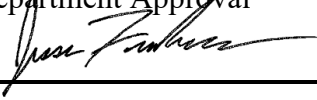


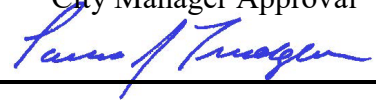
ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 10.f

Department Approval



City Manager Approval



Item Description: Approve Metropolitan Council Environmental Services Municipal Inflow and Infiltration Grant Agreement

BACKGROUND

Metro Cities championed the inclusion of a grant program in the 2020 bonding bill for the purpose of providing grants to municipalities for capital improvements to public infrastructure to reduce the amount of inflow and infiltration (I/I) to the Metropolitan Council Environmental Service's (MCES) metropolitan sanitary sewer disposal system. Their efforts were successful and \$8.7 million was approved in the bonding bill.

To be eligible for a grant, a city must be identified by the Metropolitan Council as a contributor of excessive inflow and infiltration. Roseville is among these cities and was awarded a grant for the City's I/I work. MCES issued the Final Reimbursement Amount determination of \$158,509.00 for the City of Roseville. The final grant agreement is attached for Council approval.

POLICY OBJECTIVE

It is City policy to keep City-owned infrastructure in good operating condition and to keep systems operating in a safe condition.

BUDGET IMPLICATIONS

The grant is funded by State of Minnesota General Obligation Bond Proceeds. The grant functions as a reimbursement so Roseville submitted all eligible work and then final grant dollars were determined. The Final Reimbursement Amount of \$158,509.00 was greater than the initial estimate of \$135,700.00. Grant funds will reimburse the sanitary sewer fund for projects completed.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

STAFF RECOMMENDATION

Staff recommends the Council approve and authorize the Mayor and City Manager to execute the attached Grant Agreement – End Grant.

REQUESTED COUNCIL ACTION

Motion to approve the Grant Agreement – End Grant between the Metropolitan Council and the City of Roseville and authorizing the Mayor and City Manager to execute said agreement, subject to minor modifications and final review by the City Attorney.

Prepared by: Stephanie Smith, Assistant City Engineer

Attachments: A: 2020 I/I Grant Agreement – End Grant for City of Roseville Sanitary Sewer Project

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

**Grant Agreement — End Grant
for the Roseville Sanitary Sewer Project**

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

TABLE OF CONTENTS

RECITALS

Article 1 DEFINITIONS

Section 1.01 Defined Terms.

Article 2 GRANT

- Section 2.01 Grant of Monies.**
- Section 2.02 Public Ownership.**
- Section 2.03 Use of Grant Proceeds.**
- Section 2.04 Operation of the Real Property and Facility.**
- Section 2.05 Public Entity Representations and Warranties.**
- Section 2.06 Ownership by Leasehold or Easement.**
- Section 2.07 Event(s) of Default.**
- Section 2.08 Remedies.**
- Section 2.09 Notification of Event of Default.**
- Section 2.10 Survival of Event of Default.**
- Section 2.11 Term of Grant Agreement.**
- Section 2.12 Modification and/or Early Termination of Grant.**
- Section 2.13 Excess Funds.**

Article 3 USE CONTRACTS

Article 4 SALE

- Section 4.01 Sale.**
- Section 4.02 Proceeds of a Sale.**

Article 5 COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION

- Section 5.01 State Bond Financed Property.**
- Section 5.02 Preservation of Tax Exempt Status.**
- Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order.**

Article 6 DISBURSEMENT OF GRANT PROCEEDS

- Section 6.01 Disbursement of Grant.**
- Section 6.02 Conditions Precedent to Disbursement of Grant.**

Article 7 MISCELLANEOUS

- Section 7.01 Insurance.**
- Section 7.02 Condemnation.**
- Section 7.03 Use, Maintenance, Repair and Alterations.**
- Section 7.04 Records Keeping and Reporting.**
- Section 7.05 Inspections by Council.**
- Section 7.06 Data Practices.**
- Section 7.07 Non-Discrimination.**
- Section 7.08 Worker's Compensation.**
- Section 7.09 Antitrust Claims.**
- Section 7.10 CONTENTS OF SECTION 7.10 HAVE BEEN DELIBERATELY OMITTED FROM THIS AGREEMENT.**
- Section 7.11 Prevailing Wages.**

Section 7.12	Liability.
Section 7.13	Indemnification by the Public Entity.
Section 7.14	Relationship of the Parties.
Section 7.15	Notices.
Section 7.16	Binding Effect and Assignment or Modification.
Section 7.17	Waiver.
Section 7.18	Entire Agreement.
Section 7.19	Choice of Law and Venue.
Section 7.20	Severability.
Section 7.21	Time of Essence.
Section 7.22	Counterparts.
Section 7.23	Matching Funds.
Section 7.24	Source and Use of Funds.
Section 7.25	Third-Party Beneficiary.
Section 7.26	Public Entity Tasks.
Section 7.27	Council and Commissioner Required Acts and Approvals.
Section 7.28	Applicability to Real Property and Facility.
Section 7.29	E-Verification.
Section 7.30	Additional Requirements.

Attachment I — DECLARATION

Attachment II — LEGAL DESCRIPTION OF REAL PROPERTY

Attachment III — SOURCE AND USE OF FUNDS FOR THE PROJECT

Attachment IV — GRANT APPLICATION

GENERAL OBLIGATION BOND PROCEEDS

Municipal Publicly Owned Infrastructure Inflow/Infiltration Grant Program INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN METRO- POLITAN COUNCIL AND ROSEVILLE

This Intergovernmental Grant Agreement (“Grant Agreement”) is made this day of , 2023, and entered into by and between the Metropolitan Council a public corporation and political subdivision of the State of Minnesota (“Council”) and, Roseville a Minnesota Municipal corporation (“Grantee”).

RECITALS

A. The Minnesota Legislature has appropriated to the Council in the 2020 Session Laws Chapter 3, Section 17, subdivision 2, \$5,000,000, for a grant program to be administered by the Council. This appropriation is for the purpose of providing grants to municipalities for capital improvements to public municipal wastewater collection systems to reduce the amount of inflow and infiltration to the Council’s metropolitan sanitary sewer disposal system (“I/I Municipal Grant Program”).

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

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

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

E. Pursuant to its authority under Minnesota Statutes §444.075 [or other authority, if different], Grantee operates a municipal wastewater collection system identified as Roseville Wastewater Collection System (“Wastewater System”) and has submitted an application to and been approved by the Council for grant funds in the amount of \$158,509, for performance of functions and activities for its inflow and infiltration mitigation capital improvement project to the Wastewater System in accordance with Council guidelines.

F. Council has reviewed and found eligible Grantee’s application for grant funds and has awarded such grant funds (“G.O. Grant”) to Grantee to construct a capital improvement project to Grantee’s pipeline as described in and in accordance with the terms and conditions of this Grant Agreement.

G. The Grantee’s receipt and use of the I/I Municipal Grant Program to acquire an ownership interest in and/or improve real property (the “Real Property”) and structures situated thereon (the “Facility”) will cause the Grantee’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. §16A.695 (the “G.O. Compliance Legislation”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012 (the

“Commissioner’s Order”), even though such funds shall only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

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

ARTICLE I DEFINITIONS

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

“Agreement” - means this Metropolitan Municipal Publicly Owned Infrastructure Inflow/Infiltration Grant Program Grant Agreement - End Grant for the Roseville Sanitary Sewer Project, as such exists on its original date and any amendments, modifications or re-statements thereof.

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

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

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

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

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

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

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an*

agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

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

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

“Facility”, if applicable, - means the Wastewater Systems as identified in Recital E which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

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

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

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

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

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

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

were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

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

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

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the Council and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$3,677,105 or _____ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

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

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

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

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

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

and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

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

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

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

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the Council and the Commissioner of MMB.

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

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

ARTICLE II GRANT

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

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

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

Ownership Interest in the Real Property.

- ☐ Fee simple ownership of the Real Property.
- ☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06. (If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☐ An easement for the Real Property that complies with the requirements contained in Section 2.06. (If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

- ☐ Fee simple ownership of the Facility.
- ☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06. (If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☐ Not applicable because there is no Facility.

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

(Check all appropriate boxes.)

- ☐ Acquisition of fee simple title to the Real Property.
- ☐ Acquisition of a leasehold interest in the Real Property.
- ☐ Acquisition of an easement for the Real Property.

- Improvement of the Real Property.
- Acquisition of fee simple title to the Facility.
- Acquisition of a leasehold interest in the Facility.
- Construction of the Facility.
- Renovation of the Facility.
- Sanitary Sewer Improvements. *(Describe other or additional purposes.)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. The Useful Life of the Real Property and, if applicable, Facility is 50 years.

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

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

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

- a. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.
- b. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.
- c. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.
- d. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.
- e. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.
- f. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.
- g. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the Council and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the Council and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder

subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

- h. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.
- i. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.
- j. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.
- k. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.
- l. The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this

Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

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

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

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the Council and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

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

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

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

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

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real-Property/Facility Lease. Upon such termination the Council shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

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

ARTICLE III USE CONTRACTS

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

ARTICLE IV SALE

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

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

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

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

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

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

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

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

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

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

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

ARTICLE V

COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION

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

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

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

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

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

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

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

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

ARTICLE VI DISBURSEMENT OF GRANT PROCEEDS

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

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

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

- A. The Council shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant delineated in Section 1.01.
- B. The Council shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.
- C. The Council shall have received evidence, in form and substance acceptable to the Council, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.
- D. The Council shall have received evidence, in form and substance acceptable to the Council, that the Public Entity has fully and completely paid for the Project and all other expenses that may occur in conjunction therewith.

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

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

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

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

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

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

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

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

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

Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

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

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

ARTICLE VII MISCELLANEOUS

Section 7.01 Insurance. The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the Council under which the Council and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.12 Liability. The Public Entity and the Council agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the Council and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

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

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

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

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

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the Council, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the Council, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Council, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

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

To the Public Entity at:

2660 Civic Center Drive
Roseville, MN 55113
Attention: Marc Culver

To the Council at:

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

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.

St. Paul, MN 55155
Attention: Commissioner

Section 7.16 Binding Effect and Assignment or Modification. This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the Council, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the Council may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the Council unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

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

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

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

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

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

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

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

NONE

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

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

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

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

- a. State funds including the Program Grant, identifying the source and amount of such funds.
- b. Matching funds, identifying the source and amount of such funds.
- c. Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- d. Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- e. Other funds, identifying the source and amount of such funds.

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.30 Additional Requirements. The Public Entity and the Council agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

NONE

IN TESTIMONY HEREOF, the Public Entity and the Council have executed this General Obligation Bond Proceeds Grant Agreement End Grant for the Roseville Sanitary Sewer Project under the 2020 Municipal Inflow/Infiltration Grant Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

Roseville
a Minnesota Municipal corporation ("Grantee")

By: _____

Its: _____

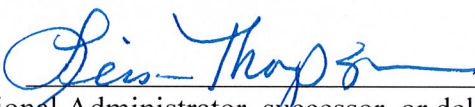
Dated: _____

And: _____

Its: _____

Dated: _____

METROPOLITAN COUNCIL:

By: 
Regional Administrator, successor, or delegate

Its: General Manager of Environmental Services

Dated: 5-31-2023

ATTACHMENT I TO GRANT AGREEMENT

State of Minnesota General Obligation Bond Financed DECLARATION

Declaration requirement waived – See attached waiver letter from commissioner of MMB

ATTACHMENT II TO GRANT AGREEMENT

LEGAL DESCRIPTION OF REAL PROPERTY

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

ATTACHMENT I-A TO GRANT AGREEMENT

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

See Attached Certification

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

See Attached Maps

ATTACHMENT IV TO GRANT AGREEMENT
GRANT APPLICATION

See Attached



December 21, 2020

Matt Gsellmeier
MCES Budget Manager
Metropolitan Council
390 Robert St N
St. Paul, MN 55101

Via email: Matthew.Gsellmeier@metc.state.mn.us

Re: Waiver of Real Property Declaration – 2020 Metropolitan Cities Inflow and Infiltration Grants

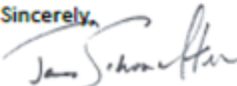
Dear Mr. Gsellmeier:

I have reviewed your letter dated December 18, 2020 requesting a waiver pursuant to Section 7.02(b) of the Fourth Order Amending Order of Commissioner of Finance dated July 30, 2012 (the "Commissioner's Order") of the requirement that a real property declaration be recorded in connection with grants to metropolitan-area cities to address inflow and infiltration into local sanitary sewer collection systems from the Metropolitan Council appropriation in Laws 2020, 5th Special Session, chapter 3, article 1, section 17, subdivision 2.

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

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

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

Sincerely,

Jim Schowalter
Commissioner

cc: Roger Behrens, MMB
Melissa Roberts, METC

THE NEXT PAGES INCLUDE ALL REQUIRED GRANT ATTACHMENTS

Metropolitan Council Environmental Services

2020 I/I Grant Program

Grant Application Form

NOTICE TO APPLICANTS: Submission of this application form confirms your city's intention to participate in the Metropolitan Council Environmental Services (MCES) 2020 State Bond Fund Municipal I/I Grant program (Grantee Program).

Applicants must review the Grantee Program Guidelines, along with the draft agreement that must be entered with the Metropolitan Council, can be found at the following link:

<http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx>

Submission of all information requested herein is mandatory and becomes the basis for determining your city's Preliminary Minimum Allocation (PMA) and an estimated Final Reimbursement Amount (FRA) that will accompany the Letter of Intent all qualifying applicants will receive.

Grant agreements will be sent for signature simultaneously for all participants subsequent to receipt and review of all project information that will form each participant's final PMA and FRA.

City Name: Roseville

City Contact Info: 2660 Civic Center Drive
Roseville, MN 55113

Application Submitted by: Stephanie Smith

Application Email Address: stephanie.smith@cityofroseville.com

Application Submission date: April 15, 2021

Estimated Project Work Description

The City of Roseville plans to line approximately 9 miles of sanitary sewer main per year in 2021 and 2022 through its Sanitary Sewer Lining projects (21-06 and 22-06). City staff has reviewed televising reports to identify pipe segments where infiltration is present, indicated by leaks, mineral deposits, and cracks. Segments were identified across the entire City. As a part of the lining projects, staff and the contractor will review all services to ensure that only active services are re-opened. Lining the pipe will not only seal all cracks, leaking joints, and prevent future root intrusion, but will also eliminate service connections that are no longer in use.

The City has budgeted money each year for sanitary manhole lining or replacement based upon structural condition and the presence of I/I. Repairs on County Road B at Cohancy and Dale have been identified and will include replacement of pipe lines, manholes and castings in 2021. Smaller repairs such as casting replacements on sanitary manholes shall be incorporated as a part of the City's annual Pavement Management Project in 2021 and 2022.

One of the goals of the City's Surface Water Management Plan is to provide flood protection to the maximum extent practicable for all residents and structures. Three drainage projects for 2021 and 2022 include flood mitigation that will protect sanitary sewer manholes. These projects construct additional storage and/or increase stormwater conveyance volumes, thereby increasing the capacity of the existing system. Additionally, the Long Lake sanitary lift station rehabilitation scheduled for 2021-2022 includes flood mitigation through changes to the site layout and elevations. Portions of the site work will meet the intent of the grant to reduce inflows and infiltration into the sanitary system.

<u>Your Estimated Eligible I/I Costs:</u>	Project Costs		Project Costs Covered		Grant Eligible
Pipe Lining and Replacement	\$1,984,000	x 50% Covered	\$992,000	x 50% Grant Eligible	\$496,000
Pipe Joint Sealing and Chimney Seals	\$0	x 50% Covered	\$0	x 100% Grant Eligible	\$0
Manholes - Lining, Replacement	\$64,000	x 50% Covered	\$32,000	x 50% Grant Eligible	\$16,000
Manholes Sealing joints, casting, covers	\$62,000	x 50% Covered	\$31,000	x 100% Grant Eligible	\$31,000
Flood Mitigation	\$2,387,000	x 50% Covered	\$1,193,500	x 10% Grant Eligible	\$119,350
Cross Connection Elimination	\$0	x 50% Covered	\$0	x 100% Grant Eligible	\$0
	\$4,497,000		\$2,248,500		\$662,350

Non-Eligible I/I Work:

- Studies, investigations, or inspections
- Engineering costs
- Any improvements to privately owned infrastructure

Important Dates to Remember:

Eligible Work Dates

Start Date for Eligible Project Work

January 1, 2021

End Date for Eligible Project Work

December 31, 2022

Program Dates

Notice of approved grant program guidelines to cities, request applications

March 11, 2021

Grant Application due from cities

April 16, 2021

MCES sends Letter of Intent to program participants

April 30, 2021

Cities provide descriptions and pay claims for completed projects

March 31, 2023

MCES makes FRA determination, distributes grant agreements

May 1, 2023

Questions may be directed to the MCES I/I Grant Program Administrator:

Matt Gsellmeier, MCES I/I Grant Administrator

390 Robert Street North

St. Paul, MN 55101

17633670264

matthew.gsellmeier@metc.state.mn.us

2020 II GRANT PROGRAM COST VERIFICATION

FINAL COST INFORMATION FOR COMPLETED WORK



Completion of this form and submission of required attachments is the basis for entering into agreement with the Metropolitan Council on the 2020 II Grant Program. This form and its attachments verify that the community has finished I/I reduction projects, with costs eligible for reimbursement under the 2020 II Grant Program. Please send the completed form and required attachments to (electronic submission preferred):

Mail: Matthew Gsellmeier, MCES Finance and Revenue, 390 N. Robert Street St. Paul, MN 55101

Email: Matthew.Gsellmeier@metc.state.mn.us

Required Attachments:

Please attach and return the following items to Met Council by December 31, 2022

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

Required Cost Verification Information:

City:	<u>Roseville</u>
County:	<u>Ramsey</u>
City Official/Title:	<u>Asst. City Engineer</u>
Phone#:	<u>651-792-7048</u>
Project Start Date:	<u>January 4, 2021</u>
Project End Date:	<u>December 31, 2022</u>

Were projects completed between January 1, 2021 and December 31, 2022 (Y/N): Y

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

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

Enter a Summary of the Project(s) and Costs:

The City of Roseville lined approximately 9 miles of sanitary sewer main in 2021 and 2022 through its Sanitary Sewer Lining projects (21-06 and 22-06). City staff has reviewed televising reports to identify pipe segments where infiltration is present, indicated by leaks, mineral deposits, and cracks. Segments were identified across the entire City. As a part of the lining projects, staff and the contractor reviewed all services to ensure that only active services are re-opened. Lining the pipe will not only seal all cracks, leaking joints, and prevent future root intrusion, but will also eliminate service connections that are no longer in use. Please note, while the construction on the 2022 project is complete, the final payment has not yet been issued.

The City has budgeted money each year for sanitary manhole lining or replacement based upon structural condition and the presence of I/I. Repairs on County Road B at Cohansey and Dale (17-20) have been identified and will include replacement of pipe lines, manholes and castings in 2021. Smaller repairs such casting replacements on sanitary manholes shall be incorporated as a part of the City's annual Pavement Management Project in 2021 (21-04).

One of the goals of the City's Surface Water Management Plan is to provide flood protection to the maximum extent practicable for all residents and structures. Three drainage projects for 2021 and 2022 include flood mitigation (19-21, 20-07 and 22-04). These projects construct additional storage and/or increase stormwater conveyance volumes, thereby increasing the capacity of the existing system. Please note, the cost of haul and disposal of contaminated materials needed for construction of the underground storm, in the amount of \$192,866.52, is included in the project cost submittal.

Enter in column A the eligible I/I costs your city incurred between January 1, 2021 and December 31, 2022:

Type of work:	(A) Total Project	(B) Covered: 50% of Project Costs	(C) %Eligible for funding	(D) Amount Eligible For Grant Funding
1. Pipe lining and replacement:	$\$1,644,185 \times 50\% =$	\$822,093	$\times 50\% =$	\$411,046
2. Pipe joint sealing and chimney seals	$\$0 \times 50\% =$	\$0	$\times 100\% =$	\$0
3. Manholes - Lining, replacement	$\$17,583 \times 50\% =$	\$8,792	$\times 50\% =$	\$4,396
4. Manhole sealing joints, castings, covers	$\$30,547 \times 50\% =$	\$15,274	$\times 100\% =$	\$15,274
5. Flood Mitigation	$\$1,984,790 \times 50\% =$	\$992,395	$\times 10\% =$	\$99,240
6. Cross Connection Elimination	$\$0 \times 50\% =$	\$0	$\times 100\% =$	\$0
Total:	\$3,677,105	\$1,838,553		\$529,955

	17-20: CR B Utility	19-21: St. Rose of Lima*	20-07: RCD 4	21-04: 2021 PMP	21-06: Sanitary Lining	22-04: Simpson Underground	22-06: Sanitary Lining**	Project Total Costs	Grant Application Totals
Pipe Lining/Replacement	\$ 91,225.13				\$ 850,771.90		\$ 702,188.36	\$ 1,644,185.39	\$ 411,046.35
Pipe Joint Sealing, Chimney Seals								\$ -	\$ -
MH Lining/Replacement	\$ 17,582.84							\$ 17,582.84	\$ 4,395.71
MH Sealing joints, casting, covers	\$ 1,356.98			\$ 29,190.00				\$ 30,546.98	\$ 15,273.49
Flood Mitigation		\$ 364,401.67	\$ 1,370,555.75			\$ 249,833.00		\$ 1,984,790.42	\$ 99,239.52
Cross-Connection Elimination								\$ -	\$ -
	\$ 110,164.95	\$ 364,401.67	\$ 1,370,555.75	\$ 29,190.00	\$ 850,771.90	\$ 249,833.00	\$ 702,188.36	\$ 3,677,105.63	\$ 529,955.07

*Includes haul and disposal of contaminated material in amount of \$192,866.52 needed for construction of underground storm

**Project Work is completed. Final payment has not yet been issued. Most recent progress payment submitted for documentation



DEWATERING, INC.

14405 NORTHDAL BLVD
ROGERS MN 55374

For Payment ASAP

Bill To:

CITY OF ROSEVILLE
2660 CIVIC CENTER DRIVE
ROSEVILLE MN 55113

PH: (763) 428-2616

FAX: (763) 428-2671

INVOICE

Invoice No: 40966

Date: 10/4/2022

Due Date: 11/3/2022

Job No: 22-181

Description: ROSEVILLE

Job: ROSEVILLE

State: MN

PO #:

Quantity	ITEM	Description	Unit Price	Extended Price
		COUNTY ROAD B AND DALE STREET 24"		
		OUTSIDE DROP REPAIR		

600-05-50-00-2167-61-453000

Thank You For Your Business!

Invoice Amount 30,718.00

TAX 0.00

Amount Due: 30,718.00

Terms: NET 30



PH: (763) 428-2616
FAX: (763) 428-2671

INVOICE

Invoice No: 40966

Date: 10/4/2022

Due Date: 11/3/2022

Job No: 22-181

Description: ROSEVILLE

Job: ROSEVILLE

State: MN

PO #:

14405 NORTHDAL BLVD
ROGERS MN 55374

For Payment ASAP

Bill To:

CITY OF ROSEVILLE
2660 CIVIC CENTER DRIVE
ROSEVILLE MN 55113

Quantity	ITEM	Description	Unit Price	Extended Price
		COUNTY ROAD B AND DALE STREET 24" OUTSIDE DROP REPAIR		
1.00		BYPASS PUMPING SERVICES	30,718.00	30,718.00

600-05-50-00-2107-61-453000

Thank You For Your Business!

Invoice Amount 30,718.00

TAX 0.00

Amount Due: 30,718.00

Terms: NET 30



530 Dubois Avenue
PO Box 203
Mc Callsburg, Iowa 50154

Invoice

9/27/2022

5524

Phone # 515-434-2248

www.citsewer.com

City of Roseville
2164 Dale St N
Roseville, MN 55113

600-05-50-2107-61-453000 \$16,283.15

P.O. No.	Due Date	Project
	9/27/2022	

Description	Quantity	Rate	Amount
Drop Connection Repair			
Mobilization	1	10,512.00	10,512.00
CIPP Point Repair - 24" x 4'	1	3,971.15	3,971.15
Idle time for Patch Trailer	1.5	300.00	450.00
Idle time for TV Truck	1.5	300.00	450.00
Idle time for Jet Truck	1.5	300.00	450.00
Idle time for Cutter Trailer	1.5	300.00	450.00

\$16,283.15

E-mail

office@citsewer.com

CIT Sewer Solutions offers E-mailed Invoices and Credit Card payments. A Convenience Fee of 3% will be charged on all credit card payments. Please let us know if you would like to use these services.



Contract Number: 17-20
Pay Request Number: 2

Project Number	Project Description
17-20	County Rd. B & Cohansey Blvd. Sanitary Sewer

Contractor: SGP Contracting, Inc. 2878 37th St NW Maple Lake, MN 55358	Vendor Number: N/A Up To Date: 08/25/2021
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Contract Amount		Funds Encumbered	
Original Contract	\$298,932.28	Original	\$298,932.28
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$298,932.28	Total	\$298,932.28

Work Certified To Date	
Base Bid Items	\$142,061.38
Contract Changes	\$
Material On Hand	\$0.00
Total	\$142,061.38

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$4,937.00	\$142,061.38	\$7,103.07	\$130,268.16	\$4,690.15	\$134,958.31
Percent: Retained: 5%			Percent Complete: 47.52%		

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

Approved By:

Stephonie Smith

Project Engineer

Approved By:

Ferry Schurhsmer

Contractor

Date: *08/25/2021*

Date: *08/25/2021*

Approved By

Marcus Culver

Project Owner

RV Sanitary - \$4,690.15
Accounting code: 600-05-50-00-2107-61-453000

Date: *08/25/2021*



Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-08-19	\$137,124.38	\$6,856.22	\$130,268.16
2	2021-08-25	\$4,937.00	\$246.85	\$4,690.15

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Sanitary Sewer		\$142,061.38	\$7,103.07	\$130,268.16	\$4,690.15	\$134,958.31

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Sanitary Sewer Utility Fund	\$4,690.15			\$134,958.31

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
17-20	1	2021.501	MOBILIZATION	LS	\$29,704.30	1	0	\$0.00	1	\$29,704.30
17-20	2	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$650.00	2	0	\$0.00	1	\$650.00
17-20	3	2104.502	REMOVE CASTING	EACH	\$100.00	2	0	\$0.00	1	\$100.00
17-20	4	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$5.78	20	0	\$0.00	0	\$0.00
17-20	5	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.41	630	0	\$0.00	345	\$1,176.45
17-20	6	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	\$5.00	150	0	\$0.00	91	\$455.00
17-20	7	2104.503	REMOVE BITUMINOUS CURB	L F	\$4.91	50	0	\$0.00	0	\$0.00
17-20	8	2104.503	REMOVE CONCRETE CURB	L F	\$4.91	30	0	\$0.00	30	\$147.30
17-20	9	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$15.18	1020	0	\$0.00	265	\$4,022.70
17-20	10	2105.501	COMMON EXCAVATION (EV)	C Y	\$31.16	350	0	\$0.00	106.52	\$3,319.16
17-20	11	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$1.87	100	0	\$0.00	0	\$0.00
17-20	12	2105.507	SUBGRADE EXCAVATION (EV)	C Y	\$31.16	100	0	\$0.00	0	\$0.00
17-20	13	2105.507	SELECT GRANULAR BORROW (CV)	C Y	\$37.59	100	0	\$0.00	0	\$0.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
17-20	14	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$160.00	5	0	\$0.00	0	\$0.00
17-20	15	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$47.91	300	0	\$0.00	106.52	\$5,103.37
17-20	16	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$118.65	370	0	\$0.00	0	\$0.00
17-20	17	2232.501	EDGE MILL BITUMINOUS SURFACE	S Y	\$7.46	20	0	\$0.00	0	\$0.00
17-20	18	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$7.35	80	0	\$0.00	0	\$0.00
17-20	19	2451.609	PIPE BEDDING MATERIAL	TON	\$36.03	30	0	\$0.00	31.4	\$1,131.34
17-20	20	2503.503	10" PVC PIPE SEWER	L F	\$115.60	110	0	\$0.00	75	\$8,670.00
17-20	21	2503.512	8" PVC PIPE SDR 35	L F	\$254.50	40	0	\$0.00	50	\$12,725.00
17-20	22	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$1,804.38	3	0	\$0.00	3	\$5,413.14
17-20	23	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	\$1,880.70	3	0	\$0.00	2	\$3,761.40
17-20	24	2504.601	TEMPORARY BYPASS PUMPING	L S	\$32,546.80	1	0	\$0.00	0.75	\$24,410.10
17-20	26	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$13,546.16	1	0	\$0.00	0	\$0.00
17-20	29	2506.502	INSTALL CASTING	EACH	\$830.00	1	0	\$0.00	1	\$830.00
17-20	30	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$787.95	9	0	\$0.00	9	\$7,091.55
17-20	31	2506.516	MANHOLE CASTING R-1733	EACH	\$426.98	1	0	\$0.00	1	\$426.98
17-20	32	2506.603	CONSTRUCT 8" OUTSIDE DROP	L F	\$1,285.85	2	0	\$0.00	2	\$2,571.70
17-20	33	2506.603	CONSTRUCT 24" OUTSIDE DROP	L S	\$49,698.96	1	0	\$0.00	0	\$0.00
17-20	34	2506.603	CONSTRUCT 8" INSIDE DROP	L S	\$4,697.89	1	0	\$0.00	1	\$4,697.89
17-20	35	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$50.00	30	0	\$0.00	0	\$0.00
17-20	36	2563.601	TRAFFIC CONTROL	LS	\$14,825.00	1	0.3330185498	\$4,937.00	1.3330185498	\$19,762.00
17-20	37	2573.501	EROSION CONTROL SUPERVISOR	LS	\$2,500.00	1	0	\$0.00	1	\$2,500.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
17-20	38	2573.502	STORM DRAIN INLET PROTECTION TYPE A	EACH	\$325.00	8	0	\$0.00	8	\$2,600.00
17-20	39	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$4.95	200	0	\$0.00	160	\$792.00
17-20	40	2575.604	TURF ESTABLISHMENT WITH SEED AND BLANKET	S Y	\$7.00	100	0	\$0.00	0	\$0.00
17-20	41	2582.503	4" SOLID LINE PAINT	L F	\$1.79	100	0	\$0.00	0	\$0.00
17-20	42	2582.503	4" BROKEN LINE PAINT	L F	\$1.79	20	0	\$0.00	0	\$0.00
17-20	43	2582.503	4" DBLE SOLID LINE PAINT	L F	\$3.57	110	0	\$0.00	0	\$0.00
17-20	44	2582.518	PAVT MSSG PAINT	S F	\$6.09	20	0	\$0.00	0	\$0.00
17-20	45	2582.518	CROSSWALK PAINT	S F	\$5.15	150	0	\$0.00	0	\$0.00
Base Bid Totals:								\$4,937.00		\$142,061.38

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
17-20	BASE BID	\$4,937.00	\$142,061.38

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:										\$		\$

Contract Total	\$142,061.38
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments



CITY OF ROSEVILLE
2660 Civic Center Dr
Roseville, MN 55113

Page 5 of 5

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining



CITY OF ROSEVILLE
2660 Civic Center Dr
Roseville, MN 55113

Page 1 of 6

Contract Number: 19-21
Pay Request Number: 3

Project Number	Project Description
19-21	St. Rose of Lima Drainage Improvements

Contractor: OMG Midwest Inc. dba Minnesota Paving & Materials 14475 Quiram Drive Rogers, MN 55374	Vendor Number: 20 Up To Date: 01/24/2022
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Contract Amount		Funds Encumbered	
Original Contract	\$535,616.52	Original	\$535,616.52
Contract Changes	\$250,042.78	Additional	N/A
Revised Contract	\$785,659.30	Total	\$535,616.52

Work Certified To Date	
Base Bid Items	\$375,134.73
Contract Changes	\$434,670.07
Material On Hand	\$0.00
Total	\$809,804.80

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$14,810.54	\$809,804.80	\$0.00	\$755,244.55	\$54,560.25	\$809,804.80
Percent: Retained: 0%			Percent Complete: 103.07%		

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

Approved By:

Ed Kieger

Project Engineer

01/25/2022

Date

Approved By:

Jesse Treihsmmer

Contractor

04/04/2022

Date

Approved By

Marcus Culver

Project Owner

04/04/2022

Date



Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-09-09	\$319,084.65	\$15,954.23	\$303,130.42
2	2021-12-14	\$475,909.61	\$23,795.48	\$452,114.13
3	2022-01-24	\$14,810.54	(\$39,749.71)	\$54,560.25

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Storm Sewer		\$439,889.02	\$0.00	\$511,097.28	(\$71,208.26)	\$439,889.02
Watershed		\$369,915.78	\$0.00	\$244,147.27	\$125,768.51	\$369,915.78

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
640-08-64-00-1921-64-453000	Local - Storm Sewer	(\$71,208.26)	\$0.00	\$7,094.90	\$439,889.02
640-08-64-00-1921-64-453000	Watershed District	\$125,768.51	\$0.00	\$160,404.30	\$369,915.78

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-21	1	2021.501	MOBILIZATION	LS	\$21,285.82	1	0	\$0.00	1	\$21,285.82
19-21	2	2101.524	CLEARING	TREE	\$237.67	4	0	\$0.00	4	\$950.68
19-21	3	2101.524	GRUBBING	TREE	\$147.41	4	0	\$0.00	4	\$589.64
19-21	4	2101.602	TRIM TREE	EACH	\$185.52	6	0	\$0.00	6	\$1,113.12
19-21	5	2104.502	REMOVE CONCRETE APRON	EACH	\$94.88	2	0	\$0.00	4	\$379.52
19-21	6	2104.502	REMOVE BOLLARDS	EACH	\$104.39	6	0	\$0.00	6	\$626.34
19-21	7	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$300.85	5	0	\$0.00	5	\$1,504.25
19-21	8	2104.502	SALVAGE TOPSOIL	S Y	\$3.01	212	0	\$0.00	212	\$638.12
19-21	9	2104.502	SALVAGE BASKETBALL HOOP	EACH	\$1,002.82	2	0	\$0.00	2	\$2,005.64
19-21	10	2104.502	SALVAGE SIGN	EACH	\$78.29	12	0	\$0.00	12	\$939.48
19-21	11	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$2.31	410	0	\$0.00	408	\$942.48
19-21	12	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$15.04	350	0	\$0.00	350	\$5,264.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-21	13	2104.503	REMOVE CONCRETE CURB	L F	\$6.40	703	0	\$0.00	701	\$4,486.40
19-21	14	2104.503	REMOVE CONCRETE PARKING STOPS	L F	\$5.59	56	0	\$0.00	57	\$318.63
19-21	15	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$4.66	1180	0	\$0.00	1096	\$5,107.36
19-21	16	2105.501	COMMON EXCAVATION (EV)	C Y	\$30.08	50	0	\$0.00	50	\$1,504.00
19-21	17	2105.501	SOIL LOOSENING	S Y	\$2.51	434	0	\$0.00	434	\$1,089.34
19-21	18	2105.501	COMMON EXCAVATION OF PAVEMENT SUBBASE	C Y	\$30.19	275	0	\$0.00	40	\$1,207.60
19-21	19	2105.603	ROCK CONSTRUCTION ENTRANCE	EACH	\$1.22	1	0	\$0.00	1	\$1.22
19-21	20	2112.501	AGGREGATE GRADING AND COMPACTION	S Y	\$1.02	13300	0	\$0.00	13300	\$13,566.00
19-21	21	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$0.01	15	0	\$0.00	15	\$0.15
19-21	22	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$34.54	200	0	\$0.00	23	\$794.42
19-21	23	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$169.01	20	0	\$0.00	31.34	\$5,296.77
19-21	24	2232.504	MILL BITUMINOUS SURFACE	S Y	\$2.31	13300	0	\$0.00	13300	\$30,723.00
19-21	25	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$0.01	960	0	\$0.00	800	\$8.00
19-21	26	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;B)	TON	\$66.25	0	0	\$0.00	0	\$0.00
19-21	27	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3;B)	TON	\$63.04	0	0	\$0.00	0	\$0.00
19-21	28	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	\$250.71	1	0	\$0.00	1	\$250.71
19-21	29	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$100.28	4	0	\$0.00	2	\$200.56
19-21	30	2503.602	INSPECTION HOLE	EACH	\$1,203.39	2	0	\$0.00	2	\$2,406.78
19-21	31	2503.603	6" HDPE PIPE SEWER	L F	\$13.04	100	0	\$0.00	100	\$1,304.00
19-21	32	2503.603	12" HDPE PIPE SEWER	L F	\$17.05	530	0	\$0.00	436	\$7,433.80
19-21	33	2506.502	INSTALL CASTING	EACH	\$696.26	7	0	\$0.00	5	\$3,481.30



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-21	34	2506.503	CONST DRAINAGE STRUCTURE DESIGN C	L F	\$521.47	5	0	\$0.00	6.88	\$3,587.71
19-21	35	2506.503	CONSTRUCT CATCH BASIN	L F	\$376.06	7	0	\$0.00	16.73	\$6,291.48
19-21	36	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$485.37	11	0	\$0.00	25.55	\$12,401.20
19-21	37	2506.516	MANHOLE CASTING R-1733	EACH	\$316.89	1	2	\$633.78	2	\$633.78
19-21	38	2506.516	MANHOLE CASTING R-3067-V	EACH	\$451.27	3	5	\$2,256.35	5	\$2,256.35
19-21	39	2506.516	MANHOLE CASTING R-4342	EACH	\$260.73	2	2	\$521.46	5	\$1,303.65
19-21	40	2506.601	UNDERGROUND STORAGE SYSTEM	L S	\$136,584.39	1	0	\$0.00	1	\$136,584.39
19-21	41	2521.518	4" CONCRETE WALK	S F	\$9.22	100	0	\$0.00	180	\$1,659.60
19-21	42	2531.503	CONCRETE CURB & GUTTER DESIGN B612	L F	\$20.80	1407	264	\$5,491.20	1573	\$32,718.40
19-21	43	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$34.50	50	17	\$586.50	225	\$7,762.50
19-21	45	2531.602	ADA PEDESTRIAN CURB RAMP	EACH	\$1,526.29	1	0	\$0.00	1	\$1,526.29
19-21	46	2540.601	INSTALL BASKETBALL HOOP	EACH	\$1,504.23	2	0	\$0.00	2	\$3,008.46
19-21	47	2563.601	TRAFFIC CONTROL	LS	\$1,504.23	1	0	\$0.00	1	\$1,504.23
19-21	48	2564.502	INSTALL HANDICAP PARKING SIGN	EACH	\$2,963.34	4	0	\$0.00	4	\$11,853.36
19-21	49	2571.524	DECIDUOUS TREE 1.5" CAL B&B	TREE	\$651.83	11	0	\$0.00	11	\$7,170.13
19-21	50	2571.525	DECIDUOUS SHRUB NO 2 CONT	SHRB	\$59.17	106	0	\$0.00	106	\$6,272.02
19-21	51	2571.527	PERENNIAL NO 1 CONT	PLT	\$30.08	228	0	\$0.00	228	\$6,858.24
19-21	52	2573.501	EROSION CONTROL SUPERVISOR	LS	\$0.01	1	0	\$0.00	1	\$0.01
19-21	53	2573.502	STORM DRAIN INLET PROTECTION TYPE B	EACH	\$150.42	3	0	\$0.00	0	\$0.00
19-21	54	2573.502	STORM DRAIN INLET PROTECTION TYPE A	EACH	\$150.42	7	0	\$0.00	8	\$1,203.36
19-21	55	2573.502	CONCRETE WASHOUT	EACH	\$0.01	1	0	\$0.00	1	\$0.01



Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-21	56	2573.503	SILT FENCE; TYPE HI	L F	\$3.26	612	0	\$0.00	612	\$1,995.12
19-21	57	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$3.01	214	0	\$0.00	360	\$1,083.60
19-21	58	2574.507	BOULEVARD TOPSOIL BORROW	C Y	\$30.08	160	0	\$0.00	98	\$2,947.84
19-21	59	2575.513	SHREDDED HARDWOOD MULCH	CY	\$65.18	15	0	\$0.00	15	\$977.70
19-21	61	2575.604	TURF ESTABLISHMENT WITH SEED AND BLANKET	S Y	\$2.51	2461	0	\$0.00	2461	\$6,177.11
19-21	62	2582.518	PAVEMENT STRIPING	L S	\$2,423.83	1	0	\$0.00	0.8	\$1,939.06
Base Bid Totals:								\$9,489.29		\$375,134.73

Project Category Totals

Project	Category	Amount This Request	Amount To Date
19-21	Base Bid	\$9,489.29	\$375,134.73

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-21	CO	1	63	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	\$74.45	1120	0	\$0.00	1234.25	\$91,889.91
19-21	CO	1	64	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	\$71.24	1480	0	\$0.00	1601.03	\$114,057.38
19-21	CO	2	65	2123.610	Additional Street Sweeper (With Pickup Broom)	L S	\$1,500.00	1	0	\$0.00	1	\$1,500.00
19-21	CO	2	66	2563.601	ADDITIONAL TRAFFIC CONTROL	L S	\$2,153.86	1	0	\$0.00	1	\$2,153.86
19-21	CO	2	67	2582.518	PAVEMENT STRIPING	L S	\$1,103.00	1	0	\$0.00	1	\$1,103.00
19-21	CO	3	68	2105.501	COMMON EXCAVATION OF PAVEMENT SUBBASE	C. Y.	(\$15.50)	345	0	\$0.00	345	(\$5,347.50)
19-21	CO	3	69	2105.609	HAUL & DISPOSE OF CONTAMINATED MATERIAL	TON	\$92.40	2087.3	0	\$0.00	2087.3	\$192,866.52
19-21	CO	3	70	2106.507	COMMON BORROW (LV)	C Y	\$16.50	562	0	\$0.00	562	\$9,273.00



Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-21	CO	3	71	2123.610	TRUCK	HOURL	\$133.10	32	0	\$0.00	32	\$4,259.20
19-21	CO	3	72	2123.610	TRACTOR MOUNTED BACKHOE	HOURL	\$253.00	10	0	\$0.00	10	\$2,530.00
19-21	CO	3	73	2123.510	COMMON LABORERS	HOURL	\$102.30	12	0	\$0.00	12	\$1,227.60
19-21	CO	3	74	2104.505	SUPERVISOR WITH PICKUP AND TOOLS	HR	\$165.00	15	0	\$0.00	15	\$2,475.00
19-21	CO	3	75	2506.602	MOBILIZATION OF ADDITIONAL EQUIPMENT FOR STOCKPILE RELOCATION	LS	\$1,650.00	1	0	\$0.00	1	\$1,650.00
19-21	CO	3	76	2105.604	COVER CONTAMINATED MATERIAL STOCKPILE WITH PLASTIC LINER AND BIOLOGS	L. S.	\$1,460.85	1	0	\$0.00	1	\$1,460.85
19-21	CO	3	77	2104.602	SEAL WELL SHAFT	EACH	\$8,250.00	1	0	\$0.00	1	\$8,250.00
19-21	CO	4	78	2531.604	6" CONCRETE VALLEY GUTTER	S Y	\$125.00	42.57	42.57	\$5,321.25	42.57	\$5,321.25
Contract Change Totals:										\$5,321.25		\$434,670.07

Contract Total	\$809,804.80
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
4	Reinforced Valley Gutters	\$5,321.25	\$5,321.25
1	Replace B oil with C oil	\$0.00	\$205,947.29
2	This change order covers 3 items: Additional Sweeping, Striping and Traffic Control	\$0.00	\$4,756.86
3	This Change Order covers the contaminated material disposal.	\$0.00	\$218,644.67

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining



CITY OF ROSEVILLE
2660 Civic Center Dr
Roseville, MN 55113

Page 1 of 8

Contract Number: 20-07
Pay Request Number: 9

Project Number	Project Description
20-07	RCD Storm Sewer Ditch Replacement and Trail

Contractor: Meyer Contracting Inc. 11000 93rd Avenue North Maple Grove, MN 55369	Vendor Number: N/A Up To Date: 03/10/2022
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Contract Amount		Funds Encumbered	
Original Contract	\$3,910,845.28	Original	\$3,910,845.28
Contract Changes	\$-1,394,735.84	Additional	N/A
Revised Contract	\$2,516,109.44	Total	\$3,910,845.28

Work Certified To Date	
Base Bid Items	\$2,627,588.71
Contract Changes	\$134,339.18
Material On Hand	\$0.00
Total	\$2,761,927.89

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$2,761,927.89	\$0.00	\$2,751,927.89	\$10,000.00	\$2,761,927.89
Percent: Retained: 0%			Percent Complete: 109.77%		

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

Approved By:

Jesse Freihammer

Project Engineer

03/31/2022

Date

Approved By:

Hevin Shaw

Contractor

04/01/2022

Date

Approved By

Marcus Culver

Project Owner

04/27/2022

Date



Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-05-17	\$112,382.70	\$5,619.14	\$106,763.56
2	2021-05-31	\$696,989.23	\$34,849.46	\$662,139.77
3	2021-07-07	\$821,279.83	\$41,063.99	\$780,215.84
4	2021-08-04	\$338,677.12	\$16,933.85	\$321,743.27
5	2021-09-02	\$286,460.75	\$14,323.04	\$272,137.71
6	2021-10-06	\$346,666.08	\$17,333.31	\$329,332.77
7	2021-11-18	\$127,149.35	(\$120,122.79)	\$247,272.14
8	2021-12-08	\$32,322.83	\$0.00	\$32,322.83
9	2022-03-10	\$0.00	(\$10,000.00)	\$10,000.00

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Pathway		\$489,177.75	\$0.00	\$487,406.61	\$1,771.14	\$489,177.75
Storm Sewer		\$2,272,750.14	\$0.00	\$2,264,521.28	\$8,228.86	\$2,272,750.14

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
640-08-54-00-2007-64-453000	Local / Other[1]	\$10,000.00	\$2,516,109.44	\$3,910,845.28	\$2,761,927.89

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20-07	2	2503.503	84" SRPE PIPE SEWER	L F	\$610.96	1	0	\$0.00	0	\$0.00
20-07	3	2021.501	MOBILIZATION	LS	\$16,744.00	1	0	\$0.00	1	\$16,744.00
20-07	4	2101.505	CLEARING (P)	ACRE	\$23,026.00	3.8	0	\$0.00	3.8	\$87,498.80
20-07	5	2104.502	REMOVE 78" FES AND 6' X 10' WINGWALL	EACH	\$1,408.00	2	0	\$0.00	2	\$2,816.00
20-07	6	2104.502	REMOVE FLARED END SECTION	EACH	\$318.00	7	0	\$0.00	5	\$1,590.00
20-07	7	2104.503	SAWING BITUMINOUS PAVEMENT	L F	\$3.90	129	0	\$0.00	138.5	\$540.15
20-07	8	2104.503	REMOVE PIPE CULVERTS	L F	\$29.25	26	0	\$0.00	113	\$3,305.25
20-07	9	2104.503	REMOVE CURB & GUTTER	L F	\$8.50	113	0	\$0.00	125	\$1,062.50
20-07	10	2104.504	REMOVE CONCRETE MEDIAN	S Y	\$14.50	13	0	\$0.00	19	\$275.50
20-07	11	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$8.70	53	0	\$0.00	21	\$182.70



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20-07	12	2105.507	SUBGRADE EXCAVATION	C Y	\$41.00	100	0	\$0.00	0	\$0.00
20-07	13	2106.507	EXCAVATION - COMMON	C Y	\$5.40	1472	0	\$0.00	1472	\$7,948.80
20-07	14	2106.507	COMON EMBANKMENT (LV)	C Y	\$5.00	31290	0	\$0.00	27960	\$139,800.00
20-07	15	2106.507	COMMON BORROW (LV)	C Y	\$18.75	5500	0	\$0.00	14028	\$263,025.00
20-07	16	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$155.00	5	0	\$0.00	16	\$2,480.00
20-07	17	2130.523	WATER	MGAL	\$80.00	10	0	\$0.00	106	\$8,480.00
20-07	18	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$57.50	537	0	\$0.00	547	\$31,452.50
20-07	19	2231.604	BITUMINOUS PATCH SPECIAL	S Y	\$86.00	53	0	\$0.00	53	\$4,558.00
20-07	20	2360.504	TYPE SP 9.5 WEAR CRS MIX(3;B) 3.0" THICK	S Y	\$14.00	2457	0	\$0.00	2553	\$35,742.00
20-07	21	2412.503	CONST 14X6 CONCRETE BOX MH	EACH	\$36,736.00	1	0	\$0.00	1	\$36,736.00
20-07	22	2503.503	12" PVC PIPE SEWER	L F	\$76.25	13	0	\$0.00	21	\$1,601.25
20-07	23	2503.503	24" RC PIPE SEWER CLASS V	L F	\$145.50	8	0	\$0.00	15	\$2,182.50
20-07	24	2503.503	48" RC PIPE SEWER	L F	\$267.00	20	0	\$0.00	20	\$5,340.00
20-07	25	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$741.00	10	0	\$0.00	10	\$7,410.00
20-07	26	2503.603	12" HDPE PIPE SEWER	L F	\$63.25	43	0	\$0.00	108	\$6,831.00
20-07	27	2503.603	15" HDPE PIPE SEWER	L F	\$48.00	107	0	\$0.00	60	\$2,880.00
20-07	28	2503.603	18" HDPE PIPE SEWER	L F	\$77.25	76	0	\$0.00	78	\$6,025.50
20-07	29	2503.603	24" HDPE PIPE SEWER	L F	\$137.00	7	0	\$0.00	23	\$3,151.00
20-07	30	2505.601	UTILITY COORDINATION	L S	\$3,782.00	1	0	\$0.00	1	\$3,782.00
20-07	31	2506.503	CONSTRUCT CATCH BASIN	EACH	\$2,178.00	3	0	\$0.00	2	\$4,356.00
20-07	32	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$3,810.00	1	0	\$0.00	2	\$7,620.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20-07	33	2506.503	CONST DRAINAGE STRUCTURE DES 120-4020	EACH	\$32,610.00	1	0	\$0.00	1	\$32,610.00
20-07	34	2506.603	CONSTRUCT 48" MH ACCESS RISER	EACH	\$3,295.00	4	0	\$0.00	4	\$13,180.00
20-07	35	2521.518	4" CONCRETE WALK	S F	\$5.80	1100	0	\$0.00	1758	\$10,196.40
20-07	36	2521.518	6" CONCRETE WALK	S F	\$11.25	160	0	\$0.00	668	\$7,515.00
20-07	37	2521.518	6" CONCRETE WALK SPECIAL	S F	\$21.75	1225	0	\$0.00	786	\$17,095.50
20-07	38	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$29.25	113	0	\$0.00	132	\$3,861.00
20-07	39	2531.618	TRUNCATED DOMES	S F	\$70.00	24	0	\$0.00	94	\$6,580.00
20-07	40	2540.602	WASTE RECEPTACLE	EACH	\$2,933.00	3	0	\$0.00	0	\$0.00
20-07	41	2540.602	BENCH	EACH	\$1,650.00	3	0	\$0.00	0	\$0.00
20-07	42	2545.502	LIGHTING UNIT TYPE SPECIAL 1	EACH	\$5,450.00	19	0	\$0.00	19	\$103,550.00
20-07	43	2545.502	LIGHTING UNIT TYPE SPECIAL 2	EACH	\$7,890.00	8	0	\$0.00	8	\$63,120.00
20-07	44	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	\$985.00	27	0	\$0.00	27	\$26,595.00
20-07	45	2545.502	SERVICE CABINET -TYPE L1	EACH	\$5,025.00	1	0	\$0.00	1	\$5,025.00
20-07	46	2545.502	SERVICE EQUIPMENT	EACH	\$2,225.00	1	0	\$0.00	1	\$2,225.00
20-07	47	2545.502	EQUIPMENT PAD B	EACH	\$875.00	1	0	\$0.00	1	\$875.00
20-07	48	2545.503	1.5" NON-METALLIC CONDUIT	L F	\$4.70	4258	0	\$0.00	4650	\$21,855.00
20-07	49	2545.503	UNDERGROUND WIRE 1/C 6 AWG	L F	\$1.50	21000	0	\$0.00	20432	\$30,648.00
20-07	50	2557.603	INSTALL CONSTRUCTION FENCE	L F	\$4.40	450	0	\$0.00	0	\$0.00
20-07	51	2563.601	TRAFFIC CONTROL	LS	\$2,200.00	1	0	\$0.00	1	\$2,200.00
20-07	52	2564.518	SIGN PANELS TYPE C	S F	\$37.00	34	0	\$0.00	34	\$1,258.00
20-07	53	2564.518	SIGN PANELS TYPE SPECIAL	EACH	\$150.00	2	0	\$0.00	2	\$300.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20-07	54	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	\$541.00	83	0	\$0.00	70	\$37,870.00
20-07	55	2571.524	ORNAMENTAL TREE 2" CAL B&B	TREE	\$405.00	128	0	\$0.00	74	\$29,970.00
20-07	56	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$5,720.00	1	0	\$0.00	1	\$5,720.00
20-07	57	2573.501	EROSION CONTROL SUPERVISOR	LS	\$7,529.00	1	0	\$0.00	1	\$7,529.00
20-07	58	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$175.00	13	0	\$0.00	8	\$1,400.00
20-07	59	2573.503	SILT FENCE; TYPE MS	L F	\$2.30	1350	0	\$0.00	0	\$0.00
20-07	60	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$4.00	2000	0	\$0.00	409	\$1,636.00
20-07	61	2573.601	TEMPORARY EROSION CONTROL	ACRE	\$625.00	4.7	0	\$0.00	0	\$0.00
20-07	62	2574.507	COMMON TOPSOIL BORROW (LV)	C Y	\$32.75	500	0	\$0.00	5076	\$166,239.00
20-07	63	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$2.00	20330	0	\$0.00	17327.43	\$34,654.86
20-07	64	2575.508	SEED MIXTURE 35-221	LB	\$21.50	170	0	\$0.00	146	\$3,139.00
20-07	65	2571.525	DECIDUOUS SHRUB NO 5 CONT	SHRB	\$49.50	10	0	\$0.00	0	\$0.00
20-07	66	2571.527	PERENNIAL NO 1 CONT	PLT	\$39.50	22	0	\$0.00	76	\$3,002.00
20-07	67	2503.503	84" RC PIPE SEWER CLASS II	L F	\$509.50	2438	0	\$0.00	2435	\$1,240,632.50
20-07	68	2105.601	WATER CONTROL	L S	\$51,691.00	1	0	\$0.00	1	\$51,691.00
20-07	69	2105.501	REMOVE AND DISPOSE OF DEBRIS	CY	\$59.25	30	0	\$0.00	0	\$0.00
20-07	70	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$3.00	100	0	\$0.00	0	\$0.00
Base Bid Totals:								\$0.00		\$2,627,588.71

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
20-07	Alternate Bid A	\$0.00	\$1,240,632.50
20-07	Alternate Bid B	\$0.00	\$0.00
20-07	Base Bid	\$0.00	\$1,386,956.21



Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20-07	CO	1	71	2545.602	HOLD POWER POLE	EACH	\$643.50	6	0	\$0.00	5	\$3,217.50
20-07	CO	1	72	2575.560	HYDROMULCH, BONDED FIBER MATRIX	L B	\$1.21	2800	0	\$0.00	11000	\$13,310.00
20-07	CO	1	73	2575.560	HYDROMULCH, TYPE 6	L B	\$1.10	8400	0	\$0.00	2500	\$2,750.00
20-07	CO	2	74	2573.607	ROCK DITCH CHECK	L S	\$12,000.00	1	0	\$0.00	0.2579	\$3,094.80
20-07	CO	3	75	2506.503	CONSTRUCT DRAINAGE STRUCTURE DES 144-4020	EACH	\$46,599.77	1	0	\$0.00	1	\$46,599.77
20-07	CO	4	76	2506.503	CONSTRUCT 30" DIA. CATCH BASIN	EACH	\$2,199.39	3	0	\$0.00	3	\$6,598.17
20-07	CO	4	77	2506.503	CONSTRUCT 30" DIA. CATCH BASIN	EACH	\$2,203.67	1	0	\$0.00	1	\$2,203.67
20-07	CO	5	78	2545.602	DOWN GUY GUARD & ANCHOR	EACH	\$605.00	1	0	\$0.00	1	\$605.00
20-07	CO	6	79	2506.602	CONTRACTOR DOWN TIME DUE TO DEVELOPER ACTIVITIES ONSITE	L S	\$4,292.22	1	0	\$0.00	1	\$4,292.22
20-07	CO	7	80	2545.503	1.5" NON-METALLIC COND(DIRECTIONAL BORE)	L F	\$19.25	442	0	\$0.00	442	\$8,508.50
20-07	CO	8	81	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$37.68	58	0	\$0.00	74	\$2,787.95
20-07	CO	8	82	2472.502	COUPLERS (REINFORCEMENT BARS) T-4	EACH	\$27.50	30	0	\$0.00	60	\$1,650.00
20-07	CO	8	83	2301.504	CONCRETE PAVEMENT 8.0"	S Y	\$204.93	34	0	\$0.00	41.1	\$8,422.62
20-07	CO	10	84	2502.602	12" CLEANOUT W/COVER	EACH	\$385.12	1	0	\$0.00	1	\$385.12
20-07	CO	11	85	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$3,304.65	1	0	\$0.00	1	\$3,304.65
20-07	CO	12	86	2101.505	GRUBBING	L S	\$8,473.00	1	0	\$0.00	1	\$8,473.00
20-07	CO	13	87	2571.524	RELOCATE TREE	EACH	\$550.00	2	0	\$0.00	2	\$1,100.00
20-07	CO	14	88	2104.509	REMOVE PIPE SEWERS AND BULKHEAD CONNECTION	L S	\$1,874.00	1	0	\$0.00	1	\$1,874.00



Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20-07	CO	15	89	2105.601	SWALE GRADING	L S	\$1,971.00	1	0	\$0.00	1	\$1,971.00
20-07	CO	16	90	2105.601	SITE GRADING	LS	\$2,342.06	1	0	\$0.00	1	\$2,342.06
20-07	CO	17	91	2104.503	Sawing Concrete Pavement	L S	\$439.32	1	0	\$0.00	1	\$439.32
20-07	CO	18	92	2575.508	SEED MIXTURE 25-151	LB	\$9.90	150	0	\$0.00	150	\$1,485.00
20-07	CO	19	93	2545.501	CONDUIT EXTENSION FOR CONNECTION	L S	\$1,567.50	1	0	\$0.00	1	\$1,567.50
20-07	CO	20	94	2011.601	DESIGN & CONSTRUCT	LS	\$7,357.33	1	0	\$0.00	1	\$7,357.33
Contract Change Totals:										\$0.00		\$134,339.18

Contract Total	\$2,761,927.89
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Contract Change Totals

Number	Description	Amount This Request	Amount To Date
17	Additional Concrete Sawcutting	\$0.00	\$439.32
8	Replace B624 curb and gutter and 8" thick concrete pavement at County Rd. C	\$0.00	\$12,860.57
4	Upsize CB 11+21, CB 16+26, and CB 22+17 from 27" diameter to 30" diameter	\$0.00	\$8,801.84
5	Relocate Power Pole Guy Wire at Approximately Station 12+00	\$0.00	\$605.00
11	Connect existing 12" unknown storm drain at Tile Shop parking lot to new storm sewer line.	\$0.00	\$3,304.65
12	Remove and dispose of stumps	\$0.00	\$8,473.00
6	Contractor down time due to Developer activities onsite	\$0.00	\$4,292.22
7	Directional bore for 1.5" non-metallic conduit	\$0.00	\$8,508.50
1	Hold Power Pole. Hydromulch, Bonded Fiber Matrix Hydromulch, Type 6	\$0.00	\$19,277.50
2	Installation of Rock Checks For Erosion Control	\$0.00	\$3,094.80
3	Upsize MH-1 from 120" diameter to 144" diameter	\$0.00	\$46,599.77
20	Additional Design and Survey	\$0.00	\$7,357.33
18	Grass Seed Addition	\$0.00	\$1,485.00
16	Grade Changes Ner Terrace Drive	\$0.00	\$2,342.06
9	Delete 84" SRPE Pipe	\$0.00	\$0.00
10	Install HDPE Cleanout	\$0.00	\$385.12
14	Remove existing pipe and bulkhead opening.	\$0.00	\$1,874.00
19	Electrical Conduit Extension For Connection	\$0.00	\$1,567.50
13	Tree Relocations	\$0.00	\$1,100.00
15	Swale Grading	\$0.00	\$1,971.00

Material On Hand Additions

Line	Item	Description	Date	Added	Comments



CITY OF ROSEVILLE
2660 Civic Center Dr
Roseville, MN 55113

Page 8 of 8

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining
67	2503.503	84" RC PIPE SEWER CLASS II	2021-05-30	1,376 L F \$421,379.38	1,376 L F \$421,379.38	0 L F \$0.00



CITY OF ROSEVILLE
2660 Civic Center Dr
Roseville, MN 55113

Page 1 of 9

Contract Number: 21-04
Pay Request Number: 6

Project Number	Project Description
21-04	2021 Pavement Management Project

Contractor: Bituminous Roadways, Inc. 1520 Commerce Drive Mendota Heights, MN 55120	Vendor Number: N/A Up To Date: 01/13/2022
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Contract Amount		Funds Encumbered	
Original Contract	\$2,122,000.75	Original	\$2,122,000.75
Contract Changes	\$72,664.58	Additional	N/A
Revised Contract	\$2,194,665.33	Total	\$2,122,000.75

Work Certified To Date	
Base Bid Items	\$2,095,555.58
Contract Changes	\$72,664.58
Material On Hand	\$0.00
Total	\$2,168,220.16

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$91,105.75	\$2,168,220.16	\$0.00	\$2,056,343.27	\$111,876.89	\$2,168,220.16
Percent: Retained: 0%			Percent Complete: 98.8%		

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

Approved By:

Stephonie Smith

Project Engineer

01/13/2022

Date

Approved By:

Drew McLesn

Contractor

01/13/2022

Date

Approved By

Marcus Culver

Project Owner

01/14/2022

Date



Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-07-29	\$547,385.20	\$27,369.26	\$520,015.94
2	2021-09-02	\$496,664.65	\$24,833.23	\$471,831.42
3	2021-09-27	\$574,217.89	\$28,710.90	\$545,506.99
4	2021-10-29	\$366,283.19	\$18,314.16	\$347,969.03
5	2021-12-08	\$92,563.48	(\$78,456.41)	\$171,019.89
6	2022-01-13	\$91,105.75	(\$20,771.14)	\$111,876.89

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Local Street		\$1,321,987.32	\$0.00	\$1,271,192.21	\$50,795.11	\$1,321,987.32
Lydia Ave. SAP. 160-226-009		\$33,825.22	\$0.00	\$24,932.79	\$8,892.43	\$33,825.22
Rice St. SAP. 062-649-051		\$46,727.23	\$0.00	\$37,637.06	\$9,090.17	\$46,727.23
Rice St. SAP. 160-020-042		\$69,954.90	\$0.00	\$60,622.56	\$9,332.34	\$69,954.90
Sanitary Sewer		\$175,713.83	\$0.00	\$173,956.70	\$1,757.13	\$175,713.83
Storm Sewer		\$99,972.55	\$0.00	\$80,925.13	\$19,047.42	\$99,972.55
Water main		\$63,630.54	\$0.00	\$60,756.84	\$2,873.70	\$63,630.54
Western Ave. SAP. 160-222-011		\$253,068.22	\$0.00	\$247,256.91	\$5,811.31	\$253,068.22
West Owasso Blvd. SAP. 160-254-002		\$103,340.35	\$0.00	\$99,063.07	\$4,277.28	\$103,340.35

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
590-03-69-00-2104-48-490000	Municipal (MSAS > 5000)	\$37,403.53	\$501,942.74	\$501,942.74	\$506,915.92
590-03-69-00-2104-48-490000	Local - Street	\$50,795.11	\$1,342,269.13	\$1,301,987.54	\$1,321,987.32
600-05-50-00-2104-61-490000	Sanitary Sewer Utility Fund	\$1,757.13	\$163,354.34	\$163,354.34	\$175,713.83
610-06-51-00-2104-62-490000	Water Utility Fund	\$2,873.70	\$62,712.48	\$62,712.48	\$63,630.54
640-08-54-00-2104-64-490000	Local - Storm Sewer	\$19,047.42	\$110,233.65	\$92,003.65	\$99,972.55

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	1	2021.501	MOBILIZATION	LS	\$90,000.00	1	0	\$0.00	1	\$90,000.00
21-04	2	2101.505	CLEARING	ACRE	\$10,200.00	0.1	0.1	\$1,020.00	0.2	\$2,040.00
21-04	3	2101.505	GRUBBING	ACRE	\$10,200.00	0.1	0.1	\$1,020.00	0.2	\$2,040.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	4	2101.602	TRIM TREE	EACH	\$355.00	6	0	\$0.00	6	\$2,130.00
21-04	5	2102.518	PAVEMENT MARKING REMOVAL	S F	\$4.25	80	0	\$0.00	276	\$1,173.00
21-04	6	2104.502	REMOVE MAIL BOX SUPPORT	EACH	\$66.40	5	1	\$66.40	3	\$199.20
21-04	7	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$1,035.00	1	0	\$0.00	0	\$0.00
21-04	8	2104.502	REMOVE GATE VALVE & BOX	EACH	\$360.00	2	0	\$0.00	2	\$720.00
21-04	9	2104.502	REMOVE HYDRANT	EACH	\$515.00	2	0	\$0.00	3	\$1,545.00
21-04	10	2104.503	REMOVE WATER MAIN	L F	\$20.50	20	0	\$0.00	7	\$143.50
21-04	11	2104.503	REMOVE CHAIN LINK FENCE	L F	\$12.00	40	0	\$0.00	38	\$456.00
21-04	12	2104.503	REMOVE PIPE CULVERTS	L F	\$2.05	60	0	\$0.00	3.5	\$7.18
21-04	13	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$1.85	3407	0	\$0.00	2254	\$4,169.90
21-04	14	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$5.65	20	400	\$2,260.00	439	\$2,480.35
21-04	15	2104.503	REMOVE CONCRETE CURB	L F	\$11.95	2095	345.5	\$4,128.73	2507.5	\$29,964.63
21-04	16	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$15.75	681	64.28	\$1,012.41	668.28	\$10,525.41
21-04	17	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$3.87	25015	0	\$0.00	27311.66	\$105,696.12
21-04	18	2104.518	REMOVE CONCRETE WALK	S F	\$9.75	20	0	\$0.00	3644	\$35,529.00
21-04	19	2105.507	COMMON EXCAVATION	C Y	\$25.75	1696	0	\$0.00	1362	\$35,071.50
21-04	20	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$4.50	40	0	\$0.00	0	\$0.00
21-04	21	2105.507	SELECT GRANULAR BORROW (CV)	C Y	\$39.00	508	0	\$0.00	407.89	\$15,907.71
21-04	22	2105.507	SUBGRADE EXCAVATION (EV)	C Y	\$28.00	704	0	\$0.00	674	\$18,872.00
21-04	23	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$175.00	75	0	\$0.00	35	\$6,125.00
21-04	24	2130.523	WATER	MGAL	\$53.50	25	0	\$0.00	35	\$1,872.50



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	25	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$42.00	1178	0	\$0.00	872.25	\$36,634.50
21-04	26	2112.501	AGGREGATE GRADING AND COMPACTION	STA	\$255.00	45	0	\$0.00	45	\$11,475.00
21-04	27	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$155.00	63	0	\$0.00	333.95	\$51,762.25
21-04	28	2232.501	EDGE MILL BITUMINOUS SURFACE	S Y	\$3.00	244	0	\$0.00	244	\$732.00
21-04	29	2232.504	MILL BITUMINOUS SURFACE	S Y	\$0.81	8152	0	\$0.00	13072	\$10,588.32
21-04	30	2232.504	MILL BITUMINOUS SURFACE (1.5")	S Y	\$1.36	75192	0	\$0.00	74970	\$101,959.20
21-04	31	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	\$1.49	23941	0	\$0.00	28253	\$42,096.97
21-04	32	2331.603	SAW AND SEAL CONTROL JOINT IN BITUMINOUS PAVEMENT	L F	\$2.75	4626	0	\$0.00	5287	\$14,539.25
21-04	33	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$0.01	16709	0	\$0.00	7637	\$76.37
21-04	34	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;B)	TON	\$100.00	279	153.9	\$15,390.00	358.25	\$35,825.00
21-04	35	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	\$66.00	4384	0	\$0.00	4163.93	\$274,819.38
21-04	36	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;B)	TON	\$50.75	11881	0	\$0.00	10173.93	\$516,326.95
21-04	37	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4;L)	TON	\$165.00	25	0	\$0.00	25.7	\$4,240.50
21-04	38	2360.509	TYPE SP 12.5 WEARING COURSE MIX (5;L)	TON	\$178.00	25	0	\$0.00	33.06	\$5,884.68
21-04	39	2451.607	ROCK BEDDING (LV)	C Y	\$70.00	20	0	\$0.00	14	\$980.00
21-04	40	2503.503	12" RC PIPE SEWER	L F	\$75.70	40	0	\$0.00	40	\$3,028.00
21-04	41	2503.503	15" RC PIPE SEWER	L F	\$78.60	32	0	\$0.00	3.5	\$275.10
21-04	42	2503.503	12" PVC PIPE SEWER	L F	\$43.00	99	0	\$0.00	99	\$4,257.00
21-04	43	2503.602	INSPECTION HOLE	EACH	\$686.00	2	0	\$0.00	0	\$0.00
21-04	44	2503.602	CONNECT TO EXISTING MANHOLES	EACH	\$720.00	6	0	\$0.00	2	\$1,440.00
21-04	45	2503.602	SANITARY SEWER SERVICE	EACH	\$3,840.00	19	0	\$0.00	18	\$69,120.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	46	2504.602	ADJUST GATE VALVE & BOX	EACH	\$350.00	1	0	\$0.00	6	\$2,100.00
21-04	47	2504.602	6" GATE VALVE & BOX	EACH	\$3,000.00	3	0	\$0.00	3	\$9,000.00
21-04	48	2504.602	INSTALL HYDRANT	EACH	\$8,170.00	3	0	\$0.00	3	\$24,510.00
21-04	49	2504.602	INSULATE WATER SERVICE	L F	\$58.50	95	0	\$0.00	115	\$6,727.50
21-04	50	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$145.00	20	0	\$0.00	19	\$2,755.00
21-04	51	2504.608	WATERMAIN FITTINGS	LB	\$31.00	10	0	\$0.00	178	\$5,518.00
21-04	52	2506.502	INSTALL CASTING	EACH	\$488.00	6	0	\$0.00	6	\$2,928.00
21-04	53	2506.502	ADJUST CATCH BASIN FRAME AND RING	EACH	\$458.00	76	0	\$0.00	46	\$21,068.00
21-04	54	2506.502	ADJUST MANHOLE FRAME AND RING	EACH	\$695.00	48	0	\$0.00	42	\$29,190.00
21-04	55	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	L F	\$1,170.00	5.78	0	\$0.00	5.78	\$6,762.60
21-04	56	2506.503	CONSTRUCT CATCH BASIN	L F	\$550.00	12	0	\$0.00	12	\$6,600.00
21-04	57	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$765.00	7.53	0	\$0.00	7.53	\$5,760.45
21-04	58	2504.516.00018	MANHOLE CASTING R-3067	EACH	\$488.00	2	0	\$0.00	2	\$976.00
21-04	59	2506.516	MANHOLE CASTING R-3067-V	EACH	\$488.00	3	0	\$0.00	16	\$7,808.00
21-04	60	2506.516	MANHOLE CASTING R-1733	EACH	\$333.50	7	0	\$0.00	7	\$2,334.50
21-04	61	2506.522	ADJUST MANHOLE (FITTED STEEL RING)	EACH	\$195.00	26	0	\$0.00	17	\$3,315.00
21-04	62	2506.602	CONSTRUCT 18" NYOPLAST DRAIN W/CASTING	EACH	\$1,565.00	7	0	\$0.00	5	\$7,825.00
21-04	63	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$815.00	11	0	\$0.00	14	\$11,410.00
21-04	64	2506.603	REHABILITATE MANHOLE OR CATCH BASIN (INTERIOR)	EACH	\$240.00	27	0	\$0.00	29	\$6,960.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	65	2521.518	4" CONCRETE WALK	S F	\$7.00	1000	0	\$0.00	3474	\$24,318.00
21-04	66	2531.501000	UPCHARGE FOR HE 4" WALK	S F	\$0.01	100	0	\$0.00	0	\$0.00
21-04	67	2531.501	UPCHARGE FOR HIGH EARLY CONCRETE 6" DRIVEWAY	SY	\$0.01	50	0	\$0.00	482.84	\$4.83
21-04	68	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$32.25	301	0	\$0.00	403	\$12,996.75
21-04	69	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$32.25	2095	0	\$0.00	2104.5	\$67,870.13
21-04	70	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$76.75	692	0	\$0.00	668.28	\$51,290.49
21-04	71	2531.604	6" CONCRETE VALLEY GUTTER	S Y	\$82.00	100	0	\$0.00	58	\$4,756.00
21-04	72	2531.618	TRUNCATED RADIUS DOMES	S F	\$51.50	58	0	\$0.00	153	\$7,879.50
21-04	73	2531.618	TRUNCATED DOMES	S F	\$51.50	176	0	\$0.00	229	\$11,793.50
21-04	74	2540.602	INSTALL MAIL BOX SUPPORT	EACH	\$76.50	5	0	\$0.00	3	\$229.50
21-04	75	2563.601	TRAFFIC CONTROL	LS	\$12,275.00	1	0	\$0.00	1	\$12,275.00
21-04	76	2503.601	TRAFFIC CONTROL LYDIA AVENUE (LS)	LS	\$5,675.00	1	0	\$0.00	1	\$5,675.00
21-04	77	2563.601	TRAFFIC CONTROL-RICE STREET	L S	\$2,575.00	1	0	\$0.00	1	\$2,575.00
21-04	78	2573.501	EROSION CONTROL SUPERVISOR	LS	\$7,000.00	1	0	\$0.00	1	\$7,000.00
21-04	79	2573.502	STORM DRAIN INLET PROTECTION TYPE B	EACH	\$150.00	5	0	\$0.00	0	\$0.00
21-04	80	2573.502	STORM DRAIN INLET PROTECTION TYPE A	EACH	\$45.00	307	0	\$0.00	307	\$13,815.00
21-04	81	2575.501	TURF ESTABLISHMENT-LYDIA AVENUE	L S	\$1,200.00	1	0	\$0.00	1	\$1,200.00
21-04	82	2575.604	HYDROSEED	SY	\$6.20	500	4785	\$29,667.00	4835	\$29,977.00
21-04	83	2575.604	TURF ESTABLISHMENT WITH SEED AND BLANKET	S Y	\$6.20	2930	0	\$0.00	0	\$0.00
21-04	84	2582.503	4" DBLE SOLID LINE MULTI COMP	L F	\$0.42	7900	6920	\$2,906.40	6920	\$2,906.40



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	85	2582.503	4" SOLID LINE MULTI COMP	L F	\$0.21	15800	13737	\$2,884.77	13737	\$2,884.77
21-04	86	2582.503	4" DOTTED LINE PREF THERMO GR IN	L F	\$25.85	22	30	\$775.50	30	\$775.50
21-04	87	2582.518	CROSSWALK MULTI COMP	S F	\$3.33	1112	1165	\$3,879.45	1165	\$3,879.45
21-04	88	2582.518	PAVT MSSG MULTI COMP	S F	\$9.15	45.54	45.54	\$416.69	45.54	\$416.69
21-04	89	2582.518	CROSSWALK PREF THERMO ESR GR IN	S F	\$15.35	360	324	\$4,973.40	324	\$4,973.40
21-04	90	2104.503	REMOVE CONCRETE CURB	L F	\$11.95	136	0	\$0.00	136	\$1,625.20
21-04	91	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$1.85	180	0	\$0.00	147	\$271.95
21-04	92	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$42.00	4	0	\$0.00	7	\$294.00
21-04	93	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$155.00	1	0	\$0.00	3	\$465.00
21-04	94	2232.501	EDGE MILL BITUMINOUS SURFACE	S Y	\$3.00	1	0	\$0.00	0	\$0.00
21-04	95	2232.504	MILL BITUMINOUS SURFACE (1.5")	S Y	\$2.00	11984	0	\$0.00	11055	\$22,110.00
21-04	96	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$0.01	1198	0	\$0.00	553	\$5.53
21-04	97	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;B)	TON	\$50.75	1292	0	\$0.00	928.62	\$47,127.47
21-04	98	2506.502	ADJUST CATCH BASIN FRAME AND RING	EACH	\$458.00	10	0	\$0.00	10	\$4,580.00
21-04	99	2506.502	ADJUST MANHOLE FRAME AND RING	EACH	\$695.00	22	0	\$0.00	22	\$15,290.00
21-04	100	2506.603	REHABILITATE MANHOLE OR CATCH BASIN (INTERIOR)	EACH	\$240.00	4	0	\$0.00	4	\$960.00
21-04	101	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$41.25	136	0	\$0.00	136	\$5,610.00
21-04	102	2550.601	MANHOLE MODIFICATION	LS	\$6,300.00	1	0	\$0.00	1	\$6,300.00
21-04	103	2573.502	STORM DRAIN INLET PROTECTION TYPE A	EACH	\$45.00	56	0	\$0.00	56	\$2,520.00
21-04	104	2575.604	TURF ESTABLISHMENT WITH SEED AND BLANKET	S Y	\$9.80	51	0	\$0.00	0	\$0.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	105	2506.602	INSTALL TEMPORARY MAILBOXES	EACH	\$51.00	5	0	\$0.00	3	\$153.00
21-04	106	2563.601	ALTERNATE PEDESTRIAN ROUTE	LS	\$2,475.00	1	1	\$2,475.00	1	\$2,475.00
Base Bid Totals:								\$72,875.75		\$2,095,555.58

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
21-04	Alternate A	\$0.00	\$107,159.15
21-04	Base Bid	\$72,875.75	\$1,988,396.43

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	CO	1	107	2506.602	Time and Material	L S	\$54,434.58	1	0	\$0.00	1	\$54,434.58
21-04	CO	2	108	2575.505	SODDING TYPE LAWN WITH 6" TOPSOIL	S Y	\$24.75	40	40	\$990.00	40	\$990.00
21-04	CO	2	109	2506.502	ADJUST MANHOLE FRAME AND RING WITH 6" CONCRETE COLLAR	EACH	\$300.00	21	21	\$6,300.00	21	\$6,300.00
21-04	CO	2	110	2506.502	ADJUST MANHOLE FRAME AND RING WITH 12" CONCRETE COLLAR	Each	\$500.00	20	20	\$10,000.00	20	\$10,000.00
21-04	CO	2	111	2504.516 .0000	MANHOLE CASTING R-3250-1	EACH	\$117.50	8	8	\$940.00	8	\$940.00
Contract Change Totals:										\$18,230.00		\$72,664.58

Contract Total	\$2,168,220.16
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
1	2021 PMP Change Order Number_01. This Change Order includes the following: 1- 328.82 Tons of "9.5-3B" mix at \$62.25/Ton. This Cost belongs to Matilda Street. Total Cost \$ 20,469.05 2- 1867 SQ.YDs of 1" Mill at \$1.02/ SQ.YD. This Cost belongs to Matilda Street. Total Cost \$ 1,904.34 3- 59.73 SQ. YDs of Edge Milling at \$3.00 . This Cost belongs to Matilda Street. Total Cost \$ 179.19	\$0.00	\$54,434.58



	4- T&M mismarked sewers at 1780 Eldridge, 2684 Sheldon, 96 Mid Oaks. This also covers Hole in the existing pipe liner at 2900 Arthur, City flushing hydrant filing holes dug for sewer replacement at 2774 Virginia. Total Cost \$ 14,260.34 5- New Manhole on Rice Street. Total Cost \$ 6,245.14 6- New 12" PVC culvert pipe on Rice Street with 2 end sections. Total Cost \$ 9,243.92 7- Adjust Nylo Plast Drains on Rice Street. Total Cost \$2,132.60		
2	This Change Order covers the following items: - (40) S.Y. of Sod paid as Each at a unit cost of \$24.75. Items Total = \$990 - (21) MH Rings Extra Depth 6" paid as Each at a unit cost of \$300. Item Total= \$6300 - (20) MH Rings Extra Depth 12" paid as Each at a unit cost of \$500. Item Total= \$10,000 - (8) 3250 CB Casting paid as Each at a unit cost of \$117.50. Item Total= \$940 Total Change Order Amount= \$18,230	\$18,230.00	\$18,230.00

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

21-06 Sanitary Sewer Lining Billing Worksheet - 3/1/2022

Item #	Description	U/M	Unit Price	RV Quantity	RV Total	FH Quantity	FH Total	Total Quantity	Total Costs
1	REOPEN SANITARY SERVICE CONNECTION	EA	\$ 10.00	456	\$ 4,560.00	308	\$ 3,080.00	764	\$ 7,640.00
2	REMOVE PROTRUDING SERVICE CONNECTION	EA	\$ 310.00	13	\$ 4,030.00	4	\$ 1,240.00	17	\$ 5,270.00
3	LINING SEWER PIPE 8"	LF	\$ 19.00	27806	\$ 528,314.00	12599	\$ 239,381.00	40405	\$ 767,695.00
4	LINING SEWER PIPE 8" EASEMENT	LF	\$ 19.00		-		-		-
5	LINING SEWER PIPE 10"	LF	\$ 25.35	2774	\$ 70,320.90	1199	\$ 30,394.65	3973	\$ 100,715.55
6	LINING SEWER PIPE 10" EASEMENT	LF	\$ 25.35		-		-		-
7	LINING SEWER PIPE 12"	LF	\$ 38.00	2443	\$ 92,834.00		-	2443	\$ 92,834.00
8	LINING SEWER PIPE 12" EASEMENT	LF	\$ 38.00		-		-		-
9	LINING SEWER PIPE 15"	LF	\$ 45.00	330	\$ 14,850.00		-	330	\$ 14,850.00
10	LINING SEWER PIPE 18"	LF	\$ 51.00	2743	\$ 139,893.00		-	2743	\$ 139,893.00
11	LINING SEWER PIPE 18" EASEMENT	LF	\$ 51.00		-		-		-
Roseville Total:				\$	854,801.90	Falcon Heights Total:	\$ 274,095.65	Grand Total	\$ 1,128,897.55

Visu Sewer Billing Worksheet									
Visu-Sewer Project No.		21023M-11		Month of: May		Retainage %: 0%			
8th/Final		Date Starting: 9/1/2021 Date Ending: 5/25/2022							
Billing Address:		City of Roseville 2660 Civic Center Dr. Roseville, MN 55113				Mailing Address:			
Attn: Jesse F./City Engineer						Attn:			

Base Bid		Complete					
Item #	Description	Est. QTY	U/M	Unit Price	This Period	To Date	Total Billable
1	REOPEN SANITARY SERVICE CONNECTION	792	EA	\$ 10.00	0	775	\$ 7,750.00
2	REMOVE PROTRUDING SERVICE CONNECTION	5	EA	\$ 310.00	0	17	\$ 5,270.00
3	LINING SEWER PIPE 8"	36,805	LF	\$ 19.00	0	40405	\$ 767,695.00
4	LINING SEWER PIPE 8" EASEMENT	4,775	LF	\$ 19.00	0	0	\$ -
5	LINING SEWER PIPE 10"	2,765	LF	\$ 25.35	0	3973	\$ 100,715.55
6	LINING SEWER PIPE 10" EASEMENT	310	LF	\$ 25.35	0	0	\$ -
7	LINING SEWER PIPE 12"	635	LF	\$ 38.00	160	2226	\$ 84,588.00
8	LINING SEWER PIPE 12" EASEMENT	2,312	LF	\$ 38.00	0	0	\$ -
9	LINING SEWER PIPE 15"	326	LF	\$ 45.00	0	330	\$ 14,850.00
10	LINING SEWER PIPE 18"	2,430	LF	\$ 51.00	0	2743	\$ 139,893.00
11	LINING SEWER PIPE 18" EASEMENT	325	LF	\$ 51.00	0	0	\$ -
12				\$ -			\$ -
Total:						\$	1,120,761.55

Change Order				Complete	
Item #	Description	Est. QTY	U/M	Unit Price	Total Billable
1				\$ -	-
2				\$ -	-
3				\$ -	-
4				\$ -	-
5				\$ -	-
				Total:	\$ -

Total Billable:	\$	1,120,761.55
Less Total Retainage:	\$	-
Pay App. #1:	\$	132,471.04
Pay App. #2:	\$	132,505.05
Pay App. #3:	\$	202,006.20
Pay App. #4:	\$	285,055.75
Pay App. #5:	\$	62,659.21
Pay App. #6:	\$	40,014.95
Pay App. #7:	\$	204,235.27
TOTAL DUE (This Period):	\$	61,814.08



Contract Number: 22-04
Pay Request Number: 5

Project Number	Project Description
22-04	2022 Roseville Pavement Management Project

Contractor: Bituminous Roadways, Inc. 1520 Commerce Drive Mendota Heights, MN 55120	Vendor Number: N/A Up To Date: 11/28/2022
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Contract Amount		Funds Encumbered	
Original Contract	\$2,685,712.63	Original	\$2,685,712.63
Contract Changes	\$15,593.00	Additional	N/A
Revised Contract	\$2,701,305.63	Total	\$2,685,712.63

Work Certified To Date	
Base Bid Items	\$2,449,634.64
Change Order Items	\$19,100.00
Material On Hand	\$0.00
Total	\$2,468,734.64

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$371,886.08	\$2,468,734.64	\$24,687.35	\$1,992,006.13	\$452,041.16	\$2,444,047.29
Percent: Retained: 1%			Percent Complete: 91.39%		

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

Approved By:

Jesse Freihammer

Project Engineer

11/28/2022

Date

Approved By:

Harrett Jedlicki

Contractor

11/28/2022

Date

Approved By

Jesse Freihammer

Project Owner

11/28/2022

Date



Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-07-18	\$494,535.22	\$24,726.76	\$469,808.46
2	2022-08-18	\$599,819.04	\$29,990.95	\$569,828.09
3	2022-09-13	\$752,210.49	\$37,610.53	\$714,599.96
4	2022-10-11	\$250,283.81	\$12,514.19	\$237,769.62
5	2022-11-28	\$371,886.08	(\$80,155.08)	\$452,041.16

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CO. RD. C2 : SAP 160-216-024		\$190,952.75	\$1,909.53	\$179,094.61	\$9,948.61	\$189,043.22
Larpenteur Avenue Pathway		\$23,676.20	\$236.77	\$21,479.69	\$1,959.74	\$23,439.43
Lexington Pathway County: SAP 062-651-071		\$47,913.50	\$479.14	\$44,662.83	\$2,771.53	\$47,434.36
Lexington Pathway: SA: SAP 160-020-046		\$47,947.90	\$479.48	\$44,695.51	\$2,772.91	\$47,468.42
Local Street		\$1,252,656.39	\$12,526.56	\$1,123,742.66	\$116,387.17	\$1,240,129.83
Long Lake: SAP 160-217-020		\$186,924.29	\$1,869.25	\$176,825.67	\$8,229.37	\$185,055.04
Sanitary		\$37,874.86	\$378.74	\$35,627.72	\$1,868.40	\$37,496.12
Storm		\$471,266.64	\$4,712.66	\$169,126.64	\$297,427.34	\$466,553.98
Water		\$76,233.20	\$762.33	\$72,070.04	\$3,400.83	\$75,470.87
W Snelling Service Drive: SAP 160-258-001		\$133,288.91	\$1,332.89	\$124,680.76	\$7,275.26	\$131,956.02

Pay request ASAP

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
592-03-69-00-2204-48-490000	Municipal (MSAS > 5000)	\$30,997.68	\$616,896.55	\$620,403.55	\$600,957.06
592-03-69-00-2204-48-490000	Local - Street	\$116,387.17	\$1,458,356.84	\$1,458,356.84	\$1,240,129.83
592-03-69-00-2204-48-490000	Pathway	\$1,959.74	\$39,050.20	\$39,050.20	\$23,439.43
600-05-50-00-2204-61-490000	Sanitary Sewer Utility Fund	\$1,868.40	\$53,428.00	\$53,428.00	\$37,496.12
610-06-51-00-2204-62-490000	Water Utility Fund	\$3,400.83	\$61,945.70	\$61,945.70	\$75,470.87
640-08-54-00-2204-64-490000	Local - Storm Sewer	\$297,427.34	\$449,635.34	\$449,635.34	\$466,553.98



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-04	1	2021.501	MOBILIZATION	L S	\$89,000.00	1	0.1	\$8,900.00	1	\$89,000.00
22-04	2	2101.505	CLEARING	ACRE	\$13,000.00	0.2	0	\$0.00	0.2	\$2,600.00
22-04	3	2101.505	GRUBBING	ACRE	\$13,000.00	0.2	0	\$0.00	0.2	\$2,600.00
22-04	4	2101.601	TRIM TREES	L S	\$1,600.00	1	0	\$0.00	0	\$0.00
22-04	6	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$105.00	1	0	\$0.00	1	\$105.00
22-04	7	2104.502	REMOVE GV & BOX	EACH	\$800.00	3	0	\$0.00	3	\$2,400.00
22-04	8	2104.502	REMOVE HYDRANT	EACH	\$640.00	3	0	\$0.00	3	\$1,920.00
22-04	9	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$1.80	800	22	\$39.60	458	\$824.40
22-04	10	2104.503	REMOVE CONCRETE CURB	L F	\$12.40	4221	505	\$6,262.00	3462	\$42,928.80
22-04	11	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$19.40	92	0	\$0.00	93	\$1,804.20
22-04	12	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$4.70	2166	1066	\$5,010.20	2682	\$12,605.40
22-04	13	2104.618/0021	REMOVE BRICK PAVERS	S F	\$2.60	150	0	\$0.00	155	\$403.00
22-04	14	2104.618/00110	SALVAGE BRICK PAVERS	S F	\$7.10	80	0	\$0.00	450	\$3,195.00
22-04	15	2540.618/00102	INSTALL BRICK PAVERS	S F	\$26.30	80	0	\$0.00	450	\$11,835.00
22-04	16	2105.507	COMMON EXCAVATION (EV)	C Y	\$28.10	520	133	\$3,737.30	667.7	\$18,762.37
22-04	17	2105.507	SUBGRADE EXCAVATION (EV)	C Y	\$28.10	460	0	\$0.00	165	\$4,636.50
22-04	18	2105.507	SELECT GRANULAR BORROW (CV)	C Y	\$33.10	240	0	\$0.00	102.31	\$3,386.46
22-04	19	2112.501	AGGREGATE GRADING AND COMPACTION	STA	\$290.00	10	0	\$0.00	2	\$580.00
22-04	20	2112.604	SUBGRADE PREPARATION	S Y	\$1.00	1066	1066	\$1,066.00	2035	\$2,035.00
22-04	21	2123.61	STREET SWEEPER	HOURL	\$165.00	150	9	\$1,485.00	66	\$10,890.00
22-04	22	2130.523	WATER	MGAL	\$30.00	25	0	\$0.00	0	\$0.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-04	23	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$36.00	1125	133	\$4,788.00	808.76	\$29,115.36
22-04	24	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$150.00	463	4.28	\$642.00	458.35	\$68,752.50
22-04	25	2232.504	EDGE MILL BITUMINOUS SURFACE	S Y	\$2.60	1920	0	\$0.00	1760	\$4,576.00
22-04	26	2232.504	MILL BITUMINOUS SURFACE (1")	S Y	\$1.40	7126	0	\$0.00	6350	\$8,890.00
22-04	27	2232.504	MILL BITUMINOUS SURFACE (1.5")	S Y	\$1.65	125115	2493	\$4,113.45	125275	\$206,703.75
22-04	28	2232.504	MILL BITUMINOUS SURFACE (2")	S Y	\$2.25	26526	0	\$0.00	26043	\$58,596.75
22-04	29	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$0.01	13898	125	\$1.25	6010	\$60.10
22-04	30	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	\$100.00	416	0	\$0.00	147.23	\$14,723.00
22-04	31	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	\$72.30	14871	469.73	\$33,961.48	13362	\$966,072.60
22-04	32	2360.509/14500	TYPE SP 9.5 WEARING COURSE MIXTURE (4,E)	TON	\$90.00	1029	0	\$0.00	925.21	\$83,268.90
22-04	33	2503.503	12" RCP PIPE SEWER	L F	\$79.90	261	44	\$3,515.60	268	\$21,413.20
22-04	34	2503.602	INSPECTION HOLE	EACH	\$750.00	2	0	\$0.00	7.5	\$5,625.00
22-04	35	2503.602	CONNECT TO EXISTING STORM MANHOLE	EACH	\$1,000.00	4	3	\$3,000.00	6	\$6,000.00
22-04	37	2503.602	SANITARY SEWER SERVICE SPECIAL	EACH	\$4,100.00	4	4	\$16,400.00	4	\$16,400.00
22-04	38	2504.602	ADJUST GV AND BOX	EACH	\$370.00	2	1	\$370.00	3	\$1,110.00
22-04	39	2504.602	6" GATE VALVE & BOX	EACH	\$3,500.00	3	0	\$0.00	3	\$10,500.00
22-04	40	2504.602	INSTALL HYDRANT	EACH	\$8,900.00	3	0	\$0.00	3	\$26,700.00
22-04	41	2504.603	INSULATE WATER SERVICE	L F	\$78.10	231	0	\$0.00	280	\$21,868.00
22-04	42	2504.602	WATER SERVICE REPLACEMENT SPECIAL	EACH	\$4,200.00	2	2	\$8,400.00	2	\$8,400.00
22-04	43	2504.603	6" WATERMAIN DUCTILE IRON CL 52"	L F	\$80.50	30	0	\$0.00	15	\$1,207.50
22-04	44	2504.608	WATERMAIN FITTINGS	LB	\$16.80	100	0	\$0.00	92	\$1,545.60



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-04	45	2506.502	INSTALL CASTING	EACH	\$620.00	11	0	\$0.00	4	\$2,480.00
22-04	46	2506.502	ADJUST CATCH BASIN FRAME AND RING	EACH	\$710.00	10	0	\$0.00	9	\$6,390.00
22-04	47	2506.502	ADJUST MANHOLE FRAME AND RING	EACH	\$1,000.00	8	1	\$1,000.00	5	\$5,000.00
22-04	48	2506.502	MANHOLE CASTING R-3067-V	EACH	\$640.00	7	2	\$1,280.00	7	\$4,480.00
22-04	49	2506.502	MANHOLE CASTING R-1733	EACH	\$440.00	4	1	\$440.00	2	\$880.00
22-04	50	2506.502	ADJUST MANHOLE (FITTED STEEL RING)	EACH	\$290.00	5	0	\$0.00	67	\$19,430.00
22-04	51	2506.503	CONSTRUCT CATCH BASIN	L F	\$630.00	25.32	7	\$4,410.00	22.05	\$13,891.50
22-04	52	2506.503	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	L F	\$1,100.00	14.53	9.63	\$10,593.00	17.23	\$18,953.00
22-04	53	2506.601	UNDERGROUND STORAGE SYSTEM	L. S.	\$230,000.00	1	1	\$230,000.00	1	\$230,000.00
22-04	54	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$970.00	3	2	\$1,940.00	4	\$3,880.00
22-04	55	2506.602	INSTALL TEMPORARY MAILBOXES	EACH	\$89.50	12	6	\$537.00	6	\$537.00
22-04	56	2506.602	REHAB MANHOLE INTERIOR	EACH	\$420.00	25	0	\$0.00	36	\$15,120.00
22-04	57	2511.507	RANDOM RIPRAP CLASS III	C Y	\$170.00	10	0	\$0.00	11.7	\$1,989.00
22-04	58	2521.518/00040	4" CONCRETE WALK	S F	\$14.70	200	0	\$0.00	60	\$882.00
22-04	59	2531.503	CONCRETE VERTICAL CURB	L F	\$30.80	150	0	\$0.00	170	\$5,236.00
22-04	60	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$26.60	3941	505	\$13,433.00	3379	\$89,881.40
22-04	61	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$29.80	280	0	\$0.00	50	\$1,490.00
22-04	62	2531.504	6" CONCRETE PAVEMENT	S Y	\$140.00	350	0	\$0.00	227.2	\$31,808.00
22-04	63	2531.504	UPCHARGE FOR HE 6" DW	S Y	\$17.00	10	0	\$0.00	18	\$306.00
22-04	64	2531.518	UPCHARGE FOR HE 4" WALK	S F	\$4.30	100	0	\$0.00	60	\$258.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-04	65	2531.601	CURB CUT SPECIAL	L S	\$900.00	1	0	\$0.00	1	\$900.00
22-04	66	2531.618	TRUNCATED DOMES	S F	\$58.50	86	0	\$0.00	12	\$702.00
22-04	67	2531.618	TRUNCATED RADIUS DOMES	S F	\$65.90	24	0	\$0.00	0	\$0.00
22-04	68	2540.602	INSTALL MAIL BOX SUPPORT	EACH	\$210.00	5	4	\$840.00	4	\$840.00
22-04	69	2550.602	MODIFY DRAINAGE STRUCTURE	EACH	\$1,400.00	1	0	\$0.00	1	\$1,400.00
22-04	70	2554.602	INSTALL FLARED END SECTION	EACH	\$1,900.00	1	0	\$0.00	1	\$1,900.00
22-04	71	2563.601	TRAFFIC CONTROL	L S	\$18,000.00	1	0	\$0.00	1	\$18,000.00
22-04	72	2563.601	ALTERNATE PEDESTRIAN ROUTE	L. S.	\$950.00	1	0	\$0.00	0	\$0.00
22-04	73	2571.602	TREE PROTECTION	EACH	\$270.00	7	0	\$0.00	0	\$0.00
22-04	74	2573.501	EROSION CONTROL SUPERVISOR	L S	\$4,000.00	1	0	\$0.00	1	\$4,000.00
22-04	75	2573.502	INLET PROTECTION TYPE A	EACH	\$52.00	354	4	\$208.00	358	\$18,616.00
22-04	76	2573.502	INLET PROTECTION TYPE B	EACH	\$180.00	6	0	\$0.00	0	\$0.00
22-04	77	2575.604	HYDROSEED	S Y	\$7.70	4990	716	\$5,513.20	3243	\$24,971.10
22-04	78	2582.503	8" DOTTED LINE MULTI-COMP	L F	\$2.10	92	0	\$0.00	21	\$44.10
22-04	79	2582.503	12" SOLID LINE MULTI-COMPONENT	L F	\$7.20	345	0	\$0.00	0	\$0.00
22-04	80	2582.503	4" DBLE SOLID LINE MULTI COMP	L F	\$1.10	11260	0	\$0.00	9340	\$10,274.00
22-04	81	2582.503	4" SOLID LINE MULTI COMP	L F	\$0.55	7090	0	\$0.00	4068	\$2,237.40
22-04	82	2582.503	4" DOTTED LINE MULTI-COMP	L F	\$0.55	4010	0	\$0.00	540	\$297.00
22-04	83	2582.503	8" SOLID LINE MULTI-COMPONENT	L F	\$2.10	249	0	\$0.00	231	\$485.10
22-04	84	2582.503	24" SOLID LINE MULTI-COMPONENT	L F	\$8.50	76	0	\$0.00	0	\$0.00
22-04	85	2582.518	CROSSWALK MULTI COMP	S F	\$5.60	600	0	\$0.00	288	\$1,612.80



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-04	86	2582.518	PAVT MSSG MULTI COMP	S F	\$9.10	484	0	\$0.00	247.28	\$2,250.25
22-04	87	2104.503	REMOVE FENCE	L F	\$52.60	80	0	\$0.00	96	\$5,049.60
22-04	88	2104.503	SALVAGE FENCE	L F	\$29.50	0	0	\$0.00	0	\$0.00
22-04	89	2104.601	REMOVE RETAINING WALL (LARGE)	L S	\$2,900.00	1	0	\$0.00	1	\$2,900.00
22-04	90	2411.618	PREFABRICATED MODULAR BLOCK WALL	S F	\$105.00	917	0	\$0.00	978.8	\$102,774.00
22-04	91	2557.603	INSTALL SALVAGED FENCE	L F	\$50.50	0	0	\$0.00	0	\$0.00
22-04	92	2563.601	TRAFFIC CONTROL CO. RD. C2	L S	\$2,300.00	1	0	\$0.00	1	\$2,300.00
22-04	93	2104.502/03590	SALVAGE MAIL BOX SUPPORT	EACH	\$150.00	5	0	\$0.00	1	\$150.00
22-04	94	2503.603/24006	6" PVC SANITARY SERVICE PIPE	L F	\$67.00	30	0	\$0.00	0	\$0.00
22-04	95	2503.602/00004	SANITARY SEWER SERVICE REPAIR	EACH	\$4,200.00	5	0	\$0.00	5	\$21,000.00
22-04	96	2503.602/00004	SANITARY SEWER SERVICE REPAIR EXTRA DEPTH	EA	\$4,200.00	1	0	\$0.00	0	\$0.00
Base Bid Totals:								\$371,886.08		\$2,449,634.64

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
22-04	BASE BID	\$371,886.08	\$2,336,611.04
22-04	ALTERNATE	\$0.00	\$113,023.60

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-04	CO	1	97	2557.603 /11045	CHAIN LINK SAFETY FENCE	L F	\$70.00	80	0	\$0.00	80	\$5,600.00
22-04	CO	2	98	2504.602	10"X12" TEE FITTING	EACH	\$13,500.00	1	0	\$0.00	1	\$13,500.00
Contract Change Totals:										\$0.00		\$19,100.00

Contract Total	\$2,468,734.64
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
2	Change Order_02	\$0.00	\$13,500.00
1	Chain link fence near the C2 retaining wall is too damaged to salvage and install. New item required for new fence. Estimated quantity is 80 LF. \$70/LF. Increase Remove Fence item to 80 LF Eliminate Salvage Fence item.	\$0.00	\$5,600.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining



Contract Number: 22-06
Pay Request Number: 7

Project Number	Project Description
22-06	2022 Sanitary Sewer Lining Project

Contractor: Hydro-Klean LLC 333 NW 49th Place Des Moines, IA 50313	Vendor Number: N/A Up To Date: 11/03/2022
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Contract Amount		Funds Encumbered	
Original Contract	\$925,999.80	Original	\$925,999.80
Contract Changes	\$36,908.92	Additional	N/A
Revised Contract	\$962,908.72	Total	\$925,999.80

Work Certified To Date	
Base Bid Items	\$792,913.50
Change Order Items	\$36,908.92
Material On Hand	\$40,991.34
Total	\$870,813.76

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$41,613.12	\$870,813.76	\$32,359.68	\$796,840.96	\$41,613.12	\$838,454.08
Percent: Retained: 3.72%			Percent Complete: 90.44%		

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

Approved By:

Jesse Freihammer

Project Engineer

11/03/2022

Date

Approved By:

Michelle Barrett

Contractor

11/03/2022

Date

Approved By

Jesse Freihammer

Project Owner

11/03/2022

Date



Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-04-15	\$182,007.32	\$0.00	\$182,007.32
2	2022-04-17	\$64,969.92	\$3,248.50	\$61,721.42
3	2022-04-30	\$244,873.70	\$12,243.69	\$232,630.01
4	2022-06-01	\$207,112.71	\$10,355.64	\$196,757.07
5	2022-07-09	\$92,032.39	\$4,601.62	\$87,430.77
6	2022-09-12	\$38,204.60	\$1,910.23	\$36,294.37
7	2022-11-03	\$41,613.12	\$0.00	\$41,613.12

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Falcon Heights Sanitary		\$140,256.69	\$5,211.97	\$134,783.16	\$261.56	\$135,044.72
Roseville Sanitary		\$730,557.07	\$27,147.71	\$662,057.80	\$41,351.56	\$703,409.36

Pay request ASAP

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
600-05-50-00-2206-61-334000	Sanitary Sewer - Falcon Heights	\$261.56	\$191,434.20	\$191,434.20	\$135,044.72
600-05-50-00-2206-61-453000	Sanitary Sewer Utility Fund	\$41,351.56	\$771,474.52	\$734,565.60	\$703,409.36

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-06	1	2104.602/0001	REMOVE PROTRUDING SERVICE CONNECTION	E A	\$250.00	10	0	\$0.00	10	\$2,500.00
22-06	2	2503.602/0001	REOPEN SANITARY SERVICE CONNECTION	EA	\$50.00	551	10	\$500.00	532	\$26,600.00
22-06	4	2503.603/01308	LINING SEWER PIPE 8" EASEMENT	L F	\$20.40	635	0	\$0.00	0	\$0.00
22-06	5	2503.603/28008	LINING SEWER PIPE 8"	L F	\$20.40	26310	585	\$11,934.00	23995	\$489,498.00
22-06	6	2503.603/28010	LINING SEWER PIPE 10"	L F	\$25.60	1933	0	\$0.00	2771	\$70,937.60
22-06	7	2503.603/28012	LINING SEWER PIPE 12"	L F	\$33.50	5808	0	\$0.00	5006	\$167,701.00
22-06	8	2503.603/28015	LINING SEWER PIPE 15"	L F	\$44.10	800	0	\$0.00	809	\$35,676.90



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-06	9	2503.603/28018	LINING SEWER PIPE 18"	L F	\$53.00	1263	0	\$0.00	0	\$0.00
Base Bid Totals:								\$12,434.00		\$792,913.50

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
22-06		\$12,434.00	\$792,913.50

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-06	CO	1	10	2104.602/00001	REMOVE PROTRUDING SERVICE CONNECTION	E A	\$500.00	1	0	\$0.00	1	\$500.00
22-06	CO	1	11	2104.602/00002	Upcharge 10" CIPP Lining	EA	\$5,729.80	1	0	\$0.00	1	\$5,729.80
22-06	CO	2	12	2012.602	TRAFFIC CONTROL SPECIAL	EACH	\$750.00	2	0	\$0.00	2	\$1,500.00
22-06	CO	3	13	2503.601	LINING SEWER PIPE 17"	L S	\$15,367.12	1	1	\$15,367.12	1	\$15,367.12
22-06	CO	3	14	2503.603	LINING SEWER PIPE 8"	L F	\$4.08	1431	1431	\$5,838.48	1431	\$5,838.48
22-06	CO	3	15	2503.603	LINING SEWER PIPE 10"	L F	\$5.12	1081	1081	\$5,534.72	1081	\$5,534.72
22-06	CO	3	16	2503.603	LINING SEWER PIPE 12"	L F	\$6.70	364	364	\$2,438.80	364	\$2,438.80
Contract Change Totals:										\$29,179.12		\$36,908.92

Contract Total	\$870,813.76
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
3	Special-order 17" liner & working days affected due to manufacturing, delivery, scheduling and wet out of liner. Add Pre/Clean & TV for footage that was prepped for lining but not lined.	\$29,179.12	\$29,179.12
2	Traffic Control setups for lining on CR B. SSMH: 14-030 to 11-179	\$0.00	\$1,500.00
1	Upcharge for 17' CIPP lining MH 2-165 to MH 2-214 of \$5,729.80 (total cost is \$6,165) Protruding tap removal at 2172 Acorn Road \$500.00	\$0.00	\$6,229.80

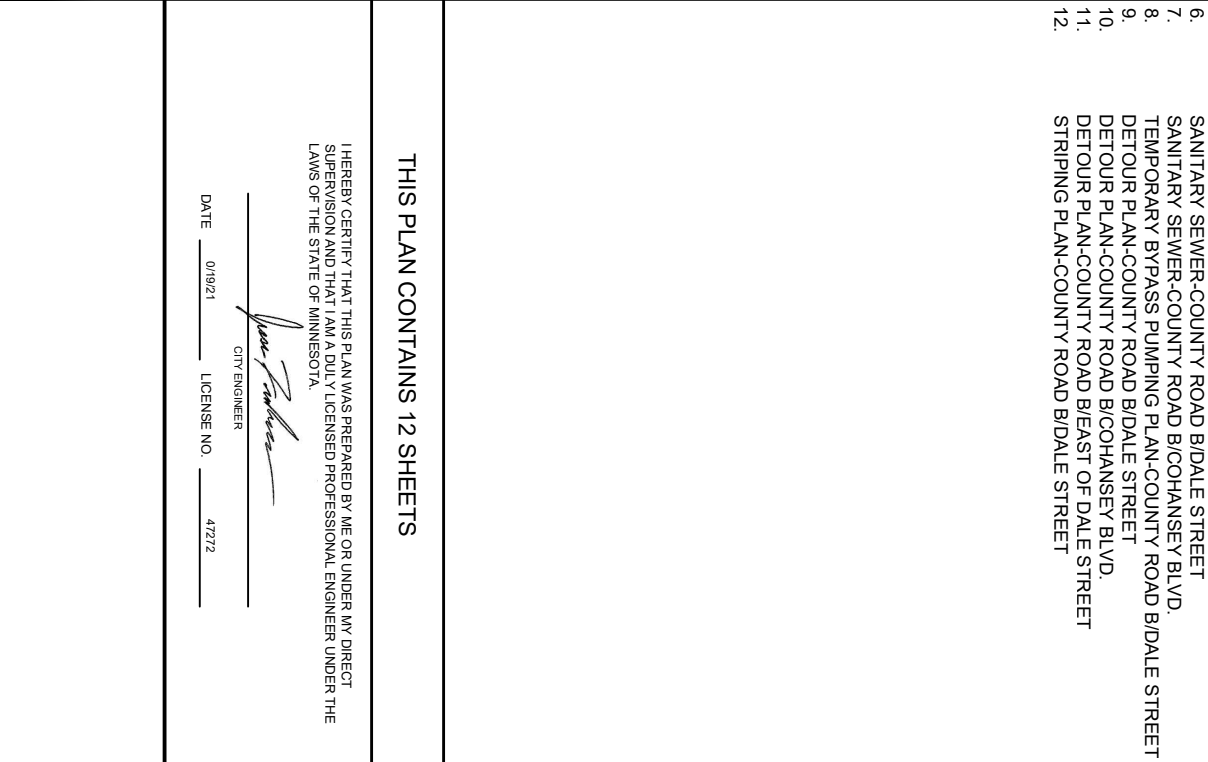


Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining
4	2503.603/01308	LINING SEWER PIPE 8" EASEMENT	2022-04-15	635 L F \$2,578.63	0 L F \$0.00	635 L F \$2,578.63
5	2503.603/28008	LINING SEWER PIPE 8"	2022-03-21	5,391 L F \$21,891.94	2,432 L F \$9,875.94	2,959 L F \$12,016.00
5	2503.603/28008	LINING SEWER PIPE 8"	2022-04-15	20,919 L F \$84,948.52	19,579 L F \$79,507.01	1,340 L F \$5,441.51
6	2503.603/28010	LINING SEWER PIPE 10"	2022-04-15	323 L F \$1,801.15	323 L F \$1,801.15	0 L F \$0.00
6	2503.603/28010	LINING SEWER PIPE 10"	2022-04-15	1,610 L F \$8,977.89	1,610 L F \$8,977.89	0 L F \$0.00
7	2503.603/28012	LINING SEWER PIPE 12"	2022-04-15	5,808 L F \$38,405.98	5,006 L F \$33,102.67	802 L F \$5,303.31
8	2503.603/28015	LINING SEWER PIPE 15"	2022-04-15	800 L F \$7,751.32	800 L F \$7,751.32	0 L F \$0.00
9	2503.603/28018	LINING SEWER PIPE 18"	2022-04-15	1,263 L F \$15,651.89	0 L F \$0.00	1,263 L F \$15,651.89

COUNTY ROAD B/DALE STREET
DALE STREET/COHANSEY BLVD.
SANITARY SEWER IMPROVEMENT PROJECT
CITY PROJECT NUMBER 17-20

BID OPENING AT ROSEVILLE CITY HALL



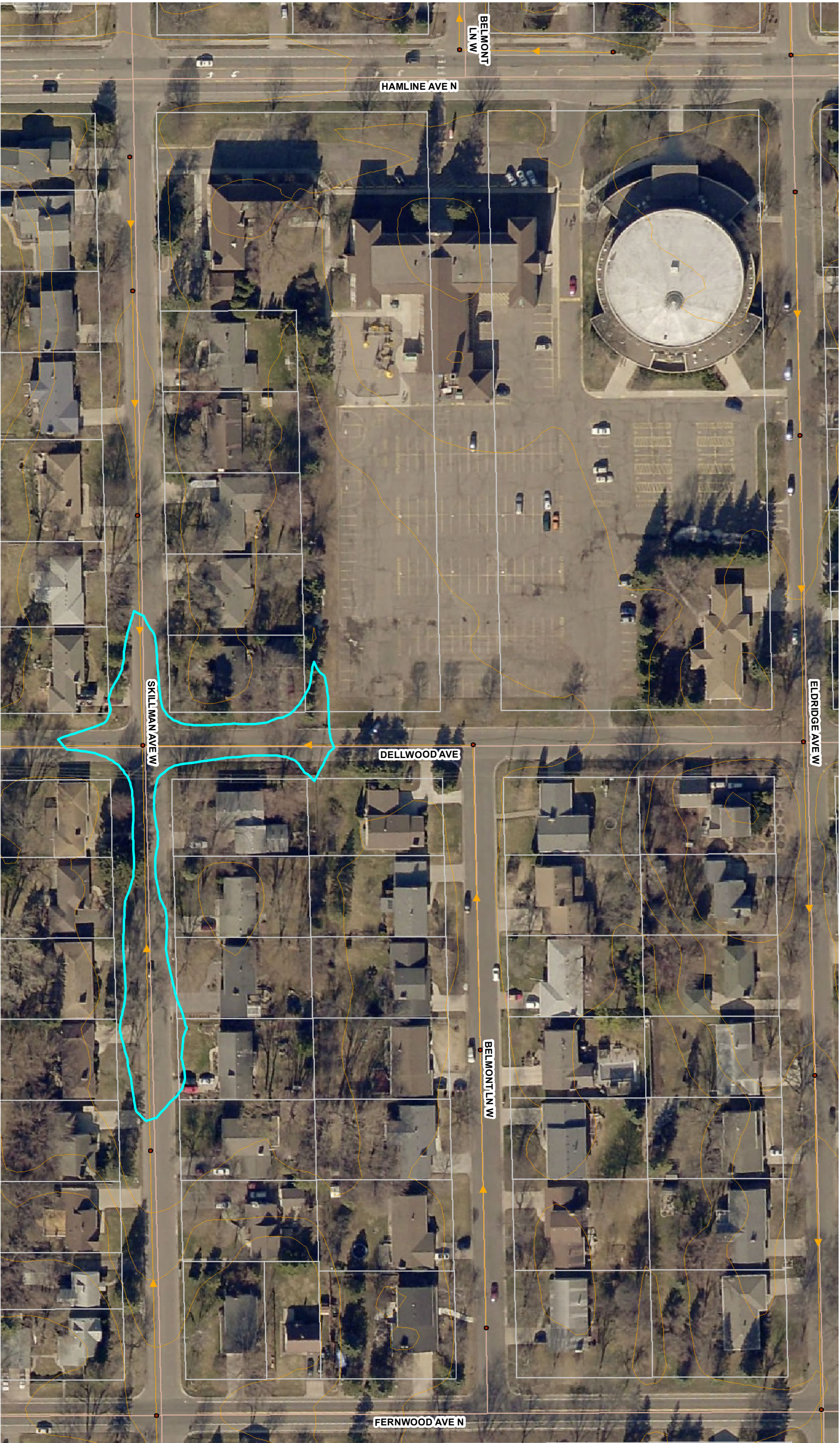
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

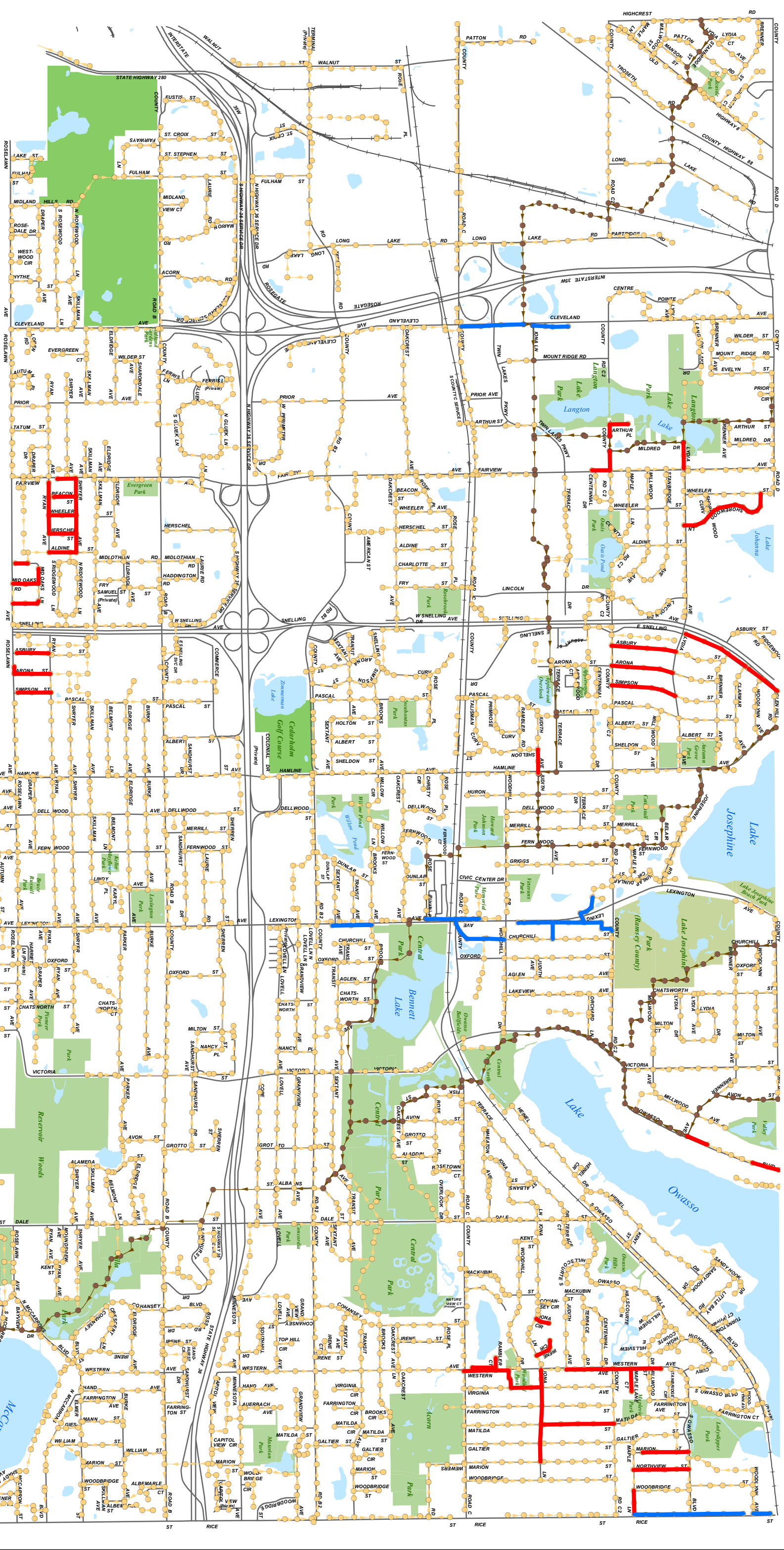
ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH DURING CONSTRUCTION OF THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MUTCD, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS", LATEST EDITION.

SHEET NO.	DESCRIPTION
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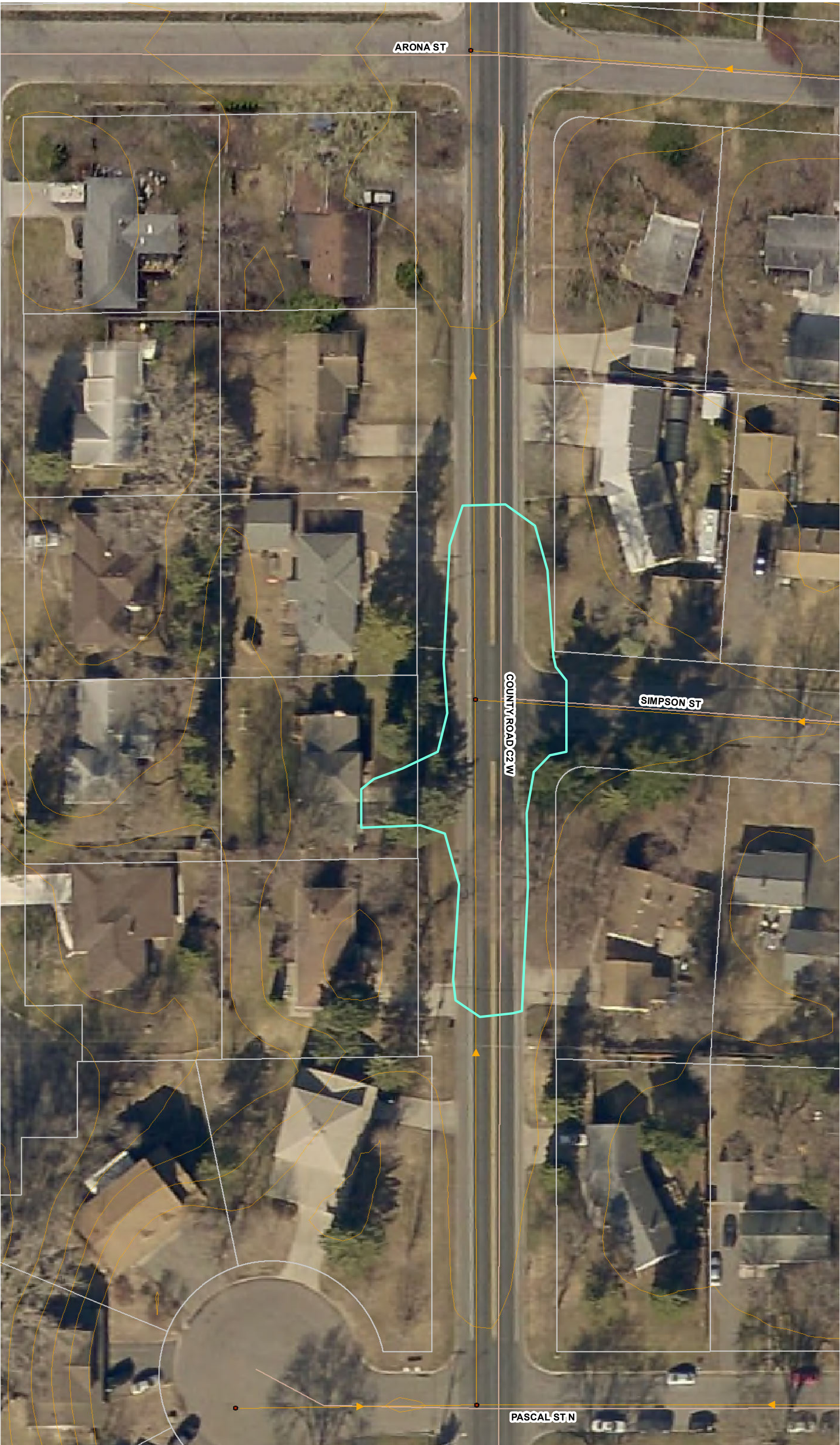
1. TITLE SHEET
2. ESTIMATED QUANTITIES
3. STANDARD DETAILS
4. SWPPP NARRATIVE
5. REMOVALS PLAN-COUNTY ROAD B/D/ALE STREET
6. SANITARY SEWER-COUNTY ROAD B/D/ALE STREET
7. SANITARY SEWER-COUNTY ROAD B/COHANSEY BLVD.
8. TEMPORARY BYPASS PUMPING PLAN-COUNTY ROAD B/D/ALE STREET
9. DETOUR PLAN-COUNTY ROAD B/D/ALE STREET
10. DETOUR PLAN-COUNTY ROAD B/COHANSEY BLVD.
11. DETOUR PLAN-COUNTY ROAD B/EAST OF DALE STREET
12. STRIPING PLAN-COUNTY ROAD B/D/ALE STREET





2021 Proposed Sanitary Sewer Lining Segments

- 2021 Lining Segment 1 (27,627 ft)
- 2021 Lining Segment 2 (9,995 ft)

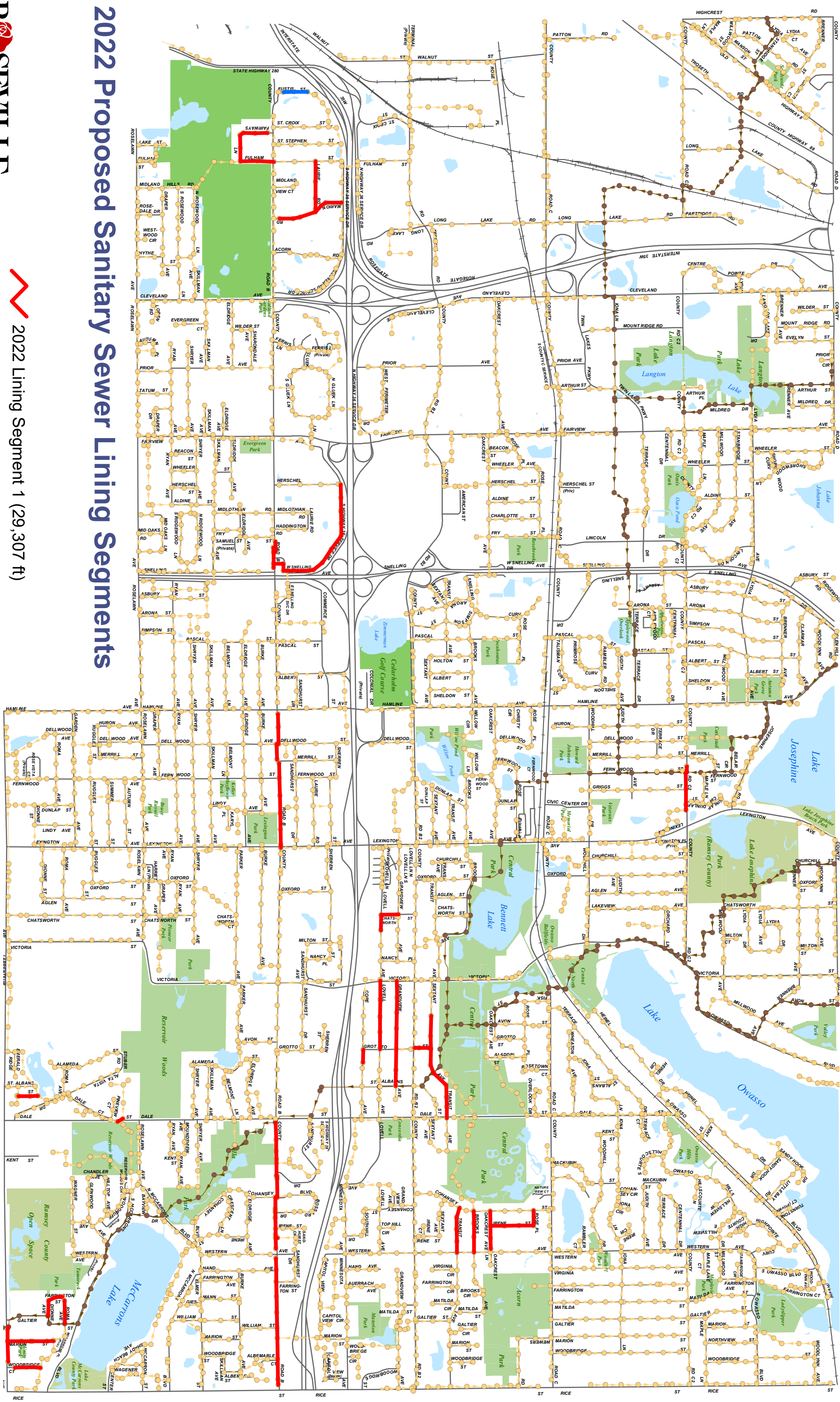




2022 Proposed Sanitary Sewer Lining Segments

✓ 2022 Lining Segment 1 (29,307 ft)

2022 Lining Segment 2 (464 ft)



Data Sources and Contacts:

* Ramsey County GIS Base Map (9/28/21)

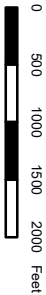
For further information regarding the contents of this map contact:

2660 Civic Center Drive, Roseville MN

2660 Civic Center Drive, Roseville MN

DISCLAIMER:

information and data related to various city, county, state, and federal offices and other sources regulating the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) data used to prepare this map are error free, and the City does not represent that the GIS data can be used for navigation, tracking or any other purpose requiring accurate measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found in this product, please contact the City of Dallas at 214-671-7075. The pending disclaimer is provided pursuant to Minnesota Statutes §464.03, Subd. 2 (2005) and the use of this map does not constitute an offer of insurance or any other financial product. The City shall not be liable for any damages, including, reasonably, and notwithstanding to the City from any and all claims brought by User, its employees or agents, or third parties which result out of the user's access or use of this product.



Attachment I-A

State of Minnesota General Obligation Bond Financed CERTIFICATION

The undersigned hereby certifies as follows:

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

City of Roseville certifies that [Grantee] has read and will comply with the terms and conditions of the Waiver of Real Property Declaration, a copy of which is attached to this Certification and further, that the Governmental Program which is the subject of and described in the Municipal Publicly-Owned Infrastructure Inflow/Infiltration Grant Agreement [No. 16596] between [Grantee] and Metropolitan Council qualifies for the Waiver of Real Property Declaration attached hereto. [Attach copy of Waiver to this Certification. The Waiver to Metropolitan Council is Attachment V to the Grant Agreement.]

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

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

- A. The Restricted Property is State bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement

B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in the G.O. Grant Agreement between Metropolitan Council and [Grantee], dated _____, ____ (the "G.O. Grant Agreement").

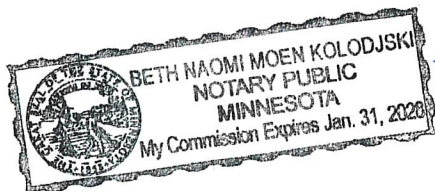
SIGNATURE BLOCK AND ACKNOWLEDGMENT

By:

Title:

Dated:

On the 31st day of March, 2023, before me a notary public within and for said County, personally appeared Jesse Freihammer named in the forgoing instrument as the Public Works Director of City of Roseville and acknowledged said instrument was signed on behalf of said City of Roseville.



Notary Public

**EXTRACT OF MINUTES OF MEETING
OF THE
CITY COUNCIL OF THE CITY OF ROSEVILLE**

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on the 10th day of April, 2023, at 6:00 p.m.

The following members were present: Groff, Strahan, Etten, Schroeder, and Roe;
and the following members were absent: None.

Councilmember Etten introduced the following resolution and moved its adoption:

RESOLUTION No. 11975

**APPROVAL OF GRANT AGREEMENT BETWEEN METROPOLITAN
COUNCIL AND THE CITY OF ROSEVILLE FOR GRANT ELIGIBLE WORK**

BE IT RESOLVED by the City Council of the City of Roseville, as follows:

WHEREAS, the Minnesota State Legislature has appropriated \$5 million in general obligation bond funds for grants to municipalities to reduce inflow and infiltration in their public system infrastructure, administered by Metropolitan Council Environmental Services (MCES); and

WHEREAS, the MCES has identified the City of Roseville as one of many metro cities having excessive quantities of stormwater and groundwater, commonly referred to as inflow and Infiltration (I&I), entering the public sanitary sewer system; and

WHEREAS, to facilitate the reduction of Inflow and Infiltration (I&I), MCES is offering a preliminary Minimum Allocation of \$25,000 per metro city, with provision for future distribution of available funding until the total for the State of Minnesota has been expended on I&I reduction measures; and

WHEREAS, staff has identified public sanitary sewer and storm sewer system components requiring improvements to minimize or eliminate excessive I&I.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City Of Roseville, Minnesota, that the Public Works Department is authorized to apply for these grants; and

BE IT FURTHER RESOLVED that the City Manager or their designee be authorized to submit the applications and to serve as the contact person; and

BE IT FURTHER RESOLVED that the City agrees to remit available grant funding towards the continued minimization of elimination of excessive I&I within the public sanitary sewer system; and

BE IT FURTHER RESOLVED that the City will secure and retain receipts for all eligible repairs and that MCES will have reasonable access to audit these records upon request.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember Groff and upon vote being taken thereon, the following voted in favor thereof: Groff, Strahan, Etten, Schroeder, and Roe; and the following voted against the same: None.

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

WITNESS MY HAND officially as such Manager this 10th day of April, 2023.


Patrick Trudgeon, City Manager

(SEAL)