



## CITY COUNCIL REGULAR MEETING AGENDA

August 20, 2024 – 7:00 pm

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA<sup>1</sup>
  - A. Approve July 23, 2024 Regular Meeting Minutes
  - B. Approve August 9, 2024 Special Meeting Minutes
  - C. Approve Manitou Watermain Project Pay Voucher #9
  - D. Approve 2024 Street & Utility Improvement Project Pay Voucher #3
5. MATTERS FROM THE FLOOR<sup>2</sup> (*maximum time of five minutes per person*)
6. SPECIAL BUSINESS
  - A. None
7. PUBLIC HEARING
  - A. None
8. OLD BUSINESS
  - A. Caribbean Marina Deck Agreement
9. NEW BUSINESS
  - A. Manitou Park Trail Connection Cost Sharing Agreement with Three Rivers Park District
  - B. Hennepin County Assessment Services Agreement
  - C. WSB Supplemental Agreement Amendment for Profession Services
10. MATTERS FROM THE FLOOR<sup>2</sup> (*maximum time of five minutes per person*)
11. REPORTS
  - A. Administrator's Report
  - B. Contract Staff Report(s)
  - C. Doug Eckland: Finance, Fire Lanes and Public Access, Technology
  - D. Kristin Viger: Parks and Docks, Sanitation and Recycling
  - E. Kelly Wischmeier: Building Inspection, Municipal Buildings and Grounds
  - F. Tim Connelly: EFD, Commercial Marinas, LMCD
  - G. Adam Jennings: SLMPD, Administration, Public Works, Employee Advisory Board
12. ADJOURNMENT

**All matters listed within the Consent Agenda are considered to be routine items to be enacted upon by one City Council motion. Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion with no further discussion by the Council. Any item may be removed by any Council Member, staff member or person from the public for separate consideration.**

**<sup>2</sup>For individuals who wish to address the Council on subjects which are not a part of the meeting agenda. Typically, the Council will not take action on items presented at this time but will refer them to staff for review, action and/or recommendation for future Council action.**

MINUTES  
TONKA BAY CITY COUNCIL  
REGULAR MEETING  
JULY 23, 2024

1. CALL TO ORDER

The regular semi-monthly meeting of the Tonka Bay City Council was called to order at 7:04 p.m.

2. ROLL CALL

Members present: Mayor Jennings, Councilmembers Eckland and Viger. Also present were City Administrator Tolsma and City Attorney Nason.

3. APPROVAL OF AGENDA

Councilmember Viger made a motion to approve the agenda as presented. Councilmember Eckland seconded the motion. Ayes: Eckland, Viger, and Jennings. The motion carried.

4. CONSENT AGENDA

- A. Approve Minutes from July 9, 2024 City Council Work Session Meeting
- B. Approve Minutes from July 9, 2024 Regular City Council Meeting
- C. Approve Manitou Watermain Project Pay Voucher #8
- D. Approve 2024 Street & Utility Improvement Project Pay Voucher #2
- E. Approve 2024 Sealcoating Proposal – Allied Blacktop
- F. Approve League of Minnesota Cities Insurance Trust Liability Coverage Waiver

Councilmember Viger made a motion approve the consent agenda with the removal of 4A and amendments to 4B, 4C and 4E. Councilmember Eckland seconded the motion. Ayes: Eckland, Viger, and Jennings. The motion carried.

5. MATTERS FROM THE FLOOR

Steve Larson, who has lived at 60 Brentwood Avenue for 12 years, was upset that the City plans to take a portion of his property to straighten a road. Despite his efforts to get on the agenda to discuss the issue, he was informed that the matter was closed unless new information emerged.

Larson questioned the necessity of taking his property and highlighted inconsistencies in the information he received from the City Engineer: initially, he was told the project would affect 13 square feet, but later it was clarified as 22 square feet. Larson felt this was new information and should be discussed at a Council Meeting.

He also mentioned that his neighbors are in support of them and want to start a petition to prevent changes to the road. Larson has received some support from

City officials but feels targeted, unsure whether this issue stems from personal reasons or poor planning.

6. SPECIAL BUSINESS

- South Lake Minnetonka Police Department (SLMPD) Budget Presentation – SLMPD Chief Tholen presented a PowerPoint presentation summarizing the proposed 9.3% budget for 2025. Chief Tholen highlighted areas showing increases and noted the 43.8% increase to Capital Plan and vehicle leases is due to contractual obligations. Contractual obligation breakdown included salary (10.6%), health insurance (0.5%), PERA (16.2%), disability and benefits (25.8%), repair and maintenance (6.1%) and Capital Plan/vehicle leases (43.8%). Chief Tholen stated the proposed budget included adding a fourth Sergeant position and part-time Administrative Specialist along with new Body Worn Cameras (BWC) and squad computers. Chief Tholen provided details of the overall costs to Council and explained the reasons for the increases and the benefits to adding additional staff.

Mayor Jennings commented that on January 10, 2024 the SLMPD Committee passed the proposed budget and shared his hopes that Council would approve the 2025 SLMPD budget which represents approximately 25% of Tonka Bay's overall operating budget.

A motion to approve the 2025 SLMPD Budget was made by Councilmember Eckland. Councilmember Viger seconded the motion. Ayes: Eckland, Viger, and Jennings. The motion carried.

Council thanked Chief Tholen for his presentation.

7. PUBLIC HEARINGS

None

8. OLD BUSINESS

- A. Caribbean Marina Deck Update & Discussion – Sean Wischmeier of Caribbean Marina at 135 Lakeview Avenue addressed recent developments, emphasizing cooperation with the City despite legal implications. He underscored mutual alignment with community interests and expresses a firm commitment to reopening the restaurant's deck for patrons to enjoy. Mr. Wischmeier highlighted the significant contributions made by over 30 summer workers and thousands of visitors, to the local tax base and community. He emphasized the primary role of businesses in the community and alluded to additional points he wished to address.

Mr. Wischmeier expressed gratitude for the support from the City, stating now they need a little bit of action. He acknowledged the City's assistance but expressed frustration with the Department of Natural Resources (DNR) for not responding to recent inquiries. He emphasized their cooperation by submitting permits to the DNR as a gesture of good faith despite legal implications. Mr. Wischmeier shared their main priority was resolving the issue of rebuilding the deck safely, stressing that they seek a fair resolution ahead of an upcoming court date on September 23, 2024.

Mr. Wischmeier explained that they were asked to fill out permits by the DNR, which they did despite knowing it could strengthen the DNR's case. He expressed frustration because although verbally told approval would be granted, the DNR has not marked the permits as complete, delaying the application process. He argued they are trying to operate a legitimate business and seek clarity to proceed legally and promptly, anticipating further actions depending on court rulings.

Mr. Wischmeier questioned why the DNR refused to respond to their permit applications in a timely manner, emphasizing that according to the law, responses should be provided promptly. He expressed frustration over delays, noting that having this information is crucial for their legal case. He asserted that accountability is essential, as they perceive actions by the DNR to intentionally stall their progress.

Mr. Wischmeier requested help to obtain a completed permit, urging the Council to direct their legal team to help get them past this hurdle. He assured Council that assisting them will not affect the City's legal position or hold the City accountable for any future obligations. Mr. Wischmeier stated that they care immensely about the City and the community and asked Council to help them get over this hump.

Mr. Wischmeier announced publicly that there will be two scheduled events: one on Thursday, August 1, 2024 at 4 p.m. and another on Friday, August 2, 2024 at 9 a.m. Mr. Wischmeier stated that local elected officials from around the area, including State Representative Andrew Myer, have been invited to attend. Additionally, there may be opportunities for people to walk around and see the area. If needed, additional schedules can be arranged.

9. NEW BUSINESS

A. Upcoming Meeting Dates – City Administrator Tolsma proposed upcoming meeting dates for Council approval.

**August 13, 2024** – State Primary Election, Regular Council Meeting moved to August 20, 2024

**August 15, 2024** – Special Budget Meeting, 12:00 p.m. to 3:00 p.m.

**August 20, 2024** – Combined Special Budget and Work Session Meeting, 5:00 p.m. to 7:00 p.m. and Regular Council Meeting to follow

**August 27, 2024** – Combined Special Budget and Work Session Meeting from 5:00 p.m. to 7:00 p.m. and Regular Council Meeting to follow

**September 10, 2024** – Combined Special Budget Meeting and Work Session Meeting from 5:00 p.m. to 7:00 p.m. and Regular Council Meeting to follow

**September 19, 2024** – Special Budget Meeting, 12:00 p.m. to 3:00 p.m. Closed Session – Caribbean Marina Discussion – TBD

A motion to approve the Special Budget Meeting dates was made by Councilmember Viger. Councilmember Eckland seconded the motion. Ayes: Eckland, Viger, and Jennings. The motion carried.

Tolsma discussed notable upcoming dates through the end of 2024. Council discussed ratification of the Truth In Taxation Hearing and decided to approve the date at tonight's meeting.

A motion to set the Truth In Taxation Hearing during the Regular Council Meeting on September 10, 2024 was made by Mayor Jennings. Councilmember Viger seconded the motion. Ayes: Eckland, Viger, and Jennings. The motion carried.

Council discussed cancellation of the Regular Council Meeting on December 24, 2024.

A motion to cancel the Regular Council Meeting on December 24, 2024 was made by Councilmember Viger. Councilmember Eckland seconded the motion. Ayes: Eckland, Viger, and Jennings. The motion carried.

10. MATTERS FROM THE FLOOR

Kathy Ottum, 30 Lilah Lane, commented in support of the residents at 60 Brentwood Avenue and encouraged Councilmembers to visually inspect the property.

City Administrator Tolsma addressed statements that the City is taking land. Tolsma provided clarification, stating there is a lot of discussion about a road that has existed on the property long before the current Council or even previous owners came into the picture. Historical surveys from as far back as the 1970s show that the road has always been in the same location. It seems that someone, at some point, decided to place the road there, likely with consensus from all involved parties, though this isn't certain.

Tolsma stated, the current Council and City are not claiming or taking this property; the road has simply been there all along. In Tonka Bay, rights-of-way are often not clean or well-defined. Many streets encroach onto private property because homes were built before the roads. Unlike typical cities where roads and rights-of-way are planned together, Tonka Bay developed differently: people established homes first, and then roads were added in a way that best fit the existing properties. This means the roadways often overlap with private land. Clarifying this situation, the road in question has been there for a long time and isn't a new intrusion and many factors were considered when it comes to the road project.

11. REPORTS

A. Administrator's Report – City Administrator Tolsma reported that Parks and Docks met yesterday and recapped the Wekota Park Meeting. Tolsma said there was a good turnout and a lot of positive feedback from residents.

Parks and Docks reviewed the CIP and decided Old Orchard Park Fishing Pier is their next priority. Tolsma informed Council that the City received a \$20,000 grant from Hennepin County to help repair the pier. He requested quotes for dredging and replacing the footings of the fishing pier and will supply them at the next Parks and Docks Meeting. Tolsma noted that Public Works will do the majority of the construction as a cost saving measure for the City.

Tolsma reported on the progress for Manitou Park, stating the next step for the Manitou Park redesign involves meetings with playground vendors to assess the site and soil conditions. While the project should progress smoothly, final decisions on the playground installation depend on securing additional funding. Although the City received a \$47,000 Hennepin County grant, it is insufficient for the \$300,000 project. Efforts are underway to obtain more donations and grants before the 2027 deadline to begin construction.

Tolsma provided an update on the new hire, Annie Britt, stating she is fitting in nicely.

- B. Contract Staff Report(s) – None
- C. Councilmember Rep – Finance, Fire Lanes and Public Access, Technology – None
- D. Councilmember Rep – Parks and Docks, Sanitation and Recycling –  
Councilmember Viger reported that minutes of past Parks and Docks Meetings have been compiled.

Viger asked to discussed concerns about 60 Brentwood Avenue. Mayor Jennings noted that the discussion about the road took place at the July 9, 2024 Work Session Meeting, and no new information has been presented since then. Viger was under the impression there had been new information from City Engineer Bradford. Viger felt the plan had been changed without full Council discussion and suggested a further review might still be beneficial. Jennings countered that the matter was thoroughly discussed and reviewed by engineers, and no further changes were deemed necessary.

City Administrator Tolsma also highlighted ongoing reviews of property titles and road plans indicated the road is where it always has been and suggested significant adjustments might be complex and involve property negotiations with the neighbors to the south. Jennings reiterated that all variables have been considered and no new information warrants further discussion.

Viger expressed concerns about ensuring the road is as safe as possible, suggesting that any feasible improvements should be made. Jennings responded that the decision was not based on the legality of it, but the common sense design of the roadway, and the best way to get the project done. Viger reiterated her concern for safety and said she understood if the property owners wanted to take legal action. Jennings noted that the majority of the council had already agreed on the plan and that Viger's concerns were not shared by the others present at the meeting.

- E. Councilmember Rep – Building Inspection, Municipal Building and Grounds - None
- F. Councilmember Rep – EFD, Commercial Marinas, LMCD – None
- G. Mayor – SLMPD, Administration, Public Works, Employee Advisory Board –  
Mayor Jennings reported that he along with the Hennepin County

Commissioner had discussions on “open book” when it comes to assessing properties in April of 2025. Open book meetings are an important aspect of transparency in the assessment of real property to the taxpayers of Hennepin County. Jennings explained that the Commissioners have changed the budget and now “open book” becomes services that Hennepin County will provide and the City will no longer need to budget for. Jennings said, in the past, Council had talked about possibly contracting with Hennepin County but from a cost standpoint, it didn't make sense. Now, there's no need for the City to continue to contract with an outside assessor. The County will provide the services.

Viger inquired whether the County will assign an assessor familiar with Tonka Bay, or if they will get whoever is available.

Jennings responded that, typically, the County would assign the same type of assessor they would have if Tonka Bay had contracted directly, noting that cost was the only reason the City hadn't done so before.

Viger emphasized the importance of having an assessor familiar with the local market and suggested that the City should have input in the selection process.

Tolsma agreed to contact Hennepin County to find out if they have already selected someone or if the City can request a specific assessor.

12. ADJOURNMENT

There being no further business, Councilmember Viger made a motion to adjourn the meeting at 9:10 pm. Councilmember Eckland seconded the motion.  
Ayes: Eckland, Viger, and Jennings. The motion carried.

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Jennings, Mayor

Attest:

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Gildemeister, City Clerk





## CITY COUNCIL SPECIAL MEETING AGENDA

August 9, 2024 – 3:00 pm

## 1. CALL TO ORDER

Mayor Jennings called the special meeting to order at 3:09 p.m.

## 2. ROLL CALL

Present: Mayor Jennings, Councilmember Connelly, Councilmember Eckland, City Administrator Tolsma.

## 3. APPROVAL OF AGENDA

**Motion made by Connelly to approve the agenda. Seconded by Eckland. Motion passed 3-0.**

## 4. SPECIAL BUSINESS

## A. Caribbean Marina Deck Agreement

City Administrator Tolsma noted that the draft agreement is being reviewed by the Caribbean Ownership team and their Legal Counsel so there is nothing to take action on at this time. Tolsma briefly summarized the intent of the agreement at the request of Councilmember Connelly. Mayor Jennings stated that he reviewed the agreement and that he is in favor of the way City Attorney Wier drafted the agreement so that the City would not need to hold an escrow or bond in perpetuity, and instead would simply be able to assess any costs incurred by the City directly to the property if action were ever taken.

## B. 85 Brentwood Avenue Memorandum of Understanding Agreement

City Administrator Tolsma recapped the history of design options at the intersection of Brentwood Avenue and Bay Street. Tolsma stated that in order to accomplish the preferred road layout being requested by the Larsons where the street would be entirely on public right of way, it would be necessary to move the road farther to the south which would require participation from the property owners at 85 Brentwood. Tolsma noted that he has been in negotiations with the owners of 85 Brentwood to determine if there could be a possible solution. Tolsma indicated that they had originally started discussing an option that would provide the City with an easement over the northwest corner of their property in exchange for an equal sized area to be vacated from the adjacent right of way that would then be added to the property at 85 Brentwood. Tolsma informed the Council that since those initial discussion took place the owners of 85 Brentwood have shared with him a counter proposal that would essentially give the City a larger easement area of approximately 800 sq. ft. along the road in exchange for the eastern half of the right of way adjacent to the property, which would be roughly 1,800 sq. ft. in area. The Council discussed the proposal and reached a general consensus that they would feel more comfortable with a solution that was closer to a 1 to 1 ratio in terms of the area that is being exchanged. Tolsma noted that one of the concerns raised by the property owners of 85 Brentwood with a straight 1 to 1 exchange is that they would essentially be in a losing position once they factored in other considerations like legal fees that they would incur in the process. Tolsma asked for clarification regarding what would be acceptable and discussed a hypothetical compromise of vacating approximately one-fourth of the right of way in exchange for the easement, stating that it might be closer to a 1.3 to 1 ratio. The Council discussed further and agreed that they would only feel comfortable with a strict 1 to 1 ratio and that any legal fees

incurred by 85 Brentwood should be borne by the Larsons at 60 Brentwood due to their initiating of the request to move the road.

**Motion made by Connelly to respond to the owners of 85 Brentwood Avenue that the City would be acceptable of a 1 to 1 ratio of exchange for right of way property / easement area, and that legal fees incurred by 85 Brentwood should be paid by the owners of 60 Brentwood. Seconded by Eckland. Motion passed 3-0.**

5. MISCELLANEOUS

Mayor Jennings gave the Council a brief update on an email he had received from the property owner at 15 Northrup Avenue regarding the fence on the adjacent property. Jennings commented that this had been discussed at length last year and that he felt it had been sufficiently resolved at that time and did not warrant any further action from the City.

6. ADJOURNMENT

**Motion made by Connelly to adjourn the meeting at 4:14 pm. Seconded by Eckland. Motion passed 3-0.**



Manitou Road Watermain  
Improvements Project

Pay Voucher 9

<b>Client:</b> City of Tonka Bay 4901 Manitou Rd Tonka Bay, MN 55331-9561	<b>Contractor:</b> Geislinger and Sons, Inc. 511 Central Avenue South Watkins, MN 55389
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<b>WSB Project No.:</b> 020515-000
<b>Client Project No.:</b>
<b>State Project No.:</b>
<b>Federal Project No.:</b>

Contract Amount		Funds Encumbered	
Original Contract	\$4,354,407.52	Original	\$4,354,407.52
Contract Changes	\$49,556.99	Additional	N/A
Revised Contract	\$4,403,964.51	Total	\$4,354,407.52

Work Certified To Date	
Base Bid Items	\$4,429,326.19
Contract Changes	\$54,736.13
Material On Hand	\$0.00
Total	\$4,484,062.32

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$24,158.20	\$4,484,062.32	\$89,681.25	\$4,236,908.91	\$157,472.16	\$4,394,381.07
Percent Retained: 2%			Percent Complete: 101.82%		

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

Approved By WSB

Signature

8/6/2024

Date

Approved By Geislinger and Sons, Inc.

Signature

8-6-24

Date

Approved By City of Tonka Bay

Signature

Date

Signature

Date



Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	08/02/23	\$153,682.00	\$7,684.10	\$145,997.90
2	09/13/23	\$1,163,427.50	\$58,171.38	\$1,105,256.12
3	10/09/23	\$968,376.78	\$48,418.83	\$919,957.95
4	11/10/23	\$445,652.79	\$22,282.64	\$423,370.15
5	12/13/23	\$187,576.30	\$9,378.82	\$178,197.48
6	05/03/24	\$323,094.73	\$16,154.74	\$306,939.99
7	06/07/24	\$774,585.63	\$38,729.28	\$735,856.35
8	07/09/24	\$443,508.39	\$22,175.42	\$421,332.97
9	08/02/24	\$24,158.20	(\$133,313.96)	\$157,472.16

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
Local Funding	\$4,484,062.32	\$89,681.25	\$4,236,908.91	\$157,472.16	\$4,394,381.07

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
Local Funding	Local	\$157,472.16	\$4,403,964.51	\$4,354,407.52	\$4,394,381.07

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$133,000.00	1	0	\$0.00	1	\$133,000.00
2	2101.502	CLEARING	EACH	\$900.00	3	0	\$0.00	7	\$6,300.00
3	2101.502	GRUBBING	EACH	\$600.00	3	0	\$0.00	7	\$4,200.00
4	2104.502	REMOVE GATE VALVE & BOX	EACH	\$75.00	10	0	\$0.00	9	\$675.00
5	2104.502	REMOVE CURB STOP & BOX	EACH	\$25.00	29	0	\$0.00	38	\$950.00
6	2104.502	REMOVE HYDRANT	EACH	\$125.00	6	0	\$0.00	7	\$875.00
7	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$400.00	1	0	\$0.00	0	\$0.00
8	2104.502	SALVAGE SIGN	EACH	\$35.00	2	0	\$0.00	0	\$0.00
9	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$5.00	50	0	\$0.00	0	\$0.00
10	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$4.00	2320	0	\$0.00	2706	\$10,824.00
11	2104.503	REMOVE WATER MAIN	L F	\$5.00	300	0	\$0.00	259	\$1,295.00
12	2104.503	REMOVE WATER SERVICE PIPE	L F	\$5.00	340	0	\$0.00	547	\$2,735.00
13	2104.503	REMOVE AND REPLACE CURB AND GUTTER	L F	\$210.00	20	0	\$0.00	0	\$0.00
14	2104.504	REMOVE CONCRETE WALK	S Y	\$10.00	40	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
15	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$20.00	10	0	\$0.00	0	\$0.00
16	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$10.00	230	0	\$0.00	0	\$0.00
17	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$8.00	2160	174.3	\$1,394.40	3294.1	\$26,352.80
18	2104.603	ABANDON WATER MAIN	L F	\$6.00	5720	0	\$0.00	0	\$0.00
19	2106.507	EXCAVATION - COMMON	C Y	\$24.00	490	0	\$0.00	387	\$9,288.00
20	2106.507	EXCAVATION - SUBGRADE	C Y	\$24.00	70	0	\$0.00	139.27	\$3,342.48
21	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	\$33.00	50	0	\$0.00	0	\$0.00
22	2106.507	STABILIZING AGGREGATE (CV)	C Y	\$68.00	70	0	\$0.00	139.27	\$9,470.36
23	2106.601	DEWATERING	LS	\$20,000.00	1	0	\$0.00	1	\$20,000.00
24	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$150.00	50	9.5	\$1,425.00	18.5	\$2,775.00
25	2130.523	WATER (DUST CONTROL)	MGAL	\$75.00	50	0	\$0.00	0	\$0.00
26	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$42.00	840	0	\$0.00	364.92	\$15,326.64
27	2360.504	TYPE SP 9.5 WEAR CRS MIX (2,B) 3.0" THICK	S Y	\$37.50	230	0	\$0.00	0	\$0.00
28	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	\$103.50	240	0	\$0.00	0	\$0.00
29	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	\$104.50	280	89.2	\$9,321.40	561.26	\$58,651.67
30	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	\$97.00	410	0	\$0.00	400.16	\$38,815.52
31	2503.503	12" RC PIPE SEWER DES 3006 CL V	L F	\$150.00	10	0	\$0.00	0	\$0.00
32	2503.503	18" RC PIPE SEWER DES 3006 CL V	L F	\$170.00	10	0	\$0.00	0	\$0.00
33	2503.602	POST BURST SANITARY SEWER VERIFICATION	EACH	\$375.00	5	0	\$0.00	7.5	\$2,812.50
34	2503.603	SANITARY SEWER SPOT REPAIR	L F	\$235.00	20	0	\$0.00	2	\$470.00
35	2504.601	TEMPORARY WATER SERVICE	LS	\$5,000.00	1	0	\$0.00	1	\$5,000.00
36	2504.602	12" INSERTA VALVE	EACH	\$21,000.00	3	0	\$0.00	0	\$0.00
37	2504.602	6" INSERTA VALVE	EACH	\$15,000.00	2	0	\$0.00	0	\$0.00
38	2504.602	8" INSERTA VALVE	EACH	\$17,000.00	1	0	\$0.00	1	\$17,000.00

Manitou Road Watermain  
Improvements Project

Pay Voucher 9



Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
39	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$4,500.00	9	0	\$0.00	11	\$49,500.00
40	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$100.00	25	0	\$0.00	42	\$4,200.00
41	2504.602	HYDRANT	EACH	\$11,000.00	12	0	\$0.00	11	\$121,000.00
42	2504.602	1" CORPORATION STOP	EACH	\$3,500.00	25	0	\$0.00	40.9383	\$143,284.05
43	2504.602	6" GATE VALVE & BOX	EACH	\$6,000.00	14	0	\$0.00	16	\$96,000.00
44	2504.602	8" GATE VALVE & BOX	EACH	\$7,500.00	8	0	\$0.00	4	\$30,000.00
45	2504.602	12" GATE VALVE & BOX	EACH	\$10,000.00	9	0	\$0.00	9	\$90,000.00
46	2504.602	6"X6" WET TAP	EACH	\$12,000.00	1	0	\$0.00	0	\$0.00
47	2504.602	1" CURB STOP & BOX	EACH	\$500.00	25	0	\$0.00	45.048	\$22,524.00
48	2504.603	12" WATERMAIN PVC (TRENCHLESS)	L F	\$158.00	3615	0	\$0.00	3738	\$590,604.00
49	2504.603	1" WATER SERVICE LINE	L F	\$1.00	474	0	\$0.00	1025.5	\$1,025.50
50	2504.603	8" WATERMAIN HDPE (TRENCHLESS)	L F	\$85.00	1881	0	\$0.00	1857	\$157,845.00
51	2504.603	CASING PIPE	L F	\$585.00	192	0	\$0.00	103.64	\$60,629.40
52	2504.603	WATER SERVICE (DIRECTIONAL DRILLED)	L F	\$79.00	293	0	\$0.00	293	\$23,147.00
53	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$110.00	143	0	\$0.00	142	\$15,620.00
54	2504.603	6" PVC WATERMAIN	L F	\$110.00	47	0	\$0.00	106	\$11,660.00
55	2504.603	8" PVC WATERMAIN	L F	\$120.00	147	0	\$0.00	137	\$16,440.00
56	2504.603	12" PVC WATERMAIN	L F	\$132.00	265	0	\$0.00	441	\$58,212.00
57	2504.604	4" POLYSTYRENE INSULATION	S Y	\$60.00	50	0	\$0.00	0	\$0.00
58	2504.608	DUCTILE IRON FITTINGS	LB	\$13.00	3140	0	\$0.00	7606	\$98,878.00
59	2506.502	CONST DRAINAGE STRUCTURE DESIGN G OR H	EACH	\$9,000.00	1	0	\$0.00	0	\$0.00
60	2506.502	CASTING ASSEMBLY	EACH	\$950.00	1	0	\$0.00	0	\$0.00
61	2506.502	ADJUST FRAME & RING CASTING	EACH	\$450.00	3	0	\$0.00	0	\$0.00
62	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$1,500.00	4	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
63	2521.518	4" CONCRETE WALK	S F	\$55.00	40	0	\$0.00	0	\$0.00
64	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$208.00	10	0	\$0.00	0	\$0.00
65	2531.604	6" CONCRETE DRIVEWAY PAVEMENT SPECIAL	S Y	\$260.00	20	0	\$0.00	0	\$0.00
66	2535.503	BITUMINOUS CURB	L F	\$15.50	300	0	\$0.00	48	\$744.00
67	2540.602	TEMPORARY MAIL BOX	EACH	\$350.00	2	0	\$0.00	0	\$0.00
68	2540.602	MAIL BOX	EACH	\$75.00	1	0	\$0.00	0	\$0.00
69	2540.602	MAIL BOX SUPPORT	EACH	\$200.00	1	0	\$0.00	0	\$0.00
70	2563.601	TRAFFIC CONTROL	LS	\$50,000.00	1	0	\$0.00	1	\$50,000.00
71	2564.602	INSTALL SIGN	EACH	\$350.00	2	0	\$0.00	0	\$0.00
72	2571.502	CONIFEROUS TREE 8' HT B&B	EACH	\$425.00	2	0	\$0.00	0	\$0.00
73	2571.502	DECIDUOUS TREE 2.5" CAL B&B	EACH	\$550.00	2	0	\$0.00	0	\$0.00
74	2572.510	PRUNE TREES	HOUR	\$250.00	10	0	\$0.00	0	\$0.00
75	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$250.00	6	0	\$0.00	6	\$1,500.00
76	2573.503	SILT FENCE, TYPE MS	L F	\$4.00	200	0	\$0.00	0	\$0.00
77	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$3.00	1000	0	\$0.00	600	\$1,800.00
78	2574.507	COMMON TOPSOIL BORROW	C Y	\$40.00	156	0	\$0.00	229.8	\$9,192.00
79	2575.504	SODDING TYPE LAWN	S Y	\$21.00	80	0	\$0.00	0	\$0.00
80	2575.504	RAPID STABILIZATION METHOD 4	S Y	\$4.00	500	0	\$0.00	2132.6	\$8,530.40
81	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	S Y	\$3.25	330	0	\$0.00	200	\$650.00
82	2575.505	SEEDING	ACRE	\$6,500.00	0.33	0	\$0.00	0.056	\$364.00
83	2575.508	SEED MIXTURE 25-141	LB	\$6.00	19	0	\$0.00	1	\$6.00
84	2575.508	SEED MIXTURE 33-261	LB	\$20.00	5	0	\$0.00	0	\$0.00
85	2575.508	HYDRAULIC MULCH MATRIX	LB	\$2.00	557	0	\$0.00	40	\$80.00
86	2575.523	WATER	MGAL	\$125.00	29	0	\$0.00	0	\$0.00
87	2582.503	4" SOLID LINE MULTI COMP	L F	\$1.50	1022	0	\$0.00	153	\$229.50



Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
88	2582.503	24" SOLID LINE MULTI COMP	L F	\$9.00	40	0	\$0.00	0	\$0.00
89	2582.503	4" DBLE SOLID LINE MULTI COMP	L F	\$3.00	150	0	\$0.00	56	\$168.00
90	2582.518	PAVT MSSG PAINT	S F	\$10.00	15	0	\$0.00	0	\$0.00
91	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	L S	\$12,000.00	1	0.16578	\$1,989.36	0.22927	\$2,751.24
92	2502.601	IRRIGATION SYSTEM PROVISION	LS	\$5,000.00	1	0	\$0.00	0.044	\$220.00
93	2504.601	UTILITY CREW PROVISION	LS	\$30,000.00	1	0	\$0.00	1.9301	\$57,903.00
94	2021.501	MOBILIZATION	LS	\$61,000.00	1	0	\$0.00	1	\$61,000.00
95	2101.502	CLEARING	EACH	\$900.00	4	0	\$0.00	6	\$5,400.00
96	2101.502	GRUBBING	EACH	\$600.00	4	0	\$0.00	4	\$2,400.00
97	2104.502	REMOVE GATE VALVE & BOX	EACH	\$75.00	3	0	\$0.00	6	\$450.00
98	2104.502	REMOVE CURB STOP & BOX	EACH	\$25.00	26	0	\$0.00	28	\$700.00
99	2104.502	REMOVE HYDRANT	EACH	\$125.00	4	0	\$0.00	4	\$500.00
100	2104.502	SALVAGE SIGN	EACH	\$35.00	2	0	\$0.00	0	\$0.00
101	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$5.00	50	0	\$0.00	0	\$0.00
102	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$4.00	1310	0	\$0.00	509	\$2,036.00
103	2104.503	REMOVE WATER MAIN	L F	\$5.00	120	0	\$0.00	214	\$1,070.00
104	2104.503	REMOVE WATER SERVICE PIPE	L F	\$5.00	350	0	\$0.00	890	\$4,450.00
105	2104.503	REMOVE AND REPLACE CURB AND GUTTER	L F	\$210.00	40	0	\$0.00	0	\$0.00
106	2104.504	REMOVE CONCRETE WALK	S Y	\$10.00	40	0	\$0.00	0	\$0.00
107	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$10.00	40	0	\$0.00	20.5	\$205.00
108	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$8.00	310	0	\$0.00	83.4	\$667.20
109	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$8.00	1010	0	\$0.00	1160.8	\$9,286.40
110	2104.603	ABANDON WATER MAIN	L F	\$6.00	1750	0	\$0.00	0	\$0.00
111	2106.507	EXCAVATION - COMMON	C Y	\$24.00	220	0	\$0.00	443	\$10,632.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
112	2106.507	EXCAVATION - SUBGRADE	C Y	\$24.00	30	0	\$0.00	98.44	\$2,362.56
113	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	\$33.00	80	0	\$0.00	0	\$0.00
114	2106.507	STABILIZING AGGREGATE (CV)	C Y	\$68.00	30	0	\$0.00	98.44	\$6,693.92
115	2106.601	DEWATERING	LS	\$0.01	1	0	\$0.00	0	\$0.00
116	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$150.00	20	0	\$0.00	7	\$1,050.00
117	2130.523	WATER (DUST CONTROL)	M GAL	\$75.00	20	0	\$0.00	0	\$0.00
118	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$42.00	340	0	\$0.00	443.88	\$18,642.96
119	2360.504	TYPE SP 9.5 WEAR CRS MIX (2,B) 3.0" THICK	S Y	\$41.00	310	0	\$0.00	83.4	\$3,419.40
120	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	\$105.50	140	0	\$0.00	0	\$0.00
121	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	\$112.50	100	0	\$0.00	455.43	\$51,235.88
122	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	\$103.50	150	0	\$0.00	68.71	\$7,111.49
123	2503.603	SANITARY SEWER SPOT REPAIR	L F	\$235.00	20	0	\$0.00	2	\$470.00
124	2504.601	TEMPORARY WATER SERVICE	LS	\$5,000.00	1	0	\$0.00	1	\$5,000.00
125	2504.602	8" INSERTA VALVE	EACH	\$17,000.00	2	0	\$0.00	0	\$0.00
126	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$4,500.00	1	0	\$0.00	2	\$9,000.00
127	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$100.00	23	0	\$0.00	28	\$2,800.00
128	2504.602	HYDRANT	EACH	\$11,000.00	4	0	\$0.00	6	\$66,000.00
129	2504.602	1" CORPORATION STOP	EACH	\$3,500.00	23	0	\$0.00	28	\$98,000.00
130	2504.602	6" GATE VALVE & BOX	EACH	\$6,000.00	4	0	\$0.00	6	\$36,000.00
131	2504.602	8" GATE VALVE & BOX	EACH	\$7,500.00	5	0	\$0.00	6	\$45,000.00
132	2504.602	6"X6" WET TAP	EACH	\$12,000.00	2	0	\$0.00	0	\$0.00
133	2504.602	1" CURB STOP & BOX	EACH	\$500.00	23	0	\$0.00	28	\$14,000.00
134	2504.603	1" WATER SERVICE LINE	L F	\$1.00	487	0	\$0.00	74	\$74.00
135	2504.603	8" WATERMAIN HDPE (TRENCHLESS)	L F	\$94.00	2580	0	\$0.00	2479	\$233,026.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
136	2504.603	CASING PIPE	L F	\$675.00	92	0	\$0.00	83	\$56,025.00
137	2504.603	WATER SERVICE (DIRECTIONAL DRILLED)	L F	\$52.00	53	0	\$0.00	816	\$42,432.00
138	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$110.00	77	0	\$0.00	87	\$9,570.00
139	2504.603	6" PVC WATERMAIN	L F	\$110.00	20	0	\$0.00	0	\$0.00
140	2504.603	8" PVC WATERMAIN	L F	\$120.00	197	0	\$0.00	425	\$51,000.00
141	2504.604	4" POLYSTYRENE INSULATION	S Y	\$60.00	100	0	\$0.00	60.5	\$3,630.00
142	2504.608	DUCTILE IRON FITTINGS	LB	\$13.00	1460	0	\$0.00	1651	\$21,463.00
143	2506.502	CASTING ASSEMBLY	EACH	\$950.00	1	0	\$0.00	0.77	\$731.50
144	2506.502	ADJUST FRAME & RING CASTING	EACH	\$450.00	1	0	\$0.00	0	\$0.00
145	2521.518	4" CONCRETE WALK	S F	\$55.00	40	0	\$0.00	0	\$0.00
146	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$160.00	40	0	\$0.00	20.5	\$3,280.00
147	2531.604	6" CONCRETE DRIVEWAY PAVEMENT SPECIAL	S Y	\$260.00	20	0	\$0.00	7.88	\$2,048.80
148	2535.503	BITUMINOUS CURB	L F	\$25.00	50	0	\$0.00	37	\$925.00
149	2540.602	TEMPORARY MAIL BOX	EACH	\$350.00	3	0	\$0.00	0	\$0.00
150	2540.602	MAIL BOX	EACH	\$75.00	1	0	\$0.00	1	\$75.00
151	2540.602	MAIL BOX SUPPORT	EACH	\$200.00	1	0	\$0.00	0	\$0.00
152	2563.601	TRAFFIC CONTROL	LS	\$20,000.00	1	0	\$0.00	1	\$20,000.00
153	2564.602	INSTALL SIGN	EACH	\$350.00	2	0	\$0.00	0	\$0.00
154	2571.502	CONIFEROUS TREE 8' HT B&B	EACH	\$400.00	2	3.5763	\$1,430.52	3.80015	\$1,520.06
155	2571.502	DECIDUOUS TREE 2.5" CAL B&B	EACH	\$550.00	2	0	\$0.00	0	\$0.00
156	2572.510	PRUNE TREES	HOUR	\$250.00	10	0	\$0.00	0	\$0.00
157	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$250.00	9	0	\$0.00	9	\$2,250.00
158	2573.503	SILT FENCE, TYPE MS	L F	\$4.00	200	0	\$0.00	0	\$0.00
159	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$3.00	800	0	\$0.00	0	\$0.00
160	2574.507	COMMON TOPSOIL BORROW	C Y	\$41.00	56	0	\$0.00	96	\$3,936.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
161	2575.504	SODDING TYPE LAWN	S Y	\$21.00	40	339	\$7,119.00	339	\$7,119.00
162	2575.504	RAPID STABILIZATION METHOD 4	S Y	\$4.00	500	0	\$0.00	2856.4	\$11,425.60
163	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	S Y	\$3.25	40	0	\$0.00	0	\$0.00
164	2575.505	SEEDING	ACRE	\$6,200.00	0.12	0	\$0.00	0.12	\$744.00
165	2575.508	SEED MIXTURE 25-141	LB	\$5.00	8	0	\$0.00	8	\$40.00
166	2575.508	SEED MIXTURE 35-221	LB	\$20.00	1	0	\$0.00	1	\$20.00
167	2575.508	HYDRAULIC MULCH MATRIX	LB	\$2.00	235	0	\$0.00	235	\$470.00
168	2575.523	WATER	MGAL	\$125.00	10	7	\$875.00	7	\$875.00
169	2582.503	4" SOLID LINE MULTI COMP	L F	\$1.50	319	0	\$0.00	152	\$228.00
170	2582.503	24" SOLID LINE MULTI COMP	L F	\$9.00	40	0	\$0.00	0	\$0.00
171	2582.503	4" DBLE SOLID LINE MULTI COMP	L F	\$3.00	150	0	\$0.00	0	\$0.00
172	2582.518	PAVT MSSG PAINT	S F	\$10.00	15	0	\$0.00	0	\$0.00
173	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	L S	\$10,000.00	1	0.0232	\$232.00	0.8109	\$8,109.00
174	2502.601	IRRIGATION SYSTEM REPAIR PROVISIONS	LUMP SUM	\$3,000.00	1	0.12384	\$371.52	0.43314	\$1,299.42
175	2504.601	UTILITY CREW PROVISION	LS	\$30,000.00	1	0	\$0.00	1.4247	\$42,741.00
176	2021.501	MOBILIZATION	LS	\$78,000.00	1	0	\$0.00	1	\$78,000.00
177	2101.502	CLEARING	EACH	\$900.00	4	0	\$0.00	4	\$3,600.00
178	2101.502	GRUBBING	EACH	\$600.00	4	0	\$0.00	4	\$2,400.00
179	2104.502	REMOVE GATE VALVE & BOX	EACH	\$75.00	10	0	\$0.00	10	\$750.00
180	2104.502	REMOVE CURB STOP & BOX	EACH	\$25.00	13	0	\$0.00	10	\$250.00
181	2104.502	REMOVE HYDRANT	EACH	\$125.00	7	0	\$0.00	8	\$1,000.00
182	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$400.00	1	0	\$0.00	0	\$0.00
183	2104.502	SALVAGE SIGN	EACH	\$35.00	10	0	\$0.00	4	\$140.00
184	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$5.00	50	0	\$0.00	0	\$0.00
185	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$4.00	1700	0	\$0.00	814	\$3,256.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
186	2104.503	REMOVE WATER MAIN	L F	\$5.00	1160	0	\$0.00	483	\$2,415.00
187	2104.503	REMOVE WATER SERVICE PIPE	L F	\$5.00	60	0	\$0.00	355	\$1,775.00
188	2104.503	REMOVE AND REPLACE CURB AND GUTTER	L F	\$135.00	130	0	\$0.00	116	\$15,660.00
189	2104.504	REMOVE CONCRETE WALK	S Y	\$10.00	40	0	\$0.00	0	\$0.00
190	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$10.00	10	0	\$0.00	0	\$0.00
191	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$8.00	170	0	\$0.00	0	\$0.00
192	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$8.00	1190	0	\$0.00	734.8	\$5,878.40
193	2106.507	EXCAVATION - COMMON	C Y	\$24.00	310	0	\$0.00	557.2	\$13,372.80
194	2106.507	EXCAVATION - SUBGRADE	C Y	\$24.00	50	0	\$0.00	212	\$5,088.00
195	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	\$33.00	60	0	\$0.00	0	\$0.00
196	2106.507	STABILIZING AGGREGATE (CV)	C Y	\$68.00	50	0	\$0.00	212	\$14,416.00
197	2106.601	DEWATERING	LS	\$0.01	1	0	\$0.00	0	\$0.00
198	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$150.00	60	0	\$0.00	7	\$1,050.00
199	2130.523	WATER (DUST CONTROL)	MGAL	\$75.00	30	0	\$0.00	0	\$0.00
200	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$42.00	570	0	\$0.00	557.2	\$23,402.40
201	2360.504	TYPE SP 9.5 WEAR CRS MIX (2,B) 3.0" THICK	S Y	\$45.00	170	0	\$0.00	0	\$0.00
202	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	\$118.00	70	0	\$0.00	0	\$0.00
203	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	\$106.00	220	0	\$0.00	163.23	\$17,302.38
204	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	\$102.00	340	0	\$0.00	115.08	\$11,738.16
205	2503.503	24" CS PIPE SEWER	L F	\$175.00	16	0	\$0.00	0	\$0.00
206	2503.602	POST BURST SANITARY SEWER VERIFICATION	EACH	\$375.00	7	0	\$0.00	10	\$3,750.00
207	2503.603	SANITARY SEWER SPOT REPAIR	L F	\$235.00	20	0	\$0.00	17	\$3,995.00
208	2504.601	TEMPORARY WATER SERVICE	LS	\$5,000.00	1	0	\$0.00	1.503	\$7,515.00
209	2504.602	12" INSERTA VALVE	EACH	\$21,000.00	2	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
210	2504.602	6" INSERTA VALVE	EACH	\$15,000.00	1	0	\$0.00	1,044	\$15,660.00
211	2504.602	8" INSERTA VALVE	EACH	\$17,000.00	1	0	\$0.00	0	\$0.00
212	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$4,500.00	7	0	\$0.00	9	\$40,500.00
213	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$100.00	10	0	\$0.00	10	\$1,000.00
214	2504.602	HYDRANT	EACH	\$11,000.00	9	0	\$0.00	10	\$110,000.00
215	2504.602	1" CORPORATION STOP	EACH	\$3,500.00	10	0	\$0.00	10	\$35,000.00
216	2504.602	2" CORPORATION STOP	EACH	\$4,000.00	1	0	\$0.00	2	\$8,000.00
217	2504.602	6" GATE VALVE & BOX	EACH	\$6,000.00	10	0	\$0.00	14	\$84,000.00
218	2504.602	8" GATE VALVE & BOX	EACH	\$7,500.00	3	0	\$0.00	5	\$37,500.00
219	2504.602	12" GATE VALVE & BOX	EACH	\$10,000.00	3	0	\$0.00	7	\$70,000.00
220	2504.602	6"X6" WET TAP	EACH	\$12,000.00	1	0	\$0.00	0	\$0.00
221	2504.602	1" CURB STOP & BOX	EACH	\$500.00	10	0	\$0.00	10	\$5,000.00
222	2504.602	2" CURB STOP & BOX	EACH	\$1,500.00	1	0	\$0.00	1	\$1,500.00
223	2504.603	12" WATERMAIN PVC (TRENCHLESS)	L F	\$159.00	2110	0	\$0.00	2883	\$458,397.00
224	2504.603	1" WATER SERVICE LINE	L F	\$1.00	74	0	\$0.00	108	\$108.00
225	2504.603	2" WATER SERVICE LINE	L F	\$3.00	14	0	\$0.00	71	\$213.00
226	2504.603	LINING WATER MAIN 12"	L F	\$250.00	225	0	\$0.00	225	\$56,250.00
227	2504.603	WATER SERVICE (DIRECTIONAL DRILLED)	L F	\$52.00	290	0	\$0.00	239	\$12,428.00
228	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$110.00	141	0	\$0.00	106	\$11,660.00
229	2504.603	6" PVC WATERMAIN	L F	\$110.00	80	0	\$0.00	60	\$6,600.00
230	2504.603	8" PVC WATERMAIN	L F	\$120.00	80	0	\$0.00	165	\$19,800.00
231	2504.603	12" PVC WATERMAIN	L F	\$200.00	39	0	\$0.00	174	\$34,800.00
232	2504.604	4" POLYSTYRENE INSULATION	S Y	\$60.00	20	0	\$0.00	0	\$0.00
233	2504.608	DUCTILE IRON FITTINGS	LB	\$13.00	1560	0	\$0.00	4097	\$53,261.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
234	2506.502	CONST DRAINAGE STRUCTURE DESIGN G OR H	EACH	\$9,000.00	1	0	\$0.00	0	\$0.00
235	2506.502	CASTING ASSEMBLY	EACH	\$950.00	3	0	\$0.00	0	\$0.00
236	2506.502	ADJUST FRAME & RING CASTING	EACH	\$450.00	9	0	\$0.00	0	\$0.00
237	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$1,500.00	6	0	\$0.00	0	\$0.00
238	2521.518	4" CONCRETE WALK	S F	\$55.00	40	0	\$0.00	0	\$0.00
239	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$160.00	40	0	\$0.00	0	\$0.00
240	2531.604	6" CONCRETE DRIVEWAY PAVEMENT SPECIAL	S Y	\$260.00	20	0	\$0.00	0	\$0.00
241	2535.503	BITUMINOUS CURB	L F	\$8.50	470	0	\$0.00	471	\$4,003.50
242	2540.602	TEMPORARY MAIL BOX	EACH	\$350.00	1	0	\$0.00	0	\$0.00
243	2540.602	MAIL BOX	EACH	\$75.00	1	0	\$0.00	0	\$0.00
244	2540.602	MAIL BOX SUPPORT	EACH	\$200.00	1	0	\$0.00	0	\$0.00
245	2563.601	TRAFFIC CONTROL	LS	\$21,000.00	1	0	\$0.00	1	\$21,000.00
246	2564.602	INSTALL SIGN	EACH	\$350.00	7	0	\$0.00	4	\$1,400.00
247	2571.502	CONIFEROUS TREE 8' HT B&B	EACH	\$400.00	5	0	\$0.00	0	\$0.00
248	2571.502	DECIDUOUS TREE 2.5" CAL B&B	EACH	\$550.00	2	0	\$0.00	0	\$0.00
249	2572.510	PRUNE TREES	HOUR	\$250.00	5	0	\$0.00	0	\$0.00
250	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$250.00	6	0	\$0.00	6	\$1,500.00
251	2573.503	SILT FENCE, TYPE MS	L F	\$4.00	200	0	\$0.00	0	\$0.00
252	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$3.00	600	0	\$0.00	310	\$930.00
253	2574.507	COMMON TOPSOIL BORROW	C Y	\$41.00	138	0	\$0.00	42.8	\$1,754.80
254	2575.504	SODDING TYPE LAWN	S Y	\$21.00	80	0	\$0.00	0	\$0.00
255	2575.504	RAPID STABILIZATION METHOD 4	S Y	\$4.00	500	0	\$0.00	987.5	\$3,950.00
256	2575.505	SEEDING	ACRE	\$6,200.00	0.3	0	\$0.00	0.2	\$1,240.00
257	2575.508	SEED MIXTURE 25-141	LB	\$5.00	20	0	\$0.00	11.8	\$59.00
258	2575.508	HYDRAULIC MULCH MATRIX	LB	\$2.00	638	0	\$0.00	500	\$1,000.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
259	2575.523	WATER	MGAL	\$125.00	26	0	\$0.00	0	\$0.00
260	2582.503	4" SOLID LINE MULTI COMP	L F	\$1.50	391	0	\$0.00	153	\$229.50
261	2582.503	24" SOLID LINE MULTI COMP	L F	\$9.00	40	0	\$0.00	0	\$0.00
262	2582.503	4" DBLE SOLID LINE MULTI COMP	L F	\$3.00	200	0	\$0.00	0	\$0.00
263	2582.518	PAVT MSSG PAINT	S F	\$10.00	15	0	\$0.00	0	\$0.00
264	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	L S	\$5,000.00	1	0	\$0.00	0.1972	\$986.00
265	2502.601	IRRIGATION SYSTEM REPAIR PROVISIONS	LUMP SUM	\$3,000.00	1	0	\$0.00	0	\$0.00
266	2504.601	UTILITY CREW PROVISION	LS	\$20,000.00	1	0	\$0.00	1.3668	\$27,336.00
<b>Bid Totals:</b>							<b>\$24,158.20</b>		<b>\$4,429,326.19</b>

Project Category Totals			Amount This Voucher	Amount To Date
Category				
A1. BASE BID: CRABAPPLE LN TO W POINT RD			\$12,140.80	\$2,033,991.82
A2. BASE BID: PROVISIONAL ITEMS			\$1,989.36	\$60,874.24
B1. ALTERNATE 1: W POINT RD TO NARROWS BRIDGE			\$9,424.52	\$938,490.77
B2. ALTERNATE 1: PROVISIONAL ITEMS			\$603.52	\$52,149.42
C1. ALTERNATE 2: GLEN RD TO CRABAPPLE LN			\$0.00	\$1,315,497.94
C2. ALTERNATE 2: PROVISIONAL ITEMS			\$0.00	\$28,322.00

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	1	267	2504.601	WATER SUPPLY SYSTEM	LS	\$31,430.00	1	0	\$0.00	1	\$31,430.00
CO	2	268	2504.602	WATER SUPPLY SYSTEM	EACH	\$863.19	21	0	\$0.00	27	\$23,306.13
<b>Contract Change Totals:</b>									<b>\$0.00</b>		<b>\$54,736.13</b>

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date
1	CO	The change order includes installing a 6-inch temporary water system between the water treatment plant and Crabapple Lane to provide city water to Tonka Bay residents south of Crabapple Lane while the contractor pipe bursts the existing watermain between Birch Bluff Road to Crabapple Lane.	\$0.00	\$31,430.00
2	CO	The change order includes installing the WB67 Hydrant instead of the Waterous 16" BO Hydrant as specified. The unit cost in the change order is the additional material cost, tax and overhead for the new hydrant.	\$0.00	\$23,306.13



Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining
48	2504.603	12" WATERMAIN PVC (TRENCHLESS)	12/12/2023	1,892 L F \$145,684.00	1,892 L F \$145,684.00	0 L F \$0.00
50	2504.603	8" WATERMAIN HDPE (TRENCHLESS)	12/12/2023	1,532 L F \$30,640.00	1,532 L F \$30,640.00	0 L F \$0.00



August 20, 2024

Mr. Dan Tolsma  
City Administrator  
City of Tonka Bay  
4901 Manitou Road  
Tonka Bay, MN 55331

Re: Construction Pay Voucher No. 9  
Manitou Road Watermain Improvements Project  
City of Tonka Bay, MN  
WSB Project No. 020515-000

Dear Mr. Tolsma:

Please find enclosed Construction Pay Voucher No. 9 in the amount of \$157,472.16 for the above-referenced project. The quantities completed to date have been reviewed and agreed upon by the contractor, and we hereby recommend that the City of Tonka Bay approve Construction Pay Voucher No. 9 in the amount of \$157,472.16 for Geislinger & Sons, Inc.

This Pay Voucher reduces the amount of money retained from the completed work from 5% to 2%. The retainage is used to complete the project if the contractor fails to complete the project. The amount of work remaining is substantially less than the roughly \$90,000 be held by the City pending project completion.

Once processed, please keep one copy for your records and return two copies to our office, one for the contractor and one for our files.

As of the last invoices and this pay voucher, the project budget summary is below.

Item	Budget	Project to Date (Last Invoices)
Design (Closed)	\$237,620.50	\$237,620.50
Construction Staking, Observation, & Administration	\$414,296.00	\$407,422.81
Construction	\$4,354,407.52	\$4,394,381.07
Contingency	\$217,720.38	\$54,736.13
<b>Total</b>	<b>\$5,224,044.40</b>	<b>\$5,094,160.51</b>

I will be in attendance at the August 20, 2024 Council meeting to address any questions. If you have any questions or comments prior to then, please contact me at 952.210.8280. Thank you.

Sincerely,

WSB

John Bradford, PE  
Sr. Project Manager

srb

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM



2024 Street & Utility Improvement Project

Pay Voucher 3

<b>Client:</b> City of Tonka Bay 4901 Manitou Rd Tonka Bay, MN 55331-9561	<b>Contractor:</b> Geislinger and Sons, Inc. 511 Central Avenue South Watkins, MN 55389
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<b>WSB Project No.:</b> 023718-000
<b>Client Project No.:</b>
<b>State Project No.:</b>
<b>Federal Project No.:</b>

Contract Amount		Funds Encumbered	
Original Contract	\$6,490,008.00	Original	\$6,490,008.00
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$6,490,008.00	Total	\$6,490,008.00

Work Certified To Date	
Base Bid Items	\$1,486,750.80
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$1,486,750.80

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$837,294.55	\$1,486,750.80	\$74,337.54	\$616,983.44	\$795,429.82	\$1,412,413.26
Percent Retained: 5%			Percent Complete: 22.91%		

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

Approved By WSB

Signature

8/8/2024

Date

Approved By Geislinger and Sons, Inc.

Signature

8-8-24

Date

Approved By City of Tonka Bay

Signature

Date

Signature

Date



Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	06/01/24	\$97,714.00	\$4,885.70	\$92,828.30
2	07/03/24	\$551,742.25	\$27,587.11	\$524,155.14
3	07/31/24	\$837,294.55	\$41,864.73	\$795,429.82

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
Local Funding	\$1,486,750.80	\$74,337.54	\$616,983.44	\$795,429.82	\$1,412,413.26

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
Local Funding	Local	\$795,429.82	\$6,490,008.00	\$6,490,008.00	\$1,412,413.26

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$200,000.00	1	0	\$0.00	0.25	\$50,000.00
2	2101.502	CLEARING	EACH	\$650.00	53	0	\$0.00	51.5	\$33,475.00
3	2101.502	GRUBBING	EACH	\$200.00	53	0	\$0.00	0	\$0.00
4	2101.505	CLEARING	ACRE	\$3,500.00	0.15	0	\$0.00	0.11	\$385.00
5	2101.505	GRUBBING	ACRE	\$2,000.00	0.15	0	\$0.00	0	\$0.00
6	2104.502	REMOVE SIGN	EACH	\$25.00	65	3	\$75.00	3	\$75.00
7	2104.502	SALVAGE SIGN	EACH	\$25.00	7	0	\$0.00	0	\$0.00
8	2104.503	SALVAGE FENCE	L F	\$10.00	274	0	\$0.00	0	\$0.00
9	2104.503	REMOVE RETAINING WALL	L F	\$30.00	200	60	\$1,800.00	60	\$1,800.00
10	2104.503	REMOVE CURB & GUTTER	L F	\$10.00	40	0	\$0.00	0	\$0.00
11	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$7.00	460	75	\$525.00	75	\$525.00
12	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$6.00	1930	0	\$0.00	0	\$0.00
13	2104.503	REMOVE BITUMINOUS WEDGE	S Y	\$14.00	3740	0	\$0.00	0	\$0.00
14	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$10.00	560	0	\$0.00	17.8	\$178.00
15	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$8.00	1980	21.1	\$168.80	58.2	\$465.60
16	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$5.25	21290	1989	\$10,442.25	2936.8	\$15,418.20
17	2104.518	REMOVE CONCRETE WALK	S F	\$5.00	50	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
18	2104.618	SALVAGE BRICK PAVERS	S F	\$7.25	2360	0	\$0.00	0	\$0.00
19	2106.507	EXCAVATION - COMMON (P)	C Y	\$26.00	15100	630	\$16,380.00	630	\$16,380.00
20	2106.507	EXCAVATION - SUBGRADE	C Y	\$19.00	4150	0	\$0.00	0	\$0.00
21	2106.507	STABILIZING AGGREGATE (CV)	C Y	\$35.00	450	217	\$7,595.00	281	\$9,835.00
22	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	\$26.75	8900	0	\$0.00	0	\$0.00
23	2106.507	COMMON EMBANKMENT (CV)	C Y	\$6.00	4150	0	\$0.00	0	\$0.00
24	2106.601	DEWATERING	LS	\$60,000.00	1	0.3	\$18,000.00	0.3	\$18,000.00
25	2106.603	DITCH CLEANING	L F	\$12.00	300	0	\$0.00	0	\$0.00
26	2108.504	GEOTEXTILE FABRIC TYPE 7 (P)	S Y	\$3.50	19090	1855	\$6,492.50	1855	\$6,492.50
27	2112.519	SUBGRADE PREPARATION	RDST	\$1,200.00	89	3	\$3,600.00	3	\$3,600.00
28	2118.507	AGGREGATE SURFACING (LV), CLASS 2	C Y	\$50.00	120	0	\$0.00	0	\$0.00
29	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$190.00	100	16	\$3,040.00	16	\$3,040.00
30	2123.610	UTILITY CREW	HOUR	\$1,000.00	40	34	\$34,000.00	40	\$40,000.00
31	2130.523	WATER	MGAL	\$100.00	97	0	\$0.00	0	\$0.00
32	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	\$42.50	3650	641	\$27,242.50	729.6	\$31,008.00
33	2331.603	JOINT ADHESIVE	L F	\$0.60	17150	0	\$0.00	0	\$0.00
34	2360.504	TYPE SP 9.5 WEAR CRS MIX(3,C)3.0" THICK	S Y	\$34.00	1460	0	\$0.00	0	\$0.00
35	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$96.00	4270	0	\$0.00	0	\$0.00
36	2360.602	SPEED HUMP	EACH	\$2,100.00	8	0	\$0.00	0	\$0.00
37	2411.618	MODULAR BLOCK RETAINING WALL	S F	\$47.00	300	0	\$0.00	0	\$0.00
38	2511.603	BOULDER WALL	L F	\$125.00	100	0	\$0.00	0	\$0.00
39	2521.518	4" CONCRETE WALK	S F	\$27.00	50	0	\$0.00	0	\$0.00
40	2531.503	CONCRETE CURB & GUTTER DESIGN B612	L F	\$15.00	3788	0	\$0.00	0	\$0.00
41	2531.503	CONCRETE CURB & GUTTER DESIGN D412	L F	\$15.00	2950	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
42	2531.604	6" CONCRETE VALLEY GUTTER	S Y	\$88.00	40	0	\$0.00	0	\$0.00
43	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$72.00	1790	0	\$0.00	0	\$0.00
44	2531.603	CONCRETE RIBBON CURB 2' WIDTH	L F	\$21.00	760	0	\$0.00	0	\$0.00
45	2531.603	CONCRETE RIBBON CURB 1' WIDTH	L F	\$10.00	8623	0	\$0.00	0	\$0.00
46	2540.602	MAIL BOX	EACH	\$50.00	1	0	\$0.00	0	\$0.00
47	2540.602	MAIL BOX SUPPORT	EACH	\$210.00	1	0	\$0.00	0	\$0.00
48	2540.602	TEMPORARY MAIL BOX	EACH	\$190.00	79	36	\$6,840.00	36	\$6,840.00
49	2540.618	INSTALL BRICK PAVERS	S F	\$11.50	1510	0	\$0.00	0	\$0.00
50	2557.602	REPAIR DOG FENCE	EACH	\$200.00	5	0	\$0.00	0	\$0.00
51	2557.603	INSTALL FENCE	L F	\$35.00	276	0	\$0.00	0	\$0.00
52	2563.601	TRAFFIC CONTROL	LS	\$6,000.00	1	0.5	\$3,000.00	0.5	\$3,000.00
53	2563.601	MAINTAIN ACCESS	LS	\$10,000.00	1	0	\$0.00	0	\$0.00
54	2564.518	SIGN PANELS TYPE C	S F	\$60.00	263	0	\$0.00	0	\$0.00
55	2564.602	SIGN PANELS TYPE SPECIAL	EACH	\$250.00	22	0	\$0.00	0	\$0.00
56	2564.602	INSTALL SALVAGED SIGN	EACH	\$250.00	7	0	\$0.00	0	\$0.00
57	2572.510	PRUNE TREES	HOURL	\$450.00	20	0	\$0.00	0	\$0.00
58	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$10,000.00	1	0	\$0.00	0	\$0.00
59	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$250.00	26	3	\$750.00	3	\$750.00
60	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	L F	\$19.00	135	0	\$0.00	0	\$0.00
61	2573.503	SILT FENCE, TYPE MS	L F	\$2.00	4220	0	\$0.00	0	\$0.00
62	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$4.00	9050	4280	\$17,120.00	9392	\$37,568.00
63	2574.507	COMMON TOPSOIL BORROW	C Y	\$42.00	1670	0	\$0.00	1.5	\$63.00
64	2574.508	FERTILIZER TYPE 3	LB	\$1.00	530	0	\$0.00	5	\$5.00
65	2575.501	TURF ESTABLISHMENT	LS	\$21,000.00	1	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
66	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	\$1.50	1200	0	\$0.00	0	\$0.00
67	2575.504	SODDING TYPE LAWN	S Y	\$8.25	4370	0	\$0.00	0	\$0.00
68	2575.504	RAPID STABILIZATION METHOD 4	S Y	\$1.20	1500	0	\$0.00	0	\$0.00
69	2575.505	SEEDING	ACRE	\$5,000.00	0.86	0	\$0.00	0	\$0.00
70	2575.508	SEED MIXTURE 22-111	LB	\$4.00	60	0	\$0.00	15	\$60.00
71	2575.508	SEED MIXTURE 25-151	LB	\$3.00	130	0	\$0.00	0	\$0.00
72	2575.508	HYDRAULIC MULCH MATRIX	LB	\$0.50	4280	0	\$0.00	120	\$60.00
73	2575.523	WATER	MGAL	\$40.00	105	0	\$0.00	0	\$0.00
74	2582.503	10" SOLID LINE MULTI COMP (WR)	L F	\$20.00	544	0	\$0.00	0	\$0.00
75	2021.501	MOBILIZATION	LS	\$32,000.00	1	0	\$0.00	0	\$0.00
76	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$500.00	8	0	\$0.00	0	\$0.00
77	2104.502	REMOVE CASTING	EACH	\$50.00	2	0	\$0.00	0	\$0.00
78	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$25.00	564	10	\$250.00	26	\$650.00
79	2104.603	ABANDON STORM SEWER	L F	\$15.00	560	0	\$0.00	0	\$0.00
80	2501.502	12" RC PIPE APRON	EACH	\$1,800.00	2	0	\$0.00	0	\$0.00
81	2501.502	15" RC PIPE APRON	EACH	\$1,900.00	2	0	\$0.00	0	\$0.00
82	2501.502	18" RC PIPE APRON	EACH	\$2,800.00	1	1	\$2,800.00	1	\$2,800.00
83	2501.502	21" RC PIPE APRON	EACH	\$3,300.00	1	0	\$0.00	0	\$0.00
84	2501.502	12" CS PIPE APRON	EACH	\$600.00	5	0	\$0.00	0	\$0.00
85	2502.503	4" PERF PE PIPE DRAIN	L F	\$15.00	398	0	\$0.00	0	\$0.00
86	2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH	\$600.00	8	0	\$0.00	0	\$0.00
87	2503.503	12" DUCTILE IRON PIPE SEWER	L F	\$105.00	228	0	\$0.00	0	\$0.00
88	2503.503	16" DUCTILE IRON PIPE SEWER	L F	\$250.00	28	0	\$0.00	0	\$0.00
89	2503.503	12" RC PIPE SEWER CLASS V	L F	\$90.00	399	0	\$0.00	0	\$0.00
90	2503.503	15" RC PIPE SEWER CLASS V	L F	\$98.00	581	425	\$41,650.00	425	\$41,650.00



Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
91	2503.503	18" RC PIPE SEWER CLASS V	L F	\$105.00	233	233	\$24,465.00	233	\$24,465.00
92	2503.503	21" RC PIPE SEWER CLASS III	L F	\$125.00	53	0	\$0.00	0	\$0.00
93	2503.603	15" HDPE PIPE SEWER	L F	\$70.00	22	0	\$0.00	0	\$0.00
94	2503.603	12" PVC PIPE SEWER SDR 26	L F	\$75.00	349	0	\$0.00	0	\$0.00
95	2506.502	CASTING ASSEMBLY	EACH	\$1,000.00	22	0	\$0.00	0	\$0.00
96	2506.502	ADJUST FRAME & RING CASTING	EACH	\$450.00	1	0	\$0.00	0	\$0.00
97	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$29,000.00	1	0	\$0.00	0	\$0.00
98	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$700.00	85	17.5	\$12,250.00	17.5	\$12,250.00
99	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC (2'X3')	EACH	\$3,500.00	3	0	\$0.00	0	\$0.00
100	2506.602	CHIMNEY SEAL	EACH	\$250.00	22	0	\$0.00	0	\$0.00
101	2511.507	RANDOM RIPRAP CLASS III	C Y	\$150.00	50	8.1	\$1,215.00	8.1	\$1,215.00
102	2021.501	MOBILIZATION	LS	\$79,000.00	1	0	\$0.00	0	\$0.00
103	2104.502	REMOVE MANHOLE	EACH	\$500.00	11	0	\$0.00	0	\$0.00
104	2104.502	REMOVE CASTING	EACH	\$125.00	28	0	\$0.00	0	\$0.00
105	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	\$2.00	1650	25	\$50.00	25	\$50.00
106	2104.503	REMOVE SANITARY SERVICE PIPE	L F	\$2.00	190	4	\$8.00	4	\$8.00
107	2503.503	12" RC PIPE SEWER CLASS V	L F	\$330.00	7	0	\$0.00	0	\$0.00
108	2503.601	SANITARY SEWER BYPASS PUMPING	L S	\$20,000.00	1	0	\$0.00	0	\$0.00
109	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$1,500.00	8	0	\$0.00	0	\$0.00
110	2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	\$10.00	11	0	\$0.00	0	\$0.00
111	2503.602	8"X4" PVC WYE	EACH	\$3,000.00	11	1	\$3,000.00	1	\$3,000.00
112	2503.602	4" CLEAN-OUT ASSEMBLY	EACH	\$1,500.00	30	0	\$0.00	0	\$0.00
113	2503.602	LINING SEWER PIPE LATERAL	EACH	\$3,400.00	75	0	\$0.00	0	\$0.00
114	2503.602	TELEWISE SANITARY SEWER SERVICE	EACH	\$500.00	75	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
115	2503.603	LINING SEWER PIPE LATERAL	L F	\$26.00	740	0	\$0.00	0	\$0.00
116	2503.603	TELEWISE SANITARY SEWER	L F	\$2.00	5540	0	\$0.00	0	\$0.00
117	2503.603	4" PVC PIPE SEWER SDR 26	L F	\$32.00	700	13	\$416.00	13	\$416.00
118	2503.603	8" PVC PIPE SEWER SDR 35	L F	\$100.00	1110	55	\$5,500.00	55	\$5,500.00
119	2503.603	12" PVC PIPE SEWER SDR 35	L F	\$130.00	40	0	\$0.00	0	\$0.00
120	2503.603	LINING SEWER PIPE 8"	L F	\$74.00	2950	0	\$0.00	0	\$0.00
121	2503.603	LINING SEWER PIPE 9"	L F	\$74.00	2030	0	\$0.00	0	\$0.00
122	2503.603	LINING SEWER PIPE 12"	L F	\$79.00	570	0	\$0.00	0	\$0.00
123	2506.503	RECONSTRUCT DRAINAGE STRUCTURE	L F	\$1,000.00	16	0	\$0.00	0	\$0.00
124	2506.602	CASTING ASSEMBLY (SANITARY)	EACH	\$750.00	41	0	\$0.00	0	\$0.00
125	2506.602	ADJUST FRAME & RING CASTING	EACH	\$450.00	1	0	\$0.00	0	\$0.00
126	2506.602	CHIMNEY SEAL	EACH	\$250.00	41	0	\$0.00	0	\$0.00
127	2506.603	CONSTRUCT 48" DIA SANITARY MANHOLE	L F	\$750.00	96	0	\$0.00	0	\$0.00
128	2506.603	MULTI-LAYER POLYMERIC SPRAY LINING REHABILITATION	L F	\$605.00	307	0	\$0.00	0	\$0.00
129	2506.603	RECONSTRUCT MANHOLE BENCH	EACH	\$1,750.00	1	0	\$0.00	0	\$0.00
130	2021.501	MOBILIZATION	LS	\$3,000.00	1	0.4	\$1,200.00	0.65	\$1,950.00
131	2104.502	REMOVE GATE VALVE & BOX	EACH	\$75.00	16	6	\$450.00	7	\$525.00
132	2104.502	REMOVE HYDRANT	EACH	\$125.00	14	6	\$750.00	7	\$875.00
133	2104.503	REMOVE WATER MAIN	L F	\$2.00	3034	173	\$346.00	379.3	\$758.60
134	2104.602	REMOVE WATER SERVICE AND CURB BOX	EACH	\$25.00	71	30	\$750.00	37	\$925.00
135	2503.602	POST BURST SANITARY SEWER VERIFICATION	EACH	\$750.00	20	0	\$0.00	0	\$0.00
136	2504.601	TEMPORARY WATER SERVICE	LS	\$80,000.00	1	0.25	\$20,000.00	0.8	\$64,000.00
137	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$3,000.00	5	1	\$3,000.00	4	\$12,000.00
138	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$500.00	71	30	\$15,000.00	37	\$18,500.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
139	2504.602	1.5" CORPORATION STOP	EACH	\$3,000.00	70	30	\$90,000.00	37	\$111,000.00
140	2504.602	2" CORPORATION STOP	EACH	\$3,500.00	1	0	\$0.00	0	\$0.00
141	2504.602	1.5" CURB STOP & BOX	EACH	\$1,000.00	70	32	\$32,000.00	39	\$39,000.00
142	2504.602	2" CURB STOP & BOX	EACH	\$1,300.00	1	0	\$0.00	0	\$0.00
143	2504.602	HYDRANT	EACH	\$7,000.00	13	7	\$49,000.00	8	\$56,000.00
144	2504.602	6" GATE VALVE & BOX	EACH	\$2,500.00	13	7	\$17,500.00	8	\$20,000.00
145	2504.602	8" GATE VALVE & BOX	EACH	\$3,500.00	17	7	\$24,500.00	11	\$38,500.00
146	2504.603	1.5" TYPE PE PIPE	L F	\$8.00	1499	612	\$4,896.00	822	\$6,576.00
147	2504.603	WATER SERVICE (DIRECTIONAL DRILLED) (1.5" TYPE PE)	L F	\$75.00	228	250	\$18,750.00	250	\$18,750.00
148	2504.603	2" TYPE PE PIPE	L F	\$70.00	31	0	\$0.00	0	\$0.00
149	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$105.00	216	-267.5	(\$28,087.50)	-89	(\$9,345.00)
150	2504.603	8" PVC WATERMAIN	L F	\$75.00	2901	191	\$14,325.00	447.9	\$33,592.50
151	2504.603	8" PVC WATER MAIN (PIPE BURSTING)	L F	\$180.00	3726	966	\$173,880.00	2134	\$384,120.00
152	2504.603	8" PVC WATERMAIN (DIRECTIONAL DRILLED)	L F	\$87.00	1779	1472	\$128,064.00	3294	\$286,578.00
153	2504.604	4" POLYSTYRENE INSULATION	S Y	\$60.00	150	14.6	\$876.00	14.6	\$876.00
154	2504.608	DUCTILE IRON FITTINGS	LB	\$12.60	3770	1700	\$21,420.00	2424	\$30,542.40
155	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	LS	\$50,000.00	1	0	\$0.00	0	\$0.00
156	2504.601	IRRIGATION SYSTEM REPAIR	LS	\$10,000.00	1	0	\$0.00	0	\$0.00
<b>Bid Totals:</b>							<b>\$837,294.55</b>	<b>\$1,486,750.80</b>	

Project Category Totals		
Category	Amount This Voucher	Amount To Date
SCHEDULE A. SURFACE IMPROVEMENTS	\$157,071.05	\$279,023.30
SCHEDULE B. STORM SEWER IMPROVEMENTS	\$82,630.00	\$83,030.00
SCHEDULE C. SANITARY SEWER IMPROVEMENTS	\$8,974.00	\$8,974.00
SCHEDULE D. WATER MAIN IMPROVEMENTS	\$588,619.50	\$1,115,723.50
SCHEDULE E. PROVISIONAL ITEMS	\$0.00	\$0.00

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
<b>Contract Change Totals:</b>											

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining



August 20, 2024

Mr. Dan Tolsma  
City Administrator  
City of Tonka Bay  
4901 Manitou Road  
Tonka Bay, MN 55331

Re: Construction Pay Voucher No. 3  
2024 Street & Utility Improvement Project  
City of Tonka Bay, MN  
WSB Project No. 023718-000

Dear Mr. Tolsma:

Please find enclosed Construction Pay Voucher No. 3 in the amount of \$795,429.82 for the above-referenced project. The quantities completed to date have been reviewed and agreed upon by the contractor, and we hereby recommend that the City of Tonka Bay approve Construction Pay Voucher No. 3 in the amount of \$795,429.82 for Geislinger & Sons, Inc.

Once processed, please keep one copy for your records and return two copies to our office, one for the contractor and one for our files.

As of the last invoices and this pay voucher, the project budget summary is below.

Item	Budget	Project to Date (Last Invoices)
Design Services (Closed)	\$279,498.00	\$279,498.00
Construction Services	\$774,701.00	\$136,638.42
Construction	\$6,490,008.00	\$1,412,413.26
Contingency	\$324,500.40	\$0.00
<b>Total</b>	<b>\$7,868,707.40</b>	<b>\$1,828,549.68</b>

I will be in attendance at the August 20, 2024 Council meeting. If you have any questions or comments prior to then, please contact me at 952.210.8280. Thank you.

Sincerely,

WSB

John Bradford, PE  
Sr. Project Manager

srb

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

**THREE RIVERS PARK DISTRICT  
AND  
CITY OF TONKA BAY  
LAKE MINNETONKA REGIONAL TRAIL  
MANITOU PARK TRAILHEAD COOPERATIVE AGREEMENT**

This agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between Three Rivers Park District, a political subdivision of the State of Minnesota (the "Park District"), and the City of Tonka Bay, a Minnesota municipal corporation (the "City"). The Park District and the City may hereinafter be referred to collectively as the "Parties" or individually as a "Party."

**WHEREAS**, the Park District is a political subdivision of the State of Minnesota authorized by statute to acquire, establish, operate and maintain park facilities and regional trail systems; and

**WHEREAS**, the Park District operates the Lake Minnetonka Regional Trail through the City; and

**WHEREAS**, the Lake Minnetonka Regional Trail currently lacks trailhead facilities that support an enhanced trail user experience; and

**WHEREAS**, the City owns lands suitable for Lake Minnetonka Regional Trail trailhead establishment at Manitou Park; and

**WHEREAS**, the Park District and the City are interested in cooperating in designating six (6) parking stalls on City's property for regional trail use and development of an access trail connection through Manitou Park from the parking area to the Lake Minnetonka Regional Trail.

**NOW THEREFORE**, in consideration of the mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Park District and the City agree as follows:

1. **Designation of Trailhead.** Subject to the terms and conditions of this Agreement, the City hereby grants the Park District the right to utilize City owned land within Manitou Park for regional trailhead parking, regional trail access, and regional trail wayfinding (kiosk) improvements.
2. **Design and Development.** The City and Park District have developed design plans for regional trailhead parking, regional trail access, and regional trail wayfinding improvements at Manitou Park (Exhibit A). City agrees to lead development of the trailhead, access trail, and wayfinding signage concrete pad. Park District agrees to lead development of the wayfinding signage improvements.
3. **Maintenance:** The City shall be responsible for all routine and preventative maintenance, repair and replacement of the pavement and markings and

the trailhead and access trail within Manitou Park at its own expense, including snow removal, to ensure the pavement remains in safe, good working order and open for public use.

The Park District shall be responsible for maintaining the wayfinding improvements.

4. **Funding.** The Park District shall reimburse the City for all actual costs associated with development of the trailhead and access trail, not to exceed \$100,000. City staff expenses are not eligible for reimbursement. Reimbursement will occur in 2025 upon completion of the project and inspection by Park District staff.
5. **Indemnification.** Each Party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law. Each Party agrees to indemnify, defend and hold harmless the other Party, its agents, employees and officers from any loss, liability, cost, damage and claim arising from any negligent or wrongful act or omission on the part of the indemnifying Party, its officers, employees, agents or representatives and asserted by a third party with respect to the indemnifying Party's obligations under this Agreement related to the design, construction, use, occupancy, development, operation, maintenance and repair of the trailhead, including any attorney fees and expenses incurred in defending any such claim. The Party seeking to be indemnified and defended shall provide timely notice to the other Party when a claim is brought. The Party undertaking the defense shall retain all rights and defenses available to the Party indemnified. Nothing herein shall change or otherwise affect any limits on or exclusions from liability available to either Party under Minnesota Statutes, chapter 466 or other law. As provided in Minnesota Statutes, section 471.59, subdivision 1a, the Parties shall be considered a single governmental unit for the purposes of determining total liability and such total liability shall not exceed the total limits on governmental liability of a single governmental unit under Minnesota Statutes, section 466.04, subdivision 1.
6. **Successor and Assigns.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, that the Parties shall not have the right to assign rights, obligations and interests in or under this Agreement to any other party without the prior written consent of the other Party hereto.
7. **Amendment, Modification or Waiver.** No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing and signed by the Parties, or their duly authorized representatives. Any waiver by either Party shall be effective only with respect to the subject matter thereof and the particular occurrence described therein, and shall not affect the rights of either Party with respect to any similar or dissimilar occurrences in the future.
8. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and no right or remedy at law or in equity which either Party hereto might otherwise have by virtue of a default under this Agreement nor the exercise of any such right or remedy by either Party will impair such Party's standing to exercise any other right or remedy.

9. **Saving Provision.** If any provision of this Agreement shall be found invalid or unenforceable with respect to any entity or in any jurisdiction, remaining provisions of the Agreement shall not be affected thereby, and such provisions found to be unlawful or unenforceable shall not be affected as to their enforcement or lawfulness as to any other entity or in any other jurisdiction, and to such extent the terms and provisions of this Agreement are intended to be severable.
10. **Termination.** This Agreement may be terminated by the Park District or the City by mutual agreement or as otherwise provided in this Agreement. This Agreement shall be terminable by either Party upon material breach by the other Party that is not cured within ten (10) days after written notice of such breach by the non-breaching Party. The provisions of Section 5 survive termination with respect to claims set that arise from actions or occurrences that occurred prior to termination.
11. **Term.** This Agreement is valid and binding between the Parties in perpetuity. The City may terminate the Agreement in the event that the Lake Minnetonka Regional Trail ceases operation for a period exceeding one (1) year.
12. **Notices.** Any notices to be provided pursuant to the terms of this Agreement shall be in writing and shall be given by personal delivery or by express courier or by deposit in U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed to the Park District or the City at the addresses set forth below or at such other address as either Party may designate in writing. The date notice is given shall be the date on which the notice is delivered, if notice is given by personal delivery, or the date notice is set by express courier or U.S. Mail if otherwise.

If to the Park District:

Superintendent  
Three Rivers Park District  
c/o Legal Counsel  
3000 Xenium Lane North  
Plymouth, MN 55441

If to the City:

City Administrator  
City of Tonka Bay  
5755 Country Club Road  
Shorewood, MN 55331



**IN WITNESS WHEREOF**, each party to this Agreement has caused it to be executed on the date indicated below.

**CITY OF Tonka Bay,**  
A Minnesota municipal corporation

\_\_\_\_\_ Date \_\_\_\_\_, 2024  
Its Mayor

\_\_\_\_\_ Date \_\_\_\_\_, 2024  
Its City Administrator

**THREE RIVERS PARK DISTRICT,**  
A public corporation and political subdivision of the State of

\_\_\_\_\_ Date \_\_\_\_\_, 2024  
Board Chair

\_\_\_\_\_ Date \_\_\_\_\_, 2024  
Superintendent and Secretary to the Board

This instrument was drafted by:  
Eric Quiring, General Counsel  
Three Rivers Park District  
3000 Xenium Lane No.  
Plymouth, MN 55441



# HENNEPIN COUNTY

## MINNESOTA

## Memo

**To:** City Managers, City Administrators, City Clerks, Finance Directors

**From:** Joshua Hoogland, Hennepin County Assessor *JH*

**Date:** 6/12/2024

**Re:** Duties and responsibilities of assessors

### [Duties and responsibilities performed by the Hennepin County Assessor's Office](#)

When choosing the county assessor to perform these functions, a lead appraiser is assigned to the city for day-to-day duties and response to taxpayers and city officials. Duties and responsibilities when choosing the county assessor's office to perform assessing services are listed below.

- Actually view all real and personal property within a 5 year period, as required by law.
- Review and appropriately value all new construction, additions, and renovation each year.
- Adjust estimated market values on those properties not physically inspected as deemed necessary per sales ratio analysis.
- Analyze sales, revalue all properties each year in accordance with the real estate market and prepare the initial assessment roll.
- Print and mail valuation notices.
- Respond to taxpayers regarding assessment or appraisal problems or inquiries in a timely fashion.
- Serve as an assessment resource to taxpayers and city officials.



- Conduct valuation reviews prior to Board of Review or Open Book Meetings, as deemed relevant by the City – approximate dates: March 1 through May 15.
- Attend Board of Review or conduct Open Book Meeting. Prepare all necessary review appraisals. Approximate dates: April 1 – May 31.
- Maintain an updated property file – current values, classification data and characteristic data.
- Prepare divisions and combinations as required by plats or other parcel changes.
- Administer the abatement process pursuant to Minn. Stat. §375.192.
- Prepare appraisals; defend and/or negotiate all Tax Court cases.
- Provide all computer hardware and software applications necessary to complete contracted services.
- Process all homestead and special program applications.

#### Contact

Hennepin County Assessor

Joshua Hoogland

(612) 348-8853

[joshua.hoogland@hennepin.us](mailto:joshua.hoogland@hennepin.us)

## JOINT POWERS AGREEMENT FOR ASSESSMENT SERVICES

**THIS JOINT POWERS AGREEMENT (“Agreement”)** is made and entered into by and between the County of Hennepin, a body politic and corporate under the laws of the State of Minnesota (the “County”), and City of Tonka Bay (the “City”).

### RECITALS

1. WHEREAS, Pursuant to Minn. Stat. § 471.59, subdivision 1, the parties to this Agreement agree to exercise certain powers on behalf of the other or to cooperate with respect to their powers, to the extent and according to the terms provided herein;
2. WHEREAS, Minnesota Statutes Section 273.072 authorizes the County and any city or town lying wholly or partially within the County of Hennepin and constituting a separate assessment district to enter into an agreement, pursuant to Minnesota Statutes Section 471.59, for the provision of assessment services in the city or town by the county assessor;
3. WHEREAS, the City lies wholly or partially within the County of Hennepin and constitutes a separate assessment district;
4. WHEREAS, the City desires the County to perform property tax assessments on behalf of the City;
5. WHEREAS, the City is willing to share all information, records, data, reports, etc., necessary to allow the County to carry out its responsibilities under this agreement;
6. WHEREAS, the County is willing to cooperate with the City by completing property tax assessments in a proper manner; and

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

### AGREEMENT

1. **Recitals.** The foregoing recitals are incorporated in this Agreement.
2. **Purpose.** This Agreement describes the duties and responsibilities of each of the parties related to the provision of assessment services to the City by the County.
3. **Indefinite Term.** This Agreement shall become effective on the Effective Date and shall, unless otherwise terminated in accordance with the provisions hereof, continue in effect for an indefinite term of years.
4. **Termination.** This Agreement may be terminated by either party, with or without cause, upon ninety (90) days’ written notice.

**5. County Responsibilities.**

5.1 The County shall perform property assessments for the City in accordance with property assessment procedures and practices established and observed by the County, the validity and reasonableness of which are hereby acknowledged and approved by the City. Any such practices and procedures may be changed from time to time, by the County in its sole judgment, when good and efficient assessment procedures so require. Property assessments by the County shall be composed of those assessment services pursuant to Minnesota Law.

**6. City Responsibilities:**

6.1 The City shall provide to the County, at no cost, all information, records, data, reports, etc., necessary to allow the County to carry out its responsibilities hereunder, and the City agrees to cooperate in good faith with the County in carrying out the work under this Agreement.

6.2 The City shall provide to the County, at no cost, office space, office furniture, and personnel required by the County, as specifically set forth in Exhibit A, attached hereto and made a part hereof by this reference.

7. **Non-Discrimination.** In accordance with Hennepin County Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, ex-offender status or national origin; and no person who is protected by applicable Federal or State laws, rules and regulations against discrimination shall be otherwise subjected to discrimination.

8. **Independent Contractor.** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting the City as the agent, representative or employee of the City for any purpose or in any manner whatsoever. Any and all personnel of City or other persons, while engaged in the performance of any activity under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the City, its officers, agents, City or employees shall in no way be the responsibility of the County, and City shall defend, indemnify and hold the County, its officials, officers, agents, employees and duly authorized volunteers harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including, without limitation, tenure

rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay and retirement benefits.

**9. Indemnification.**

9.1 City: The City agrees that it will defend, indemnify and hold the County, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the City, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The City's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

9.2 County: The County agrees that it will defend, indemnify and hold the City, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the County, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The County's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

**10. Limitation of Liability.** The County shall endeavor to perform all services called for herein in an efficient manner. The sole and exclusive remedy for any breach of this Agreement by the County and for County's liability of any kind whatsoever, including but not limited to liability arising out of, resulting from or in any manner related to contract, tort, warranty, statute or otherwise, shall be limited to correcting diligently any deficiency in said services as is reasonably possible under the pertinent circumstances.

**11. Dispute Resolution.** The parties will use a dispute resolution process for any unresolved dispute between the parties before exercising any legal remedies. The dispute resolution process is a three-level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. At each level of the dispute resolution process, the parties' representatives will meet and explore resolution until either party determines that effective resolution is not possible at the current level and notifies the other party that the process is elevated to the next level. The parties designate the following dispute resolution representatives: *County Assessor, Assistant County Administrator Resident Services, County Administrator.*

The parties will complete the dispute resolution process in good faith before resorting to any other legal process or remedy.

- 12. Force Majeure.** If a force majeure event occurs, neither party is responsible for a failure to perform or a delay in performance due to the force majeure event. A force majeure event is an event beyond a party's reasonable control, such as unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.
- 13. Records.** All records kept by the County and Council with respect to the Combined Project are subject to examination by representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the County and Council under this Agreement are governed by Minnesota Statutes, Chapter 13 ("Act"), and the Minnesota Rules implementing the Act.
- 14. Audit.** Under Minnesota Statutes, Section 16C.05, subdivision 5, the parties agree that the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this Agreement.
- 15. Notice.** Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

TO CITY:                    City Administrator  
City of Tonka Bay  
4901 Manitou Road  
Tonka Bay, MN 55331

TO COUNTY:                Hennepin County Administrator  
2300A Government Center  
Minneapolis, MN 55487

copies to:                    County Assessor  
Hennepin County  
2103A Government Center  
Minneapolis, MN 55487

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

- 16. Amendment.** Any modifications to this Agreement will be in writing as a formal amendment.



17. **Entire Agreement.** This Agreement is the entire agreement between the parties and supersedes all oral agreements and negotiations between the parties relating to this Agreement. All exhibits and attachments to this Agreement are incorporated into the Agreement. If there is a conflict between the terms of this Agreement and any of the exhibits the Agreement governs.
18. **Severability.** The provisions of this Agreement are severable. If a court finds any part of this Agreement void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement. A waiver by a party of any part of this Agreement is not a waiver of any other part of the Agreement or of a future breach of the Agreement.
19. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which when taken together shall comprise one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or electronic transmission (e.g., 'pdf' or 'tif') shall be effective as delivery of a manually executed counterpart of this Agreement.
20. **Effective Date.** This Agreement will be effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). Each party is signing this Agreement on the date stated below that party's signature.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**COUNTY BOARD AUTHORIZATION**

Reviewed by the County Attorney's  
Office

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

\_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Chair of Its County Board

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Deputy/Clerk of County Board

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Assistant County Administrator  
- Residential Services

Date:

\_\_\_\_\_  
**Recommended for Approval**

By: \_\_\_\_\_  
County Assessor/Director,  
County Assessor Department

**[INSERT CITY SIGNATURE BLOCKS]**

**EXHIBIT A**  
**(Assessment Services – City of Tonka Bay)**

During the contract term, the City shall:

1. The CITY agrees to furnish, without charge, secured office space as needed by the COUNTY at appropriate places in the CITY's offices. Such office space shall be sufficient in size to accommodate reasonably one (1) appraiser and any furniture placed therein. The office space shall be available for the COUNTY's use upon request during typical business hours, and during all such hours the COUNTY shall be provided with levels of heat, air conditioning and ventilation as are appropriate for the seasons.



August 20, 2024

Mr. Dan Tolsma  
City of Tonka Bay  
Via Email

Re: Amendment to the Supplemental Agreement to Provide Professional Services for the Manitou Road Watermain Improvements

Dear Dan,

In June 2023, Council approved a Supplemental Agreement to provide construction services on the Manitou Watermain Improvements project. The not to exceed fee for these services was based on providing full time inspection and contract administration services for approximately 6 months from June 2023 through November 2023.

As you are aware, poor soil conditions caused construction to be substantially slower than anyone anticipated. Construction has continued for nearly 5 months longer than our agreement stipulated. Despite this, we are currently below the maximum fee allowed, however, we will not be able to complete the construction services and remain below the not-to-exceed amount.

The work remaining on the construction project includes 7 water services, pavement patching and surface restoration. The scope of work from our professional services agreement includes:

- Construction Administration
- Construction Observation
- As-Built Record Drawings and GIS database updates

We are requesting the City approve an increase to the not-to-exceed amount by \$40,000. A breakdown of the services is below:

Project Management	\$5,000
Contract Administration	\$5,000
Construction Observation	\$15,000
Construction Materials Testing	\$5,000
As-Built Drawings	\$12,000
Archeological Monitoring	\$5,000
<b>Total</b>	<b>\$47,000</b>
<b>Remaining Budget</b>	<b>\$7,000</b>
<b>Request</b>	<b>\$40,000</b>

Including this change, the project will still be completed under budget. Through our efficiency and early recognition of the construction schedule lengthening, the 80% increase in construction duration has resulted in only a 9.5% request to increase our construction services contract.

Thank you for considering our request. We look forward to your favorable review and working with the City of Tonka Bay on this project. If you have any questions or concerns, please contact me at 952-210-8280.

Sincerely,

**WSB**

John R Bradford, PE  
City Engineer

Morgan Dawley, PE  
Sr. Director, Municipal

Accepted By: \_\_\_\_\_ .



RECEIVED  
AUG 05 2024  
Tonka Bay

July 26, 2024

Mayor Adam Jennings  
4901 Manitou Rd  
Tonka Bay, MN 55331-9561

Representative Andrew Myers, who represents your city at the state legislature, has been selected as a League of Minnesota Cities Legislator of Distinction for 2024. The League's Board of Directors recognized a total of 25 legislators this year, including 16 House members and 9 Senate members, for their actions and leadership on a wide variety of legislative issues of importance to cities across our state. **The enclosed letter describes the specific reasons your legislator was chosen for this recognition.** A copy of this letter, and printed certificate, has been sent to your legislator as well.

Please share this recognition with your city council and the public at your next council meeting. We also encourage you to share this information with your local newspaper. Publicly acknowledging legislators for their support of city-friendly legislation helps to continue strengthening the partnership between state and local government officials in Minnesota.

If you have any questions, please feel free to contact Ted Bengtson, IGR Coordinator at the League of Minnesota Cities at [tbengtson@lmc.org](mailto:tbengtson@lmc.org), (651) 281-1242. To read the complete list of all 25 legislators who received this designation, see the *Cities Bulletin* article online at [www.lmc.org/lod](http://www.lmc.org/lod).

Thank you, in advance, for your consideration and your support of the League's Legislators of Distinction recognition program.

Enclosure

## RENTAL WATERCRAFT CODE PUBLIC HEARING

Notice is hereby given, that the Lake Minnetonka Conservation District (LMCD) will hold a public hearing to consider amending **ARTICLE 7, WATERCRAFT FOR HIRE, RENTAL, AND LIQUOR LICENSING** on August 28th, 2024 at 7:00 pm at Wayzata City Hall, 600 Rice Street E, Wayzata, MN 55391. All interest persons will be given an opportunity to comment. Details are available at the LMCD Office, 5341 Maywood Road, Suite 200, Mound, MN 55364 or by calling (952)-745-0789.

**ARTICLE 7  
WATERCRAFT FOR HIRE, RENTAL, AND LIQUOR LICENSING**

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**CHAPTER 1  
WATERCRAFT FOR HIRE**

**7-1.01. ~~License Required~~Certificate of Registration.**

Subd. 1. Required. No person shall operate or offer to operate a watercraft for hire on the Lake without first obtaining a ~~certificate of registration~~license from the LMCD.



Subd. 2. Obtaining a LicenseCertificate. Applications for a license eertificate-of registration to operate a watercraft for hire on the Lake shall be submitted and processed as provided in Section 6-5.13.

Subd. 3. Renewals. A renewal license eertificate-of registration is required for each year of operation and must be obtained by March 1<sup>st</sup> of each year.

**7-1.03. Watercraft Registration with State or Coast Guard.** Prior to obtaining a license from the LMCD, Aa all watercraft for hire or charter shall be registered with the state of Minnesota as “For Hire” or be United States Coast Guard Documented for Commercial Use. The license number shall be affixed to the hull with a valid registration sticker. The United States Coast Guard Documentation number must be affixed on a main bulkhead or structural member of the watercraft. The full name of the watercraft must be displayed on the hull, either the stern or on the port and starboard sides of the watercraft.

**7-1.05. Required Equipment.** When a watercraft is in use and carrying passengers for hire, the equipment identified in this Section must be on board and be in a serviceable condition.

Subd. 1. Fire Extinguishers. Fire extinguishers shall be of a number and type that meets the requirements of the Minnesota DNR and, in addition, each such watercraft shall have installed a fixed fire extinguishing system to protect the engine room(s) on all watercraft using gasoline or other fuel having a flash point of 110 degrees F or lower; provided, however, that where the engine room(s) are so open to the atmosphere to make the use of a fixed system ineffective, no such system will be required. The system shall have the appropriate number of pounds of chemical for the gross volume of space to be covered as specified in 46 CFR § 181.410.

Subd. 2. Bilge Pumps. The watercraft for hire must have one fixed bilge pump for each non-connected bilge compartment. The bilge pump shall be rated at 10 GPM or greater.

Subd. 3. Restrooms. Any watercraft licensed under this Chapter shall have functioning restrooms that operate, in accordance with and shall be are mechanically configured, in accordance with LMCD’s then-current requirements for restrooms on a watercraft for hire or charter. LMCD’s policy may require that applicant pass an inspection of the restrooms be subject to inspection.

Subd. ~~43~~. Personal Floatation Devices.

- (a) Number. All watercraft for hire must carry on board one Coast Guard Approved Type 1 adult personal floatation device for each person permitted to be carried on the watercraft, including the crew. In addition, unless children are never to be carried, the watercraft must carry a number of personal floatation devices suitable for children equal to 10 percent of the total number of persons permitted to be carried, or one for each child, whichever is greater;
- (b) Labeling and Reflectivity. All Type 1 PFD’s must be labeled with the vessel’s name or registration number and be in good and serviceable condition. All PFD’s

shall have 200 sq. cm. (31 sq. in) of retro-reflective material attached to the front side, 200 sq. cm. of retro-reflective material attached to the back side and on each of the reversible sides; and

(c) Distribution and Stowing. Life preservers shall be distributed through the upper part of the vessel in protected places convenient to the passengers on board. Life preservers for children shall be stowed separately. When life preservers are stowed so that they are not readily visible to passengers, the containers in which they are stowed shall be marked “LIFE PRESERVERS” and with the number contained therein, in at least ~~one inch~~one-inch letters and figures. This legend shall indicate if the stowage is for “ADULT” or “CHILDREN” life preservers.

~~(e) Restrooms. Any watercraft licensed under this Chapter shall have functioning restrooms that operate in accordance with and shall be mechanically configured in accordance with LMCD’s then current requirements for restrooms on a watercraft for hire or charter. LMCD’s policy may require that applicant pass an inspection of the restrooms.~~

Subd. 54. Ring Buoy/Life Buoy. All watercraft for hire must have one ring buoy. The ring buoy shall have 30 feet of line, retro-reflective tape on both sides, and the name of the watercraft on the buoy. The ring buoy must be mounted in an accessible area. The ring buoy shall be 20 inches or more in diameter for watercraft less than 26 feet. For watercraft over 26 feet, a 24 inch buoy is required. If the watercraft is operated during night time hours, buoys shall be fitted with a water activated or automatic light.

Subd. 65. First Aid Kit. All watercraft for hire must have a stocked first aid kit on board.

Subd. 76. Electrical. All watercraft for hire must have all batteries fastened down so as not to move in any direction more than one inch, and the entire battery shall be covered to eliminate sparking or arching.

Subd. 87. Communications. All watercraft for hire shall be required to have one of the following types of communications: VHF Marine Radio with Channels 16 and 6 and/or a cellular telephone.

**7-1.07. Number of Passengers Permitted.** The maximum number of passengers and crew permitted to be carried on a watercraft for hire shall be determined by the LMCD and/or the Sheriff and shall be stated on the inspection report. The maximum number of passengers and crew permitted on any vessel for hire of reasonable design and proportions may be determined by length of rail criteria, deck area criteria, or fixed seating criteria. A final test may be a stability test at the owner’s expense.

Subd. 1. Length of Rail Criteria. One passenger may be permitted for each 30 inches of rail space available to the passengers at the watercraft’s sides and across the transom with a minimum of 18 inches of open deck space.

Subd. 2. Deck Area Criteria. One passenger may be permitted for each 10 square feet of deck area available for the passengers' use. In computing such deck area, the areas occupied by the following shall be excluded:

- (a) Concession stands;
- (b) Toilets and washrooms;
- (c) Companionways, stairways, etc.;
- (d) Spaces occupied by and necessary for handling lifesaving equipment;
- (e) Spaces below deck which are unsuitable for passengers;
- (f) Pilot control area; and
- (g) Interior passageways less than 30 inches wide and passageways on the open deck less than 18 inches wide.

Subd. 3. Fixed Seating Criteria. One passenger may be permitted for each 18 inches of width of fixed seating provided.

Subd. 4. Stability. Notwithstanding the number of passengers permitted by any of the criteria described above, the maximum number may be further limited by stability.

#### **7-1.08 Authorized Ports of Call.**

Subd. 1. Designation. At the time of application for any license under this Chapter, the applicant shall designate specific docks, moorings, or other facilities at which passengers will be embarked and disembarked. Licenses granted by the Board by the Board-designated staff member LMCD will designate specific authorized ports of call, and no passengers, except law enforcement personnel or employees, may be embarked or disembarked except at either authorized ports of call or other locations at a frequency of no more than once each year at any one location.

Subd. 2. License Certificate. No ports of call shall be authorized by the by the Board-designated staff member Board LMCD without applicant first securing a certificate from the municipality within which such port of call lies stating that the activities to be conducted by the applicant at the port of call are in compliance with municipal zoning laws. No embarkation or disembarkation at other locations is authorized unless permission for such activity has been secured from appropriate officials of the municipality in which it occurs.

Subd. 3. Stopping, Mooring, Anchoring Prohibited. No watercraft for hire issued a license under this Chapter shall stop, moor, or anchor closer than 300 feet from shore except at authorized ports of call, or at any place in the Lake other than authorized ports of call after 6:00 p.m. for more than two hours.

Subd. 4. Additional Ports of Call. A licensee may request approval of additional ports of call upon written request to of the Executive Director a Board designated staff member the LMCD, and consideration by the Board which may grant or deny approval for additional ports of call, or grant approval with conditions in the same manner as in action on an application for a new license. No public hearing is required for an existing licensee who is applying to add additional ports of call.

**7-1.09. Operational Rules.** The following rules shall apply to watercraft issued a ~~certificate of registration license~~ under this Chapter and failure to comply with any of these rules is a violation of this Code and may result in the revocation of the ~~certificate of registration license~~.

Subd. 1. Pilots. A person under the age of 18 may not operate the watercraft. All pilots must have a current and valid State of Minnesota pilots' license. During such time as any watercraft for hire or charter is carrying a passenger, such vessel shall have at least one additional crew member on board and such additional crew member shall be qualified to legally operate a watercraft in the State of Minnesota.

Subd. 2. Major Repairs and Alterations. No major repairs or alterations affecting the safety of the watercraft or passengers with regard to the hull, super structure, machinery, or equipment shall be made without the knowledge and approval of the Sheriff's water patrol. Proposed alterations shall be approved by the Sheriff's water patrol before any work is started. Drawings, sketches, or written specifications describing the alterations in detail may be required. Drawings will not be required for repairs in kind.

Subd. 3. Mandatory Training. Each year LMCD staff will conduct one or more training sessions for applicants for new or renewal licenses. Training shall be given in LMCD code, state laws and local ordinances relating to the operation of watercraft for hire. No new or renewal license shall be granted to an applicant who has not attended a training session for that license year, either personally or by authorized representative.

Subd. 4. Inspections. Every licensee shall allow any peace officer, health officer, or properly designated officer or employee of the LMCD, Hennepin County, or the State of Minnesota to enter, inspect, and search the premises watercraft and mooring area of the licensee during business hours without a warrant.

Subd. 5. Licensee's Responsibility. Every licensee is responsible for the conduct of its employees and invitees the licensee's place of business and the conditions of sobriety and order in it. The act of any employee on the watercraft is deemed the act of the licensee as well, and the licensee shall be liable to all penalties provided by this Code and the law equally with the employee License holders shall be responsible to ensure that operations and activities shall be so conducted as not to constitute a public nuisance under this Code.

Subd. ~~463~~. Prohibitions. No pilot of a watercraft holding a ~~license certificate~~ under this Chapter shall, while carrying passengers for hire, do any of the following:

- (a) Stop, moor, or anchor closer than 300 feet from shore except at authorized ports of call;
- (b) Stop, moor, or anchor at any place in the lake other than an authorized port of call ~~after 6:00 p.m.~~ for more than two hours;
- (c) Pass within 300 feet of the shoreline except at an authorized port of call or in channels having a width of less than 600 feet in which case such watercraft shall remain as nearly in the center as is consistent with good seamanship and the rules of the road;
- (d) Play any live or amplified music or amplified voice except in fully enclosed areas of the watercraft or in emergency situations; and
- ~~(e) Conduct operations and activities on the watercraft in such a way as to constitute a public nuisance on the watercraft or to interfere with the peaceful enjoyment of the Lake and of surrounding properties by riparian owners and by the public.~~
- ~~(f) No watercraft licensed under this chapter shall be stored at any time at a residential property or residential dock.~~
- ~~(g) No person shall allow the presence of, directly or indirectly deal in, sell, or keep for sale on any watercraft licensed under this Chapter any alcoholic beverages or intoxicating substances (including marijuana) without first obtaining a license to do so from the LMCD as provided in Chapter 3 of this Code. The presence of alcoholic beverages on a watercraft for hire shall be prima facie evidence of possession of alcoholic beverages for the purpose of sale.~~
- ~~(e) No person shall allow the presence of, directly or indirectly deal in, sell, or keep for sale on any watercraft licensed under this Chapter any food or beverages without first obtaining a license or permit and requisite inspections from the Minnesota Department of Health or any other entity requiring a license, permit or inspection.~~
- ~~(h)~~
- ~~(i) No watercraft shall contain a macerator pump and the human waste storage system shall be configured in accordance with Chapter XXXX. Watercraft equipped with a pump capable of pumping sewage or other wastes into the Lake, and/or human waste storage systems, shall be configured in accordance with the rules and regulations set forth in 11-1.01.~~

~~Subd. 47. Acts of Employees. The act of any employee on the watercraft is deemed the act of the certificate holder as well, and the certificate holder shall be liable to all penalties provided by this Code and the law equally with the employee.~~

Subd. 58. Hours of Operation. All watercraft carrying passengers for hire must disembark all customers, passengers, or patrons by 12:30 a.m. and must return to and be tied, moored, or secured for the night at its home port by 1:00 a.m.

**7-1.11. Watercraft Size Exception.** Watercraft issued a ~~certificate of registration~~ license may exceed the limitations on the size of watercraft set forth in 8-1.09, providing the following conditions are met:

- (a) The size of the watercraft may not exceed either 90 feet in length or 22 feet in width;
- (b) The watercraft may not have a rated capacity of over 149 passengers, excluding crew;
- (c) The watercraft must have twin engines and bow thrusters to ensure maneuverability of the watercraft;
- (d) Watercraft exceeding the size limits of Section 8-1.09 may only be operated on the Main Upper Lake and Main Lower Lake, except that such watercraft may be operated on other areas of the Lake either to store the watercraft at its home port or to pick up or drop off passengers at authorized ports of call; and
- ~~(e)~~ The watercraft shall be of a height that allows it to pass between the Main Upper Lake and Main Lower Lake under the Narrows Bridge between Lafayette Bay and Carman Bay.

**7-1.12. Exemption from Licensing Watercraft for Hire.** ~~Certain persons and Operators of watercraft for hire shall be exempt from the requirement of a watercraft for hire license if the operators meet all of the following requirements. A person or watercraft carrying passengers for hire shall not be required to obtain a watercraft for hire license if a person or watercraft meets the following requirements:~~

- ~~(a) A person or~~ The watercraft is carrying 6 or fewer passengers for hire., ~~and;~~
- ~~(b) A~~ The watercraft is 25 feet in length or less., ~~and;~~
- ~~(c) No passenger is loaded at any residential property or residential dock., and;~~
- ~~(d) No person shall directly or indirectly deal in, sell, or keep for sale on any watercraft carrying passengers any alcoholic beverages or intoxicating substances (including marijuana) without first obtaining a license to do so from the LMCD as provided in Chapter 3: Alcoholic Beverages and Licensing. No person shall provide or serve any liquids for the purpose of mixing with intoxicating liquor. A passenger for hire may bring and consume alcoholic beverages provided such person is of legal age.~~

- (e) No Licensee or person operating a watercraft for hire shall provide, directly or indirectly deal in, sell, or keep for sale on any watercraft carrying passengers for hire any food or beverages without first obtaining a license or permit and requisite inspections from the Minnesota Department of Health or any other entity requiring a license, permit or inspection, and; A passenger on a watercraft for hire that is exempt from licensing may bring and consume their own food and beverages.
- (f) Any person or watercraft carrying a passenger for hire has liability insurance that covers carrying passengers for hire, with the following minimum coverage: XXXXXX, and; must have a current liability insurance policy that covers carrying passengers for hire in accordance with current LMCD requirements.
- (g) The person or watercraft operator does not hold a watercraft-for-hire license for the exempt is not licensed as a watercraft for hire under this Code. Any person or vessel licensed as a watercraft for hire shall not qualify for any exemption to any watercraft for hire Code requirements at any time.

**CHAPTER 2**  
**ADULT USES ON A WATERCRAFT FOR HIRE**

**7-2.01. Statement of Intent.** It is declared to be the purpose and intent of this Chapter to protect the public health, safety, and welfare of the Lake communities by curtailing the dangers and potential criminal offenses associated with watercraft for hire featuring adult cabaret or exotic dancing. The Board has determined that adult cabarets and exotic dancing may be dangerous if performed on watercraft for hire and may lead to prostitution, sexually-transmitted diseases, drug and alcohol offenses, or other criminal activity. However, it is not the intent of this Chapter to inhibit the freedom of speech component of exotic dancing. Instead, this Chapter represents a balancing of competing interests: reduced dangerous or criminal activity through the regulation of exotic dancing versus the protected rights of exotic dancers and their patrons.

**7-2.03. Licensing.**

Subd. 1. Required. Adult cabaret or exotic dancing may only be performed on a watercraft for hire issued a ~~certificate of registration~~license under this Code and then only upon issuance of a license from the LMCD.

Subd. 2. Obtaining a License. Applications for a license to host an adult cabaret or exotic dancing on a watercraft for hire on the Lake shall be submitted and processed as provided in Section 6-5.15.

Subd. 3. Conditions. A watercraft for hire issued an adult entertainment license under Section 6-5.15 is subject to, in addition to the conditions expressly placed on the license, all of the following conditions:

- (a) Shall comply with the requirements in this Code for a watercraft for hire, all other applicable provisions of this Code, and any other federal, state, or local law, rule, regulation, and ordinance that may apply;
- (b) Is prohibited from also being licensed for the sale of alcohol under Article 7, Chapter 3;
- (c) Exotic dancing or adult cabaret performances may not be in any way visible or perceivable, including aurally, at any time from outside the watercraft;
- (d) Exotic dancing or adult cabaret may not in any way depict sexual activities;
- (e) Exotic dancing or adult cabaret may not involve display of less than completely and opaquely covered human genitals, female breast(s) below a point immediately above the top of the areola, buttocks, anus, pubic region or male genitals in a discernibly turgid state, even if completely and opaquely covered;
- (f) Exotic dancers and cabaret performers must be at least 21 years of age;



- (g) Patrons must be at least 21 years of age;
- (h) Exotic dancing may only be performed on a platform intended for that purpose which is raised at least two feet from the level of the floor. The platform must incorporate a padded safety rail that will prevent dancers or performers from falling from the platform in the event of windy or inclement boating conditions;
- (i) Exotic dancing shall not occur closer than 10 feet from any patron;
- (j) No exotic dancer or performer shall touch, fondle, or caress any patron and no patron shall touch, fondle, or caress any exotic dancer or performer;
- (k) No patron shall directly pay or give any gratuity to any exotic dancer or performer;
- (l) No licensed watercraft may dock at any location except the dock from which the watercraft originates, except in the case of emergency;
- (m) No person other than a law enforcement officer may board a licensed watercraft except from the dock from which the watercraft originates;
- (n) No exotic dancer or performer shall solicit any pay or gratuity from any patron;
- (o) Licensed watercraft may not have booths, stalls, partitioned portions of a room, or individual rooms, except:
  - (1) Restrooms are allowed as long as they are no larger than reasonably necessary to serve the purposes of a restroom, no other activities are provided or allowed in the rooms, and there are no chairs, benches, or reclining surfaces in the rooms; and
  - (2) Storage rooms and private offices are allowed, if the storage rooms and offices are used solely for running the business and no person other than the owner, manager, and employees is allowed in them;
- (p) The operator of the watercraft is responsible for the conduct of his or her place of business and the conditions of order in it. The act of an employee of the licensed watercraft is deemed the act of the operator as well, and the operator is liable for all penalties provided by this Chapter equally with the employee, except criminal penalties; and
- (q) The license issued under this Chapter must be posted in a conspicuous place in the portion of the watercraft used for exotic dancing or adult cabaret.

Subd. 4. Violations. Any person violating this Section or Section 6-5.15 shall be guilty of a misdemeanor.

**CHAPTER 3**  
**ALCOHOLIC BEVERAGES AND LICENSING**

**7-3.01. State Law.**

Subd. 1. Authority. The LMCD, pursuant to Minnesota Laws 1986, Chapter 437, has all of the powers of a municipality under Minnesota Statutes, chapter 340A to regulate liquor and issue liquor licenses on the Lake.

Subd. 2. State Law Adopted. The provisions of Minnesota Statutes, chapter 340A, relating to the definition of terms, licensing, consumption, sales, conditions of bonds of licensees, hours of sale, and all other matters pertaining to the retail sale, distribution, consumption, and display of alcoholic beverages are adopted and made a part of this Code as if set out in full.

Subd. 3. Intent. The LMCD recognizes that there are practical differences in the issuance of licenses and the regulation of alcoholic beverages on the Lake than in the typical on-land setting. These differences result in limits on the types of license available for issuance and those eligible to receive them. It is intent of the LMCD to remain as strict as the requirements of Minnesota Statutes, chapter 340A in the regulation of alcoholic beverages and the issuance of alcoholic beverage licenses. To the extent any provision in this Chapter may be less strict than a provision of Minnesota Statutes, chapter 340A, the stricter statutory requirement shall apply. The licenses issued under this Chapter do not authorize the sale of alcoholic beverages on land.

**7-3.03. License Required.**

Subd. 1. Sale of Alcoholic Beverages. No person shall directly or indirectly deal in, sell, or keep for sale on the Lake any alcoholic beverages without first obtaining a license to do so from the LMCD as provided in this Code. The presence of alcoholic beverages on a watercraft for hire shall be prima facie evidence of possession of alcoholic beverages for the purpose of sale. On-sale alcoholic beverage licenses shall be of three kinds: “on-sale liquor,” “on-sale wine,” and “on-sale 3.2 percent malt liquor” licenses. Sales under each of these on-sale licenses shall be for consumption on the watercraft for hire only. No person holding an on-sale liquor license or an on-sale 3.2 percent malt liquor license shall sell alcoholic beverages on Sundays without first obtaining a “Sunday sales” license from the LMCD.

Subd. 2. Consumption and Display of Alcoholic Beverages. A business establishment that does not hold an on-sale license under this Code shall not directly or indirectly allow the consumption and display of alcoholic beverages, or knowingly serve any liquid for the purpose of mixing with intoxicating liquor, without first having obtained a “consumption and display” permit from the LMCD as provided in this Code. The serving of any liquid on a watercraft for hire for the purpose of mixing with intoxicating liquors shall be prima facie evidence that intoxicating liquor is being permitted to be consumed and displayed.

Subd. 3. License and Permit Issuance. All licenses and permits provided for under this Chapter shall be submitted, processed, and acted on in accordance with Section 6-5.17.

### **7-3.05. License and Permit Types.**

Subd. 1. On-Sale Liquor Licenses. On-sale liquor licenses shall be issued only to authorized agents of a registered watercraft for hire that meets the requirements of Minnesota Statutes, chapter 340A. On-sale licenses shall only be issued to authorized agents of ~~registered~~ licensed watercraft for hire which provide food service and which have on-demand facilities to serve full meals as well as snacks to all of its patrons.

Subd. 2. On-Sale Wine Licenses. On-sale wine licenses shall be issued only to authorized agents of a ~~licensed~~registered watercraft for hire that has a restaurant for seating at least 25 guests at one time and shall permit only the sale of wine not exceeding 24 percent alcohol by volume, for consumption on the watercraft for hire only, in conjunction with the sale of food. The holder of an on-sale wine license may sell wine on Sundays without a Sunday sales license. A holder of an on-sale wine license who also holds an on-sale 3.2 percent malt liquor license, and whose gross receipts are at least 60 percent attributable to the sale of food, may sell intoxicating malt liquors on-sale without an additional license, except that sales on Sundays shall require a Sunday sales license. A person issued an on-sale liquor license shall not be required to obtain an on-sale wine license in order to sell wine on the watercraft for hire.

Subd. 3. On-Sale 3.2 percent Malt Liquor Licenses. On-sale 3.2 percent malt liquor licenses shall be issued only to authorized agents of ~~licensed~~registered watercraft for hire which meet the requirements of Minnesota Statutes, chapter 340A for restaurants, clubs or establishments and allows the sale of 3.2 percent malt liquor. A person issued an on-sale liquor license shall not be required to obtain an on-sale 3.2 percent malt liquor license in order to sell 3.2 percent malt liquor on the watercraft for hire.

Subd. 4. Consumption and Display Permits. Consumption and display permits shall be issued only to a business establishment that operates a ~~licensed~~registered watercraft for hire that does not hold an on-sale license. A consumption and display permit allows the business establishment to permit the consumption and display of alcoholic beverages on the watercraft for hire, but does not authorize the sale of alcoholic beverages.

Subd. 5. Sunday Sales License. A special license authorizing sales on Sunday in conjunction with the serving of food may be issued to authorized agents of a ~~licensed~~registered watercraft for hire that meets the qualifications of Minnesota Statutes, chapter 340A for restaurants or clubs which has facilities for serving at least 30 guests at one time, and which has an on-sale license. A special Sunday license is not needed for sales by on-sale wine licensees.

**7-3.07. Persons Ineligible for License.** No license shall be granted to or held by any person who:

- (a) Is ineligible for such a license under state law by reason of age;
- (b) Has, within five years prior to the application for such license, been convicted of a felony, or of violating any law of this state or local ordinance relating to the manufacture, sale, distribution or possession for sale or distribution of alcoholic beverages and cannot show competent evidence under Minnesota Statutes, section

364.03, of sufficient rehabilitation and present fitness to perform the duties of an alcoholic beverages licensee;

- (c) Has a direct or indirect interest in manufacturers, brewers, or wholesalers of alcoholic beverages;
- (d) Is a non-resident who is not a resident alien;
- (e) Is not of good moral character or repute;
- (f) Has had an intoxicating liquor or 3.2 percent malt liquor license revoked within five years of the license application, or to any person who at the time of the violation owns any interest, whether as a holder of more than five percent of the capital stock of a corporation licensee, as a partner or otherwise, in the premises or in the business conducted thereon, or to a corporation, partnership, association, enterprise, business, or firm in which any such person is in any manner interested;
- (g) Is or during the period of this license becomes the holder of a federal retail liquor dealer's special tax stamp for the sale of intoxicating liquor at any place unless there has also been issued to him a local license to sell intoxicating liquor at such place; or
- (h) Is not the proprietor of the watercraft for hire for which the license is issued.

**7-3.09. Businesses Ineligible for License.**

Subd. 1. General Prohibition. No alcoholic beverage license shall be issued for any business ineligible for such a license under state law, where a licensee has been convicted of the violation of this Code or of Minnesota Statutes, chapter 340A, or for any watercraft for hire for which an adult entertainment license has been issued or requested.

Subd. 2. Delinquent Taxes and Charges. No alcoholic beverages license shall be granted for operation on any premises on which financial claims of the LMCD are delinquent and unpaid.

**7-3.11. Persons and Watercraft Licensed; Transfer.** Each license required under this Chapter shall be issued only to the applicant and for the watercraft described in the application. No transfer of a license to another watercraft or to another applicant is authorized without first securing a new license from the LMCD. Any transfer of stock of a corporate licensee is deemed a transfer of the license and a transfer of stock without prior Board approval is a ground for revocation of the license. No licenses may be granted except to watercraft for hire holding a watercraft for hire ~~certificate of registration~~license from the LMCD.

**7-3.13. Conditions of License.** Every license issued under Section 6-5.17 is subject to the conditions set out in this Section, all other provisions of this Code, and of any other applicable federal, state, or local laws, rules, regulations, and ordinances.

Subd. 1. Federal Stamps. No licensee shall possess a federal wholesale liquor dealer's special tax stamp or a federal gambling stamp.

Subd. 2. Sales to Under Age or Intoxicated Persons. No alcoholic beverages shall be sold or served to any intoxicated person or to any person under legal age.

Subd. 3. Consumption by Under Age Persons. No person under legal age shall be permitted to consume alcoholic beverages on the watercraft for hire.

Subd. 4. Interest of Manufacturers or Wholesalers. No manufacturer or wholesaler of alcoholic beverages shall have any ownership of or interest in an establishment licensed to sell at retail contrary to the provisions of state law. No retail licensee and manufacturer or wholesaler of alcoholic beverages shall be parties to any exclusive purchase contract. No retail licensee shall receive any benefits contrary to law from a manufacturer or wholesaler of alcoholic beverages and no such manufacturer or wholesaler shall confer any benefits contrary to law upon a retail licensee.

Subd. 5. Liquor Dealers' Stamp. No licensee shall sell alcoholic beverages while holding or exhibiting in the watercraft for hire a federal retail liquor dealer's special tax stamp unless the person is licensed under the laws of Minnesota to sell intoxicating liquors.

Subd. 6. Sales of Intoxicating Liquor. No 3.2 percent malt beverage licensee who is not also licensed to sell intoxicating liquor and who does not hold a consumption or display permit shall sell or permit the consumption and display of intoxicating liquors on the watercraft for hire or serve any liquids for the purpose of mixing with intoxicating liquor. The presence of intoxicating liquors on the watercraft for hire shall be prima facie evidence of possession of intoxicating liquors for the purpose of sale. Additionally, the serving of any liquid for the purpose of mixing with intoxicating liquors shall be prima facie evidence that intoxicating liquor is being permitted to be consumed or displayed contrary to this Chapter.

Subd. 7. Searches and Seizures. Any law enforcement officer may enter, inspect, and search a watercraft for hire of a licensee during business hours without a search and seizure warrant and may seize all alcoholic beverages found on the watercraft for hire operating in violation of this Chapter.

Subd. 8. Licensee's Responsibility. Every licensee is responsible for the conduct of the licensee's place of business and the conditions of sobriety and order in it. No watercraft for hire holding a license under this Chapter may play any live or amplified music or amplified voice except in fully enclosed areas of the watercraft or in emergency situations. Operations and activities on the watercraft shall be so conducted as not to interfere with the peaceful enjoyment of the Lake and of surrounding properties by riparian owners and by the public. License holders shall be responsible to ensure that operations and activities shall be so conducted as not to constitute a public nuisance under this Code. The act of any employee on the watercraft for hire is deemed the act of the licensee as well, and the licensee shall be liable to all penalties provided by this Code and the law equally with the employee.

Subd. 9. Inspections. Every licensee shall allow any peace officer, health officer, or properly designated officer or employee of the LMCD, Hennepin County, or the State of Minnesota to enter, inspect, and search the premises of the licensee during business hours without a warrant.

Subd. 10. Display During Prohibited Hours. No watercraft for hire for which a license or permit is issued under this Chapter shall display any alcoholic beverage to the public during hours when the sale of alcoholic beverages is prohibited.

Subd. 11. Gambling. No gambling or any gambling device shall be permitted on any watercraft for hire.

**7-3.15. Mandatory Training**. Each year, ~~at the direction of the Board,~~ the ~~Executive Director~~LMCD staff will conduct one or more training sessions for applicants for new or renewal on-sale licenses. Training shall be given in state laws and local ordinances relating to the sale of alcoholic beverages and to the operation of watercraft for hire. No new or renewal license shall be granted to an applicant who has not attended a training session for that license year, either personally or by authorized representative.

**7-3.17. Clubs**. No club shall sell alcoholic beverages except to members and to guests in the company of members.

**7-3.19. Restrictions on Purchase and Consumption**.

Subd. 1. Age Misrepresentation. It is unlawful for any underage person to claim to be 21 years old or older for the purpose of obtaining or purchasing an alcoholic beverage.

Subd. 2. Inducing Purchase. It is unlawful for any person to induce an underage person to purchase or procure an alcoholic beverage, or to lend or knowingly permit the use of the person's driver's license, permit, Minnesota identification card, or other form of identification by an underage person for the purpose of purchasing or attempting to purchase an alcoholic beverage.

Subd. 3. Procurement. It is unlawful for any person to sell, barter, furnish, or give an alcoholic beverage to an underage person.

Subd. 4. Possession. It is unlawful for any underage person to possess an alcoholic beverage with the intent to consume it. Possession of an alcoholic beverage creates a rebuttable presumption of intent to consume. This presumption may be rebutted by a preponderance of the evidence.

Subd. 5. Consumption. It is unlawful for any underage person to consume an alcoholic beverage. As used in this subdivision, "consume" includes the ingestion of an alcoholic beverage and the physical condition of having ingested an alcoholic beverage. A violation of this subdivision exists if consumption, or evidence of consumption, is observed.

Subd. 6. Liquor Consumption and Display. No person shall consume or display any alcoholic beverage on the premises of a business establishment, club, charter boat, or watercraft for hire that is not also licensed to sell alcoholic beverages or who does not hold a consumption and display permit.

Subd. 7. Watercraft Owners and Operators. It is unlawful for an owner of a watercraft who is present in the watercraft, or for the operator of a watercraft if the owner is not present, to allow, or fail to take reasonable steps to prevent, the possession or consumption of any alcoholic beverage by an underage person on the watercraft if the owner or operator knows, or reasonably should know, the underage person possesses or is consuming any alcoholic beverage. This prohibition does not apply to situations in which an underage person is lawfully in possession of alcoholic beverages during the course and scope of employment.

Subd. 8. Fish Houses. It is unlawful for the license holder of a fish house who is present in the fish house to allow, or fail to take reasonable steps to prevent, the possession or consumption of any alcoholic beverage by an underage person in the fish house if the license holder knows, or reasonably should know, that the underage person possesses or is consuming any alcoholic beverage.

**7-3.21. Hours of Operation.** No sale of alcoholic beverages may be made except during times established by state law. All watercraft for hire to which any license has been issued under this Code must disembark all customers, passengers or patrons by 12:30 a.m. and must return to, and be tied, moored or secured for the night at its home port by 1:00 a.m. until 5:00 a.m.

**7-3.23. Restrictions; Vested Rights.** Upon granting a license under this Code, the Board may impose any restrictions on the operations of the licenses deemed by the Board to be necessary or desirable to protect the public safety, the enjoyment of the Lake by the public, or the safety of passengers on the watercraft for hire. The granting of a license shall create no vested rights in the licensee and all rights and operations of the licensee shall continue to be subject to further or additional regulation by the LMCD.

**7-3.25. ~~Authorized Ports of Call.~~ Authorized Ports of Call. Any Licensee under this chapter shall meet the ~~requires~~ requirements under Section 7-1.08.**

~~Subd. 1. Designation. At the time of application for any license under this Chapter, the applicant shall designate specific docks, moorings, or other facilities at which passengers will be embarked and disembarked. Licenses granted by the Board will designate specific authorized ports of call, and no passengers, except law enforcement personnel or employees, may be embarked or disembarked except at either authorized ports of call or other locations at a frequency of no more than once each year at any one location.~~

~~Subd. 2. Certificate. No ports of call shall be authorized by the Board without first securing a certificate from the municipality within which such port of call lies stating that the activities to be conducted by the applicant at the port of call are in compliance with municipal zoning laws. No embarkation or disembarkation at other locations is authorized unless permission for such activity has been secured from appropriate officials of the municipality in which it occurs.~~

~~Subd. 3. **Stopping, Mooring, Anchoring Prohibited.** No watercraft for hire issued a license under this Chapter shall stop, moor, or anchor closer than 300 feet from shore except at authorized ports of call or at any place in the Lake other than authorized ports of call after 6:00 p.m. for more than two hours.~~

~~Subd. 4. **Additional Ports of Call.** A licensee may request approval of additional ports of call upon written request of the Executive Director, and consideration by the Board which may grant or deny approval for additional ports of call, or grant approval with conditions in the same manner as in action on an application for a new license. No public hearing is required for an existing licensee who is applying to add additional ports of call.~~

**6-5.13. Watercraft for Hire Certificate of Registration License.** An applicant application for a watercraft for hire certificate of registration license shall be submitted, processed, and acted on in accordance with this Section.

Subd. 1. Application. An application for a certificate of registration license shall, in addition to the information required in Section 6-1.03, contain the following information:

- (a) A copy of all valid pilot licenses;
- (b) A current state inspection certificate of operation;
- (c) Evidence of insurance meeting the then-current LMCD insurance policy requirements; and
- (d) Berthing location, docks, moorings or other facilities at which passengers will be embarked or disembarked.

Subd. 2. Issuing Authority. ~~The Executive Director~~ Board-designated staff member LMCD staff is authorized to issue a certificate of registration license administratively without a public hearing. ~~The Board-designated staff member LMCD staff Executive Director~~ may refer any application to the Board and shall refer to the Board any application that ~~the Board-designated staff member LMCD staff Executive Director~~ proposes to deny.

Subd. 3. Review Criteria. In reviewing an application for a certificate of registration license, ~~the Board-designated staff member LMCD staff Executive Director~~ shall consider whether the watercraft for hire complies with the standards established in Article 7, Chapter 1 and the following:

- (a) The watercraft has passed all required inspections of the Sheriff, Department of Natural Resources, and State of Minnesota.

~~Subd. 4. **Limitations.** In addition to the standards and requirements contained in Article 7, Chapter 1, a watercraft for hire certificate of registration is subject to all of the following: (a) The certificate will specify authorized ports of call and no passengers except law enforcement personnel or employees may be embarked or disembarked except at either authorized ports of call or other locations at a frequency of no more than once each year at any one location; No ports of call shall be authorized~~



~~without first securing a certificate from the municipality within which such port of call is located stating that the activities to be conducted by the applicant at the port of call are in compliance with municipal zoning laws; (c) No embarkation or disembarkation at locations other than those authorized by the LMCD and the municipality may occur unless permission for such activity has been secured from appropriate officials of the municipality in which it occurs.~~

Subd. 45. Renewals. A renewal ~~certificate of registration~~ license is required for each year of operation and must be obtained by March 1st of each year.

**6-5.15. Adult Entertainment License.** An applicant for an adult entertainment license shall be submitted, processed, and acted on in accordance with this Section. An adult entertainment license may only be sought for a watercraft for hire that holds a current ~~certificate of registration~~ license under this Code. Subd. 1. Application. An application for an adult entertainment license shall, in addition to the information required in Section 6-1.03, contain the following information: (a) The business in connection with which the proposed license will operate; (b) The location of the dock or slip from which the watercraft for hire originates; ~~Effective September 23, 2021 6-43-515348v7LK110-52~~ (c) A description of the watercraft to be licensed including a floor plan of the area for which the license is sought, showing dimensions and locations of facilities; (d) Whether the applicant is the owner and operator of the business and, if not, identify the name of the owner; (e) Whether the applicant has ever used or been known by a name other than his/her true name, and if so, what was the name, or names, and information concerning dates and places where used; (f) Street address at which applicant has lived during the preceding 10 years; (g) Kind, name, and location of every business or occupation applicant and spouse have been engaged in during the preceding 10 years; (h) Names and addresses of applicant's employers and partners, if any, for the preceding 10 years; (i) Whether the applicant has ever been convicted of a violation of a state law or local ordinance, other than a non-alcohol related traffic offense. If so, the applicant must furnish information as to the time, place and offense for which convictions were had; (j) Whether the applicant has ever been engaged as an employee or in operating a sexually-oriented business, massage business, or other business of a similar nature. If so, applicant must furnish information as to the time, place, and length of time; (k) If the applicant is a partnership, the name and address of all partners and all information concerning each partner as is required of a single applicant as above; (l) A managing partner, or partners, must be designated. The interest of each partner, or partners in the business must be submitted with the application and, if the partnership is required to file a certificate as to trade name, a copy of the certificate must be attached to the application; (m) If the applicant is a corporation or other organization, the applicant must submit the following: (1) Name, and if incorporated, the state of incorporation; (2) Names and addresses of all officers; (3) The name of the manager or proprietor or other agent in charge of, or to be in charge of, the watercrafts to be licensed, giving all information about said person as is required in the case of a single applicant; and ~~Effective September 23, 2021 6-44-515348v7LK110-52~~ (4) A list of all persons who, single or together with their spouse, own or control an interest in said corporation or association in excess of five percent or who are officers of said corporation or association, together with their addresses and all information as is required for a single applicant. (n) The amount of the investment that the applicant has in the business, including watercrafts, buildings, fixtures, furniture, and proof of the source of the money; (o) A list of responsible persons, including the names of owners, managers and assistant managers, who may be notified or contacted by state or city employees in case of emergency. These persons must be residents of the Twin Cities metropolitan area as defined by Minnesota Statutes, section 473.121, subdivision 2; (p) Whether the applicant holds a current license or has ever held a license for a sexually-oriented business or similar business from another

governmental unit; and (q) Whether the applicant has ever been denied a license for a sexually-oriented business or similar business from another governmental unit. Subd. 2. Issuing Authority. The Board determines whether to issue an adult entertainment license after conducting a public hearing on the application following at least two weeks published notice. Subd. 3. Investigation. Before conducting the public hearing on an application, the LMCD or its designee shall conduct an investigation of the representations set forth in the application, the applicant's moral character, and the applicant's financial status. Applicants must cooperate with this investigation. Subd. 4. Limitations. In addition to the conditions contained in Section 7-2.03, subdivision 3, the applicant shall comply with and is subject to all of the following: (a) A license will be issued only to the applicant and for the watercraft described in the application; (b) No license may be transferred to another person or place without application in the same manner as an application for a new license. Transfer of 25 percent or more of the stock of a corporation or of a controlling interest of it, whichever is less, will be deemed a transfer of the license; and (c) In the case of the death of a licensee, a representative of licensee may continue operation of the business for not more than 30 days after the licensee's death. Subd. 5. Renewals. An adult entertainment license expires on December 31st of the year in which it is issued and must be renewed for each year in which such entertainment is offered. A ~~Effective September 23, 2021 6-45-515348v7LK110-52~~ hearing is not required for a renewal license, but the Board may, in its discretion, require a hearing for a renewal. Subd. 6. Suspension or Revocation. In addition to a license action taken under Section 6-1.13, the LMCD may suspend or revoke an adult entertainment license in the event of any of the following: (a) Taxes, fees assessments, or other financial claims of the LMCD, a member municipality, or of the state are due, delinquent, or unpaid; (b) Upon a finding that the licensee or an agent or employee of the licensee has failed to comply with an applicable statute, regulation, or ordinance; or (c) Conviction of a crime. No suspension or revocation will take effect until the licensee has been afforded an opportunity for a hearing, unless the violation is the conviction of a crime.

**6-5.17. Liquor Licenses and Permits.** An applicant for an on-sale liquor license, an on-sale wine license, an on-sale 3.2 percent malt liquor license, or a consumption and display permit shall be submitted, processed, and acted on in accordance with this Section. An application for a Sunday sales license may be submitted and processed at the same time as the on-sale license application. For the purposes of this Section, the term "liquor license" shall be used to refer to all licenses and permits available under Article 7, Chapter 3 unless expressly indicated otherwise. A liquor license issued under this Section is issued to a particular applicant and a particular watercraft for hire. A proposed transfer of applicant or watercraft shall require a new license. Subd. 1. Application. An application for a liquor license shall, in addition to the information required in Section 6-1.03, contain the following information: (a) The age and citizenship of the applicant; (b) Representations as to the applicant's character, with such references as the Board may require; (c) The type of license being requested; (d) The registered name of the watercraft for hire and other business in connection with which the proposed license will operate; (e) The storage location of the watercraft for hire; (f) The proposed ports of call, which are subject to Section ~~7-1.087-3-27~~; (g) Whether the applicant is owner and operator of the watercraft for hire and any related businesses; ~~Effective September 23, 2021 6-46-515348v7LK110-52~~ (h) How long the applicant has been in the business; and (i) A sample menu showing food service to be made available to customers, if applicable. Subd. 2. Issuing Authority. The Board determines whether to issue a liquor license after conducting a public hearing on the application. The notice of public hearing for consideration of a liquor license shall specify ports of call for which approval is requested by the applicant. Subd. 3. Investigations. Prior to conducting a public hearing on the application, the ~~Executive Director or the Executive Director's designee~~ LMCD staff member shall conduct the

following inspections: (a) Inspect the watercraft and the facilities of proposed ports of call and shall report to the Board on recommended modifications, conditions, or operating restrictions which may be necessary to protect the safety of the public and of passengers on the watercraft and the enjoyment of the Lake by the public. (b) Conduct a preliminary background and financial investigation of the applicant. The applicant shall consent to such investigation and issue such written consents as may be required by the LMCD to complete the investigation. Upon report of the ~~LMCD staff member~~Executive Director, the Board may determine that a comprehensive background investigation of the applicant is necessary. The Board may conduct the investigation itself or contract with the Bureau of Criminal Apprehension for the investigation. No license shall be issued, transferred, or renewed if the results show to the satisfaction of the Board that issuance would not be in the public interest. If an investigation outside the state is required, the applicant shall be charged with the actual cost not to exceed \$10,000. The fee, after deducting any initial investigation fee already paid, shall be payable by the applicant whether or not the license is granted.

Subd. 4. Limitations. In addition to the requirements and limitations contained in Article 7, Chapter 3, the following limitations, requirements, and prohibitions shall apply: (a) Prior to the actual issuance of a liquor license, the applicant shall file with the ~~LMCD staff member~~Executive Director proof of a liability insurance policy, bond, or other security in compliance with the provisions of Minnesota Statutes, section 340A.409 to address liability imposed by Minnesota Statutes, section 340A.801. Any liability insurance policy filed as proof of financial responsibility shall conform to Minnesota Statutes, section 340A.409; (b) A liquor license may only be issued to a watercraft for hire holding a current ~~certificate of registration license~~ from the LMCD; (c) A liquor license shall not be issued to any person ineligible for a liquor license under Section 7-3.07; ~~Effective September 23, 2021 6-47-515348v7LK110-52~~ (d) A liquor license shall not be issued to any business that is ineligible for a license under Section 7-3.09; (e) A licensee shall comply with the conditions contained in Section 7-3.13; (f) The ports of call used for the operation must be authorized as provided in Section 7-3.27; (g) No liquor license shall be transferred to another watercraft or to another applicant without first obtaining a new liquor license. Any transfer of more than 10 percent of stock of a corporate licensee is deemed a transfer of the license requiring a new license; and (h) No on-sale wine license shall become effective until it, together with the security furnished by the applicant, has been approved by the Commissioner of Public Safety.

Subd. 5. Renewals. A liquor license expires on December 31st of the year in which it is issued and must be renewed for each year in which alcoholic beverages are to be sold or consumed and displayed. All renewal applications shall be submitted no later than February 1st of the license year. An investigation and hearing are not required for the renewal of a liquor license, but the Board may, in its discretion, require an investigation and hearing for a renewal.

Subd. 6. Suspension or Revocation. In addition to a license action taken under Section 6- 1.13, the Board may revoke or suspend for up to 60 days a liquor license, impose a civil penalty of up to \$2,000 per violation, or impose any combination of these sanctions if it finds the licensee has violated any applicable federal, state, or local law, rule, regulation, or ordinance, or committed any offense identified in Minnesota Statutes, section 340A.415. No suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing.