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# Le Sueur County, MN

Tuesday, December 16, 2014

## Board Meeting

### Item 11

**6:30 p.m. Darrell Pettis, County Administrator**

*RE: Emergency Preparedness Radiological Grant*

*RE: LRIP Resolutions*

*RE: CSAH 31 Grant Agreement*

*RE: Grant Resolution*

*RE: Tandem Truck*

Staff Contact:

RESOLUTION NO. \_\_\_\_\_  
LOCAL ROAD IMPROVEMENT PLAN (LRIP)  
APPROVE SUBMITTAL OF GRANT APPLICATION AND SPONSORSHIP OF PROJECT

WHEREAS, the City of Montgomery, Minnesota (the "City") is making application for funding under the 2014-2015 State of Minnesota Local Road Improvement Program (LRIP) grant in an amount of up to \$750,000; and

WHEREAS, the City of Montgomery has a population less than 5,000 and is not a State-Aid city, the LRIP project requirements indicate the county must agree to sponsor the project; and

NOW THEREFORE, BE IT RESOLVED BY THE LE SUEUR COUNTY BOARD OF COMMISSIONERS, LE SUEUR COUNTY, MINNESOTA:

that if the project is selected for funding, Le Sueur County agrees to act as the project sponsor, to be the fiscal agent, and to work with the City to ensure the project is completed in accordance with state requirements.

Resolution \_\_\_\_\_ is hereby approved and adopted this \_\_\_\_\_ day of December, 2014.

\_\_\_\_\_  
<Name, Title>

ATTEST:

\_\_\_\_\_  
<Name, Title>

RESOLUTION NO. XX-2014  
LOCAL ROAD IMPROVEMENT PLAN (LRIP)  
APPROVE SUBMITTAL OF GRANT APPLICATION

WHEREAS, the City of Montgomery, Minnesota (the "City") is making application for funding under the 2014-2015 State of Minnesota Local Road Improvement Program (LRIP) grant in an amount of up to \$750,000; and

WHEREAS, since the City has a population less than 5,000 and is not a State-Aid city, Le Sueur County has agreed to serve as the sponsoring agency for the City; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MONTGOMERY, MINNESOTA:

that if the project is selected for funding, the City will work with the project sponsor, Le Sueur County, to ensure the project is completed in accordance with state requirements.

Resolution XX-2014 is hereby approved and adopted this 15th day of December, 2014.

\_\_\_\_\_  
Jean M. Keogh, Mayor

ATTEST:

\_\_\_\_\_  
Brian Heck, City Administrator

**General Obligation Bond Proceeds**

**Grant Agreement – Construction Grant for the**

**CSAH 31 – SAP 40-631-02**

**under the**

**Local Road Improvement Program**

**Rural Road Safety Account**

**THIS AGREEMENT** shall be effective as of \_\_\_\_\_, 20\_\_\_\_, and is between Le Sueur County, a political subdivision of the State of Minnesota (the “Public Entity”), and the Minnesota Department of Transportation (“MnDOT”).

**RECITALS**

A. MnDOT created and is operating the Local Road Improvement Program (“LRI Program”) under the authority granted by Minn. Stat. §174.52 and all rules related to such legislation (cumulatively the “LRIP Enabling Legislation”).

B. Under the LRI Program, MnDOT is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, §5(a) of the Minnesota Constitution.

C. Under the LRI Program the recipients of a grant must use such funds to perform those functions delineated in the LRIP Enabling Legislation.

D. Under the LRI Program the recipient of a grant may not expend any part of the grant for work to be done on a state trunk highway or within a trunk highway easement.

E. The Public Entity submitted a grant application to MnDOT (“Grant Application”) in which the Public Entity requests a grant under the LRI Program, the proceeds of which will be used for the purposes delineated in such grant application.

F. The Public Entity has applied to and been selected by MnDOT for a receipt of a grant under the LRI Program in an amount of \$ 84,388.00 (the “LRIP Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by MnDOT under the LRI Program and for the purposes delineated in the Grant Application.

G. Under the provisions contained in Minn. Stat. §162.02 , the Public Entity has been given the authority to perform those functions and activities required of it under the LRI Program and delineated in the Grant Application, and to operate that real estate for which the Public Entity uses the proceeds of the Grant, subject to applicable statutory authority or limitations as trunk highways, county highways, county state-aid highways, town roads, or city streets.

H. The Public Entity’s receipt and use of the LRIP Grant to improve real property (the “Real Property”) will cause all of such real property 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 “Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Finance on July 20, 1995 (the “Commissioner’s Order”), even though such funds will only pay for a portion of the acquisition or work to be performed.

I. The Public Entity and MnDOT desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the LRIP Grant to the Public Entity and the operation of the Real Property.

**IN CONSIDERATION** of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

## **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:

“Advance(s)” – means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the CSAH 31 – SAP 40-631-02 under the Local Road Improvement Program, Rural Road Safety Account.

“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” - means the commissioner of the Minnesota Department Finance, and any designated representatives thereof.

“Commissioner’s Order” - means that certain “Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the then Commissioner of Finance on July 20, 1995.

“Completion Date” – means the 6<sup>th</sup> day of October, 2009, which is the projected date for completion of the Project.

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

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02 herein.

“Event of Default” - means one or more of those events delineated in Section 2.06.

“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 LRIP Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. §16A.695 as such may be subsequently 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 V** that the Public Entity submitted to MnDOT.

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

“LRIP Grant” - means a grant of monies from MnDOT to the Public Entity under the LRI Program in the amount specified in Recital E to this Agreement, as such amount may be modified under the provisions contained in Sections 2.11 and 4.01 herein.

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

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” – means the portion of the LRIP Grant that has been disbursed to or on behalf of the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Public Entity’s performance of the activities denoted in Section 2.03 herein.

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement, and such entity is:

(Check the appropriate box.)

☐ A statutory city.

☐ A home rule city.

☐ A town.

☒ A county.

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

## **Article II GRANT**

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

**Section 2.02 Public Ownership.** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Estate must be owned by one or more public entities. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to MnDOT that it has the following ownership interests in the Real Property:

(Check the appropriate box.)

☐ Fee simple ownership of the Real Property.

☒ An easement for the Real Property that is for a term that (i) extends beyond the date that is 37.5 years from the effective date of this Agreement, or such shorter term that is authorized by a Minnesota statute, and (ii) which cannot be modified, restated, amended, changed in any other way, or prematurely cancelled or terminated without the prior written consent of MnDOT and the Commissioner.

[If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation at this point \_\_\_\_\_.]

**Section 2.03 Use of Grant Proceeds.** The Public Entity shall use the LRIP 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 LRIP Grant for any other purpose.

(Check all appropriate boxes.)

☐ To pay the Public Entities' local share of the costs for a trunk highway project that are directly or partially related to a trunk highway improvement, and that are not funded or are only partially funded with other state and federal funds.

☐ To pay for the costs of constructing or reconstructing city streets, county highways, or town roads with statewide significance that have not been fully funded through other state, federal, or local funding sources.

☒ To pay the costs of a capital improvement project on a county state-aid highway that is intended primarily to reduce traffic crashes, deaths, injuries, and property damage.

*[NOTE: Only counties may use the LRIP Grant for this purpose.]*

Notwithstanding anything to the contrary contained herein, the Public Entity may not use or expend any part of the LRIP Grant for work on a trunk highway or within a trunk highway right-of-way.

**Section 2.04 Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street, and for no other purposes or uses. Provided, however, the Public Entity may not use the Real Property as a trunk highway or any part of a trunk highway.

The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section, and upon written request by either MnDOT or the Commissioner shall supply a statement, sworn to before a notary public, to such effect to the requesting entity.

**Section 2.05 Sale or Lease of Real Property.** The Public Entity may not and shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property must comply with the requirements imposed by the G.O. Compliance Legislation regarding such sale or leasing.

**Section 2.06 Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to MnDOT 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 LRIP Grant for the purpose or purposes delineated in Section 2.03 herein.

C. It has legal authority to operate the Real Property for the purposes delineated in Section 2.04 herein.



D. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04 herein, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.

E. 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.

F. 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.

G. 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 LRI Program.

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

I. 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, 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.

J. 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.

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

L. The Project 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.

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

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

O. It will operate, maintain, and manage the Real Property 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 Real Property.

P. It reasonably expects to possess the ownership interest in the Real Property described Section 2.02 herein for at least 37.5 years, and it does not expect to sell such ownership interest.

Q. It does not expect to sell or transfer any portion of its ownership interest in the Real Property.

R. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.

S. No buildings or other structures currently exist on the Real Property, and it does not expect to construct or relocate any buildings or other structures onto the Real Property.

T. It will supply whatever funds are needed above and beyond the amount of the LRIP Grant to complete and fully pay for the Project.

U. The provisions contained in Minn. Stat. §16B.335 and requirements imposed thereunder do not apply to the Project.

V. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

**Section 2.07 Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under this Agreement upon either MnDOT or the Commissioner 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 MnDOT and the Commissioner.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce MnDOT to disburse any of the LRIP 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.

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 LRIP Enabling Legislation.

D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes delineated in Section 2.03 herein, the Grant Application, and in accordance with the LRI Program.

E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04 herein.

F. If the Public Entity fails to complete the Project by the Completion Date.

G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.

H. If the Public Entity leases out or enters into any contract that would allow another entity to use or operate the Real Property without the written consent of MnDOT and the Commissioner.

I. If the Public Entity fails to provide any and all additional funds needed to fully pay for the Project.

J. If the Public Entity fails to supply whatever funds are needed to operate the Real Property in the manner specified in Section 2.04 herein

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under this Agreement immediately upon either MnDOT or the Commissioner 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 MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

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

B. The Commissioner, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the LRIP Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner.

C. Either MnDOT or the Commissioner, 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 MnDOT or the Commissioner 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, 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 MnDOT and/or the Commissioner, 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 MnDOT and the Commissioner, 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 Effect 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 be terminated upon the Public Entity's sale of its interest in the Real Property in accordance with the provisions contained in the G.O. Compliance Legislation and the Commissioner's Order, or in accordance with the provisions contained in Section 2.11 herein.

**Section 2.11 Termination/Modification of Grant.** If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the LRIP Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and MnDOT may agree in writing, then MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such dates then MnDOT's obligation to fund any portion of the LRIP 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 LRIP Grant has been disbursed by such dates then MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the LRIP Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

**Article III**  
**COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION**  
**AND THE COMMISSIONER'S ORDER**

**Section 3.01 State Bond Financed Property.** The Public Entity acknowledges and agrees that its interest in the Real Property is, or when acquired by it 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 its interest in the Real Property.

**Section 3.02 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 use or invest the LRIP 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 LRIP 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 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 that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner 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 of the use of the Real Property 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 (iii) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the LRIP 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 otherwise omit, take, or cause to be taken 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 3.03 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 interest in the Real Property is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity MnDOT shall enter into and execute an amendment to this Agreement to implement such amendment to or exempt the Public Entity's interest in the Real Property from the G.O. Compliance Legislation or the Commissioner's Order.

#### **Article IV DISBURSEMENT OF GRANT PROCEEDS**

**Section 4.01 The Advances.** The MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances from the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01 herein, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11 herein, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 herein even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached hereto as **Attachment III**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project. Therefore, the cumulative amount of all Advances disbursed by MnDOT at any point in time shall not exceed the portion of the Project that has been completed. This requirement is expressed by way of the following formula:

$$\text{Cumulative Advances} \leq (\text{LRIP Grant}) \times (\text{percentage of Project completed})$$

**Section 4.02 Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to; (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in

writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT; (i) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

**Section 4.03 Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

**Section 4.04 Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant delineated in Section 1.01 herein.

B. MnDOT 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. 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.

D. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03 herein, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.

E. The Public Entity has supplied to MnDOT all other items that MnDOT may reasonably require.

**Section 4.05 Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

A. Advances are not made prior to completion of work performed on the Project (i.e. are not advanced before the work has been performed);

B. All Advances are processed on a reimbursement basis;

C. The Public Entity must first document expenditures to obtain an Advance;

D. Reimbursement requests are made on a partial payment basis or when the Project is completed;

E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

**Section 4.06 Construction Inspections.** The Public Entity shall be responsible for making their own inspections and observations of regarding the completion of the Project, and shall determine to their own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

## **Article V MISCELLANEOUS**

**Section 5.01 Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

**Section 5.02 Condemnation.** If after the Public Entity has acquired the ownership interest delineated in Section 2.02 herein all or any portion of the Real Property is condemned to



an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04 herein, 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 herein and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds that are not used to acquire an interest in additional real property shall be paid to the Commissioner as a partial or full repayment of the LRIP Grant.

As recipient of any of condemnation awards or proceeds referred to herein, MnDOT 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 5.03 Use, Maintenance, Repair and Alterations.** The Public Entity shall comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property, or any part thereof.

The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or suffer the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04 herein, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property by increasing the value thereof or improving its ability to be used for the purposes delineated in Section 2.04 herein, (iii) do any act or thing which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, (v) commit or permit any waste or deterioration of the Real Property, or (vi) commit, suffer or permit any act to be done in or upon the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with the provisions contained in this Section, then MnDOT may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes and empowers MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require MnDOT to take any action, incur any expense, or expend any funds, and MnDOT 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 MnDOT to perform such acts as may be necessary to so maintain the Real Property shall be due and payable on demand by MnDOT and bear interest from the date of advancement by MnDOT 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 5.04 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 needed to comply with

the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the LRIP Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow MnDOT, auditors for MnDOT, 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 for a period of 6 years from the date such operation is initiated.

**Section 5.05 Inspections by MnDOT.** Upon reasonable request by MnDOT and without interfering with the normal use of the Real Property, the Public Entity shall allow MnDOT to inspect the Real Property.

**Section 5.06 Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the LRIP Grant, the Project, or the operation of the Real Property, 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 5.07 Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation of the Real Property, 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 5.08 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 & 176.182 that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the Project and the operation of the Real Property.

**Section 5.09 Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner all claims it may have for over charges as to goods or services provided with respect to the Project, and operation of the Real Property that arise under the antitrust laws of the State of Minnesota or of the United States of America.

**Section 5.11 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 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time with respect to the Project and the operation of the Real Property. 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 Real Property.

Section 5.12 **Liability.** The Public Entity and MnDOT 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 MnDOT and the Commissioner is governed by the provisions contained in Minn. Stat. §3.736 that exists as of the date of this Agreement and as such may subsequently 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 5.13 herein, is governed by the provisions contained in such Chapter 466.

Section 5.13 **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 agrees to indemnify and hold harmless MnDOT, the Commissioner, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against MnDOT, the Commissioner, 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 MnDOT, the Commissioner, 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, 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 MnDOT, the Commissioner, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold MnDOT, the Commissioner, 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 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 5.06 herein.

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 5.14 **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, MnDOT, or the Commissioner, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of either MnDOT, the Commissioner, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property.

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 of

the Real Property. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation of the Real Property shall not have any contractual relationship with either MnDOT, the Commissioner, 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 either MnDOT, the Commissioner, 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 either MnDOT, the Commissioner, 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 5.15 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:

Le Sueur County  
88 South Park Avenue  
Le Center, MN 56082  
Attention: Darrell Pettis

To MnDOT at:

Minnesota Department of Transportation  
Office of State Aid  
395 John Ireland Blvd., MS 500  
Saint Paul, MN 55155  
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at:

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

**Section 5.16 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 MnDOT, and their respective successors and assigns. Provided, however, that neither the Public Entity nor

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

Section 5.17 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, 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, MnDOT, or the Commissioner, 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 either the Public Entity, MnDOT, or the Commissioner, 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 5.18 **Entire Agreement.** This Agreement and the Declaration embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.19 **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 5.20 **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 5.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 5.22 **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 5.23 **Source and Use of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Source and Use of Funds Statement attached hereto as **Attachment III** shows 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 amongst the following categories:

(i) State funds including the LRIP Grant, identifying the source and amount of such funds.

(ii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.

(iii) 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.

(iv) 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 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.

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 MnDOT and the Commissioner 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 MnDOT or the Commissioner may request to support or explain any of the information contained in **Attachment III** to this Agreement.

Section 5.24 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that **Attachment IV** to this Agreement correctly and accurately delineates the projected schedule for the completion of the Project.

Section 5.25 **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 MnDOT and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner, is and shall be a third-party beneficiary of this Agreement.

Section 5.26 **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 5.27 **MnDOT and Commissioner Required Acts and Approvals.** The MnDOT and the Commissioner 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 5.28 **Additional Requirements.** The Public Entity and MnDOT agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

NONE

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

**IN TESTIMONY HEREOF**, the Public Entity and MnDOT have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the CSAH 31 – SAP 40-631-02 Project under the Local Road Improvement Program, Rural Road Safety Account on the day and date indicated immediately below their respective signatures.

**PUBLIC ENTITY:**

Le Sueur County,

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

Joseph Doherty,

Its: County Board Chairperson

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

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

Darrell Pettis

Its: County Administrator

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

**MnDOT:**

Minnesota Department of Transportation,

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

Julie Skallman

Its: Office of State Aid Division Director

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



**Attachment I to Grant Agreement  
DECLARATION**

The undersigned has the following interest in the real property located in the County of Le Sueur, State of Minnesota, which is legally described in **Exhibit A** attached and all facilities situated thereon (cumulatively referred to as the "Restricted Property"):

(Check the appropriate box.)

☐ a fee simple title,

☒ an easement,

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

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. §16A.695 that exists as of the effective date of the grant agreement identified in B hereinbelow, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it without the approval of the commissioner of the Minnesota Department of Finance, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain General Obligation Bond Proceeds Grant Agreement – Construction Grant for the CSAH 31 – SAP 40-631-02 Project Under the Local Road Improvement Program, Rural Road Safety Account between Le Sueur County and the Minnesota Department of Transportation with an effective date of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Restricted Property shall remain subject to such restrictions and encumbrances until it is released therefrom by way of a written release in recordable form signed by both the commissioner of the Minnesota Department of Transportation and the commissioner of the Minnesota Department of Finance, and such written release is recorded in the real estate records relating to the Restricted Property.

This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the commissioner of the Minnesota Department of Finance.

*[The following must be added to this Declaration in order for it to be in a form that can be recorded:*

1. *A signature block, notaries' acknowledgement, and statement as to who it was drafted by.*
2. *An Exhibit that contains the legal description.]*

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



		4" Precast Concrete Headwall	\$7,140.00
		4" TP Pipe Drain	\$2,604.00
		4" Perf PE Pipe Drain	\$83,700.00
		Traffic Control	\$2,400.00
		Mulch Material Type 2 Special	\$8,370.00
		Interim Pavement Marking	\$2,544.00
		4" Solid Line White - Paint	\$1,240.80
		4" Solid & Broken Line Yellow - Paint	\$712.80
Sub-Total		Sub Total	\$1,572,654.17
<b>Loans</b>			
-----	\$-----		
-----			
Sub-Total	\$-----		
<b>Other Funds</b>			
-----	\$-----		
-----			
Sub-Total	\$-----		-
<b>Prepaid Project Expenses</b>			
-----	\$-----		
-----			
Sub-Total	\$-----		
<b>TOTAL FUNDS</b>	\$1,657,042.17	<b>TOTAL PROJECT COSTS</b>	\$1,657,042.17

**Attachment IV to Grant Agreement  
PROJECT COMPLETION SCHEDULE**

**Attachment V to Grant Agreement  
GRANT APPLICATION**

LE SUEUR COUNTY  
DEPARTMENT OF ROADS

## Slope Easement

CSAH 31 Project 6002

Date May 18 1960

County OF Le Sueur

The undersigned, being the owners of the property adjacent to the road herein described, grant and permit the County of Le Sueur the right to construct a back-slope 2:1 - 6:1

beyond the present 33 foot right of way adjacent to and as part of the general plan of improvement in the protection of CSAH Road No. 31 in the County of Le Sueur in the State of

Minnesota. Said road described as follows: Beginning at the common corners of Sections 23,24,25,26 T112N, R24W to the northwest corner of Section 1, T112N, R24W.

It is agreed, and the right is hereby granted, that all earth or other material necessarily excavated, removed, or taken from said premises in the construction of said road shall become the property of the County to be hauled away or used in the construction of CSAH Road No. 31 or otherwise disposed of as the County may deem fit.

And the Grantors, heirs, executors, and assigns hereby releases the County of Le Sueur, its officers and agents, from any and all liability and claims therefore concerning said premises and grantor's adjoining premises, that result or may result therefrom by virtue of the construction of said slope and all work in connection therewith.

OWNERS

Mrs Julia Rejny  
Engelke & Sons  
Mrs Dorothy Huber  
Abel A. Reiers  
Mrs Mary Weiers  
John H. Bauer  
Werner W. Bohmcke  
Edna Huber  
Clemens Stief  
Reinhold Lietz

OWNERS

Lillian Lambrecht  
Gilbert Ehms  
Leonard Nytes  
Howard J. Nytes  
Stanley Weiers  
Gilbert Stief  
Jerome Wikner  
Wendelrich Michel  
Steve Huns  
Albert J. Ruhlman  
Clara Hoyer  
Ernest Hoyer



LE SUEUR COUNTY  
DEPARTMENT OF ROADS  
**Slope Easement**

CSAH 31 Project 6002

Date May 18 19 60

County Le Sueur OF Le Sueur

The undersigned, being the owners of the property adjacent to the road herein described, grant and permit the County of Le Sueur the right to construct a back-slope 2:1 - 6:1 beyond the present 33 foot right of way adjacent to and as part of the general plan of improvement in the protection of CSAH Road No. 31 in the County of Le Sueur in the State of Minnesota. Said road described as follows: **Beginning at the common corners of Sections 23, 24, 25 26, Township 112 North, Range 24 West to the northwest corner of Section 1, Township 112 North, Range 24 West.**

It is agreed, and the right is hereby granted, that all earth or other material necessarily excavated, removed, or taken from said premises in the construction of said road shall become the property of the County to be hauled away or used in the construction of CSAH Road No. 31 or otherwise disposed of as the County may deem fit.

And the Grantors, heirs, executors, and assigns hereby releases the County of Le Sueur, its officers and agents, from any and all liability and claims therefore concerning said premises and grantor's adjoining premises, that result or may result therefrom by virtue of the construction of said slope and all work in connection therewith.

OWNERS

OWNERS

Ted Nytes  
Jerome G. Nytes  
Frank Cordts

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**RESOLUTION BY THE COUNTY BOARD OF COMMISSIONERS  
LE SUEUR COUNTY**

WHEREAS, The County of Le Sueur has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for the reconstruction of City Bridge No. L 8748 over the Cannon River, and:

WHEREAS, The amount of the grant has been determined to be \$208,496.57 by reason of the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED: That the County of Le Sueur does hereby affirm that any cost of the bridge in excess of the grant will be appropriated from the funds available to the County of Le Sueur, and that any grant moneys appropriated for the bridge but not required, based on the final estimate, shall be returned to the Minnesota State Transportation Fund.

**CERTIFICATION**

**STATE OF MINNESOTA**

ss

**COUNTY OF LE SUEUR**

I, Terry Overn, Auditor of said County of Le Sueur, do hereby certify that I have compared the forgoing copy with the original resolution as adopted by the County Board of said County at their meeting held on the \_\_\_\_ day of \_\_\_\_\_ and recorded in Commissioners Record “\_\_\_\_\_” on page \_\_\_\_\_ now remaining on file and on record in my office and that the same is a correct transcript therefrom, and the whole of such original.

Witness by hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2000



Mack Truck  
Tow MASTRA Body

State Bid  
Contract

Body + Plow  
Equipment \$ 100,788<sup>00</sup>

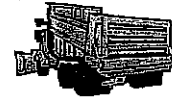
Truck 109,820<sup>00</sup>

\$ 210,608<sup>00</sup>

Harry



**Towmaster, Inc.**  
61381 US Hwy. 12, Litchfield, MN  
Phone: 800-462-4517 / 320-693-7900



**Truck Equipment - Cutting Edges - Asphalt Repair Equipment**

FX: 320-693-7921

**STATE CONTRACT #80228**

Parts FX: 320-593-5703

<b>Bill To:</b>	<b>Cust#:</b> 2938	<b>Phone:</b>	<b>Ship To:</b>	<b>Phone:</b>
LESUEUR COUNTY HWY DEPT		507-357-2251	LESUEUR COUNTY HWY DEPT	507-357-2251
88 SOUTH PARK AVENUE		<b>FAX:</b>	515 S MAPLE AVE	<b>FAX:</b>
PO Box 205		507-357-4520	LECENTER, MN 56057	507-357-4520
LECENTER, MN 56057				

**Contact:**

**Contact:** Harry Baker 507-357-8207

PO#	QUOTE No.	Terms	Created Date	Latest Rev Date	Appx. Ship Date
	12914-TME	NET 30 DAYS	12/08/2014	12/8/2014	
Trk VIN		MO #	CO #	Salesman	Tim Erickson
Freight Instructions:		Build Instructions:	Other Credit:	Other Charge:	
F.O.B. LITCHFIELD, MN					

**ATTENTION: HARRY BAKER**

**80228**

**NOTE:** If changes are made to an order after a P.O. has been issued, a FEE may be assessed and a revised or new P.O. MUST BE submitted to reflect changes.

Visit us online at [www.towmastertruck.com](http://www.towmastertruck.com)

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

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

<b>Price:</b>	<b>\$100,788.00</b>
<b>Discount:</b>	<b>\$0.00</b>
<b>Other Credit (see above):</b>	<b>\$0.00</b>
<b>Net Cost:</b>	<b>\$100,788.00</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Other Charge (see</b>	<b>\$0.00</b>
<b>Freight</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$100,788.00</b>



**TRUCK & EQUIPMENT**  
www.nussgrp.com

☐ 6500 US HWY 63 S, PO BOX 6699  
ROCHESTER, MN 55903  
507-288-9488 507-424-4156 (FAX)

☒ 2195 W CTY RD C2, PO BOX 130820  
ROSEVILLE, MN 55113  
651-633-4810 651-635-0928 (FAX)

☐ 2625 QUAIL RD NE  
SAUK RAPIDS, MN 56379  
320-253-6941 320-253-0176 (FAX)

☐ 53976 208TH LN, PO BOX 969  
MANKATO, MN 56002  
507-345-6225 507-387-5886 (FAX)

☐ 3028 TRUCK CENTER DR  
DULUTH, MN 55806  
218-628-0333 218-628-1822 (FAX)

☐ 12540 DUPONT AVE S  
BURNSVILLE, MN 55337  
952-894-9595 952-894-1619 (FAX)

## VEHICLE PURCHASE AGREEMENT

DATE: 12/10/2014

☒ NEW ☐ USED ☐ TRAILER ☐ ORDER OUT ☐ IN STOCK

SALESPERSON: PROW

LeSUEUR COUNTY

PURCHASER		CONTACT/TITLE	
99 SOUTH PARK AVE			
ADDRESS		E-MAIL ADDRESS	
LeSUEUR, MN	LESEUER	56507	
CITY STATE	COUNTY	ZIP CODE	
507-357-2251			
PHONE NUMBER	FAX NUMBER		

The Undersigned Purchaser hereby agrees to purchase from NUSS TRUCK GROUP INC. or SUBSIDIARY, hereinafter referred to as the Dealer, 1 new or used vehicle(s) together with the equipment below set forth (which vehicle(s) and equipment are called "said vehicle(s)") to be delivered on or about \_\_\_\_\_ according to the following specifications, terms, and conditions:

STOCK NO.	YEAR	MAKE	MODEL	MILEAGE	VIN
	2015	MACK	GU713		PENDING

### WARRANTIES and/or REPRESENTATIONS

- ☒ Manufacturer's Warranty Applies
- ☐ AS-IS: NO DEALER WARRANTY. DEALER DISCLAIMS ANY & ALL EXPRESS OR IMPLIED WARRANTIES.
- ☐ Other: \_\_\_\_\_

PURCHASER INITIAL HERE: \_\_\_\_\_

**GVWR/GCWR:** The Gross Vehicle Weight (GVWR), or Gross Combination Weight Rating (GCWR), of the vehicle subject to this order is \_\_\_\_\_ lbs. Seller disclaims any and all liability for damages resulting from operation of the vehicle in excess of the above stated GVWR or GCWR.

PURCHASER INITIAL HERE: \_\_\_\_\_

### TYPE OF TRANSACTION

- ☐ Financed. Finance Company: \_\_\_\_\_
- ☒ Cash (including customer based financing).
- Lien Holder: \_\_\_\_\_
- Phone #: \_\_\_\_\_

### DRIVER/INSURANCE INFORMATION (for 2000 form)

Insurance Agent: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

### BASE PRICE OF VEHICLE SOLD

\$109,820.00

1. Total of Options/Accessories (carried over from Addendum)	\$0.00
2. Dealer Retail Price	\$109,820.00
3. Discount	\$0.00
4. Total Cash Price (2 less 3)	\$109,820.00
5. Trade-in Allowance	\$0.00
6. Trade Difference (4 less 5)	\$109,820.00
7. MN Sales Tax on Trade Difference 0.00%	\$0.00
8. Federal Excise Tax	\$0.00
9. License / Registration Fees	\$0.00
10. City/County Excise Tax	\$0.00
11. Document Fee	\$0.00
12. Warranty	\$0.00
13. Balance Due to _____ on trade-in	\$0.00
14. Sub Total (Sum 6 through 13)	\$109,820.00
15. Less Cash Down Payment on Order	\$0.00
16. Sub Total (14 less 15)	\$109,820.00
17. Less Additional Cash Due _____	\$0.00
<b>DUE ON DELIVERY</b>	<b>\$109,820.00</b>

### DELIVERY INFORMATION

DELIVER TO: TOWMASTER, LITCHFIELD, MN

### ADDITIONAL ITEMS OR CONDITIONS OF SALE:

### EQUIPMENT TO BE TRADED

STOCK NO.	YEAR	MAKE	MODEL	MILEAGE	VIN
U-3602	2001	STERLING	LT9511		2FZHAZA841AH40011
STOCK NO.	YEAR	MAKE	MODEL	MILEAGE	VIN

REV11-09A

DEALER COPY

PURCHASER INITIAL HERE: \_\_\_\_\_