

---

**Metropolitan Council  
Municipal Publicly Owned Infrastructure  
Inflow/Infiltration Grant Program**

**Grant Agreement - End Grant  
for the  
Tonka Bay Sanitary Sewer Project**

**Funded by the  
State of Minnesota  
General Obligation Bond Proceeds**

---

## TABLE OF CONTENTS

### RECITALS

#### Article I - DEFINITIONS

Section 1.01 – Defined Terms

#### Article II - GRANT

Section 2.01 – Grant of Monies

Section 2.02 – Public Ownership

Section 2.03 – Use of Grant Proceeds

Section 2.04 – Operation of the Real Property and Facility

Section 2.05 – Public Entity Representations and Warranties

Section 2.06 – Ownership by Leasehold or Easement

Section 2.07 – Event(s) of Default

Section 2.08 – Remedies

Section 2.09 – Notification of Event of Default

Section 2.10 – Survival of Event of Default

Section 2.11 – Term of Grant Agreement

Section 2.12 – Modification and/or Early Termination of Grant

Section 2.13 – Excess funds

#### Article III – USE CONTRACTS [**NOT TO BE USED IN THIS AGREEMENT**]

Section 3.01 – General Provisions

Section 3.02 – Initial Term and Renewal

Section 3.03 – Reimbursement of Counterparty

Section 3.04 – Receipt of Monies Under a Use Contract

#### Article IV – SALE

Section 4.01 – Sale

Section 4.02 – Proceeds of a Sale

#### Article V – COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER’S ORDER

Section 5.01 – State Bond Financed Property

Section 5.02 – Preservation of Tax Exempt Status

Section 5.03 – Changes to G.O. Compliance Legislation or the  
Commissioner’s Order

#### Article VI – DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 – Disbursement of Grant

Section 6.02 – Conditions Precedent to Disbursement of Grant

Article VII- MISCELLANEOUS

- Section 7.01 – Insurance
- Section 7.02 – Condemnation
- Section 7.03 – Use, Maintenance, Repair and Alterations
- Section 7.04 – Records Keeping and Reporting
- Section 7.05 – Inspections by Council
- Section 7.06 – Data Practices
- Section 7.07 – Non-Discrimination
- Section 7.08 – Worker’s Compensation
- Section 7.09 – Antitrust Claims
- Section 7.10 – Review of Plans and Cost Estimates **[NOT TO BE USED]**
- Section 7.11 – Prevailing Wages
- Section 7.12 – Liability
- Section 7.13 – Indemnification by the Public Entity
- Section 7.14 – Relationship of the Parties
- Section 7.15 – Notices
- Section 7.16 – Binding Effect and Assignment or Modification
- Section 7.17 – Waiver
- Section 7.18 – Entire Agreement
- Section 7.19 – Choice of Law and Venue
- Section 7.20 – Severability
- Section 7.21 – Time of Essence
- Section 7.22 – Counterparts
- Section 7.23 – Matching Funds
- Section 7.24 – Source and Use of Funds
- Section 7.25 – Third-Party Beneficiary
- Section 7.26 – Public Entity Tasks
- Section 7.27 – Council and Commissioner  
Required Acts and Approvals.
- Section 7.28 – Applicability to Real Property and Facility
- Section 7.29 – E-Verification
- Section 7.30 – Jobs Reporting Requirements
- Section 7.31 – Additional Requirements

Attachment I – DECLARATION

Attachment II – LEGAL DESCRIPTION OF REAL PROPERTY

Attachment III – SOURCE AND USE OF FUNDS

Attachment IV – GRANT APPLICATION

Attachment V – JOBS REPORTING

**General Obligation Bond Proceeds**

**MUNICIPAL PUBLICLY OWNED INFRASTRUCTURE  
INFLOW/INFILTRATION GRANT PROGRAM**

**INTERGOVERNMENTAL GRANT AGREEMENT  
BETWEEN  
METROPOLITAN COUNCIL AND TONKA BAY**

This Intergovernmental Grant Agreement (“Grant Agreement”) is made this 12<sup>th</sup> day of November, 2019, and entered into by and between the Metropolitan Council a public corporation and political subdivision of the State of Minnesota (“Council”) and, Tonka Bay a Minnesota Municipal corporation (“Grantee”).

**BACKGROUND RECITALS**

277. The Minnesota Legislature has appropriated to the Council in the 2017 Session Laws Chapter 8, Section 16, subdivision 3, \$3,739,000, for a grant program to be administered by the Council. In addition, the Minnesota Legislature appropriated to the Council in the 2018 Session Laws Chapter 214, Section 17, subdivision 2, \$5,000,000, for a grant program to be administered by the Council. Therefore, the total 2017 I/I Grant distribution shall be \$8,739,000. Each appropriation is for the purpose of providing grants to municipalities for capital improvements to public municipal wastewater collection systems to reduce the amount of inflow and infiltration to the Council’s metropolitan sanitary sewer disposal system (“I/I Municipal Grant Program”).

278. The monies allocated to fund the appropriation to the Council are proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

279. The Council has gone through a public process and formally adopted Guidelines for the I/I Municipal Grant Program. Grantee has read and understands the Council Guidelines (“Council Guidelines”).

280. Council has identified Grantee as a contributor of excessive inflow and infiltration to the Council’s metropolitan sanitary sewer disposal system and thus an eligible applicant for grant funds under the I/I Municipal Grant Program.

281. Pursuant to its authority under Minnesota Statutes § 444.075 [or other authority, if different], Grantee operates a municipal wastewater collection system identified as Tonka Bay Wastewater Collection System (“Wastewater System”) and has submitted an application to and been approved by the Council for grant funds in the amount of \$18,125.56, for performance of functions and activities for its inflow and infiltration mitigation capital improvement project to the Wastewater System in accordance with Council guidelines.

282. Council has reviewed and found eligible Grantee’s application for grant funds and has awarded such grant funds (“G.O. Grant”) to Grantee to construct a capital improvement project to

Grantee's pipeline as described in and in accordance with the terms and conditions of this Grant Agreement.

7. The Grantee's receipt and use of the I/I Municipal Grant Program to acquire an ownership interest in and/or improve real property (the "Real Property") and structures situated thereon (the "Facility") will cause the Grantee's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minn. Stat. § 16A.695 (the "G.O. Compliance Legislation") and in that certain "Third Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated August 1, 2017 (the "Commissioner's Order"), even though such funds shall only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

8. Council and Grantee desire to set forth herein the provisions relating to the granting of such G.O. Grant and the disbursement thereof to Grantee and the operation of the Real Property and the Facility.

## **Article I DEFINITIONS**

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Agreement" - means this Metropolitan Municipal Publicly Owned Infrastructure Inflow/Infiltration Grant Program Grant Agreement - End Grant for the Tonka Bay Sanitary Sewer 2017 thru 2019 Project, as such exists on its original date and any amendments, modifications or restatements thereof.

"Approved Debt" – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

"Certification" – means a certification in the form contained in Attachment 1-A to this Agreement and all amendments thereto, acknowledging that the Real Property and Facilities is state bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the requirements imposed by such statutes and cannot be sold, encumbered or otherwise disposed of without the approval of the Commissioner of the MMB.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated August 1, 2017, as amended.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means the Wastewater Systems as identified in Recital No. 5, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment IV** that the Public Entity submitted to the Council. *This definition is only needed and only applies if the Public Entity submitted a grant application to the Council. If the Public Entity did not submit a grant application to the Council, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the Council and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$         \$66,384.25         or          Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar

amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in Attachment III attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in Attachment III and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the Council to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” – means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of the activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in Attachment III hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Hennepin, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Council” - means the entity identified as the “Council” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of

which has been established by way of written documentation that is acceptable to and approved, in writing, by the Council and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and/or if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.V, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

## **Article II GRANT**

Section 2.01 **Grant of Monies.** The Council shall make and issue the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the Council or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the Council that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

Fee simple ownership of the Real Property.

A Real Property/Facility Lease for the Real Property that complies with the

— requirements contained in Section 2.06.  
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: \_\_\_\_\_.)

An easement for the Real Property that complies with the requirements contained in Section 2.06.  
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: \_\_\_\_\_.)

Ownership Interest in, if applicable, the Facility.

Fee simple ownership of the Facility.

A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.  
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: \_\_\_\_\_.)

Not applicable because there is no Facility.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

Acquisition of fee simple title to the Real Property.

Acquisition of a leasehold interest in the Real Property.

Acquisition of an easement for the Real Property.

Improvement of the Real Property.

Acquisition of fee simple title to the Facility.

Acquisition of a leasehold interest in the Facility.

Construction of the Facility.

Renovation of the Facility.

Sanitary Sewer Improvements.  
(Describe other or additional purposes.)

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used, for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the Council and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the Council that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the Council, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the Council and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the Council that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program

budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the Council and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the Council as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the Council or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the Council and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the Council and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay

for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the Council and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

V. The Useful Life of the Real Property and, if applicable, Facility is \_\_\_\_ years.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the Council or the Commissioner of MMB.

**Section 2.06 Ownership by Leasehold or Easement.** *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the Council and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the Council and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination

to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the Council for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by the Council and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the Council or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the Council and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the Council to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

E. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.U.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the Council and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the Council or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Council, the Council or the Commissioner of MMB may enforce any or all of the following remedies.

A. The Council may refrain from disbursing the Program Grant; provided, however, the Council may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the Council or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the Council or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the Council and/or the

Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

**Section 2.09 Notification of Event of Default.** The Public Entity shall furnish to the Council and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

**Section 2.10 Survival of Event of Default.** This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

**Section 2.11 Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

**Section 2.12 Modification and/or Early Termination of Grant.** If the full amount of the Program Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, or such later date to which the Public Entity and the Council may agree in writing, then the Council's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date then the Council's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such date then the Council shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a

Real Property/Facility Lease. Upon such termination the Council shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

### **Article III USE CONTRACTS**

**Contents of Article III have been deliberately omitted from this Agreement.**

### **Article IV SALE**

Section 4.01 **Sale.** The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

- A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be

deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

**Section 4.02 Proceeds of a Sale.** Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the Council under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the Council, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the Council, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the Council shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the

Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the Council or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

**Article V**  
**COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION**  
**AND THE COMMISSIONER’S ORDER**

Section 5.01 **State Bond Financed Property.** The Public Entity and the Council acknowledge and agree that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, “state bond financed property”, as such term is used in the G.O. Compliance Legislation and the Commissioner’s Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity’s ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as “bond proceeds” under Section 148 of the Code including “investment proceeds,” “invested sinking funds,” and “replacement proceeds,” in such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the meaning of

Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

**Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order.** In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the Council shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

## **Article VI DISBURSEMENT OF GRANT PROCEEDS**

**Section 6.01 Disbursement of Grant.** Upon compliance with all of the conditions delineated in Section 6.02, the Council shall disburse the Program Grant to the Public Entity in one lump sum. Under no circumstance shall the Council be required to disburse funds in excess of the amount requested by the Public Entity under the provisions contained in Section 6.02.A even if the amount requested is less than the amount of the Program Grant delineated in Section 1.01. If the amount of Program Grant that the Council disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the Council and the Public Entity shall enter into and execute whatever documents the Council may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the Council's obligation to disburse any of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the Council and the Commissioner of MMB.

**Section 6.02 Conditions Precedent to Disbursement of Grant.** The obligation of the Council to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:

A. The Council shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The Council shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The Council shall have received evidence, in form and substance acceptable to the Council, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The Council shall have received evidence, in form and substance acceptable to the Council, that the Public Entity has fully and completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The Council shall have received evidence, in form and substance acceptable to the Council, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23 and that all of such matching funds, if any, have been expended for the Project.

F. The Council shall have received evidence, in form and substance acceptable to the Council, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The Council shall have received evidence, in form and substance acceptable to the Council, that the Real Property and, if applicable, Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The Council shall have received evidence, in form and substance acceptable to the Council, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The Council shall have received evidence, in form and substance acceptable to the Council, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and

licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The Council shall have received evidence, in form and substance acceptable to the Council, that the Project was completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04, which requirement may be satisfied by a certificate of occupancy or such other equivalent document from the municipality in which the Real Property is located.

K. The Council shall have received evidence, in form and substance acceptable to the Council, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The Council shall have received evidence, in form and substance acceptable to the Council, that the insurance requirements under Section 7.01 have been satisfied.

M. The Council shall have received evidence, in form and substance acceptable to the Council, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The Public Entity has supplied to the Council all other items that the Council may reasonably require.

## **Article VII MISCELLANEOUS**

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the Council under which the Council and the Public Entity are named as loss payees. If damages which are

covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The Council agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the Council named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the Council or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the Council may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature, and any funds expended by the Council to obtain or maintain such insurance shall be due and payable on demand by the Council and bear interest from the date of advancement by the Council at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the Council to obtain or maintain such insurance, and the Council's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

**Section 7.02 Condemnation.** If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility, and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the Council agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

**Section 7.03 Use, Maintenance, Repair and Alterations.** The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the Council and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the Council may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the Council to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the Council hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the Council to take any action, incur any expense, or expend any funds, and the Council shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the Council to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the Council and bear interest from the date of advancement by the Council at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

**Section 7.04 Records Keeping and Reporting.** The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the Council, auditors for the Council, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 **Inspections by Council.** Upon reasonable request by the Council and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the Council to inspect the Real Property and, if applicable, Facility.

Section 7.06 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 **Antitrust Claims.** The Public Entity hereby assigns to the Council and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 **CONTENTS OF SECTION 7.10 HAVE BEEN DELIBERATELY OMITTED FROM THIS AGREEMENT.**

Section 7.11 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 **Liability.** The Public Entity and the Council agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and

the results thereof. The liability of the Council and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

**Section 7.13 Indemnification by the Public Entity.** The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the Council, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the Council, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the Council, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the Council, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the Council, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

**Section 7.14 Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the Council, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the Council, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual

relationship with the Council, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the Council, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Council, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

4901 Manitou Road  
Tonka Bay, MN 55331  
Attention: Nick Preisler

To the Council at:

Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101  
Attention: Regional Administrator

To the Commissioner of MMB at:

Minnesota Department of Management and Budget  
400 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the Council, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the Council may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the

Council unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the Council, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the Council, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the Council, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the Council, and there are no other agreements, either oral or written, between the Public Entity and the Council on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

NONE

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public

Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the Council and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the Council and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the Council or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value

should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 **Third-Party Beneficiary.** The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the Council and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.26 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.27 **Council and Commissioner Required Acts and Approvals.** The Council and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.28 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.29 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.30 **Jobs Reporting Requirements.** Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in **Attachment V** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 7.31 **Additional Requirements.** The Public Entity and the Council agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

NONE

[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

**IN TESTIMONY HEREOF**, the Public Entity and the Council have executed this General Obligation Bond Proceeds Grant Agreement End Grant for the Tonka Bay Sanitary Sewer Project under the 2017 Municipal Inflow/Infiltration Grant Program on the day and date indicated immediately below their respective signatures.

**GRANTEE:**

Tonka Bay,  
a Minnesota Municipal corporation ("Grantee")

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, \_\_\_\_\_

And: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, \_\_\_\_\_

**METROPOLITAN COUNCIL:**

By: Matthew S. Doolin  
Regional Administrator, successor, or delegate

Its: Budget Manager, MCEC

Dated: November 12, 2019

**Attachment I to Grant Agreement**

**State of Minnesota  
General Obligation Bond Financed  
DECLARATION**

The undersigned has the following interest in the real property located in the County of \_\_\_\_\_, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the “Restricted Property”):

- (Check the appropriate box.)
- a fee simple title,
- a lease, or
- an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain \_\_\_\_\_ [Insert title of the general obligation grant agreement] between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of \_\_\_\_\_ [Insert the name of the Council that provided the grant] and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.



**Attachment II to Grant Agreement**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

(For Projects for which a Certification is being submitted, use the description attached to the Certification submitted.)

**Attachment I-A**

**State of Minnesota  
General Obligation Bond Financed  
CERTIFICATION**

The undersigned hereby certifies as follows:

This Certification is being submitted pursuant to the Waiver of Real Property Declaration granted by Minnesota Management and Budget to Metropolitan Council for Municipal Publicly-Owned Infrastructure Inflow/Infiltration projects or the portions thereof which lie entirely within public road, street and highway rights-of-way and utility easements.

[Grantee] certifies that [Grantee] has read and will comply with the terms and conditions of the Waiver of Real Property Declaration, a copy of which is attached to this Certification and further, that the Governmental Program which is the subject of and described in the Municipal Publicly-Owned Infrastructure Inflow/Infiltration Grant Agreement [NoSG-09610] between [Grantee] and Metropolitan Council qualifies for the Waiver of Real Property Declaration.

The undersigned owns  fee title to property and/or  permanent easement and/or  other easement which meets the requirements of this Agreement for wastewater collection purposes and/or permit for pipe in City of Tonka Bay public right of way which meets the requirements of this Agreement for wastewater collection purposes and a wastewater collection system within the fee title, permanent easement, and/or the other easement and wastewater collection system being located in Hennepin County, Minnesota. The fee title property, permanent easement and/or other easement and the wastewater collection system therein is referred to as "Restricted Property" and is described in Exhibit A attached hereto by **legal description, narrative description or diagram**.

As the owner of the Restricted Property, the undersigned hereby acknowledges the following restrictions and encumbrances with respect to the Restricted Property:

- A. The Restricted Property is State bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in the G.O Grant agreement between Metropolitan Council and [Grantee], dated      11-12, 2019.



**Exhibit A**  
**LEGAL DESCRIPTION, NARRATIVE DESCRIPTION, OR MAP OF RESTRICTED**  
**PROPERTY**

See attached maps

**Attachment III to Grant Agreement  
SOURCE AND USE OF FUNDS FOR THE PROJECT**

<b>Source of Funds</b>		<b>Use of Funds</b>	
<b><u>Identify Source of Funds</u></b>	<b><u>Amount</u></b>	<b><u>Identify Items</u></b>	<b><u>Amount</u></b>
<b>State G.O. Funds</b>		<b>Ownership Acquisition</b>	
Program Grant	\$18,125.56	<b>and Other Items Paid for</b>	
<b>Other State Funds</b>		<b>with Program Grant Funds</b>	
_____	\$ _____	Purchase of Ownership	\$ _____
_____	\$ _____	Interest	
_____	\$ _____	Other Items of a Capital	
Subtotal	\$ _____	Nature	
<b>Matching Funds</b>		Sanitary Sewer Project	\$18,125.56
_____	\$ _____	_____	\$ _____
_____	\$ _____	Subtotal	\$ _____
Subtotal	\$ _____	<b>Items Paid for with</b>	
<b>Other Public Entity Funds</b>		<b>Non-Program Grant Funds</b>	
_____	\$ _____	City Attained Funding	\$48,258.69
_____	\$ _____	_____	\$ _____
Subtotal		_____	\$ _____
<b>Loans</b>		Subtotal	\$ _____
_____	\$ _____		
_____	\$ _____		
Subtotal	\$ _____		
<b>Other Funds</b>			
City Attained Funding	\$48,258.69		
_____	\$ _____		
Subtotal	\$ _____		
<b>Prepaid Project Expenses</b>			
_____	\$ _____		
_____	\$ _____		
Subtotal	\$ _____		
<b>TOTAL FUNDS</b>	\$66,384.25	<b>TOTAL PROJECT COSTS</b>	\$66,384.25



**Attachment IV to Grant Agreement  
GRANT APPLICATION**

See Attached

**Attachment V to Grant Agreement  
JOBS REPORTING**

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, Council is required to report the number of jobs created or retained by the Project. To enable Council to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to Council as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to Council. Information can be recorded by Council in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The Council's contract number, if applicable.
- (3) Reporting period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.
- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
  - (i) less than \$10.00,
  - (ii) \$10.01 to \$15.00,
  - (iii) \$15.01 to \$20.00,
  - (iv) \$20.01 to \$25.00,
  - (v) \$25.01 to \$30.00,
  - (vi) \$30.01 to \$35.00,
  - (vii) \$35.01 to \$40.00, or
  - (viii) more than \$40.00.

(15) Jobs.

- a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained” means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
- b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
- c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to Council.

**m** MANAGEMENT  
AND BUDGET

August 1, 2017

John Atkins  
MCES Budget Director  
Metropolitan Council  
390 Robert Street N.  
St Paul, MN 55101

RE: Waiver of Real Property Declaration - 2017 Metropolitan Cities Inflow and Infiltration Grants

Dear Mr. Atkins:

I have reviewed your letter dated June 26, 2017, requesting a waiver pursuant to Section 7.02(b) of the Fourth Order Amending Order of Commissioner of Finance dated July 30, 2012 (the "Commissioner's Order") of the requirement that a real property declaration be recorded in connection with the grants to metropolitan-area cities to address inflow and infiltration into local sanitary sewer collection systems from the Metropolitan Council appropriation in Laws 2015, ch. 8, sec. 16, subd.3.

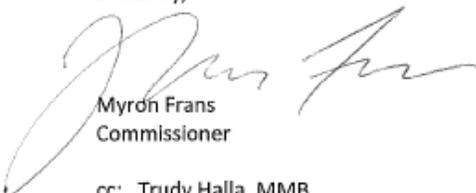
In response to your request, I waive the requirement that a declaration be recorded for the portion of such projects which lies entirely within roadways, road rights-of-way or utility easements. However, a declaration will need to be executed and recorded for any portion of a project which is on land outside of such areas.

Please note that this letter only waives the requirement that a declaration be recorded. The property will remain bond-financed property and subject to all other requirements of Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

This waiver is conditional upon our receiving a signed copy of the form of Certification that has been used by the Metropolitan Council in its grants from prior I&I bonding appropriations in which each grantee acknowledges that the project property is or will be bond-financed property and thus subject to all the other requirements of Minn. Stat. Sec. 16A.695 and the Commissioner's Order

The certification should be signed by each grantee as a part of its grant documentation and a copy of the Certification should be sent to Trudy Halla, Capital Bonding Coordinator, at Minnesota Management and Budget at the address below.

Sincerely,



Myron Frans  
Commissioner

cc: Trudy Halla, MMB  
Ned Smith, MCES Finance Director  
Dan Abelson, Metropolitan Council

# 2017 Municipal I&I Grant Program Cost Verification and Jobs Reporting Form

Completion of this form and submission of attachments is the basis for entering into agreement with the Metropolitan Council on the 2017 I&I Grant program. This form and its attachments verify that the community has finished I&I reduction projects, with costs eligible for reimbursement under the 2017 I&I Grant program. Please send the completed form and required attachments to (electronic submission preferred):

**Mail:** Matt Gsellmeier, MCES Grant Administrator 390 N. Robert Street St. Paul, MN 55101

**Email:** [Matthew.Gsellmeier@metc.state.mn.us](mailto:Matthew.Gsellmeier@metc.state.mn.us)

**Phone:** (651) 602-1802

## Required Attachments:

Please attach and return the following items to Met Council by November 1, 2019:

1. The Cost Verification & Jobs Reporting Form (**This form**)
2. One of the following that applies to your city's property situation:
  - Attachment 1 to Grant Agreement – DECLARATION of Real Property, and
    - Attachment II to Grant Agreement – Legal Description of Real Property, OR
  - Attachment 1-A – CERTIFICATION pursuant to Waiver of Real Property Declaration for projects located under any right of way, and
    - Exhibit A – LEGAL DESCRIPTION, NARRATIVE DESCRIPTION, OR MAP OF RESTRICTED PROPERTY
3. A city resolution authorizing application and execution of the Grant agreement
4. A detailed breakdown of actual expenditures that tie-out to the project costs cited in the Cost Verification Form.
  - MCES may request additional documentation to verify expenditures.
5. Description of work completed
6. Invoices or other documents that substantiate the cost of work completed.

## Required Cost Verification Information:

**City:** Tonka Bay, MN

**City Official/Title:** Nick Preisler / City Engineer

**Phone #:** 763.287.8537

**Project Start Date:** June 2017

**Project End Date:** October 2019

**Were projects completed between May 31, 2017 and November 1, 2019 (Y/N):** Y

In the space provided on the next page, please enter a summary of your costs, and your eligible I&I work. As a reminder, the following work is considered non-eligible under the I&I program:

- Studies, investigations or inspections
- Any improvement to privately owned infrastructure

**Enter A Summary of Total Project Costs:**

2017 Manhole Cover Replacements – \$2,926.00  
 2017 Sanitary Sewer Lining Project – Includes CIPP Lining 8"/9" - \$31,617.00  
 2018 Manhole Cover Replacements – \$3,192.00  
 2018 Sanitary Sewer Lining Project – Includes CIPP Lining 8" - \$28,649.25

**Enter the Eligible I&I Costs that your City incurred between May 31, 2017 and May 30, 2018 (Column A):**

Type of work:	(A) Total Project Costs:	(B) Covered: 50% of Project Costs	(C) % Eligible for funding	(D) Amount Eligible For Grant Funding
1. Pipe Lining and Replacement	\$31,617.00	X 50% = \$15,808.50	X 50% =	\$7,904.25
2. Pipe Joint Sealing and chimney Seals		X 50% = \$ 0.00	X 100% =	\$ 0.00
3. Manholes – Lining, replacement		X 50% = \$ 0.00	X 50% =	\$ 0.00
4. Manhole Sealing joints, castings, cover	\$6,118.00	X 50% = \$3,059.00	X 100% =	\$3,059.00
5. Flood Mitigation		X 50% = \$ 0.00	X 10% =	\$ 0.00
6. Cross Connection Elimination		X 50% = \$ 0.00	X 100% =	\$ 0.00
<b>Total:</b>	<b>\$37,735.00</b>	<b>\$18,867.50</b>		<b>\$10,963.25</b>

**Enter the Eligible I&I Costs that your City incurred between May 31, 2018 and November 1, 2019 (Column A):**

Type of work:	(A) Total Project Costs:	(B) Covered: 50% of Project Costs	(C) % Eligible for funding	(D) Amount Eligible For Grant Funding
1. Pipe Lining and Replacement	\$28,649.25	X 50% = \$14,324.63	X 50% =	\$7,162.32
2. Pipe Joint Sealing and chimney Seals		X 50% = \$ 0.00	X 100% =	\$ 0.00
3. Manholes – Lining, replacement		X 50% = \$ 0.00	X 50% =	\$ 0.00
4. Manhole Sealing joints, castings, cover		X 50% = \$ 0.00	X 100% =	\$ 0.00
5. Flood Mitigation		X 50% = \$ 0.00	X 10% =	\$ 0.00
6. Cross Connection Elimination		X 50% = \$ 0.00	X 100% =	\$ 0.00
<b>Total:</b>	<b>\$28,649.25</b>	<b>\$14,324.63</b>		<b>\$7,162.32</b>

## Required Jobs Reporting Information:

Per legislative requirements (*Minn. Stat. Sec. 16A.633, Subd. 4*), each grantee must report on 'jobs created or retained' as a result of projects funded through State Bond funds. To the best of your abilities, please complete the forms below. For reference, 1 FTE = 2,080 annual work hours (40 Hours X 52 Weeks per year).

1. Use the space below to enter jobs information for **Engineering Professionals:**

Hourly Wage Range:	Full-Time Equivalent (FTE) Jobs Created:	Full-Time Equivalent (FTE) Jobs Retained:
Less than \$10.00		
\$10.01 to \$15.00		
\$15.01 to \$20.00		
\$20.01 to \$25.00		
\$25.01 to \$30.00		
\$30.01 to \$35.00		
\$35.01 to \$40.00		
More than \$40.00		

2. Use the space below to enter jobs information for **Construction Workers:**

Hourly Wage Range:	Full-Time Equivalent (FTE) Jobs Created:	Full-Time Equivalent (FTE) Jobs Retained:
Less than \$10.00		
\$10.01 to \$15.00		
\$15.01 to \$20.00		
\$20.01 to \$25.00		
\$25.01 to \$30.00		
\$30.01 to \$35.00		
\$35.01 to \$40.00		
More than \$40.00		

3. Use the space below to enter jobs information for **All Other Workers:**

Hourly Wage Range:	Full-Time Equivalent (FTE) Jobs Created:	Full-Time Equivalent (FTE) Jobs Retained:
Less than \$10.00		
\$10.01 to \$15.00		
\$15.01 to \$20.00		
\$20.01 to \$25.00		
\$25.01 to \$30.00		
\$30.01 to \$35.00		
\$35.01 to \$40.00		
More than \$40.00		

**CITY OF TONKA BAY**

**RESOLUTION 19-57**

**A RESOLUTION ACCEPTING AND APPROVING THE GRANT AGREEMENT  
BETWEEN THE CITY OF TONKA BAY AND THE  
METROPOLITAN COUNCIL OF ENVIRONMENTAL SERVICES FOR THE  
IMPROVEMENT OF PUBLICALLY OWNED INFRASTRUCTURE  
(MCES Agreement #SG\_\_\_\_\_)**

**WHEREAS,** the Minnesota Legislature has appropriated to the Metropolitan Council of Environmental Services (MCES) in the 2017 and 2018 State Bonding Bills, \$8,739,000 for a grant program to be administered by the MCES for the purpose of providing grants to municipalities for capital improvements to public municipal wastewater collection systems to reduce the amount of inflow and infiltration to the MCES metropolitan sanitary sewer disposal system (I/I Municipal Grant Program).

**WHEREAS,** the MCES has identified the City of TONKA BAY as a contributor of excessive inflow and infiltration to the MCES metropolitan sanitary sewer disposal system and thus an eligible applicant for grant funds under the I/I Municipal Grant Program.

**WHEREAS,** grant monies will be awarded to pre-approved municipalities for a pre-determined amount up to 50% of eligible improvements completed between May 31, 2017 and November 1, 2019.

**WHEREAS,** The City of TONKA BAY has submitted an application to the Metropolitan Council of Environmental Services (MCES) for grant funding for improvements to the publically owned sanitary sewer system to reduce inflow and infiltration; and

**WHEREAS,** The MCES has determined to contribute one-half of the actual amount of eligible expenses during the grant activity period up to an estimated Preliminary Minimum Allocation (PMA) of \$50,000. In addition to the PMA an additional Final Reimbursement Amount (FRA) will be allocated proportionally to grant participants, determined based on eligible project expenses submitted and available remaining grant program funds.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of TONKA BAY that:

- 1) The City of TONKA BAY has budgeted and completed the City's portion of the improvements as set forth in the agreement; and
- 2) The City Council agrees to accept and approve the Grant Agreement between the City of TONKA BAY and the Metropolitan Council of Environmental Services; and
- 3) The City Council hereby authorizes the Mayor and City Clerk to execute said Agreement for and on behalf of the City of TONKA BAY.

**PASSED AT A REGULAR MEETING** of the Tonka Bay City Council this 22<sup>nd</sup> day of October, 2019.

Motion introduced by Anderson and seconded by Jennings.

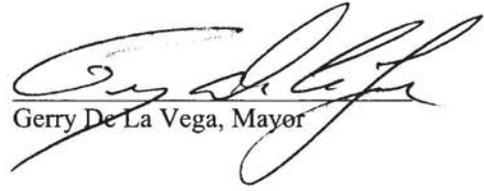
Roll call vote:

Ayes – Jennings, Ansari, Anderson, De La Vega.

Nays – None.

Absent – LaBelle.

ATTEST: \_\_\_\_\_  
Oksana Maher, City Clerk

  
Gerry De La Vega, Mayor



Hennepin County, Minnesota  
Recorder and Real Estate Services  
Survey Division

# N1/2 SEC.28 T.117 R.23

TONKA BAY - 97

22

21

SEC.21 T.117 R.23

12

11



SEC.29 T.117 R.23

SEC.27 T.117 R.23

23

24

COPYRIGHT © HENNEPIN COUNTY 2018

13

14



LEGEND

- SCHOOL DISTRICT BOUNDARY
- WATERSHED DISTRICT BOUNDARY
- COUNTY BOUNDARY
- MUNICIPAL BOUNDARY



This map is a compilation of data from various sources and is furnished "AS IS" with no warranty, express or implied, as to the accuracy and completeness of the information shown.



Hennepin County Minnesota  
Resident and Real Estate Services  
Survey Division

# S1/2 SEC.28 T.117 R.23

TONKA BAY - 97  
SHOREWOOD - 26



LEGEND

- STORM SEWER DISTRICT BOUNDARY
- SCHOOL DISTRICT BOUNDARY
- WATERSHED DISTRICT BOUNDARY
- COUNTY BOUNDARY
- MUNICIPAL BOUNDARY



This map is a compilation of data from various sources and is furnished "AS IS" with no warranty, express or implied, as to the accuracy and completeness of the information shown.

COPYRIGHT © HENNEPIN COUNTY, 2015

SEC.33 T.117 R.23

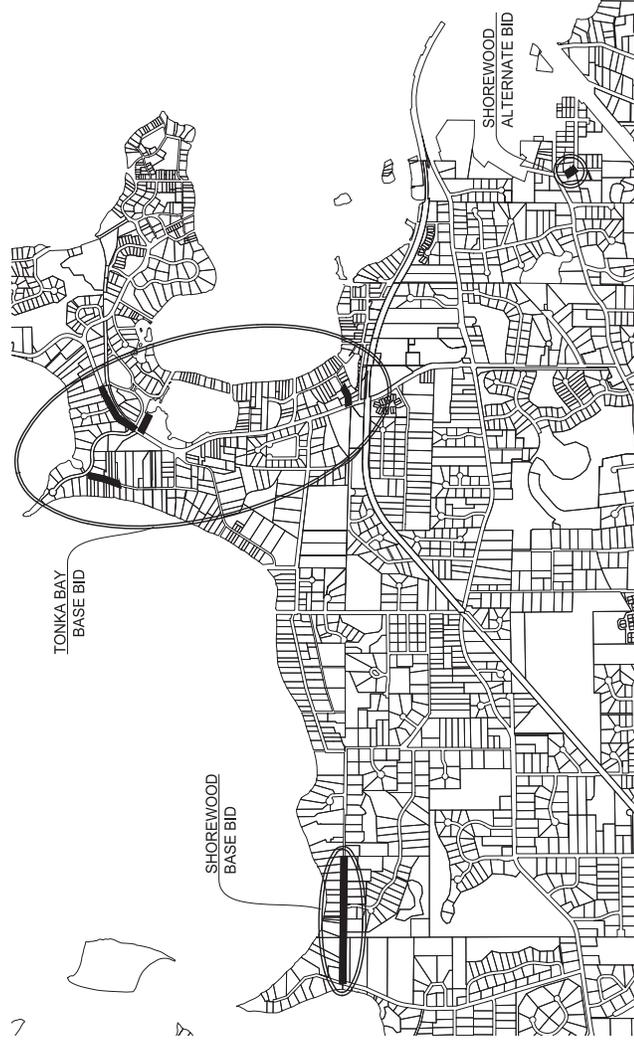
SEC.29 T.117 R.23

SEC.27 T.117 R.23

# 2017 SEWER LINING PROJECT CITY OF TONKA BAY CITY OF SHOREWOOD

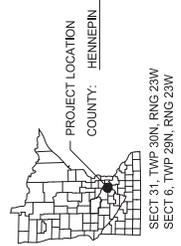
CONSTRUCTION PLAN FOR SANITARY SEWER LINING

LOCATED ON MANITOU ROAD, NORTHRUP AVENUE, & WILDHURST ROAD, TONKA BAY  
EDGEWOOD ROAD, SHOREWOOD



PROJECT LOCATION MAP

**EXCAVATION NOTICE SYSTEM**  
A CALL TO GOPHER STATE ONE (851-454-0002)  
IS REQUIRED A MINIMUM OF 48 HOURS PRIOR  
TO PERFORMING ANY EXCAVATION.



SECT 31, TWP 30N, RANG 23W  
SECT 6, TWP 29N, RANG 23W

**GOVERNING SPECIFICATIONS**  
THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.  
ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF  
THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING  
THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE  
LAYOUTS.

**PLAN SET INDEX**

SHEET NO.	TITLE SHEET	DESCRIPTION
1	GENERAL LAYOUT TONKA BAY	
2	STATEMENT OF ESTIMATED QUANTITIES	
3	TONKA BAY SEWER LINING	
4	MANITOU ROAD	
5	NORTHRUP ROAD	
6	WILDHURST ROAD	
7	EDGEWOOD ROAD	
8	SHOREWOOD SEWER LINING	
9-10	EDGEWOOD ROAD	
11	ALTERNATE BID 1 - GLENCOE ROAD	

THIS PLAN SET CONTAINS 11 SHEETS

THIS PLAN SET HAS BEEN PREPARED FOR:



CITY OF TONKA BAY  
4901 MANITOU ROAD  
TONKA BAY, MN 55331

CITY OF SHOREWOOD  
5755 COUNTRY CLUB ROAD  
SHOREWOOD, MN 55331

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES  
WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER  
MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL  
ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

NICHOLAS N. PREISLER, P.E.

DATE: 11/09/17 LICENSE NUMBER: 54902

PLAN REVISIONS	
DATE	APPROVED BY

WSB PROJ. NO. 011017-000  
WSB PROJ. NO. 011018-000

SHEET  
1  
OF  
11



WSB PROJECT NO.:  
11018-400

SCALE: DESIGN BY:  
AS SHOWN B/JP  
PLAN BY: CHECK BY:  
B/JP NNP

NO.	DATE	DESCRIPTION

DATE: 11/09/17  
LIC. NO.: 64902  
NICHOLAS N. PREISLER, PE  
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION,  
OR REPORT WAS PREPARED BY ME OR UNDER MY  
DIRECT SUPERVISION AND THAT I AM A DULY  
LICENSED PROFESSIONAL ENGINEER UNDER THE  
LAWS OF THE STATE OF MINNESOTA.

2017 SEWER LINING  
PROJECT

GENERAL LAYOUT  
TONKA BAY

C.P. SHEET  
2 OF  
11





SCALE: DESIGN BY:  
AS SHOWN BJP  
PLAN BY: CHECK BY:  
BJP NNP

REVISIONS

NO.	DATE	DESCRIPTION

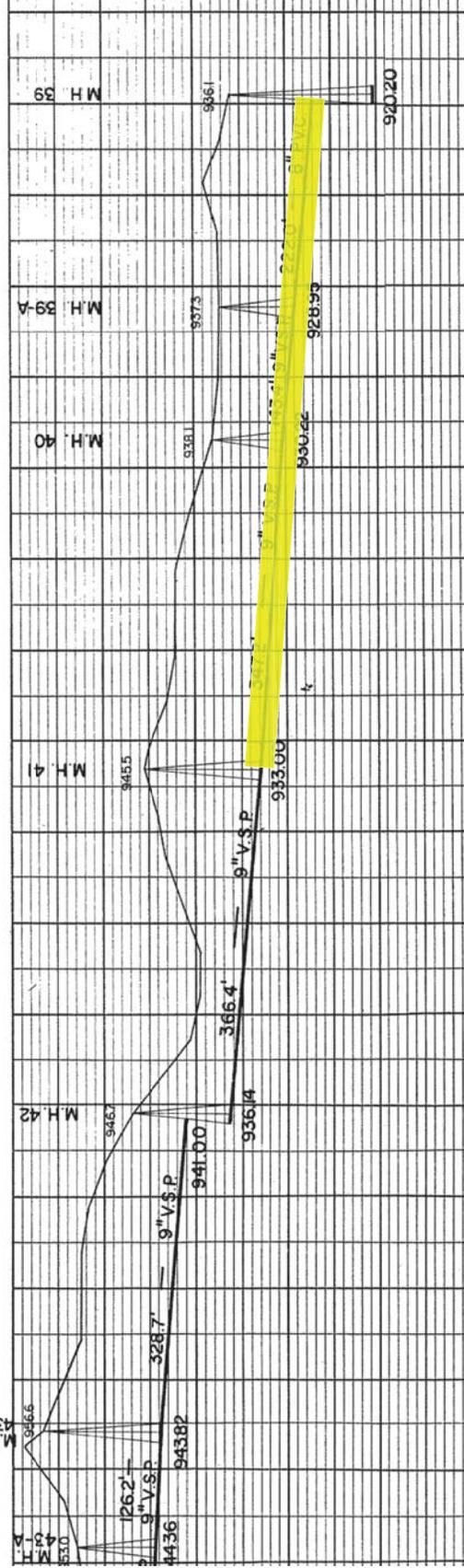
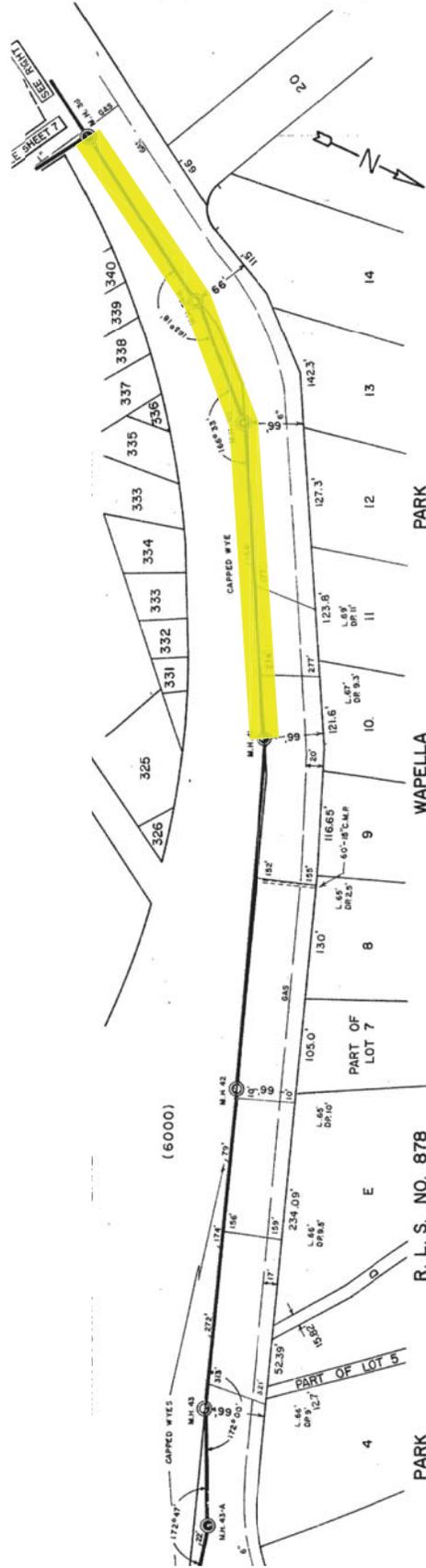
DATE: 11/09/17  
LIC. NO.: 44902  
NICHOLAS N. PREISLER, PE  
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

2017 SEWER Lining PROJECT

MANITOU ROAD

C.P. SHEET 5 OF 11

MANITOU ROAD









WSB PROJECT NO.: 11018-00

DESIGN BY: BJP  
 AS SHOWN: BJP  
 PLAN BY: BJP  
 CHECK BY: NNP

NO. DATE DESCRIPTION

REVISIONS

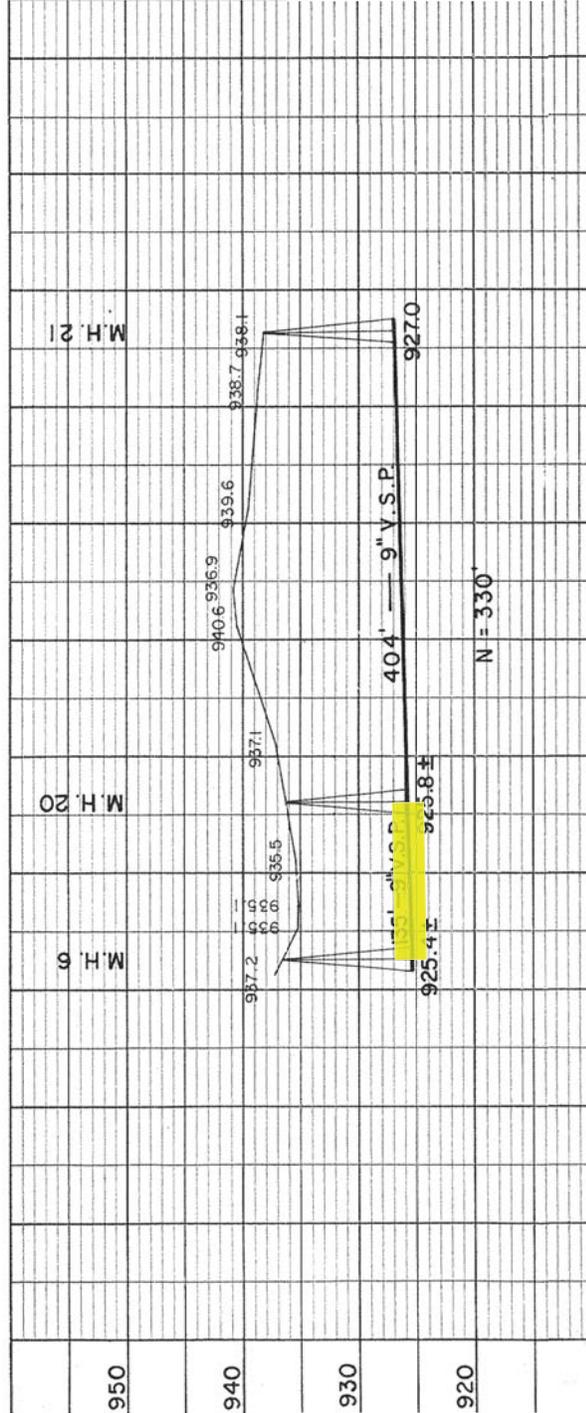
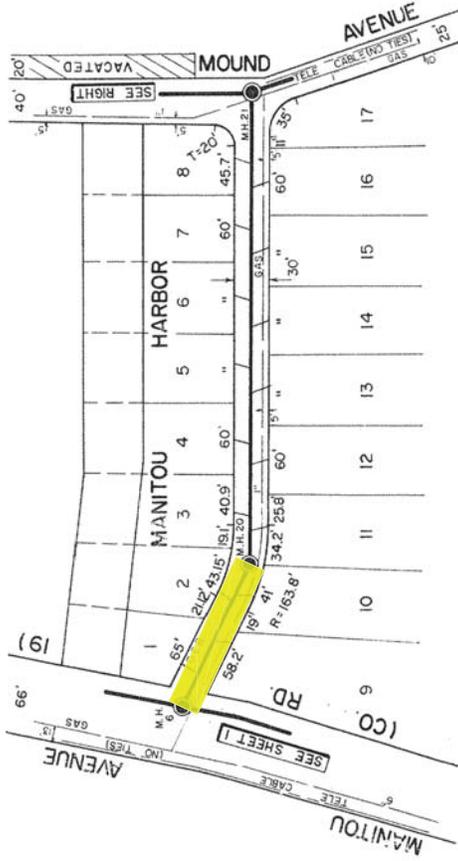
DATE: 11/09/17 LIC. NO. 64902  
 NICHOLAS N. PREISLER, PE  
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

2017 SEWER Lining PROJECT

NORTHROP ROAD

C.P. SHEET 8 OF 11

NORTHROP AVENUE

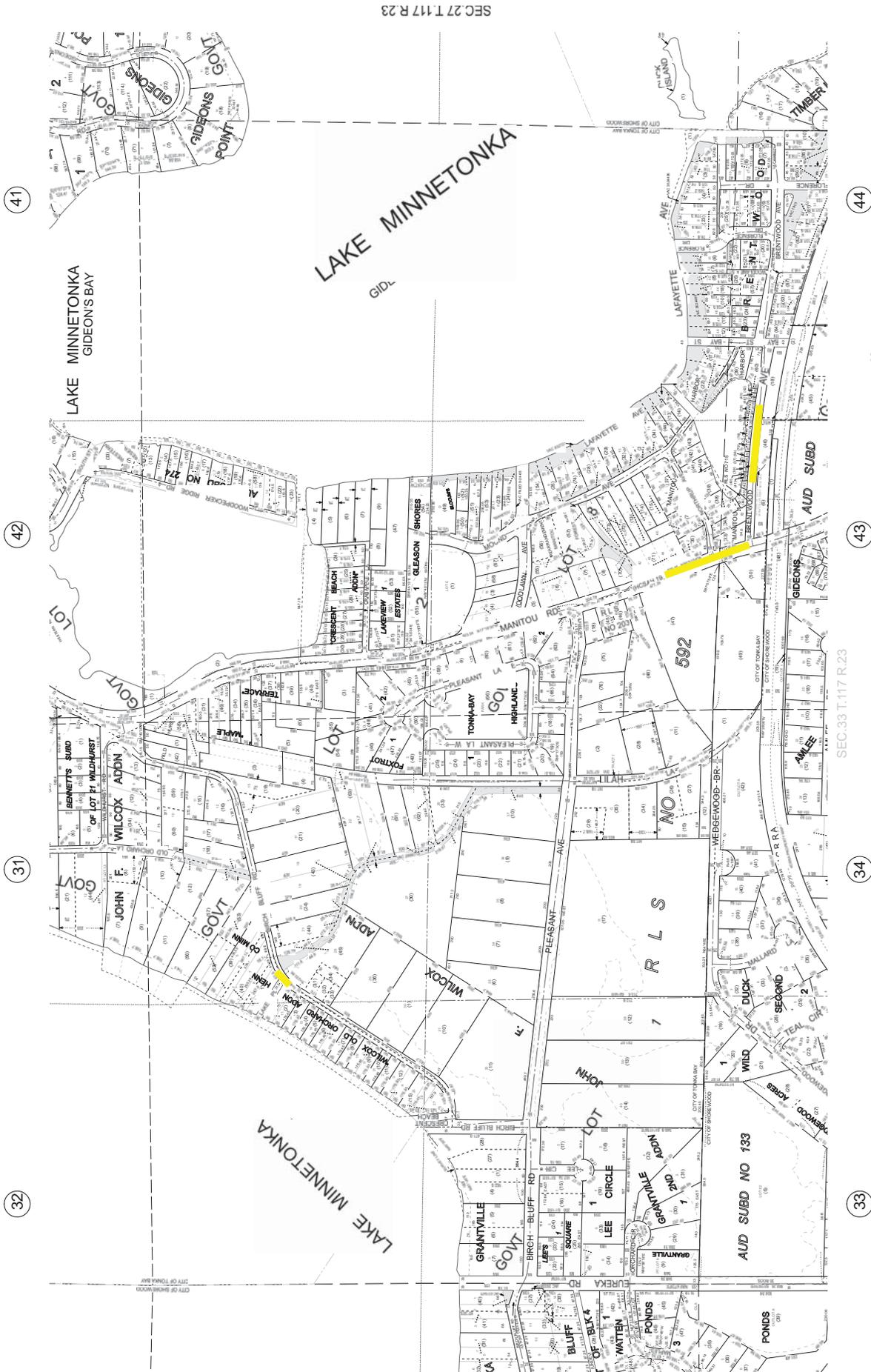




Hennepin County Minnesota  
Resident and Real Estate Services  
Survey Division

# S1/2 SEC.28 T.117 R.23

TONKA BAY - 97  
SHOREWOOD - 26



This map is a compilation of data from various sources and is furnished "AS IS" with no warranty, express or implied, as to the accuracy and completeness of the information shown.

COPYRIGHT © HENNEPIN COUNTY, 2015



LEGEND

- STORM SEWER DISTRICT BOUNDARY
- SCHOOL DISTRICT BOUNDARY
- WATERSHED DISTRICT BOUNDARY
- TOWNSHIP BOUNDARY
- MUNICIPAL BOUNDARY

SEC 29 T 117 R 23

SEC 27 T 117 R 23

SEC.33 T.117 R.23

32

31

42

41

33

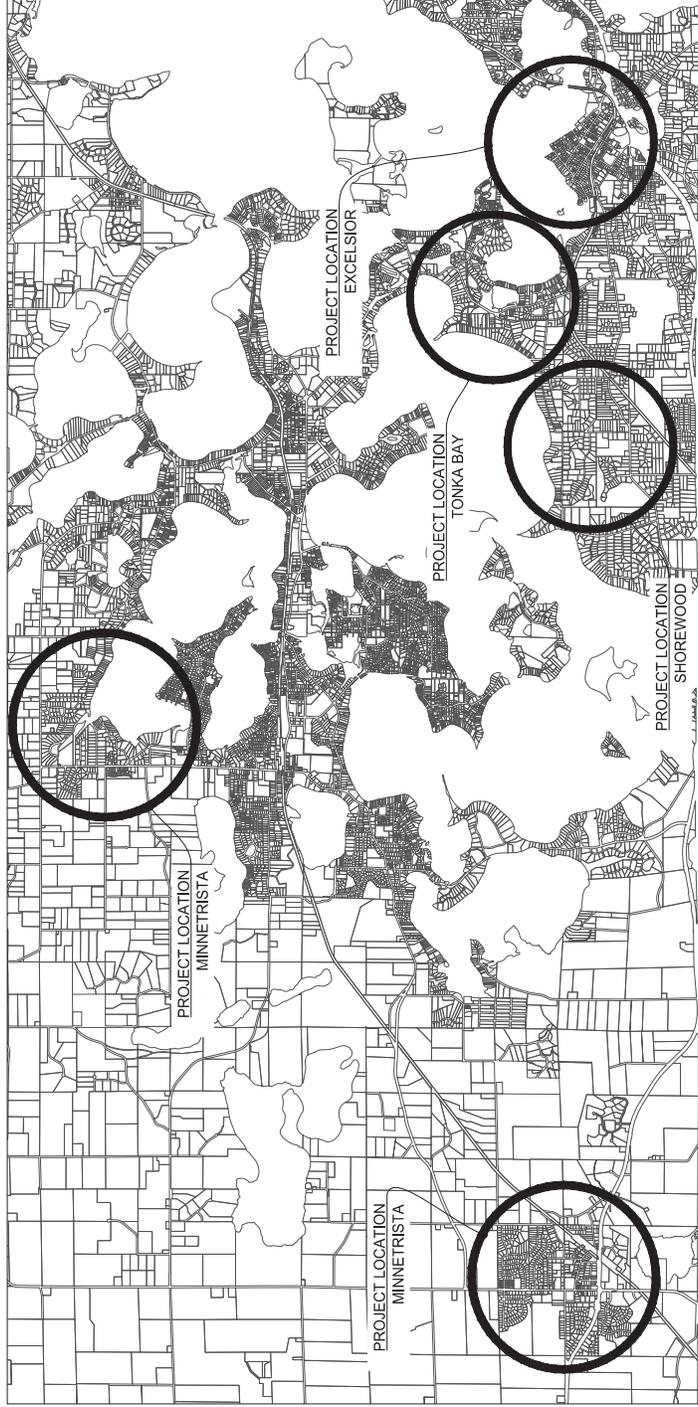
34

43

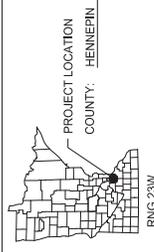
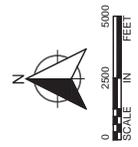
44

# 2018 LINING PROJECT CITIES OF EXCELSIOR, MINNETRISTA, SHOREWOOD, & TONKA BAY

CONSTRUCTION PLAN FOR STORM SEWER AND SANITARY SEWER PIPE LINING  
 LOCATED IN EXCELSIOR ON SECOND ST  
 MINNETRISTA ON COUNTY RD 110, GAME FARM RD, PONDVIEW DR, TURTLE CREEK  
 CROSSING, HIGHLAND RD  
 SHOREWOOD ON EDGEWOOD RD, PARK ST  
 TONKA BAY ON MANITOU RD, NORTHRUP AVE, BIRCH BLUFF RD



PROJECT LOCATION MAP



PLAN REVISIONS	
DATE	APPROVED BY

GOVERNING SPECIFICATIONS  
 THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
 "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.  
 ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF  
 THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING  
 THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE  
 LAYOUTS.

PLAN SET INDEX

SHEET NO.	SHEET TITLE
26	GENERAL LAYOUT
27	STATEMENT OF ESTIMATED QUANTITIES
28	PLAN FOR EXCELSIOR
15-17	SHOREWOOD LINING PLAN
18-19	EXCELSIOR LINING PLAN
20-22	TONKA BAY LINING PLAN

THIS PLAN SET CONTAINS 22 SHEETS



THIS PLAN SET HAS BEEN PREPARED FOR:

CITY OF EXCELSIOR  
 339 THIRD ST  
 EXCELSIOR, MN 55331  
 (952) 474-5233

CITY OF MINNETRISTA  
 7701 COUNTY RD 110  
 MINNETRISTA, MN 55364  
 (952) 446-1660

CITY OF SHOREWOOD  
 5755 COUNTRY CLUB RD  
 SHOREWOOD, MN 55331  
 (952) 960-7900

CITY OF TONKA BAY  
 4901 MANITOU RD  
 TONKA BAY, MN 55331  
 (952) 474-7994

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES  
 WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER  
 MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL  
 ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Nicholas N. Preisler, P.E.*  
 NICHOLAS N. PREISLER, P.E.

DATE: 11/13/2018 LICENSE NUMBER: 54982

WSB PROJ. NO. 012956-000 SHEET 1 OF 22



WSB PROJECT NO.:  
012958-000

DESIGN BY:  
BPM  
PLAN BY:  
BPM  
CHECK BY:  
NMP

NO.	DATE	DESCRIPTION

REVISIONS

DATE: 11/13/2018 LIC. NO. 54902  
 NICHOLAS N. HREBETEK  
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

2018 SEWER LINING PROJECT  
 CITIES OF EXCELSIOR, MINNETRISTA,  
 SHOREWOOD, & TONKA BAY

GENERAL LAYOUT

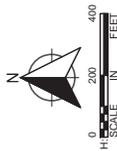
SHEET  
6  
OF  
22

CITY OF TONKA BAY

LEGEND:



LINING PLAN





REVISIONS

NO.	DATE	DESCRIPTION

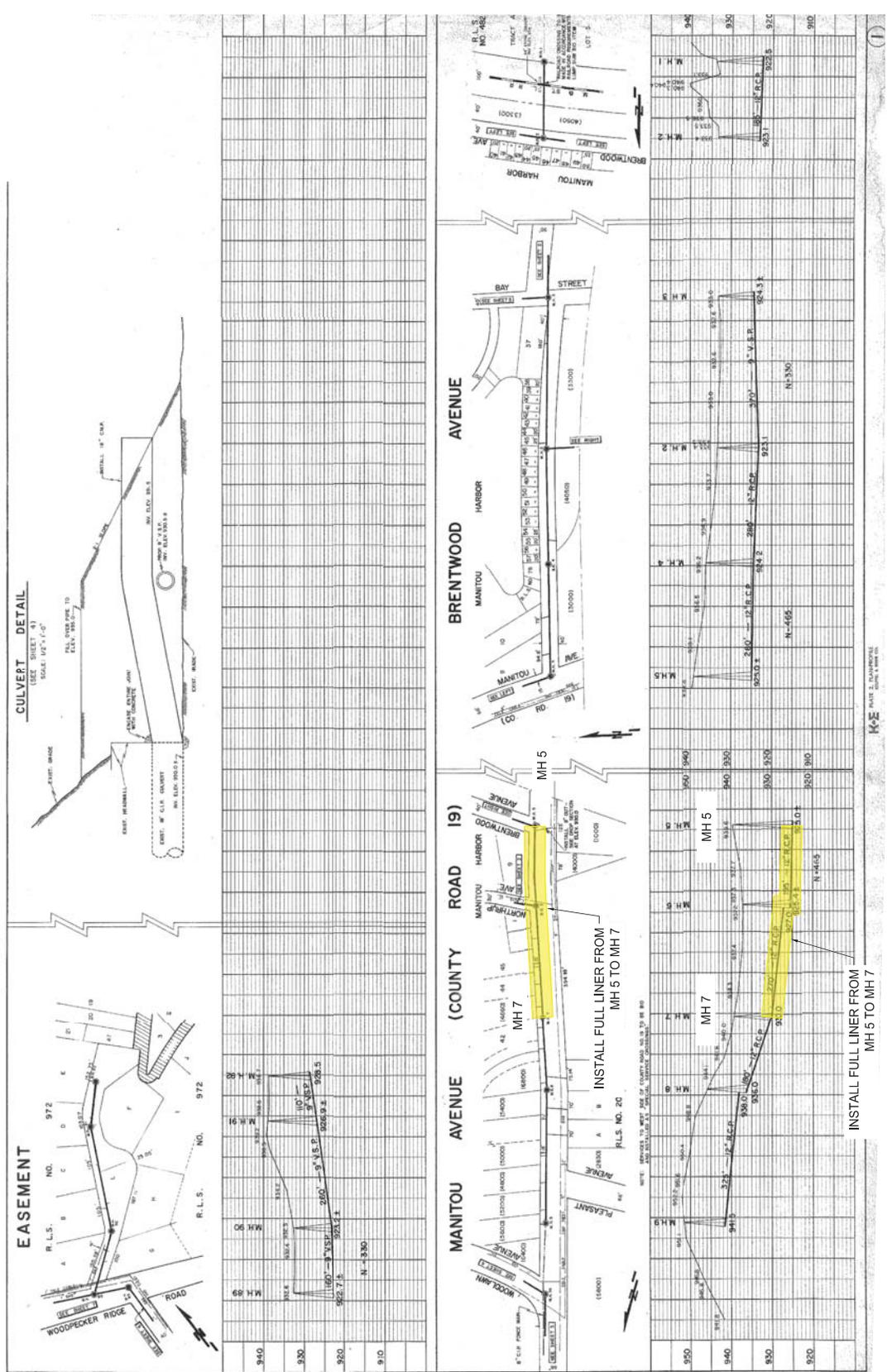
DATE: 1/17/2018 LIC. NO. 54902  
 NICHOLAS N. HREBELER  
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

2018 SEWER LINING PROJECT  
 CITIES OF EXCELSIOR, MINNETRISTA,  
 SHOREWOOD, & TONKA BAY

TONKA BAY LINING  
 PLAN

MANITOU RD

- LEGEND:
- SHORT LINER
  - FULL LINER



K&E  
 K&E ENGINEERING  
 100000



WSB PROJECT NO.: 012958-000  
 SCALE: DESIGN BY: BPM  
 AS SHOWN: PLAN BY: BPM  
 CHECK BY: NNP

NO.	DATE	DESCRIPTION

DATE: 11/13/2018 LIC. NO. 54902  
 NICHOLAS N. PRESTER  
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION AND REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

2018 SEWER LINING PROJECT  
 CITIES OF EXCELSIOR, MINNETRISTA,  
 SHOREWOOD, & TONKA BAY

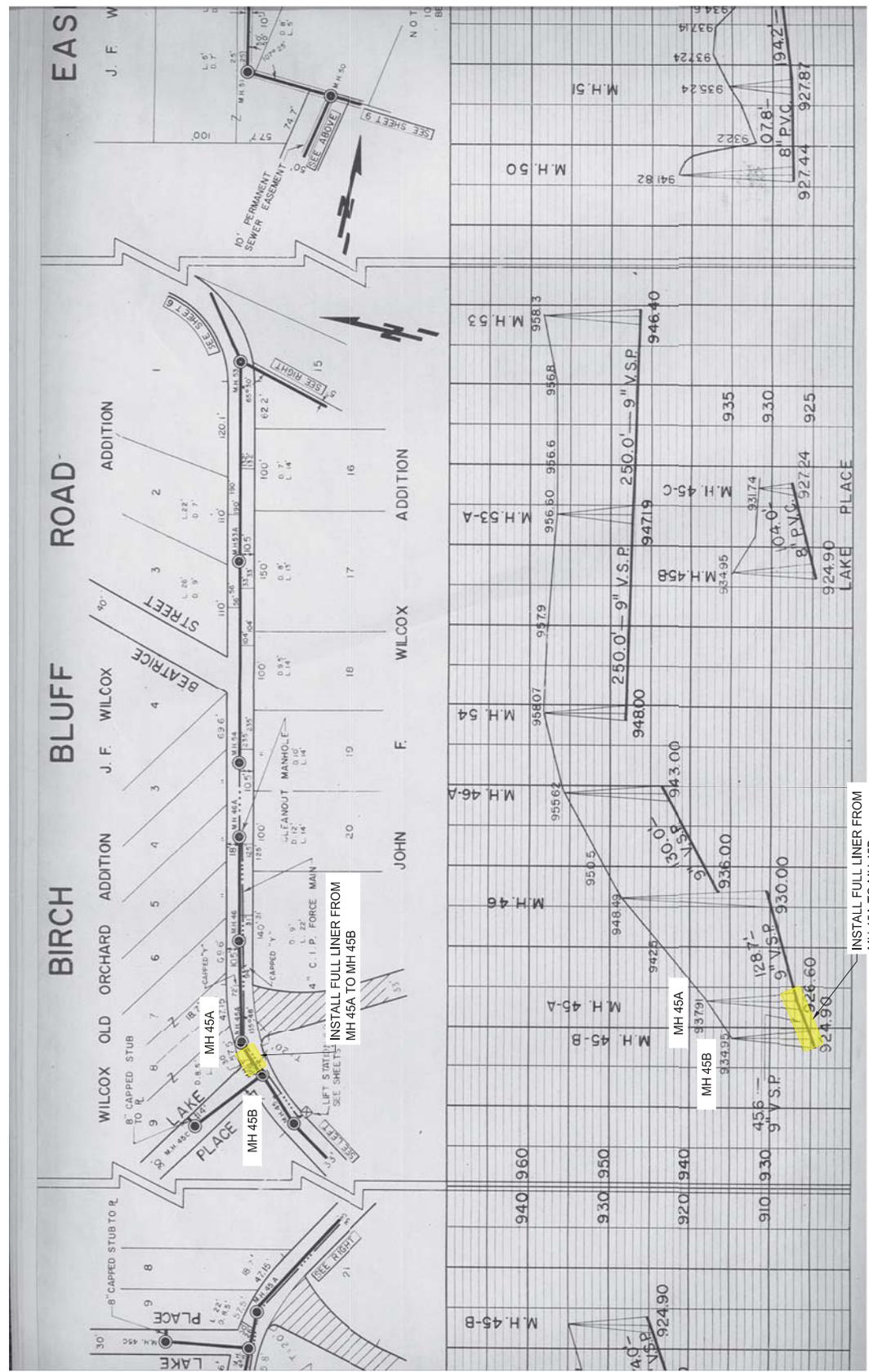
TONKA BAY LINING  
 PLAN

SHEET 22 OF 22

BIRCH BLUFF RD

LEGEND:

- SHORT LINER
- FULL LINER



INSTALL FULL LINER FROM  
 MH 45A TO MH 45B

INSTALL FULL LINER FROM  
 MH 45A TO MH 45B



# CITY OF TONKA BAY

4901 Manitou Rd  
 Tonka Bay, MN 55331-9561  
 Project 011018-00 - 2017 Sanitary Sewer Lining Project  
 Pay Voucher No. 1

Contractor: Visu-Sewer, Inc.  
 W230 N4855 Betker Drive  
 Pewaukee, WI 53072

Contract No.  
 Vendor No.  
 For Period: 12/12/2017 - 4/23/2018  
 Warrant # \_\_\_\_\_ Date \_\_\_\_\_

**Contract Amounts**

Original Contract	\$83,776.00
Contract Changes	\$1,462.50
Revised Contract	\$85,238.50

**Funds Encumbered**

Original	\$83,776.00
Additional	N/A
Total	\$83,776.00

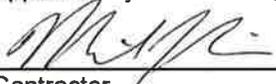
**Work Certified To Date**

Base Bid Items	\$72,420.00
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$1,462.50
Material On Hand	\$0.00
Total	\$73,882.50

	Work Certified This Pay Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
011018-00	\$73,882.50	\$73,882.50	\$3,694.13	\$0.00	\$70,188.37	\$70,188.37
Percent Retained: 5.0000%				Percent Complete: 86.6774%		
<b>Amount Paid This Pay Voucher</b>					<b>\$70,188.37</b>	

This is to certify that the items of work shown in this certificate of Pay Voucher have been actually furnished for the work comprising the above mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By \_\_\_\_\_  
  
 Project Engineer  
 6/15/2018  
 Date

Approved By Visu-Sewer, Inc.  
  
 Contractor  
 5/29/18  
 Date

Approved By \_\_\_\_\_  
 \_\_\_\_\_  
 City of Tonka Bay  
 \_\_\_\_\_  
 Date

**CITY OF TONKA BAY**  
 4901 Manitou Rd  
 Tonka Bay, MN 55331-9561  
 Project No. 011018-00  
 Pay Voucher No. 1

**011018-00 Payment Summary**

No.	From Date	To Date	Work Certified Per Pay Voucher	Amount Retained Per Pay Voucher	Amount Paid Per Pay Voucher
1	12/12/2017	04/23/2018	\$73,882.50	\$3,694.13	\$70,188.37
<b>Totals:</b>			<b>\$73,882.50</b>	<b>\$3,694.13</b>	<b>\$70,188.37</b>

**011018-00 Funding Category Report**

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date	
UNF	73,882.50	3,694.13	0.00	70,188.37	70,188.37	
<b>Totals:</b>		<b>\$73,882.50</b>	<b>\$3,694.13</b>	<b>\$0.00</b>	<b>\$70,188.37</b>	<b>\$70,188.37</b>

**011018-00 Funding Source Report**

Accounting No.	Funding Source	Amount Paid This Pay Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
UNF	Unfunded	70,188.37	85,238.50	83,776.00	70,188.37
<b>Totals:</b>		<b>\$70,188.37</b>	<b>\$85,238.50</b>	<b>\$83,776.00</b>	<b>\$70,188.37</b>

**CITY OF TONKA BAY**  
 4901 Manitou Rd  
 Tonka Bay, MN 55331-9561  
 Project No. 011018-00  
 Pay Voucher No. 1

<b>011018-00 Project Material Status</b>									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
<b>SCHEDULE A - TONKA BAY</b>									
1	2021.501	MOBILIZATION	LS	\$565.00	1	1	\$565.00	1	\$565.00
2	2503.603	LINING SEWER PIPE 8"	L F	\$25.00	629	640	\$16,000.00	640	\$16,000.00
3	2503.604	LINING SEWER PIPE 9"	L F	\$23.00	626	679	\$15,617.00	679	\$15,617.00
4	2563.601	TRAFFIC CONTROL	LS	\$1,445.00	1	1	\$1,445.00	1	\$1,445.00
<b>Totals For Section SCHEDULE A - TONKA BAY:</b>							<b>\$33,627.00</b>		<b>\$33,627.00</b>
<b>SCHEDULE B - SHOREWOOD</b>									
5	2021.501	MOBILIZATION	LS	\$960.00	1	0.75	\$720.00	0.75	\$720.00
6	2503.604	LINING SEWER PIPE 9"	L F	\$23.00	1076	648	\$14,904.00	648	\$14,904.00
7	2503.603	LINING SEWER PIPE 12"	L F	\$24.00	880	881	\$21,144.00	881	\$21,144.00
8	2563.601	TRAFFIC CONTROL	LS	\$2,250.00	1	0.9	\$2,025.00	0.9	\$2,025.00
<b>Totals For Section SCHEDULE B - SHOREWOOD:</b>							<b>\$38,793.00</b>		<b>\$38,793.00</b>
<b>ALTERNATE 1 - SHOREWOOD</b>									
9	2021.501	MOBILIZATION	LS	\$165.00	1	0	\$0.00	0	\$0.00
10	2503.603	LINING SEWER PIPE 8"	L F	\$230.00	10	0	\$0.00	0	\$0.00
11	2563.601	TRAFFIC CONTROL	LS	\$100.00	1	0	\$0.00	0	\$0.00
<b>Totals For Section ALTERNATE 1 - SHOREWOOD:</b>							<b>\$0.00</b>		<b>\$0.00</b>
<b>Work Order 1 - CUTTING, BRUSHING AND ADDNL TELEVISIONING</b>									
12	0000012	CUTTING AND BRUSHING OF 3 LATERAL SERVICES AND ADDNL TELEVISIONING	L S	\$1,462.50	1	1	\$1,462.50	1	\$1,462.50
<b>Totals For Work Order 1 - CUTTING, BRUSHING AND ADDNL TELEVISIONING:</b>							<b>\$1,462.50</b>		<b>\$1,462.50</b>
<b>Project Totals:</b>							<b>\$73,882.50</b>		<b>\$73,882.50</b>

<b>011018-00 Contract Changes</b>					
No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
WO1	Work Order	3/30/2018	CUTTING, BRUSHING AND ADDNL TELEVISIONING	\$1,462.50	\$1,462.50
<b>Contract Change Totals:</b>				<b>\$1,462.50</b>	<b>\$1,462.50</b>



**CITY OF TONKA BAY**

4901 Manitou Rd  
 Tonka Bay, MN 55331-9561  
 Project 011018-00 - 2017 Sanitary Sewer Lining Project  
 Final Pay Voucher No. 2

Contractor: Visu-Sewer, Inc.  
 W230 N4855 Betker Drive  
 Pewaukee, WI 53072

Contract No.  
 Vendor No.  
 For Period: 4/24/2018 - 7/31/2018  
 Warrant # \_\_\_\_\_ Date \_\_\_\_\_

**Contract Amounts**

Original Contract	\$83,776.00
Contract Changes	\$1,462.50
Revised Contract	\$85,238.50

**Work Certified To Date**

Base Bid Items	\$85,340.00
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$1,462.50
Material On Hand	\$0.00
Total	\$86,802.50

**Funds Encumbered**

Original	\$83,776.00
Additional	N/A
Total	\$83,776.00

	Work Certified This Pay Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
011018-00	\$12,920.00	\$86,802.50	\$0.00	\$70,188.37	\$16,614.13	\$86,802.50
Percent Retained: 0.0000%						
<b>Amount Paid This Final Pay Voucher</b>					<b>\$16,614.13</b>	

**TONKA BAY PORTION DUE \$1,754.48**

**SHOREWOOD PORTION DUE \$14,859.65**

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed

in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By  
  
 Project Engineer  
 8/20/18  
 Date

Approved By Visu-Sewer, Inc.  
  
 Contractor  
 8/8/2018  
 Date

Approved By  
  
 City of Tonka Bay  
 9/11/2018  
 Date

**CITY OF TONKA BAY**  
 4901 Manitou Rd  
 Tonka Bay, MN 55331-9561  
 Project No. 011018-00  
 Final Pay Voucher No. 2

**011018-00 Payment Summary**

No.	From Date	To Date	Work Certified Per Pay Voucher	Amount Retained Per Pay Voucher	Amount Paid Per Pay Voucher
1	12/12/2017	04/23/2018	\$73,882.50	\$3,694.13	\$70,188.37
2	04/24/2018	07/31/2018	\$12,920.00	(\$3,694.13)	\$16,614.13
<b>Totals:</b>			<b>\$86,802.50</b>	<b>\$0.00</b>	<b>\$86,802.50</b>

**011018-00 Funding Category Report**

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
UNF	86,802.50	0.00	70,188.37	16,614.13	86,802.50
<b>Totals:</b>	<b>\$86,802.50</b>	<b>\$0.00</b>	<b>\$70,188.37</b>	<b>\$16,614.13</b>	<b>\$86,802.50</b>

**011018-00 Funding Source Report**

Accounting No.	Funding Source	Amount Paid This Pay Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
UNF	Unfunded	16,614.13	85,238.50	83,776.00	86,802.50
<b>Totals:</b>		<b>\$16,614.13</b>	<b>\$85,238.50</b>	<b>\$83,776.00</b>	<b>\$86,802.50</b>

**CITY OF TONKA BAY**  
 4901 Manitou Rd  
 Tonka Bay, MN 55331-9561  
 Project No. 011018-00  
 Final Pay Voucher No. 2

<b>011018-00 Project Material Status</b>									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
<b>SCHEDULE A - TONKA BAY</b>									
1	2021.501	MOBILIZATION	LS	\$565.00	1	0	\$0.00	1	\$565.00
2	2503.603	LINING SEWER PIPE 8"	L F	\$25.00	629	0	\$0.00	640	\$16,000.00
3	2503.604	LINING SEWER PIPE 9"	L F	\$23.00	626	0	\$0.00	679	\$15,617.00
4	2563.601	TRAFFIC CONTROL	LS	\$1,445.00	1	0	\$0.00	1	\$1,445.00
<b>Totals For Section SCHEDULE A - TONKA BAY:</b>							<b>\$0.00</b>		<b>\$33,627.00</b>
<b>SCHEDULE B - SHOREWOOD</b>									
5	2021.501	MOBILIZATION	LS	\$960.00	1	0.25	\$240.00	1	\$960.00
6	2503.604	LINING SEWER PIPE 9"	L F	\$23.00	1076	430	\$9,890.00	1078	\$24,794.00
7	2503.603	LINING SEWER PIPE 12"	L F	\$24.00	880	0	\$0.00	881	\$21,144.00
8	2563.601	TRAFFIC CONTROL	LS	\$2,250.00	1	0.1	\$225.00	1	\$2,250.00
<b>Totals For Section SCHEDULE B - SHOREWOOD:</b>							<b>\$10,355.00</b>		<b>\$49,148.00</b>
<b>ALTERNATE 1 - SHOREWOOD</b>									
9	2021.501	MOBILIZATION	LS	\$165.00	1	1	\$165.00	1	\$165.00
10	2503.603	LINING SEWER PIPE 8"	L F	\$230.00	10	10	\$2,300.00	10	\$2,300.00
11	2563.601	TRAFFIC CONTROL	LS	\$100.00	1	1	\$100.00	1	\$100.00
<b>Totals For Section ALTERNATE 1 - SHOREWOOD:</b>							<b>\$2,565.00</b>		<b>\$2,565.00</b>
<b>Work Order 1 - CUTTING, BRUSHING AND ADDNL TELEVISIONING</b>									
12	0000012	CUTTING AND BRUSHING OF 3 LATERAL SERVICES AND ADDNL TELEVISIONING	L S	\$1,462.50	1	0	\$0.00	1	\$1,462.50
<b>Totals For Work Order 1 - CUTTING, BRUSHING AND ADDNL TELEVISIONING:</b>							<b>\$0.00</b>		<b>\$1,462.50</b>
<b>Project Totals:</b>							<b>\$12,920.00</b>		<b>\$86,802.50</b>

<b>011018-00 Contract Changes</b>					
No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
WO1	Work Order	3/30/2018	CUTTING, BRUSHING AND ADDNL TELEVISIONING	\$1,462.50	\$1,462.50
<b>Contract Change Totals:</b>				<b>\$1,462.50</b>	<b>\$1,462.50</b>



# CITY OF TONKA BAY

4901 Manitou Rd  
Tonka Bay, MN 55331-9561  
Project R-012958-000 - 2018 SANITARY SEWER LINING PROJECT  
Final Pay Voucher No. 1

Contractor: Visu-Sewer, Inc.  
W230 N4855 Betker Drive  
Pewaukee, WI 53072

Contract No.  
Vendor No.  
For Period: 3/18/2019 - 5/31/2019  
Warrant # \_\_\_\_\_ Date \_\_\_\_\_

### Contract Amounts

Original Contract	\$196,165.90
Contract Changes	\$2,340.00
Revised Contract	\$198,505.90

### Funds Encumbered

Original	\$196,165.90
Additional	N/A
Total	\$196,165.90

### Work Certified To Date

Base Bid Items	\$181,778.95
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$2,340.00
Material On Hand	\$0.00
Total	\$184,118.95

	Work Certified This Pay Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
R-012958-000	\$184,118.95	\$184,118.95	\$0.00	\$0.00	\$184,118.95	\$184,118.95
Percent Retained: 0.0000%						
<b>Amount Paid This Final Pay Voucher</b>					<b>\$184,118.95</b>	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

CITY OF EXCELSIOR PORTION DUE \$37,553.00

CITY OF MINNETRISTA PORTION DUE \$50,359.60

CITY OF SHOREWOOD PORTION DUE \$64,857.10

**CITY OF TONKA BAY PORTION DUE \$31,349.25**

Approved By

Project Engineer

October 11, 2019

Date

Approved By Visu-Sewer, Inc.

Contractor

10-15-19

Date

Approved By

City of Tonka Bay

Date

**R-012958-000 Payment Summary**

No.	From Date	To Date	Work Certified Per Pay Voucher	Amount Retained Per Pay Voucher	Amount Paid Per Pay Voucher
1	03/18/2019	05/31/2019	\$184,118.95	\$0.00	\$184,118.95
<b>Totals:</b>			<b>\$184,118.95</b>	<b>\$0.00</b>	<b>\$184,118.95</b>

**R-012958-000 Funding Category Report**

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
UNF	184,118.95	0.00	0.00	184,118.95	184,118.95
<b>Totals:</b>		<b>\$184,118.95</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$184,118.95</b>

**R-012958-000 Funding Source Report**

Accounting No.	Funding Source	Amount Paid This Pay Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
UNF	Unfunded	184,118.95	198,505.90	196,165.90	184,118.95
<b>Totals:</b>		<b>\$184,118.95</b>	<b>\$198,505.90</b>	<b>\$196,165.90</b>	<b>\$184,118.95</b>

<b>R-012958-000 Project Material Status</b>									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
<b>SCHEDULE A - EXCELSIOR LINING IMPROVEMENTS</b>									
1	2021.501	MOBILIZATION	LS	\$1,700.00	1	1	\$1,700.00	1	\$1,700.00
2	2503.603	LINING SEWER PIPE 12"	L F	\$34.75	354	352	\$12,232.00	352	\$12,232.00
3	2503.603	LINING SEWER PIPE 24"	L F	\$99.25	212	212	\$21,041.00	212	\$21,041.00
4	2563.601	TRAFFIC CONTROL	LS	\$1,000.00	1	1	\$1,000.00	1	\$1,000.00
<b>Totals For Section SCHEDULE A - EXCELSIOR LINING IMPROVEMENTS:</b>							<b>\$35,973.00</b>		<b>\$35,973.00</b>
<b>SCHEDULE B - MINNETRISTA LINING IMPROVEMENTS</b>									
5	2021.501	MOBILIZATION	LS	\$1,900.00	1	1	\$1,900.00	1	\$1,900.00
6	2503.603	LINING SEWER PIPE 8"	L F	\$40.50	261	226	\$9,153.00	226	\$9,153.00
7	2503.603	LINING SEWER PIPE 9"	L F	\$40.20	265	245	\$9,849.00	245	\$9,849.00
8	2503.603	LINING SEWER PIPE 12"	L F	\$50.40	367	369	\$18,597.60	369	\$18,597.60
9	2503.603	8" SHORT-LINER	L F	\$255.00	20	10	\$2,550.00	10	\$2,550.00
10	2503.603	9" SHORT-LINER	L F	\$255.00	20	10	\$2,550.00	10	\$2,550.00
11	2503.603	12" SHORT-LINER	L F	\$300.00	10	10	\$3,000.00	10	\$3,000.00
12	2563.601	TRAFFIC CONTROL	LS	\$2,000.00	1	1	\$2,000.00	1	\$2,000.00
<b>Totals For Section SCHEDULE B - MINNETRISTA LINING IMPROVEMENTS:</b>							<b>\$49,599.60</b>		<b>\$49,599.60</b>
<b>SCHEDULE C - SHOREWOOD LINING IMPROVEMENTS</b>									
13	2021.501	MOBILIZATION	LS	\$1,900.00	1	1	\$1,900.00	1	\$1,900.00
14	2503.603	LINING SEWER PIPE 8"	L F	\$36.00	203	203	\$7,308.00	203	\$7,308.00
15	2503.603	LINING SEWER PIPE 9"	L F	\$22.75	723	728	\$16,562.00	728	\$16,562.00
16	2503.603	LINING SEWER PIPE 15"	L F	\$43.70	888	883	\$38,587.10	883	\$38,587.10
17	2563.601	TRAFFIC CONTROL	LS	\$500.00	1	1	\$500.00	1	\$500.00
<b>Totals For Section SCHEDULE C - SHOREWOOD LINING IMPROVEMENTS:</b>							<b>\$64,857.10</b>		<b>\$64,857.10</b>
<b>SCHEDULE D - TONKA BAY LINING IMPROVEMENTS</b>									
18	2021.501	MOBILIZATION	LS	\$1,700.00	1	1	\$1,700.00	1	\$1,700.00
19	2503.603	LINING SEWER PIPE 9"	L F	\$152.00	46	0	\$0.00	0	\$0.00

**R-012958-000 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
20	2503.603	LINING SEWER PIPE 12"	L F	\$38.25	749	749	\$28,649.25	749	\$28,649.25
21	2563.601	TRAFFIC CONTROL	LS	\$1,000.00	1	1	\$1,000.00	1	\$1,000.00
<b>Totals For Section SCHEDULE D - TONKA BAY LINING IMPROVEMENTS:</b>							<b>\$31,349.25</b>		<b>\$31,349.25</b>
<b>Work Order 1</b>									
22	2503.610	REINSTATE LATERAL	HOUR	\$395.00	4	4	\$1,580.00	4	\$1,580.00
<b>Totals For Work Order 1:</b>							<b>\$1,580.00</b>		<b>\$1,580.00</b>
<b>Work Order 2</b>									
23	2503.601	PUMP REPAIR CREDIT	LS	(\$500.00)	1	1	(\$500.00)	1	(\$500.00)
24	2503.610	ADDITIONAL TELEVISIONING	HOUR	\$315.00	2	2	\$630.00	2	\$630.00
25	2503.610	SHORT LINER DELAY	HOUR	\$315.00	2	2	\$630.00	2	\$630.00
<b>Totals For Work Order 2:</b>							<b>\$760.00</b>		<b>\$760.00</b>
<b>Project Totals:</b>							<b>\$184,118.95</b>		<b>\$184,118.95</b>

**R-012958-000 Contract Changes**

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
WO1	Work Order	5/31/2019	Work Order No. 1 (Schedule A - Excelsior)	\$1,580.00	\$1,580.00
WO2	Work Order	5/31/2019	Work Order No. 2 (Schedule B - Minnetrista)	\$760.00	\$760.00
<b>Contract Change Totals:</b>				<b>\$2,340.00</b>	<b>\$2,340.00</b>

**Brothers and Sons, Inc.**

9350 County Road 19  
Loretto, MN 55357

**Invoice**

RECEIVED

SHIP DATE	DATE	INVOICE #
UTILITIES	3/20/2018	YY1222

APR 02 2018

CITY OF TONKA BAY

<b>BILL TO</b>
City of Tonka Bay 952-474-7994 Greg 4901 Manitou Road Tonka Bay, MN. 55331

<b>SHIP TO</b>
City of Tonka Bay 952-474-7994 Greg 4901 Manitou Road Tonka Bay, MN. 55331

Ordered By	Terms	Salesperson	Project Name/#	CITY	Ship Via	P.O.
Robin	Net 30	AL	WC	Tonka Bay	WC	3431 <i>RLB</i>

ITEM	QTY	DESCRIPTION	BACKO...	PRICE EACH	WEIGHT	AMOUNT
1733-5068	19	R-1733-5068 PLATEN SAN S/S LID ONLY T SEAL	0	168.00	132	3,192.00T
<i>411-49460-386</i>						

<b>Subtotal</b>		\$3,192.00
<b>Sales Tax (0.00)</b>		\$0.00
<b>Total</b>		\$3,192.00
<b>Payments/Credits</b>		\$0.00
<b>Balance Due</b>		\$3,192.00

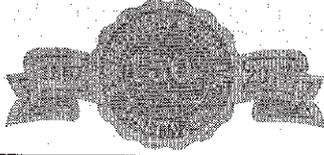
Signature *Mike Wagner*  
Print Name *Mike Wagner*

Celebrating 150 Years in business!  
Invoice Subject to 1.5% late fee per month

Phone #	Fax #	Web Site
763-478-2027	763-478-8868	www.cssbrothers.com

**Ess Brothers and Sons, Inc.**

9350 County Road 19  
Loretto, MN 55357



**Invoice**

SHIP DATE	DATE	INVOICE #
UTILITIES	9/11/2017	XX7088

<b>BILL TO</b>
City of Tonka Bay 952-474-7994 Greg 4901 Manitou Road Tonka Bay, MN. 55331

<b>SHIP TO</b>
City of Tonka Bay 952-474-7994 Greg 4901 Manitou Road Tonka Bay, MN. 55331

<b>Ordered By</b>	<b>Terms</b>	<b>Salesperson</b>	<b>Project Name/#</b>	<b>CITY</b>	<b>Ship Via</b>	<b>P.O.</b>
ROBIN	Net 30	TRENT	WC		WC	3118

ITEM	QTY	DESCRIPTION	BACKO...	PRICE EACH	WEIGHT	AMOUNT
1733-5068	19	R-1733-5068 PLATEN SAN S/S LID ONLY T SEAL	0	154.00	132	2,926.00T

*Manhole covers*  
*P.O. 3118*  
*411-49460-220*

	<b>Subtotal</b>	\$2,926.00
Signature X _____	<b>Sales Tax (0.00)</b>	\$0.00
Print Name X _____	<b>Total</b>	\$2,926.00
Celebrating 150 Years in business!	<b>Payments/Credits</b>	\$0.00
Invoice Subject to 1.5% late fee per month	<b>Balance Due</b>	\$2,926.00

<b>Phone #</b>	<b>Fax #</b>	<b>Web Site</b>
763-478-2027	763-478-8868	www.essbrothers.com

## **2017 Sanitary Sewer Manhole Cover Replacements**

### *Project Description*

The project consists of the replacement of 19 existing manhole covers with new solid covers.

### *I/I Mitigation*

The project reduced inflow through the top of existing structures.

### *Ownership Value and Useful Life*

The ownership value is equal to the improvement cost of \$2,926.00. The useful life of the improvement is anticipated to be 40 years.

## **2017 Sanitary Sewer Lining Project**

### *Project Description*

The project consists of the replacement of 1,319 feet of sanitary sewer. This included 640 feet of 8-inch CIPP lining and 679 feet of 9-inch CIPP lining.

### *I/I Mitigation*

The project reduced infiltration through the lining of the existing vitrified clay pipe.

### *Ownership Value and Useful Life*

The ownership value is equal to the improvement cost of \$31,617.00. The useful life of the improvement is anticipated to be 40 years.

## **2018 Sanitary Sewer Manhole Cover Replacements**

### *Project Description*

The project consists of the replacement of 19 existing manhole covers with new solid covers.

### *I/I Mitigation*

The project reduced inflow through the top of existing structures.

### *Ownership Value and Useful Life*

The ownership value is equal to the improvement cost of \$3,192.00. The useful life of the improvement is anticipated to be 40 years.

## **2018 Sanitary Sewer Lining Project**

### *Project Description*

The project consists of the replacement of 749 feet of sanitary sewer via 12-inch CIPP lining.

### *I/I Mitigation*

The project reduced infiltration through the lining of the exiting vitrified clay pipe.

### *Ownership Value and Useful Life*

The ownership value is equal to the improvement cost of \$28,649.25. The useful life of the improvement is anticipated to be 40 years.



**City of Tonka Bay**  
**Revenue/Expenditure**  
**Audit Detail Brief**

10/23/19 8:58 AM

Page 1

**Audit 2017 January to 2017 GASB Period**

Fund 411 SEWER/WATER RES

**Expenditure**

E 411-49460-386 Inflow & Infiltration			Budget	Total	Balance
			\$69,100.00	\$29,573.76	\$39,526.24
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name/Comments
2017-01	Pay	010517ap	\$268.00	\$0.00	WSB & ASSOCIATES INC
		Rec/Ck#021577*1/5/2017			2016 Nov sewer lining project
2017-02	Pay	020217ap	\$27,333.00	\$0.00	VISU-SEWER INC
		Rec/Ck#021634*2/2/2017			2016 Sewer Lining Project PV1 Final
2017-02	Pay	020217ap	\$697.00	\$0.00	WSB & ASSOCIATES INC
		Rec/Ck#021636*2/2/2017			2016 Dec Sewer Lining Project
2017-03	Pay	030217ap	\$176.00	\$0.00	WSB & ASSOCIATES INC
		Rec/Ck#021702*3/2/2017			2016 Sanitary Sewer (phase3 construction)
2017-10	Pay	VoidCheck	\$0.00	\$2,926.00	ESS BROTHERS & SONS INC
		Rec/Ck#022163*10/12/2017			manhole covers
<b>2017-10</b>	<b>Pay</b>	<b>101217ap</b>	<b>\$2,926.00</b>	<b>\$0.00</b>	<b>ESS BROTHERS &amp; SONS INC</b>
		<b>Rec/Ck#022163*10/12/2017</b>			<b>manhole covers</b>
2017-13	JE	123117Audit	\$546.00	\$0.00	
		Rec/Ck#*			#9 transfer various project costs
2017-13	JE	123117Audit	\$553.76	\$0.00	
		Rec/Ck#*			#7 correct posting of engineering costs (20
<b>Total E 411-49460-386 Inflow &amp; Infiltration</b>			<b>\$32,499.76</b>	<b>\$2,926.00</b>	<b>In Balance</b>
<b>Total</b>	<b>Expenditure</b>		<b>\$32,499.76</b>	<b>\$2,926.00</b>	<b>= \$29,573.76</b>
<b>Fund 411</b>			<b>\$32,499.76</b>	<b>\$2,926.00</b>	<b>= \$29,573.76</b>



**City of Tonka Bay**  
**Revenue/Expenditure**  
**Audit Detail Brief**

**Audit 2018 January to 2018 GASB Period**

Fund 411 SEWER/WATER RES

**Expenditure**

E 411-49460-386 Inflow & Infiltration		Budget	Total	Balance	
		\$71,173.00	\$71,773.11	-\$600.11	
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name/Comments
2018-01	Pay	010418ap	\$8,277.30	\$0.00	PIPE SERVICES CORP
		Rec/Ck#022360*1/4/2018			2017 televise 18,394 lf of sewer line
2018-03	Pay	031518ap	\$270.00	\$0.00	WSB & ASSOCIATES INC
		Rec/Ck#022523*3/15/2018			2018 Jan (2017) sewer lining project
2018-04	Pay	041218ap	\$890.00	\$0.00	WSB & ASSOCIATES INC
		Rec/Ck#022591*4/12/2018			2018 Feb-2017 sewer lining project
2018-05	Pay	051018ap	\$31,870.00	\$0.00	QUALITY FLOW SYSTEMS, INC
		Rec/Ck#022635*5/10/2018			Lift Stn #7 rehab
2018-05	Pay	051018ap	\$4,285.00	\$0.00	WSB & ASSOCIATES INC
		Rec/Ck#022645*5/10/2018			2018 Mar-2017 Sewer Lining Project
2018-05	JE	052218recode	\$0.00	\$31,870.00	
		Rec/Ck#*			Quality Flow Systems inv#35056 5/8/18
2018-05	Pay	052418ap	\$3,192.00	\$0.00	ESS BROTHERS & SONS INC
		Rec/Ck#022655*5/24/2018			19 manhole covers
2018-06	Pay	060718ap	\$187.50	\$0.00	WSB & ASSOCIATES INC
		Rec/Ck#022700*6/7/2018			2018 Apr sewer lining project (2017)
<b>2018-06</b>	<b>Pay</b>	<b>062118ap</b>	<b>\$33,335.02</b>	<b>\$0.00</b>	<b>VISU-SEWER INC</b>
		<b>Rec/Ck#022734*6/21/2018</b>			<b>2017 Sewer Lining project</b>
2018-07	Pay	071918ap	\$390.00	\$0.00	WSB & ASSOCIATES INC
		Rec/Ck#022802*7/19/2018			2018 May (2017) sewer lining project
2018-07	JE	073118WSB	\$1,184.50	\$0.00	
		Rec/Ck#*			WSB 2017 Dec sewer lining recoded
2018-08	Pay	081618ap	\$8,866.00	\$0.00	PARROTT CONTRACTING INC
		Rec/Ck#022856*8/16/2018			sewer line repair on Mound Ave
2018-08	Pay	083018ap	\$424.88	\$0.00	COMMERCIAL ASPHALT CO-MG
		Rec/Ck#022871*8/30/2018			9.04 ton hotmix
2018-08	Pay	083018ap	\$330.00	\$0.00	US BANK
		Rec/Ck#022890*8/30/2018			Henn Co ROW permit (4620 Manitou Rd)
2018-08	Pay	083018ap	\$405.00	\$0.00	WSB & ASSOCIATES INC
		Rec/Ck#022892*8/30/2018			2018 Jul 2017 Sewer Lining project
<b>2018-09</b>	<b>Pay</b>	<b>091318ap</b>	<b>\$1,754.48</b>	<b>\$0.00</b>	<b>VISU-SEWER INC</b>
		<b>Rec/Ck#022925*9/13/2018</b>			<b>2017 Sewer Lining Project Pay Request2</b>
2018-12	Pay	120618ap	\$7,981.43	\$0.00	PIPE SERVICES CORP
		Rec/Ck#023102*12/6/2018			2018 tv inspection of 17,736.5 lf
<b>Total E 411-49460-386 Inflow &amp; Infiltration</b>			<b>\$103,643.11</b>	<b>\$31,870.00</b>	<b>In Balance</b>
Total Expenditure			\$103,643.11	\$31,870.00	= \$71,773.11
<b>Fund 411</b>			<b>\$103,643.11</b>	<b>\$31,870.00</b>	<b>= \$71,773.11</b>



**City of Tonka Bay  
Revenue/Expenditure  
Audit Detail Brief**

**Audit 2019 January to 2019 GASB Period**

Fund 411 SEWER/WATER RES

**Expenditure**

E 411-49460-386 Inflow & Infiltration		Budget	Total	Balance	
		\$73,308.00	\$47,222.38	\$26,085.62	
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name/Comments
2019-03	Pay	031419ap	\$638.50	\$0.00	WSB & ASSOCIATES INC
		Rec/Ck#023333*3/14/2019			2018 Sewer lining project
2019-04	Pay	041119ap	\$266.00	\$0.00	WSB & ASSOCIATES INC
		Rec/Ck#023405*4/11/2019			2019 Feb 2018 Sewer Lining
2019-04	Pay	042519ap	\$4,945.00	\$0.00	WSB & ASSOCIATES INC
		Rec/Ck#023443*4/25/2019			2019 Mar 2018 Sewer Lining Project
2019-06	Pay	060619ap	\$271.00	\$0.00	WSB & ASSOCIATES INC
		Rec/Ck#023523*6/6/2019			2019 Apr 2018 Sewer Lining
2019-07	Pay	070319ap	\$23.00	\$0.00	WSB & ASSOCIATES INC
		Rec/Ck#023593*7/3/2019			2019 May 2018 Sewer Lining
2019-09	Pay	092619ap	\$9,729.63	\$0.00	PIPE SERVICES CORP
		Rec/Ck#023759*9/26/2019			2019 I&I - televise 21,621.4 LF
<b>2019-10</b>	<b>Pay</b>	<b>102419ap</b>	<b>\$31,349.25</b>	<b>\$0.00</b>	<b>VISU-SEWER INC</b>
		<b>Rec/Ck#023826*10/24/2019</b>			<b>2018 Sewer Lining Project PayApp01</b>
<b>Total E 411-49460-386 Inflow &amp; Infiltration</b>		<b>\$47,222.38</b>	<b>\$0.00</b>	<b>In Balance</b>	
<b>Total Expenditure</b>		<b>\$47,222.38</b>	<b>\$0.00</b>	<b>=</b>	<b>\$47,222.38</b>
<b>Fund 411</b>		<b>\$47,222.38</b>	<b>\$0.00</b>	<b>=</b>	<b>\$47,222.38</b>