR KNOWLEDGE, WE ESTIMATE OUR CHARGES WILL BE THE AMOUNT SET FORTH IN THE ABOVE SALES CONTRACT.

IF WE ARE NOT PAID BY YOUR CONTRACTOR, WE CAN FILE A CLAIM AGAINST YOUR PROPERTY FOR THE PRICE OF OUR SERVICES.

YOU HAVE THE RIGHT TO PAY US DIRECTLY AND DEDUCT THIS AMOUNT FROM THE CONTRACT PRICE, OR WITHHOLD THE AMOUNT DUE US FROM YOUR CONTRACTOR UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS YOUR CONTRACTOR GIVES YOU A LIEN WAIVER SIGNED BY US.

WE MAY NOT FILE A LIEN IF YOU PAID YOUR CONTRACTOR IN FULL BEFORE RECEIVING THIS NOTICE. THIS NOTICE IS NOT MEANT TO REFLECT POOR CREDIT ON THE PART OF YOUR CONTRACTOR.

This proposal is subject to the terms of the Master Services Agreement between Seller and Customer.



1440 Industrial Dr NW
Rochester, MN 55901
P: 507.288.1908
F: 507.288.8337

Exclusions:

Bonding, Low Voltage Wiring, Fire protection/ alarms, Plumbing, Gas Piping, Roofing/patching, Cutting/Patching, Framing, Blocking/Backings, Structural support drawings & bracing, Mechanical Equipment Guards, Concrete Housekeeping Pads, Engineering/Design Fees, Painting, Dumpsters, Temporary Utilities, Site Utilities, Utility Service into Building, Utility/Access Fees, Performance & Payment Bonds, Prevailing Wages, Unforeseen Conditions
Pricing is good for 30 days from date of proposal
Tonna Mechanical Inc. is not liable for damages from delay on materials.

Respectfully Submitted,

Shane Mensink

**Shane Mensink
507-272-4399
shane@calltonna.com
Commercial Manager
Tonna Mechanical, Inc.**

All material is guaranteed as specified. All work is to be completed in a workmanlike manner according to all authorities having jurisdiction and standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written change orders and will become an extra charge over and above the stated price. This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal- The prices, specifications, attached terms, & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature

PO

Date



1440 Industrial Dr NW
Rochester, MN 55901
P: 507.288.1908
F: 507.288.8337



Stender Enterprises
 215 Line Street South
 Box 96
 Wykoff, Minnesota 55990
 United States
 507-438-5583

Estimate

BILL TO
City of Wykoff
 P.O. Box 218
 Wykoff, 55990

Estimate Number: 13
Customer Ref: Fire Dept.
Estimate Date: May 1, 2026
Valid Until: May 31, 2026
Grand Total (USD): \$9,359.47

Items	Quantity	Price	Amount
Note This equipment is the minimum BTU rating I feel comfortable quoting. It's two stage burner of 75,000 -110,000 BTU's offers efficiency & capability.	1	\$0.00	\$0.00
Spec Special order per job: 2 - Two stage 30', 75/110 BTU natural gas ,infrared tube heaters.	2	\$0.00	\$0.00
Spec Special order per job: Thermostats, moisture proof, Nema4X two stage	2	\$0.00	\$0.00
Spec Special order per job: 4" vent pipe, B vent, wall thimble, termination cap	1	\$0.00	\$0.00
Spec Special order per job: Gas connection materials	1	\$0.00	\$0.00
Misc. Installation materials	1	\$0.00	\$0.00
Spec Special order per job: Equipment rental	1	\$0.00	\$0.00



Stender Enterprises
 215 Line Street South
 Box 96
 Wykoff, Minnesota 55990
 United States

507-438-5583

Estimate

Items	Quantity	Price	Amount
Labor Labor: Removal/disposal of old equipment. Install Two straight 30', 75k-110k two stage natural gas infrared tube heaters. One along south wall venting to the west, one along north wall venting to the north, two moisture proof two stage thermostats.	1	\$0.00	\$0.00
Note These heater will require an outlet to plug into so there may be electrical work needed NOT INCLUDED in this bid.	1	\$0.00	\$0.00
Total: Above listed materials & labor	1	\$9,648.94	\$9,648.94
Subtotal:			\$9,648.94
3% Project pre-paid :			(\$289.47)
Grand Total (USD):			\$9,359.47



217 NORTH GOLD STREET ■ P.O. BOX 218 ■ WYKOFF, MN 55990-0218 ■ 507-352-4011

RESOLUTION NO. 2026-10

A Resolution Approving a Contract in Which a Public Officer Has an Interest

WHEREAS, the City Council of the City of Wykoff has considered entering into a contract for the purchase of Fire Hall new heating system; and

WHEREAS, Jeff Hare is a public officer of the City and has a financial interest in the proposed contract as follows:

- Name of officer: Jeff Hare
- Position with the City: Council Member
- Nature of the interest: HVAC Contractor
- Goods/services to be provided: new heating system for fire hall; and

WHEREAS, the City Council finds that the contract is necessary for the conduct of City business and that the price to be paid by the City is as low as, or lower than, the price at which the same or similar goods or services could be obtained from other sources reasonably available to the City; and

WHEREAS, the City Council further finds that entering into the contract is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wykoff as follows:

1. The City Council hereby approves the contract with Southeast Mechanical for new heating system.
2. The Council specifically finds and determines that:
 - o The essential facts regarding the officer’s interest in the contract have been fully disclosed;
 - o The contract price is as low as, or lower than, the price at which the same goods or services could be obtained elsewhere; and
 - o The contract is in the best interests of the City.
3. The Mayor and City Clerk are authorized to execute all documents necessary to complete the transaction on behalf of the City.

Motioned by _____ Seconded by: _____

Roll Call Vote:

Adopted by the City Council of the City of Wykoff this 8th day of June, 2026.

Mayor

Attest: City Clerk Administrator

(6) **POTENTIALLY DANGEROUS DOG.** A dog that:

(a) Has when unprovoked, inflicted a bite on a human or domestic animal on public or private property;

(b) Has when unprovoked, chased or approached a person, including a person on a bicycle, upon the streets, sidewalks or any public or private property, other than the owner's property, in an apparent attitude of attack; or

(c) Has a known propensity, tendency or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

(D) *License required.* The owner must annually license dangerous and potentially dangerous dogs with the city and must license a newly declared dangerous or potentially dangerous dog within 14 days after notice that a dog has been declared dangerous or potentially dangerous. Regardless of any appeal that may be requested, the owner must comply with the requirements of M.S. ' 347.52 (a) and (c) regarding proper enclosures and notification to the city upon transfer or death of the dog, until and unless a hearing officer or court of law reverses the declaration.

(2) *Process for potentially dangerous dogs.* The city will issue a license to the owner of a potentially dangerous dog if the owner presents sufficient evidence that:

(a) There is a proper enclosure;

PROPER ENCLOSURE. Securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the dog from escaping and to provide protection for the dog from the elements. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only barriers which prevent the dog from exiting. The enclosure shall not allow the egress of the dog in any manner without human assistance. A pen or kennel shall meet the following minimum specifications:

A minimum overall floor size of 32 square feet. Sidewalls shall have a minimum height of five feet and be constructed of 11-gauge or heavier wire. Openings in the wire shall not exceed two inches, support post shall be one and one-fourth inch or larger steel pipe buried in the ground 18 inches or more. When a concrete floor is not provided, the sidewalls shall be buried a minimum of 18 inches in the ground. A cover over the entire pen or kennel shall be provided. The cover shall be constructed of the same gauge wire or heavier as the sidewalls and openings in the wire shall not exceed two inches. An entrance/exit gate shall be provided and be constructed of the same material as the sidewalls and openings in the wire shall not exceed two inches. The gate shall be self-closing and self-locking. The gate shall be locked at all times when the dog is in the pen or kennel.

(b) The owner has paid the annual license fee;

(c) The owner has had a microchip identification implanted in the potentially dangerous dog. The name of the microchip manufacturer and identification number of the microchip must be provided to the city. If the microchip is not implanted by the owner, it may be implanted by the city at the owner's expense.

(3) *Inspection.* A pre-license inspection of the premises to insure compliance with the city code is required. If the city issues a license to the owner of a dangerous or potentially dangerous dog, the city shall be allowed at any reasonable time to inspect the dog, the proper enclosure and all places where the animal is kept.

(4) *Warning symbol.* The owner of a dangerous dog licensed under this section must post a sign with the uniform dangerous dog warning symbol on the property in order to inform children that there is a dangerous dog on the property. The sign will be provided by the city upon issuance of the license.

(5) *Tags.* A dangerous dog licensed under this section must wear a standardized, easily identifiable tag at all times that contains the uniform dangerous dog symbol, identifying the dog as dangerous. The tag shall be provided by the city upon issuance of the license.

(6) *License fee.* The city will charge the owner an annual license fee for a dangerous or potentially dangerous dog as established in the Ordinance to Establish Fees and Charges as it may be amended from time to time.

Properly restrained in proper enclosure or outside of proper enclosure. While on the owner's property, an owner of a dangerous or potentially dangerous dog must keep it in a proper enclosure. Inside a residential home, there must be a secured area maintained where the dog will stay when persons other than family members are present. If the dog is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash no longer than four feet and under the physical restraint of an adult. The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury to the dog or interfere with its vision or respiration.

(F) *Notification requirements to city.*

(1) *Relocation or death.* The owner of a dog that has been declared dangerous or potentially dangerous must notify the City Clerk in writing if the dog is to be relocated from its current address or if the dog has died. The notification must be given in writing within 30 days of the relocation or death. The notification must include the current owner's name and address, and the new owner's name and the relocation address. If the relocation address is outside of the city, the city may notify the local law enforcement agency of the transfer of the dog into its jurisdiction.

(2) *Renter's obligations.* A person who owns or possess a dangerous or potentially dangerous dog and who will rent property from another where the dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal periods that the person owns or possesses a dangerous or potentially dangerous dog that will reside at the property. A dog owner, who is currently renting property, must notify the property owner

within 14 days of city notification if the owned dog is newly declared as dangerous or potentially dangerous and the owner keeps the dog on the property.

(3) *Transfer of ownership into the city.* No dog that has been previously determined to be dangerous or potentially dangerous by another jurisdiction shall be kept, owned or harbored in the city unless the dog's owner complies with the requirements of this section prior to bringing the dog into the city. Dogs in violation of this division are subject to impoundment and destruction.

(G) *Seizure.* Animal control may immediately seize any dangerous or potentially dangerous dog if:

(1) After 14 days after the owner has notice that the dog is declared dangerous or potentially dangerous, the dog is not validly licensed and no appeal has been filed;

(2) After 14 days after the owner has notice that the dog is dangerous, the owner does not secure the proper liability insurance or surety coverage as required or such required insurance is cancelled;

(3) The dog is not maintained in a proper enclosure;

(4) The dog is outside the proper enclosure and not under proper restraint, as required by ' 91.11(E);

2010 Supp.

RESOLUTION NO. 2026-11

A RESOLUTION ACCEPTING A DONATION TO THE CITY.

WHEREAS, the City of Wykoff is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and is specifically authorized to accept gifts.

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Spring Valley VFW	\$2500

WHEREAS, all such donations have been contributed to the city for the Wykoff Fire Dept new fire truck

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF Wykoff, MINNESOTA AS FOLLOWS:

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.

Roll Call Vote In Favor

Jeff Hare
Barb Fate
Ryan Breckenridge
Jane Baker
Missy Musel

Opposed/ None

Passed by the City Council of Wykoff, Minnesota this 8th day of June, 2026.

Mayor

Attested:

City Administrator

Dear Mayor Breckenridge and City Council,

I have received two letters from the City Administrator about complaints received related to our dogs.

According to the second letter, further action regarding our dogs, is taking place and "will be designating these two dogs as potentially dangerous pursuant to Ordinance '91.11."

The Ordinance states that a police officer, community service officer, animal control officer, or other authorized city employee may declare a dog to be dangerous when the officer has probable cause.

a) Whether any injury or damage to a person by the dog was caused.
Our dogs have not injured anyone.

Who will be determining that our dogs are potentially dangerous?

The city letter states that I have 14 days to complete required measures.

Is the fourteen days from when I get the letter or from when they have been declared dangerous by an officer?

I would like to appeal to the members of the council about our situation.

After receiving our Airdales, Hank & Barney, the kids and I have been working on training them. They had no training previously. The kids were getting ready for our usual walk and waiting with leashed dogs for me outside. My son, Riley, came in and reported that Hank had gotten away. By the time I had got to the dock, Riley came back to report that Hank was back. My daughter, Molly, had now gotten a good grip on the leash. We then proceeded to go on our walk. When we were headed home heading North on Gold St. Clint and his girlfriend pulled up to the kids and I. He asked if my dogs had come up to his girlfriend. According to him, the dog acted aggressively towards his girlfriend and he instructed us that she has a permit to carry a gun and should use it. He also told me that he would shoot our dogs if it happens again.

The kids and I have been working with our dogs daily since getting them. They have learned to walk on a leash, come, sit & down. They have responded well. At home I have had them off lead in our yard (supervised) and come when called.

I received a letter dated Jan. 21, 26, from the city with a complaint from Clint and his girlfriend about the dogs leaving our yard and defecating in their yard. We had been experiencing some trouble with the clip on our tie out rope. I had replaced the spring in the clip previously and checked it again. I noticed that it would freeze open. The kids were instructed to make sure the clip was secure and they could throw it in their hands. Also reminded them of the city ordinance.

In the complaint she claimed that (first encounter) our dog was acting like it was going to attack and she needed to kick it to get it away. My children claim the dog was sniffing around a building and curious about their dog Dixie, who was off lead.

In the letter dated May 13, 26, she complains that two dogs were loose and while on their property killed several baby rabbits. She was able to secure her dog and call the police. The dogs returned home.

This time I was getting ready to leave to buy groceries for supper. Some children were to stay while

Others come with me to Spring Valley. I thought one of the children had put them inside before leaving. I was away from home for approx. one hour.

When I got home my son, Logan, informed me that the police had called. The officer asked him if the dogs were back inside. The officer said there had been a call concerning the dogs being at large. Clint had already stopped by and talked with Logan about the dogs being at his house and killing "our bunnies". Clint threatened to shoot the dogs.

Early the next morning, I wrote a letter apologizing to Clint for our dogs being loose and the reason they were. In my letter I told Clint that I would ensure the dogs are inside before leaving again. I also told him that the children have been reminded about using a leash or tie out.

I have purchased a new tie out that has a better clip. The underground fence that we have is working again, and we are working on training the dogs to the fence.

Our dogs have been licenced and the city has a copy of the vaccinations.

If our dogs are listed as potentially dangerous because they killed wild baby bunnies, then shouldn't all dogs or wildlife be listed as potentially dangerous. And all cats and birds as potentially dangerous since they would kill rabbits too.

Our dogs are alert/guard dogs. They will bark at strangers on our property. We feel safer having them around.

They are also gentle. While walking the dogs, we met with a daycare. The daycare kids asked if they may pet the dogs and then petted the dogs. The dogs licked the daycare kids faces. I've had people comment on how nice the dogs are.

Anytime our dogs have left our property and I've become aware of the issue, I would then go in pursuit of the dog(s). Sometimes having several people with me in pursuit. Then once the dog was back try to figure out a solution to why it left.

Is the Mayor willing to consider or reconsider the designation of the potentially dangerous dog prior to the Council meeting?

What would be the city's requirements to keep the dogs?

Paula K. Jones