



**Wayzata City Council Workshop Meeting Agenda
Wayzata City Hall Community Room, 600 Rice Street
TUESDAY, AUGUST 16, 2022
(AMENDED)**

WORKSHOP TOPICS FOR DISCUSSION:

1. **Update of Waste Hauling Contract and Discussion of Future Options** (5:00-5:30 p.m.)
2. Discussion of 2023 Preliminary Enterprise Fund Operating Budgets and Fee Schedule (5:30-6:30 p.m.)



City Council Workshop City Council Agenda Report

MEETING DATE: August 16, 2022	WORKSHOP AGENDA ITEM: 1
TITLE: <u>Update of Waste Hauling Contract and Discussion of Future Options (5:00-5:30 p.m.)</u>	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

DISCUSSION OBJECTIVE:

To receive an update on the City's waste hauling operations, discuss and provide feedback for future alternatives.

BACKGROUND:

The City's 10-year waste hauling contract with Republic Services, formerly Randy's Sanitation, expires at the end of this year. That contract is attached. The City utilizes a single hauler approach and manages administration of the garbage utility for its residents in order ensure equality in waste services for all residents and to minimize wear and tear/nuisances on City streets.

The City has two options in determining next steps with the single hauler system:

- Negotiate a long term contract extension with Republic Services (5-10 years); or
- Negotiate a short term extension (1 year) with Republic Services and initiate a Request for Proposal (RFP) process this fall.

For reference, attached is information from an RFP process that the City of Excelsior went through earlier this year. At the workshop, staff will walk through the two options in more detail in order to gain direction on which option to pursue.

ATTACHMENTS:

1. Current Agreement
2. RPF Excelsior
3. Wayzata Renewal Options and Service Update letter 8-12-22

AGREEMENT FOR GARBAGE COLLECTION

This Agreement for Garbage Collection ("Agreement") is made effective this first day of January, 2013, by and between the City of Wayzata, a Minnesota municipal corporation ("City") and Randy's Sanitation Inc, a Minnesota for-profit corporation, d/b/a Randy's Environmental Services ("Randy's" or "Contractor").

The purpose of this Agreement is to set forth terms and conditions for Garbage collection by Randy's for the City.

The City and Randy's agree as follows:

SECTION 1. DEFINITIONS

A) "Garbage" means that waste material normally resulting from the operation and maintenance of a household, expressly excluding hazardous waste materials.

B) "Organics" means that waste material source separated from MSW, including but not limited to food waste, soiled and non-recyclable papers, but not to include yard waste.

C) "Households" means residential dwellings designed as a single housekeeping unit and intended for occupancy by one family as further defined herein. The City represents that there are 1,268 Households within the City to be serviced by this Agreement as of DECEMBER 18, 2012. For purposes of this Agreement "Households" shall include duplexes (counted as two Households), etc. up to multi-family residential dwellings, not to exceed eight (8) units. Multifamily residential dwellings with greater than eight (8) units shall not be covered by services under this Agreement.

D) "Mixed Municipal Solid Waste" or "MSW" means garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor or vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.

SECTION 2. COLLECTION

Every household is required to have a minimum service of every other week garbage service. Garbage to be collected under this Agreement shall be picked up once each week or biweekly. Approval from the City is required for any properties receiving bi-weekly pick up. Randy's will give the City advance written notice of which holidays will affect the normal collection schedule. Garbage containers will be placed curbside for collection outside by Household owners/tenants unless arrangement is made by the City for drive-up service at a particular property. The City does not require containers to be within a specified distance from the street, but the containers for any given Household will be kept in one place on the premises upon which the Household is located.

The City will provide to Randy's an initial list that indicates the number of carts to be picked up at each Household. On a monthly basis the City will inform Randy's of any Households that have changed their level of service. If a Household wants to put out more garbage than their current level of service, they shall have to buy a sticker from the City and attach it to the excess garbage. Randy's is responsible for picking up only the appropriate amount of garbage for each Household (whether in a cart or Garbage containing a City issued sticker).

In addition, during each year of the contract, at the City's option, Randy's will make a special pickup on the first Saturday in May. The pickup will be for all household junk including furniture and other large items. All materials are collected at curbside and residents pay for appliances separately. No hazardous waste, construction materials or brush is collected. The City will reimburse Randy's in accordance with attached **Exhibit A**. Residents shall be required to arrange a pickup with Randy's under this appliance pick up.

In addition, during each year of the contract, at the City's option, Randy's will make a special pickup of leaf bags on the second Monday in November. The City will reimburse Randy's in accordance with attached **Exhibit A**.

SECTION 3. PAYMENT

The City will use the up-to-date list described in Section 2 to calculate the monthly service charge to be paid to Randy's using the prices for the level of service in accordance with attached **Exhibit A**.

The City will reimburse Randy's for the cost of disposing the City's Garbage (i.e., tipping fees) based on Randy's submitting a written monthly summary of disposal costs including supporting documentation reasonably required by the City (i.e. weigh tickets, etc).

SECTION 4. OBLIGATION

A) Randy's shall legally dispose of the Garbage at a site it chooses subject to the City's approval. In approving Randy's site selection, the City shall have the right to look at, among other elements it deems necessary, environmental consideration, potential liability, Federal, County or State mandates and costs. The City shall have the right to request information from the disposal facility including, but not limited to, a description of what environmental controls are in place at the facility and any other information applicable to the facility pursuant to the provisions of Minnesota Statute Section 11 5A and other applicable Federal, State and County rules, regulations and statutes.

B) Randy's is responsible for developing a plan, subject to City approval, that will ensure that the City only pays for disposal costs relating to Garbage generated by Wayzata Households. The City reserves the right to verify the plan as the City considers necessary and to not reimburse Randy's for disposal costs if the above plan is not followed.

C) All vehicles of Randy's must be maintained in proper working condition and available at any time for inspection by the City, comply with all State inspection and licensing requirements, and be kept neat in appearance. Vehicles should be equipped with warning flashers, backup alarms, a broom and shovel for spills and Randy's name & phone number prominently displayed on both sides of vehicle. Drivers must be properly licensed and be in compliance with all applicable Federal, State and County requirements.

D) Randy's shall establish a procedure, reasonably acceptable to the City, for receiving and responding to complaints of missed collections. Randy's shall send a written description of this complaint procedure to the City.

E) All Garbage and Organics shall be collected between the hours of 7:00 A.M. and 5:00 P.M. in such a manner that none of the Garbage is spilled, dropped or allowed to remain on the premises from which it was collected. Containers shall be left in an upright position with covers attached. Care shall be taken not to damage Garbage containers.

F) Randy's will not knowingly collect and dispose of hazardous waste from Wayzata Households i.e. paint, thinner, mercury bulbs, batteries, etc., unless specific approval has been given by the City. Any hazardous waste collection/disposal shall be done in complete conformance with all applicable Federal, State and County rules, regulations and statutes. Randy's shall provide the City with a Haz-Mat spill resolution plan, which said plan shall conform with all applicable Federal, State and County rules, regulations and statutes and be reasonably satisfactory to the City.

SECTION 5. ADDITIONAL SERVICES

Randy's may provide additional services, such as yard waste or additional garbage pickup not covered under this contract to Wayzata residents subject to the written approval by the City. Prices and payment method shall be negotiated directly between Randy's and the individual resident. The City and Randy's may also enter into a contract for residential recycling services.

SECTION 6. TERM

The term of this Agreement shall commence on the first day of January, 2013 and continue until the first day of January, 2023. Increases in the contract prices in Appendix A will be negotiated no more frequently than every other year, within one hundred eighty (180) days of the end of the calendar year, based on changes in the CPI index. Any increase agreed to shall take effect on the first of the year, with the first such increase occurring no sooner than January 1, 2014. The City reserves the right to extend the term of this Agreement for additional years by giving notice to Randy's as provided hereunder no later than one hundred eighty (180) days prior to the end of the term.

SECTION 7. CANCELLATION

Either party may cancel this Agreement at any time, with or without cause or if price increase described in Section 6 cannot be negotiated, upon one hundred eighty (180) days prior written notice to the other party. In such event of termination, Randy's shall be entitled to payment of those services furnished up to the termination date. Written notice under this section and all other in this Agreement shall be by U.S. certified mail, return receipt requested to the following addresses:

To the City: City of Wayzata
600 Rice Street E.
Wayzata, MN 55391

To Randy's: Randy's Environmental Services
4351 U.S. Highway 12 Southeast
P.O. Box 169
Delano, MN 55328-0169

SECTION 8. GENERAL CONDITIONS

A) All services and duties performed by Randy's pursuant to this Agreement shall be performed to the satisfaction of the City and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations ("Laws"). As a condition of payment, Randy's agrees to comply with Minnesota Statutes 181.59, relating to nondiscrimination, and all applicable Wayzata City Code provisions. To the extent there is a conflict between this Agreement and any Laws, the Laws shall control.

B) The Contractor shall purchase from and maintain in a company or companies acceptable to the City, such insurance as will protect the Contractor and the City from claims which may arise from the Contractor's performance of the contract and for which the Contractor may be legally liable. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract. The insurance coverage described in this Section shall name the City as an additional insured, which coverage shall be primary for the City, and shall contain an agreement that the insurance policy or policies shall not be cancelled or modified except after 30 days written notice to the City, and be reasonably satisfactory to the City in all respects.

The Contractor must obtain the following insurance coverage with these minimum levels of coverage:

1. Commercial General Liability Insurance that covers liability arising from the Contractor's performance of the Contract, including claims for damages because of bodily injury, sickness, disease or death, and because of property damage, including loss of use, and because of personal injury, advertising injury and contractually assumed liability:

\$500,000 each/person
\$1,000,000 each/occurrence

2. Property Damage: \$500,000 each/person
\$1,000,000 each/occurrence

3. Commercial Motor Vehicle Insurance that covers claims for damages because of bodily injury and property damage arising out of ownership, maintenance or use of a motor vehicle:

\$1,000,000 aggregate

4. Umbrella Liability Coverage:

\$2,000,000 aggregate

C) Randy's shall execute and deliver to the City a performance bond in the sum of \$65,000. This Agreement shall not become effective until such bond, in a form and from a survey acceptable to the City, has been delivered to the City and approved by the City Attorney. This Agreement shall be subject to termination by the City at any time if said bond shall be canceled or the surety thereon relieved for liability for any reason. Extensions or renewals shall require the execution and delivery of a performance bond in the above amount to cover the period of extension or renewal.

D) The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local laws and regulations. The City reserve the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

E) During the performance of this Agreement, the Contractor, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor Regulations 41CFR, Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. In the event of noncompliance with the non-discrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended, in whole or part, in addition to other remedies as provided by law.

F) Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

G) The City may cancel the Agreement if the Contractor fails to fulfill its obligations under the Agreement in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured after 60 days written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Agreement is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor as specified in this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

H) The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

I) The Contractor shall retain all records pertinent to expenditures incurred under this Agreement for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Agreement shall be retained for three years after final disposition of such property.

I) The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to the Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, their officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

J) All Contractor records with respect to any matters as specified in the contract and the subsequent contract agreements shall be made available to the City or their duly authorized agents at any time during normal business hours, as often as the City deem necessary to audit, examine and make excerpts or transcripts of all relevant data. Any reports, information, data, etc. given to, prepared, or assembled by the Contractor under a future contract shall not be made available by the Contractor to any other person or party without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, photographs, and reports prepared by the Contractor shall become the property of the City upon termination of the City's contracts with the Contractor.

K) Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Agreement. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or subcontractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

L) The Contractor shall not assign any interest in the Agreement, and shall not transfer any interest in the Agreement either by assignment or novation, without the prior written approval of the City in its sole discretion. The Contractor shall not subcontract any services under this Agreement without prior written approval of the City in its sole discretion. Failure to obtain such written approval by the City prior to any such assignment or subcontract shall be grounds for immediate Agreement termination.

M) The parties hereby agree that Contractor shall have no right to assign or transfer its rights and obligations without written approval from the City in its sole discretion.

N) In the event the Contractor, its successors or assigns files for Bankruptcy as provided by federal law, the recycling service agreement shall be immediately deemed null and void relieving all parties of their contract rights and obligations.

O) Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Violation of this provision shall cause this Agreement to be null and void and the Contractor will forfeit any payments to be made under the Agreement.

P) Randy's shall indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, which they may suffer or for which they may be held liable, as a result of Randy's default under this Agreement, as a result of any negligence, gross negligence or intentional misconduct on the part of Randy's, as a result of any act or omission of Randy's, or its employees, or agents.

Q) The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the Agreement.

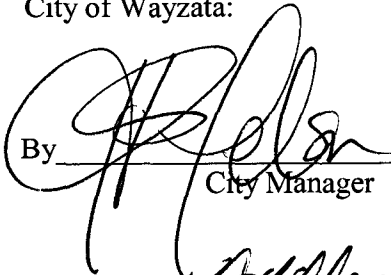
R) This Agreement embodies the entire agreement between the parties including all prior understanding and agreements, and may not be modified except in writing signed by all parties.

S) The terms of this Agreement that by their nature would continue beyond termination of this Agreement shall survive such termination. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement. A facsimile or electronic copy of the signature page shall constitute an original for all purposes.

The Contractor:

By 
Randy's Environmental Services

City of Wayzata:

By 
City Manager

By 
Mayor

EXHIBIT A

35 gal every other week	\$2.50
35 gal	\$5.00
65 gal every other week	\$3.50
65 gal	\$7.00
95 gal every other week	\$4.50
95gal	\$9.00
4 can	\$13.22
5 can	\$17.99
6 can	\$22.78
7 can	\$24.50
8 can	\$27.56
9 can	\$32.34
10 can	\$37.14
1 1/2 can	\$47.14
Drive up	\$10.20
Recycle Drive up	\$ 5.10
Wayzata Green MSW Carts	\$1.02 each
(some services require multiple carts)	
Organics –Blue Bag Program	\$5.00

Above prices are for the first year of the Agreement. Future annual price increases will be negotiated based on the changes in the CPI index as outlined in SECTION 6.

Randy's will receive sixty cents (\$.65) for each sticker the City sells to residents for additional garbage to be picked up by Randy's as outlined in SECTION 2. Any increase in the price for these stickers must be agreed to in writing by the City.

Randy's will receive \$3,500.00 to provide a spring cleanup as outlined in SECTION 2. \$3,500.00 includes 8 men, 8 trucks at 5.5 hrs each. Any hours over, are billable at \$90.00 per hr per man/truck and must be documented to the City to its reasonable satisfaction. The City will reimburse Randy's for any adequately supported, reasonable tipping fees incurred by Randy's in association with its services to the City under this Agreement. Residents must pay for appliances separately under this spring cleanup service.

Randy's will receive \$3,500.00 to provide a fall leaf bag pickup as outlined in SECTION 2. \$3,500.00 includes 4 men, 4 trucks at 3hrs each. Any hours over, are billable at \$90.00 per hr per man/truck and must be documented to the City to its reasonable satisfaction. The city will reimburse Randy's for any adequately supported, reasonable tipping fees over \$1,800.00 incurred by Randy's in association with its services to the City under this Agreement.

CHARGES FOR SERVICING CITY PROPERTIES

Charges for City properties include the following:

City Hall/Fire Station

\$47.75/Month

Public Works:

Winter:

\$201.00/Month

Summer:

\$402.00/Month

*The above charges are for labor only. Disposal is paid for by the City of Wayzata.

EXHIBIT ONE

Wayzata's Current & Proposed Contract Rates with Randy's Environmental Services

Service Level	Current (2012) Billing Rates	Proposed (2013) Billing Rates	Comments
Base	\$ 1.02	\$ 2.50	(Min. Service Based on 35 Gal.-EOW Rate)
35 Gallon	\$ 4.69	\$ 5.00	
35 Gallon-EOW	\$ 2.35	\$ 2.50	
65 Gallon	\$ 6.78	\$ 7.00	
65 Gallon-EOW	\$ 3.41	\$ 3.50	
95 Gallon	\$ 8.87	\$ 9.00	
95 Gallon-EOW	\$ 4.44	\$ 4.50	
4-CAN	\$ 12.90	\$ 13.22	
5-CAN	\$ 17.56	\$ 17.99	
6-CAN	\$ 22.24	\$ 22.78	
7-CAN	\$ 23.92	\$ 24.50	
8-CAN	\$ 26.91	\$ 27.56	
9-CAN	\$ 31.58	\$ 32.34	
10-CAN	\$ 36.26	\$ 37.14	
12-CAN	\$ 46.03	\$ 47.14	
Cart Rental (Wayzata Green MSW Carts)	\$ 1.02	\$ 1.02	Each (Some services require multiple carts)
Drive-Up	\$ 10.20	\$ 10.20	
Drive-Up EOW	\$ 5.10	\$ 5.10	
Single Sort Recycling-EOW	N/A	\$ 3.00	(\$3.50 on other than 10 Yr Contract)
Two Sort Recycling	\$ 1.50	N/A	Two Sort Recycling Option Goes Away
Organics	\$ 2.86	\$ 5.00	New-Blue Bag Organics
* Propose minimum service to be equal to 35 gal. Every Other Week (EOW) which is \$2.50			

Wayzata Recycling Contract

For Residential Recycling Services

WAYZATA RECYCLING CONTRACT.FINAL DRAFT.4.8-DD-120612.DOCX

Table of Contents

1. PREAMBLE.....	5
2. DEFINITIONS	5
2.1 Aluminum Cans	5
2.2 Contractor	5
2.3 Curbside	5
2.4 Single Sort Curbside Recycling Carts	5
2.5 Curbside Recycling Service.....	6
2.6 Fiber	6
2.7 Glass Jars and Bottles.....	6
2.8 Household Office Paper and Mail (HOPM)	6
2.9 Markets	6
2.10 Materials Recovery Facility (MRF)	6
2.11 Multi-Family Dwellings (MFD)	6
2.12 Non-Targeted Materials	6
2.13 Old Boxboard (OBB)	6
2.14 Old Corrugated Cardboard (OCC).....	7
2.15 Old Magazines (OMG)	7
2.16 Old Newspaper (ONP)	7
2.17 Plastic Bottles.....	7
2.18 Process Residuals	7
2.19 Processing	7
2.20 Processing Center.....	7
2.21 Recyclable Materials or Recyclables	7
2.22 Recycled Content Products	8
2.23 Steel cans.....	8
2.24 Waste.....	8
3. GENERAL REQUIREMENTS FOR RESIDENTIAL COLLECTIONS	8
3.1 Contractor Service Requirements	8
3.2 Contractor Licensing Requirements	8
3.3 Collection Vehicle Equipment Requirements.....	8
3.4 Personnel Requirements	9
3.5 Point of Collection.....	10
3.6 Recycling Containers.....	10
3.7 Collection.....	10
3.8 City Retains Right to Specify Resident Preparation Instructions	10

Wayzata Recycling Contract For Residential Recycling Services

3.9	Procedure for Unacceptable Recyclable Materials	10
3.9.1	Driver Education Tag	10
3.9.2	Recording Addresses with Unacceptable Materials	10
3.10	Collection Days	11
3.11	Collection Hours	11
3.12	Cleanup Responsibilities	11
3.13	Missed Collection Policy & Procedures	11
3.14	Non-Completion of Collection and Extension of Collection Hours	11
3.15	Severe Weather	12
3.16	Annual Recycling Calendar, Holidays	12
3.17	Weighing of Loads	12
3.18	Unauthorized Collection	12
3.19	Utilities	12
3.20	Damage to Property	13
3.21	Municipal Facilities	13
3.22	Reports and Meetings	14
3.22.1	Materials Reports	14
3.22.2	Monthly Customer Relations Report	14
3.22.3	Annual Performance Review Meeting	15
3.23	Publicity, Promotion, and Education	15
3.23.1	City Provided Public Education	15
3.23.2	Contractor Provided Public Education	15
4.	MATERIALS PROCESSING AND MARKETING	16
4.1	Processing Facilities Must Be Specified	16
4.2	Lack of Adequate Market Demand	16
4.3	Estimating Tonnage of Recyclables by City	17
4.4	Estimating Process Residuals	17
4.5	Performance Monitoring	17
4.6	End Market Certification	17
5.	PAYMENT AND DAMAGES	17
5.1	Compensation for Services	17
5.2	Liquidated Damages	18
6.	INSURANCE AND OTHER LEGAL REQUIREMENTS	20
6.1	Insurance	20
6.2	Worker's Compensation	20
6.3	Employee Working Conditions and Respondent's Safety Procedures	20
6.4	Equal Opportunity	21

Wayzata Recycling Contract For Residential Recycling Services

6.5	Compliance with Laws & Regulations	21
6.6	Governing Law	21
6.7	Waiver	21
6.8	Termination for Cause	21
6.9	Severability	22
6.10	Accounting Standards	22
6.11	Retention of Records	22
6.12	Data Practices	22
6.13	Inspection of Records and Disclosure	22
6.14	Independent Contractor	23
6.15	Transfer of Interest	23
6.16	Non-Assignability	23
6.17	Bankruptcy	23
6.18	Indemnification	23
6.19	Performance & Payment Bond	24
6.20	Conflict of Interest	24
6.21	Entire Contract	24
6.22	Contract Conditions	24
6.23	Survival	24
7.	TERM OF CONTRACT	25
7.1	Term of This Contract	25
7.2	Contract Extension	25
8.	PAYMENT TERMS	25
8.1	Per Household Collection Fee	25
8.2	Household Count	25
9.	CONTRACT AMENDMENTS	25
10.	SIGNATURES TO EXECUTE THIS CONTRACT	26
	EXHIBIT A	27
	EXHIBIT B	28

1. PREAMBLE

This Agreement (hereinafter the "Contract") is made effective this first day of January 2013, by and between the City of Wayzata, 600 Rice St. Wayzata, MN 55391 (hereinafter the "City") and Randy's Sanitation Inc, a Minnesota for-profit corporation, d/b/a Randy's Environmental Services, with its current local place of business at 4351 US HWY 12 SE., Delano, MN 55328 (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City supports a comprehensive residential recycling program and desires that high-quality recycling services be available to all its residents;

WHEREAS, the City supports curbside recycling as part of an overall landfill abatement program;

WHEREAS, the City intends to maximize the fullest recovery possible of recyclable materials from all residents in the City;

WHEREAS, the City intends to contract for a full service recycling program that provides the most cost-effective and best value recycling services possible to all City residents;

WHEREAS, Hennepin County has funding available for such residential recycling services; and

NOW, THEREFORE, the City and Contractor mutually agree as follows, in consideration of the mutual promises and covenants contained herein.

2. DEFINITIONS

2.1 Aluminum Cans

Disposable containers fabricated primarily of aluminum, commonly used for soda, beer, juice, water or other beverages.

2.2 Contractor

The City's recycling service Contractor under this contract, Randy's Sanitation Inc, a Minnesota for-profit corporation, d/b/a Randy's Environmental Services.

2.3 Curbside

The area of public right of way between the property line and the curb or edge of the street, but not on the street.

2.4 Single Sort Curbside Recycling Carts

Uniform curbside recycling (e.g., green plastic recycling cart) in which recyclable materials can be stored and later placed for curbside collection, as specified by the City. Also pertains to bins, boxes, bags or other containers used by residents to separate their recyclable materials.

2.5 Curbside Recycling Service

The recycling collection service, together with related public education and other customer services, specified within this RFP utilizing curbside recycling pickup.

2.6 Fiber

As part of a dual-stream collection program, fiber includes the following paper items: old newspapers including inserts (ONP); household office paper and mail; old boxboard (OBB); old corrugated cardboard (OCC); phone books, paper back books, and notebooks; brown paper bags; old magazines (OMG); catalogs, and similar items.

2.7 Glass Jars and Bottles

Unbroken glass jars, bottles, and containers (lids/caps and pumps removed) that are primarily used for packing and bottling of food and beverages.

2.8 Household Office Paper and Mail (HOPM)

Mail, advertisements, office paper, school papers, envelopes, etc.

2.9 Markets

Any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to: end-markets, intermediate processors, brokers and other recyclable material reclaimers.

2.10 Materials Recovery Facility (MRF)

A recycling facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

2.11 Multi-Family Dwellings (MFD)

As a general policy, multi-family dwellings (MFD) with eight (8) or less units per building shall receive recycling services under these City contracts. In general, condominiums / townhomes are considered part of the curbside service. All other multifamily dwellings and buildings (e.g., with more than eight units per building) are considered commercial property and garbage / recycling collection services are contracted and paid for directly by the building owners.

2.12 Non-Targeted Materials

Non-recyclable materials that are not included in the City's recycling program. Examples of typical non-targeted items include (but are not limited to): pumps on plastic bottles, ceramic material in glass streams, frozen pizza boxes in paper streams, etc.

2.13 Old Boxboard (OBB)

Boxes including cereal, cake, chip, and cracker boxes.

2.14 Old Corrugated Cardboard (OCC)

Cardboard material with double wall construction and corrugated separation between walls. Does not include plastic, wax or other coated cardboard.

2.15 Old Magazines (OMG)

Glossy and non-glossy magazines and catalogs.

2.16 Old Newspaper (ONP)

Newspapers including inserts.

2.17 Plastic Bottles

Plastic bottles shaped with a neck. Plastic lids, caps, rings and pumps are **not** included. Recyclable plastic bottles shall be identified on the bottom with the Society of the Plastics Industry (SPI) plastic codes #1 (PET) and #2 (KDPE) including bottles containing: liquor, milk, juice, soft drinks, water, certain foods, soap and cosmetics.

2.18 Process Residuals

The normal amount of material that cannot be economically recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as mixed municipal solid waste. Process residuals include subcategories of process residuals including but not limited to bulky items, contaminants, sorted tailings, floor sweepings and rejects from specific processing equipment (e.g., materials cleaned from screens, etc). Process residuals does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities but are of relatively low-value because of depressed market demand conditions.

2.19 Processing

The sorting, volume reduction, baling, containment or other preparation of recyclable materials delivered to the processing center for transportation or marketing purposes.

2.20 Processing Center

A recycling facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

2.21 Recyclable Materials or Recyclables

The following recyclable materials as defined herein this Contract: aluminum cans; steel cans; glass jars and bottles; plastic bottles with a neck; newspapers; magazines; boxboard; phone books; paper back books; notebooks; household office paper and mail; and corrugated cardboard. Materials may be added to this list as part of the proposal or by mutual written agreement between the City and the Contractor.

2.22 Recycled Content Products

Products or goods, including roadbed or other aggregate products that are openly marketed and have positive value. Recycled content products do not include use of any commodity as landfill cover.

2.23 Steel cans

Disposable containers fabricated primarily of steel or tin used for food or beverages.

2.24 Waste

Any delivered recyclable material that is deemed by the processor to be unable to be marketed into recycled content products. Typical "waste" in this context includes pumps on plastic bottles, ceramic material in glass streams, frozen pizza boxes in paper stream, etc. Waste does not include products that are normally processed and prepared for shipment to markets as commodities but are of relatively low-value because of depressed market demand conditions.

3. GENERAL REQUIREMENTS FOR RESIDENTIAL COLLECTIONS

3.1 Contractor Service Requirements

The Contractor agrees to provide residential recycling services to all single-family households and certain multi-family dwellings (MED) in selected City as defined in Section (2.11) and selected municipal facilities as defined in on attached Exhibit A.

3.2 Contractor Licensing Requirements

Haulers of recyclable materials must have a license issued by the City as governed by applicable City Codes as well as any other required governmental permit/licenses..

3.3 Collection Vehicle Equipment Requirements

All collection vehicles used in performance of the contract shall be duly licensed and inspected by the State of Minnesota and any other required inspection agency and shall operate within the weight allowed by Minnesota Statutes or other applicable statutes, regulations and/or laws. Per the City's Code (Sec. 11-35), "in the case of recycling, appropriate container vehicles shall be used that are in proper working condition and that prevent loss in transit of liquid or solid cargo. All vehicles shall be kept clean and as free from offensive odors as possible."

Each collection vehicle shall be equipped with the following:

- a. Two-way communications device.
- b. First aid kit.
- c. An approved 2A10BC Dry Chemical Fire Extinguisher.
- d. Warning flashers.

e. Warning alarms to indicate movement in reverse.

f. A broom and shovel for cleaning up spills.

All of the required equipment must be in proper working order. All vehicles must be maintained in proper working order and be as clean and free from odors as possible. All vehicles must be clearly identified on both sides with Contractor's name and telephone number.

3.4 Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this RFP. The Contractor will provide a Route Supervisor to oversee the recycling route drivers servicing the City. The Route Supervisor will be available to address customer complaints each day. The Contractor shall have on duty Monday through Friday from 7:00 a.m. to 5:00 p.m. a dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24-hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

Contractor's personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

- a) Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b) Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
- c) Be clean and presentable in appearance, as so far as possible.
- d) Wear a uniform and employee identification badge or name tag.
- e) Drive in a safe and considerate manner.
- f) Manage containers in a careful manner, by picking them up, emptying their contents into the collection vehicle, and placing not throwing or sliding the container back in its curbside location so as to avoid spillage and littering or damage to the container.
- g) Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- h) Avoid damage to property.
- i) Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.
- j) Be in possession of a valid MN, CDL

3.5 Point of Collection

Except for the municipal facilities and selected multifamily dwellings, all recyclable material collection service will occur at the curbside (i.e., no alley collections of residential recyclable materials are allowed for residents with curbside collection service).

3.6 Recycling Containers

Single Sort Collection

The Contractor shall provide replacement curbside recycling carts to residents without charge. The City may elect to "sell" their inventory of curbside recycling carts to the successful Contractor at a price to be negotiated as part of final contract negotiations.

3.7 Collection

Single Sort Collection

Items shall be placed in curbside recycling cart.
Containers shall be placed at the curbside, by 7:00 a.m. on the designated collection day.
All residents shall receive curbside recycling service collected once **every other week**

3.8 City Retains Right to Specify Resident Preparation Instructions

The Contractor shall agree that it is the City's sole right to clearly specify the resident sorting and setout requirements. Such information shall be included in the City's annual public education flyers and web pages as well as any public education pieces distributed by the Contractor(s) as detailed in Section 3.23.2

3.9 Procedure for Unacceptable Recyclable Materials

If Contractor determines that a resident has set out unacceptable or non-targeted recyclable materials, the driver shall use the following procedures:

3.9.1 Driver Education Tag

Contractor shall leave the non-targeted materials in the resident's curbside recycling bin and leave a city approved "education tag" indicating acceptable materials and the proper method of preparation with Randy's Environmental Services number on the "education tag."

3.9.2 Recording Addresses with Unacceptable Materials

The driver shall record the address on forms acceptable to the City. Contractor shall report the address to the individual City contacts at the end of each collection week.

If this procedure for handling non-targeted materials is not feasible for single-stream collection systems, the Contractor must so specify and explain alternative public education system to maintain and improve quality of recyclable materials set out by residents. The alternative public education system must be reasonably satisfactory to the City.

3.10 Collection Days

The Contractor shall collect recyclables on every other Monday except on specified holidays. Collections shall then occur on the next day.

3.11 Collection Hours

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations commence no earlier than 7:00 a.m. and are completed by 6:00 p.m. on the scheduled collection day unless directed otherwise in writing by the City.

3.12 Cleanup Responsibilities

Contractor shall adequately clean up any materials spilled or blown during the course of collection and/or hauling operations. As stated in Sec. 3.3 of this Contract, all collection vehicles shall be equipped with a broom and shovel for use in cleaning up any spills. Any unacceptable materials left behind should be secured within resident's recycling container, if provided. The Contractor's driver shall take all precautions possible to prevent littering of unacceptable recyclable materials. Contractor shall have no responsibility to remove any items that are not recyclable materials.

3.13 Missed Collection Policy & Procedures

In the City's public education information, residents will be directed to call the Contractor for missed collections and other service issues. The Contractor shall designate a designated staff person as an account representative(s) for the City. A direct phone number (e.g., cellular phone, etc.) shall be provided for City staff to use for purposes of communicating immediate service needs. The Contractor shall also designate a back-up contact person, including a corresponding second, direct phone number. These Contractor phone numbers will not be published in public education literature, but rather used by City administrative staff

The Contractor shall have a duty to pick up missed collections. Contractor agrees to pick up all missed collections on the same day that the Contractor receives notice of a missed collection, provided notice is received by Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, Contractor agrees to pick up that missed collection before 6:00 p.m. on the business day immediately following.

Contractor shall provide staffing of a telephone-equipped office to receive missed collection complaints between the hours of 7:00 a.m. and 5:00 p.m. on weekdays, except holidays. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. Contractor shall keep a log of all calls, including the subject matter, the date and time received, the Contractor's response, and the date and time of response. This information shall be provided to the City in a monthly report.

3.14 Non-Completion of Collection and Extension of Collection Hours

If Contractor determines that the collection of recyclable materials will not be completed by 6:00 p.m. on the scheduled collection day, Contractor shall notify the City contact person by 3:00 p.m., and request an extension of the collection hours. Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion.

3.15 Severe Weather

Recycling collections may be postponed due to severe weather at the sole discretion of the Contractor. Upon postponement, collection will be made on a day agreed upon between the Contractor and the City.

3.16 Annual Recycling Calendar, Holidays

The City shall publish the yearly calendars including alternate collection days, with assistance from the Contractor. Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the City and Contractor. In no instance will there be more than one holiday during a collection week. When the scheduled collection day falls on a holiday, collection for that day will be collected one day later.

3.17 Weighing of Loads

Contractor will keep accurate records consisting of an approved weight slip or electronic equivalent with the date, time, collection route, driver's identification, vehicle number, tare weight, gross weight, net weight, and number of recycling stops for each loaded vehicle. Collection vehicles will be weighed quarterly or semi-annually to obtain a tare weight. Paper or electronic versions of each weight ticket shall be maintained on file by the contractor for at least three years in the event of an audit by the City.

3.18 Unauthorized Collection

Only a licensed recycling hauler under contract with the City or with the property owner shall collect, remove, or dispose of recyclables after they have been set out for collection. The City's recycling Contractor's employees may not collect or scavenge through recycling in any manner that interferes with the contracted recycling services.

The Contractor shall report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.

3.19 Utilities

The Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations the Contractor shall repair or replace same, or failing to do so promptly, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from payment to be made to the Contractor.

3.20 Damage to Property

The Contractor shall take all necessary precautions to protect public and private property. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or recycling bins, which are damaged by the Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent value at the time of the damage.

If the Contractor fails to address the repair or replacement damaged property within forty-eight (48), the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably incurred expenses. The Contractor shall reimburse the City for any such expenses within ten (10) days of receipt of the City's invoice.

3.21 Municipal Facilities

The Contractor will provide free recycling single sort cart service, at least every week at each City municipal building as follows:

Municipal Buildings to Receive Recycling Service

City	Buildings	Addresses	Containers
Wayzata	City Hall, Police Department,	600 Rice Street East	2 x 65—gal carts
	Volunteer Fire Department,		
	Motor Vehicle Office		
	Public Works	299 W. Wayzata Blvd.	2 x 65—gal carts
	Wayzata Wine & Spirits	747 Mill St E	2 x 65—gal carts»
	(Municipal Liquor Store)		

In general, the Contractor will provide carts (wheeled carts with lids, with approximately 65-gallons capacity) or other mutually agreed upon containers to facilitate that service. The carts shall be labeled by the Contractor with appropriate stickers to identify the acceptable recyclable commodities.

3.22 Reports and Meetings

3.22.1 Materials Reports

The Contractor will report in writing, on a monthly and yearly basis, the following information regarding the City recyclable materials quantities (in tons):

- Number of curbside recycling "stops" (i.e., number of households with recyclables set out at the curb) per collection (i.e., weekly or bi-weekly stop count) - yearly
- Gross amounts of materials collected, by recyclable material- monthly
- Net amounts of materials marketed, by recyclable material- monthly
- Amounts stored, by recyclable material, with any notes as to unusual conditions- monthly
- Amounts of process residuals disposed- monthly
- Composition of process residuals disposed- monthly

Monthly reports shall be due to the City by the 15th day of each month for material collected by the Contractor during the preceding calendar month. Annual reports to the City shall be due by the last day of January for materials received by the Contractor during the preceding calendar year. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's recycling programs (e.g., public education, reduction of non-targeted materials, etc.).

3.22.2 Monthly Customer Relations Report

Each month the Contractor shall provide the City with the following written reports:

- A list of all customer complaints; including a description of how each complaint was resolved.
- A list of all addresses where education tags were left for residents and why the tags were left.
- A list of all missed pick ups report to the Contractor.

The monthly written reports shall be sent by mail, fax or e-mail to the City contact persons.

3.22.3 Annual Performance Review Meeting

Upon receipt of the Contractor's annual report, the City may schedule an annual meeting with the Contractor.

- The objectives of this annual meeting will include (but not be limited to):
- Review Contractor's annual report, including trends in recovery rate and participation
- Efforts the Contractor has made to expand recyclable markets.
- Review Contractor's performance based on feedback from residents to City staff
- Review Contractor's recommendations for improvement in the City's recycling programs, including enhanced public education and other opportunities.
- Review staff recommendations for improving Contractor's service.
- Discuss other opportunities for improvement with the remaining years under the current contract.

3.23 Publicity, Promotion, and Education

3.23.1 City-Provided Public Education

The City shall prepare and distribute recycling information to residents each year. For example, the City may produce brochures with the annual calendar of recycling collection dates, include articles in their municipal newsletters, and/or include recycling instructions on their web sites.

3.23.2 Contractor Provided Public Education

The Contractor shall conduct its own promotions and public education to increase participation and improve compliance with City-specified resident preparation instructions. At a minimum, this shall include distribution of City-pre-approved resident education tags to be left by curbside collection crews if any non-targeted material is rejected and left at the curb. The Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) month before printing and distribution of any such literature.

The Contractor shall distribute its own public education information. The City's contact persons must first approve the educational materials in writing before distribution.

Contractors are encouraged to work with the City in developing innovative financial incentives that will help residents, businesses and institutions increase their recyclables and decrease their mixed solid waste. Additional effort will be made by the contractor to educate residents regarding the transition to new programs covered in this contract.

4. MATERIALS PROCESSING AND MARKETING

4.1 Processing Facilities Must Be Specified

It is intended that all recyclable materials collected by the Contractor will go to recycling markets to be manufactured into recycled content products.

The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for material collected

The Contractor's proposal specified the location of its recyclable materials processing facility or a subcontractor's facility where material collected from the City will be delivered and/or processed.

The Contractor shall provide written notice to the City at least 60 days in advance of any substantial change in these or subsequent plans for receiving and processing recyclable materials collected from the City. Any proposed change shall be reasonably satisfactory to the City.

Upon collection, the Contractor shall deliver the designated recyclable materials to a recyclable material processing center, an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclable materials in a mixed municipal solid waste disposal facility.

Contractor shall assure that all recyclable materials collected in the City are not landfilled, composted or incinerated except for process residuals as defined in 2.18 of this Contract. The Contractor shall dispose of no more than 7% of material (by weight) as process residuals as part of recyclable materials processing operations. No recyclable materials will be landfilled, composted or incinerated by the Contractor without written authorization from the City and the Minnesota Pollution Control Agency / Office of Environmental Assistance.

4.2 Lack of Adequate Market Demand

In the event that the market for a particular recyclable material ceases to exist, or becomes economically depressed that it becomes economically unfeasible to continue collection, processing and marketing of that particular material, the Contractor shall give written notice to the City. The notice shall include information demonstrating the effort the Contractor has made to find market sources, and the financial information justifying the conclusion that the market is economically unfeasible. At such conclusion, the City and the Contractor will both agree in writing that it is no longer appropriate to collect such item before collection ceases.

Contractor shall pay the costs of all disposal of any item collected that is deemed not recyclable by Contractor and the City due to lack of adequate market demand. The City and Contractor shall specify a date in the said written agreement to cease collection of the recyclable material in question. Contractor shall at all times be under a duty to minimize recyclable materials ending up in landfill or incineration. If such disposal becomes necessary, Contractor shall dispose of the materials at a facility specified in writing by the City or an alternative agreed upon by the City and the Contractor. The Contractor shall be responsible for providing an education tag notifying residents that the identified material is no longer to be collected as a recyclable material.

4.3 Estimating Tonnage of Recyclables by City

Contractors are not required to scale each City's load separately. Therefore, it is recognized that the Contractor will use some means of calculating estimated tonnage amounts allocated to each City (e.g., using standard rates per household served or per recycling set-out). The Contractor shall provide clear descriptions of the means used to calculate recycling tonnage by City. Assumed rates and calculation methods shall be included in the proposal.

4.4 Estimating Process Residuals

The Contractor shall provide the City a written description of the means to estimate process residuals, as defined in 2.18, derived from the City's recyclable materials. This written description shall be reviewed and approved in writing by the City. This written description shall be updated by the Contractor immediately after any significant changes to the processing facilities used by the Contractor and provided to the City.

4.5 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this REP and in the contract. Substandard performance as determined by the City will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within 60 days after being notified by the City, the City may initiate the contract termination procedures set forth in Section 6.8.

4.6 End Market Certification

The Contractor shall provide written certification to the City that all recyclable commodities identified will continuously be recycled and not disposed. Upon request, the Contractor shall provide the City with adequate documentation that all recyclable commodities have been recycled.

5. PAYMENT AND DAMAGES

5.1 Compensation for Services

The City agrees to pay the Contractor for recycling collection services provided to the City as set forth on attached Exhibit B, which is hereby made part of this contract, based on the number of household units certified by the City. By November 1st of each year the City will review the number of certified units and notify Contractor of any changes.

Contractor shall submit itemized bills for recycling collection services provided to the City on a monthly basis. Bills submitted shall be paid in the same manner as other bills submitted to the City.

The Contractor shall submit the monthly documentation and reports as detailed in Section 3.22 with the monthly bill. Payment to the Contractor will not be released unless the required paperwork is included in the monthly bill or submitted separately according to the deadlines as specified in Section 4.22.

5.2 Liquidated Damages

The Contractor agrees, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations.

It is understood by both parties that the City shall only withhold such liquidated damages as a last resort to resolve a repeated problem with the Contractor's service. As soon as it learns of a service problem, the City shall communicate both verbally via telephone and in writing. This communication shall itemize the known data about the problem and a proposed resolution.

Notwithstanding the above communication procedures, the following acts or omissions shall be considered a breach of the contract:

- a) Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner \$50 per incident.
- b) Failure to collect properly notified missed collections (as per Section 3.13) \$250 per incident.
- c) Failure to provide monthly and annual reports (as per Section 3.22 of this contract) \$100 per incident.
- d) Failure to complete the collections within the specified timeframes (as per Sections 3.11 and 3.14 of this contract) -\$100 per incident
- e) Failure to clean up from spills during collection operations (as per Section 3.12 of this contract) \$250 per incident
- f) Failure to report on changes in location of recyclable materials processing operations (as per Section 4.1 of this contract) \$250 per incident.
- g) Exceeding the maximum process reject rate (as per Section 4.1 of this contract) \$1,000 per exceedence (defined as a percentage of total weight).
- h) Failure to receive a City's written approval of changes to the recycling collection and processing systems prior to implementing any such change (as per Section 4.2 of this contract) \$5,000.
- i) Failure to conduct annual composition analysis or agreed upon alternative (as specified in Section 4.4 of this contract) \$5,000 per incident.
- j) Failure to provide written description of the means to estimate relative amount of process residuals derived from the City's recyclable materials (as per Section 4.4 of this contract) \$100 per incident.

Wayzata Recycling Contract For Residential Recycling Services

k) Failure to attend annual review meetings (as specified in Section 3.22.3) \$500 per incident.

The Contractor shall be liable for liquidated damages amount(s) upon determination of the City that performance has occurred that is not consistent with the provisions of this contract. The City shall notify Contractor in writing or electronically of each act or omission discovered by the City. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity.

Exceptions: For the purposes of this Contract, the Contractor shall not be deemed to be liable for penalties where its inability to perform recycling collection service is the result of conditions beyond the control of the Contractor, including but not limited to civil disorder, acts of God, inclement weather severe enough that trucks cannot safely take collections, provided however, that the Contractor shall obtain the approval for the delay from the City's contact persons or their designee prior to 4:00 p.m. of the scheduled collection day.

6. INSURANCE AND OTHER LEGAL REQUIREMENTS

6.1 Insurance

The Contractor shall purchase from and maintain in a company or companies acceptable to the City, such insurance as will protect the Contractor and the City from claims which may arise from the Contractor's performance of the contract and for which the Contractor may be legally liable. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract. The insurance coverage described in this Section shall name the City as an additional insured, which coverage shall be primary for the City, and shall contain an agreement that the insurance policy or policies shall not be cancelled or modified except after 30 days written notice to the City, and be reasonably satisfactory to the City in all respects.

The Contractor must obtain the following insurance coverage with these minimum levels of coverage:

1. Commercial General Liability Insurance that covers liability arising from the Contractor's performance of the Contract, including claims for damages because of bodily injury, sickness, disease or death, and because of property damage, including loss of use, and because of personal injury, advertising injury and contractually assumed liability:

\$500,000	each/person
\$1,000,000	each/occurrence

2. Property Damage:

\$500,000	each/person
\$1,000,000	each/occurrence

3. Commercial Motor Vehicle Insurance that covers claims for damages because of bodily injury and property damage arising out of ownership, maintenance of use of a motor vehicle:

\$1,000,000	aggregate
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4. Umbrella Liability Coverage

\$2,000,000	aggregate
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6.2 Worker's Compensation

The Contractor shall provide evidence of Workers Compensation insurance covering all employees of the Contractor and subcontractors engaged in the performance of the contract, in accordance with the Minnesota Workers Compensation Law.

6.3 Employee Working Conditions and Respondent's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local laws and regulations. The City reserve the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

6.4 Equal Opportunity

During the performance of the executed contract, the Contractor, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor Regulations 41CFR, Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

In the event of noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, in addition to other remedies as provided by law.

6.5 Compliance with Laws & Regulations

In providing services hereunder and in the executed contract, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to the provision of services to be provided hereunder. Any violation shall constitute a material breach of the executed contract.

6.6 Governing Law

The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

6.7 Waiver

Any waiver by either party of a breach of any provisions of the executed contract shall not affect, in any respect, the validity of the remainder of the executed contract.

6.8 Termination for Cause

The City may cancel the contract if the Contractor fails to fulfill its obligations under the contract in a proper and timely manner, or otherwise violates the terms of the contract if the default has not been cured after 60 days written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor as specified in this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

6.9 Severability

The provisions of the executed contract are severable. If any portion hereof and in the executed contract is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the same contract.

6.10 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

6.11 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property.

6.12 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to the contract. The City agree to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, their officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

6.13 Inspection of Records and Disclosure

All Contractor records with respect to any matters as specified in it's RFP and the subsequent contract agreements shall be made available to the City or their duly authorized agents at any time during normal business hours, as often as the City deem necessary to audit, examine and make excerpts or transcripts of all relevant data.

Any reports, information, data, etc. given to, prepared, or assembled by the Contractor under a future contract shall not be made available by the Contractor to any other person or party without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, photographs, and reports prepared by the Contractor shall become the property of the City upon termination of the City's contracts with the Contractor.

6.14 Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

6.15 Transfer of Interest

The Contractor shall not assign any interest in the contract, and shall not transfer any interest in the contract either by assignment or novation, without the prior written approval of the City in its sole discretion. The Contractor shall not subcontract any services under this contract without prior written approval of the City in its sole discretion. Failure to obtain such written approval by the City prior to any such assignment or subcontract shall be grounds for immediate contract termination.

6.16 Non-Assignability

The parties hereby agree that Contractor shall have no right to assign or transfer its rights and obligations without written approval from the City in its sole discretion.

6.17 Bankruptcy

In the event the Contractor, its successors or assigns files for Bankruptcy as provided by federal law, the recycling service agreement shall be immediately deemed null and void relieving all parties of their contract rights and obligations.

6.18 Indemnification

The Contractor agrees to defend, indemnify and hold harmless the City, their officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

6.19 Performance & Payment Bond

Contractor shall execute and deliver to the City a Performance and Payment Bond with the corporate surety in the sum of \$65,000 or equal ("*equal*" may include a Letter of Credit from a banking institution approved by the City). The contract shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City's Attorney.

The executed contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond shall be for the life of the executed contract. Extensions or renewals shall require the execution and delivery of a performance bond in the above amount to cover the period of extension or renewal.

6.20 Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed contract or the proceeds thereof. Violation of this provision shall cause the executed contract to be null and void and the Contractor will forfeit any payments to be made under the executed contract.

6.21 Entire Contract

This contract supersedes all verbal agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

6.22 Contract Conditions

The Bond and Certificate of Insurance shall be provided when this contract is executed.

The Contractor shall review and return signed copies of the contract within 30 days of receipt of the contract.

6.23 Survival

The terms of this Contract that by their nature would continue beyond termination of this Contract shall survive such termination.

7. TERM OF CONTRACT

7.1 Term of This Contract

The term of this Contract will be a period of Ten (10) years, commencing on January 1, 2013. Either party may cancel this Contract at any time, with or without cause or if price increase described herein cannot be negotiated, upon one hundred eighty (180) days prior written notice to the other party. In such event of termination, Contractor's shall be entitled to payment of those services furnished up to the termination date.

7.2 Contract Extension

The City may elect to extend the term of this Contract by notifying the Contractor, in writing, no less than six (6) months prior to the termination date of this contract.

8. PAYMENT TERMS

The Contractor will invoice the City on a monthly basis as provided in section 5.1. The billing system will include the following elements:

8.1 Per Household Collection Fee

A charge for collection services calculated by multiplying the agreed upon residential household units to be serviced in that month by the per household collection fee of \$3.00/(10 year contract) per household per month. Every other year increase in the contract price will occur on changes in the CPI index with the first such increase to take place January 2014. Contractor will supply recycling carts for residential curbside collection, to the specifications and approval of the City, at no additional cost to the City.

8.2 Household Count

The curbside recycling household count for the City is **1,268** as of December, 2012. This household count shall be used for purposes of the Contractor's monthly invoice through 2013. The City shall notify the Contractor of any changes to this household count for subsequent calendar years by October 1 of each year.

9. CONTRACT AMENDMENTS

Any amendments to this Contract shall be valid only when reduced to writing, and duly signed by the parties. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement. A facsimile or electronic copy of the signature page shall constitute an original for all purposes.

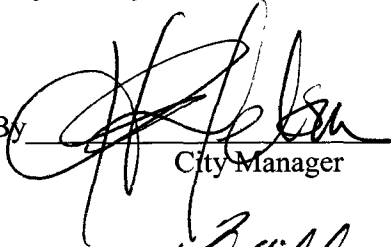
10: SIGNATURES TO EXECUTE THIS CONTRACT

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first written.

The Contractor:

By 
Randy's Environmental Services

City of Wayzata:

By 
City Manager

By 
Mayor

EXHIBIT A

City Buildings Description:

City Hall Complex, including City Hall, Motor Vehicle, Fire, Police and Library at 600 Rice Street.

Wayzata Municipal Liquor Store, 747 Mill St E

Wayzata Public Works, 299 Wayzata Blvd. West

EXHIBIT B

Rate Terms

\$5.00 per household per month for weekly blue bag organic program for a period of ten (10) years.

Rates are subject to Consumer Price increase every other year beginning January 1, 2014. The Contractor will, at no charge to the City or residents, provide secure document shredding for City offices, provide 65 (optional 35 or 95 gallon) recycling replacement carts for curbside recycling for the length of the contract. Contractor will provide blue bags **annually** to all participating residents at no cost to residents or the City.



December, 2012

Resident Name

Address

City St Zip

Dear Wayzata Resident:

Solid waste and recycling services provided to your household by Randy's Environmental Services will change beginning next month. These changes will improve convenience for you and your family.

Family owned and operated for more than 30 years, Randy's Environmental Services has worked hard to consistently deliver good value and great customer service to you and to other households in Wayzata over the past years. Officials in Wayzata have endorsed our efforts and awarded Randy's a contract to continue collecting solid waste and recyclables which include organics for all city residents.

More Green for the Environment

You may not have noticed our new trucks rolling through your neighborhood. Listen for them. They are 85 percent quieter and generate 90 percent fewer emissions than ordinary diesel garbage trucks. That's because we've invested in trucks that run on compressed natural gas (CNG), an EPA-approved alternative fuel. By next year, we'll have at least 80 CNG-fueled trucks operating in the Twin Cities.

More Convenient Recycling

The primary service changes will pertain to recycling. You won't have to sort and separate paper and cardboard from bottles and cans or plastics any longer and your recycling will be collected every other week. We have enclosed a calendar for your reference to follow the every other week collection schedule for your household.

Beginning in January, we'll sort recyclables for you. This means you can place all your usual recyclables together into one 65-gallon recyclables cart. And you can add to that mix two new groups of recyclables:

- Milk, juice and soup cartons (plastic spout removed)
- Plastic containers — #1 through #7

Your new brown recyclables cart with a tan lid will be delivered the week of January 7, 2013. Please see the enclosed calendar to determine your every other week collection. Please start using the recycle cart right away. Feel free to take the sturdy plastic bin you had been using for recyclables and reuse it for garage or basement storage, the bin should not be used any longer for recycling collection.

More Convenient Curbside Composting

Organics recycling in Wayzata will change, too. The separate organics waste cart and pick-up are going away, and one less truck will be traveling on your street. Our new Blue Bag Organics™ Curbside Composting System will begin in the middle of January, using the same truck we use to pick up your regular household trash.

The Blue Bag Organics Curbside Composting System is an amazingly easy way to recycle kitchen scraps, discarded leftovers, spoiled produce and even pizza boxes. In less than two months, this organics waste will be converted into soil-enriching compost that will be sold at local garden centers. When you indicate your willingness to participate we will deliver to you:

- a 32-gallon Blue Bag Organics can and lid
- sixty 32-gallon Blue Bag Organics compostable can liners per year
- a ventilated kitchen compost bucket
- a coupon for a complimentary bag of Blue Bag Premium Compost will follow later in the season

On trash day, hand tie the Blue Bag Organics can liner containing your household's food waste and place it inside your regular refuse cart. We'll separate all Blue Bag Organics from other trash at our facility, and off they'll go to a composting facility.

With organics waste accounting for up to 50 percent of household trash, our Blue Bag Organics system takes household recycling to the next level, while removing one more truck from your street. But to enjoy the benefits of Blue Bag Organics, you must sign up. Please call (763)972-3335 or e-mail custserv@randyssanitation.com and say "Please sign me up for Blue Bag Organics." by January 4th to have the items delivered on January 7th. If you miss this first delivery date, no problem, you may call to add the Blue Bag Organics service at any time. Check out the enclosed brochure. Or visit bluebagorganics.com.

Whether or not you become a Blue Bag Organics household — and we hope you do — we're scheduled to come by on Monday January 7, 2013 to remove the brown organics waste cart you have been using, along with its organics waste contents. Randy's understands, we may not be able to collect all the previously used Organics carts that one Monday, we will be by again with our removal van on Monday January 14th to pick up any left behind the previous week.

If you decide you have no use for the old recyclable bin, Randy's will be happy to recycle it for you. Call our service center and arrange for the removal of the old bin.

Call Us to Continue Curbside Composting

Randy's looks forward to continuing to provide quality, customer-centered refuse hauling services to you and your household. And we hope your commitment to curbside composting is a lasting one. Please call 763-972-3335 or e-mail custserv@randyssanitation.com and we'll send you everything your household needs to begin our new Blue Bag Organics service.

We also can answer any other questions you may have.

We're here to serve you. Thank you.



Trash

Recycling

1592

12310847



This Organics Cart will be picked up by Randy's in early January.



If you have no use for this old recyclable bin, Randy's will be happy to recycle it for you.

Randy's
763-972-3335
Recycling

Containers
Used in
Current
Program

Containers
Used in
New
Program
in 2013

Solid waste and recycling services provided to your household by Randy's Environmental Services will change beginning in January. These changes will improve convenience for you and your family.

Single-Sort Recycling

Benefits to You

- Save time with single-sort recycling -- just separate recyclables from your trash and toss all recyclables into one cart. No paper bags required.
- Feel good about helping your community and putting trash to good use.
- Save space in your garbages. You can now recycle milk, juice and soup cartons (plastic spout removed) and plastic containers #1 through #7.
- The 65-gallon recyclables cart reduces litter and contamination because of its tightly sealing lid.

Benefits to the Economy

- Recycling collection and recycled products manufacturing in Minnesota provide 53,000 jobs and \$6.4 billion gross economic activity annually.

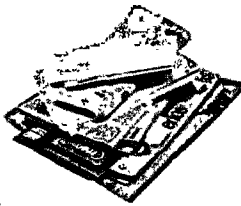
Benefits to the Environment

- Recycling is one of the easiest ways to protect the environment.
- Recycling saves energy and reduces greenhouse emissions.
- Recycling conserves vital natural resources, such as trees and water, and decreases raw materials used.
- More recycling means less trash delivered to trash-to-energy facilities or trucked to out-of-state landfills.

Separate these items from your trash and place them in your new recycling cart. No sorting or paper bags required.

Paper

- Mail, office and school papers
- Envelopes
- Magazines, catalogs, newspapers and inserts



Boxes

- Cardboard
- Cereal and cracker boxes
- Boxboard, i.e. shoe boxes, gift boxes, toiletry boxes

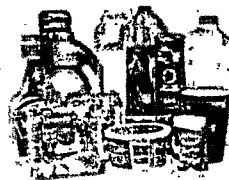
Cartons

- Milk cartons
- Juice boxes
- Soup, broth and wine cartons



Plastics

All plastic bottles, jugs and containers numbered 1 through 7.



Bottles and Jugs

- Water, soda and juice bottles
- Milk and juice jugs
- Ketchup and salad dressing bottles
- Dishwashing liquid bottles and detergent jugs
- Shampoo, soap and lotion bottles

Cups and Containers

- Yogurt, pudding and fruit cups
- Disposable cups and bowls
- Margarine, cottage cheese and other containers

Metal

- Food and beverage cans
- Aluminum foil



Glass

- Bottles and jars (all colors)



Not accepted:

Plastic bags, egg cartons, Styrofoam, pizza boxes, window glass, toys, dishes, plastic hangers, motor oil jugs, car parts, flower pots

**TWO MONTHS AFTER
NOURISHING YOU**

..... to

**NOURISHING
LOCAL LAWNS
AND GARDENS**

It takes only two months to take food waste like an apple core, corn husks or salad scraps and convert it to nutrient-rich compost to help grow more apples. Or corn. Or lettuce.

And Blue Bag® Organics Curbside Composting makes food waste recycling easy for you and your household.

The secret to our Blue Bag Organics Curbside Composting system is the special Blue Bag Organics liner. It's made from corn syrup and polymers. These renewable ingredients make Blue Bag Organics bags durable. They can withstand sunlight, rain and snow. And they can stretch to resist most tears and punctures.

But when they are buried at an industrial composting facility, Blue Bag Organics bags and their contents disintegrate in less than 60 days, turning into nutrient-rich Blue Bag Premium Compost that is sold at your local garden center.

Hungry for more information?
Visit bluebagorganics.com.



Printed on recycled paper.

**FOOD WASTE
RECYCLING**

..... at

HOME

*Your Guide
to Blue Bag™ Organics
Curbside Composting*



SOURCE SEPARATED ORGANICS
BlueBagOrganics.com

**FOOD WASTE
RECYCLING**

..... is as

EASY

as



Blue Bag® Organics Curbside Composting is an amazingly easy and affordable way to recycle kitchen scraps, discarded leftovers, spoiled produce and pizza boxes. This organics waste will be converted into nutrient-rich compost to fortify lawns, flower beds, and backyard and community gardens.

Randy's Environmental Services will pick up your Blue Bag Organics each week using the same truck we use to take away your regular household trash. There's no need for a separate food waste pickup. That means one less truck will be traveling on your street.

To become a Blue Bag Organics household, contact Randy's Environmental Services at 763-972-3335. We will provide everything you need to begin food waste recycling at home, including:

- A 32-gallon Blue Bag Organics can and lid
- Sixty 32-gallon Blue Bag Organics compostable can liners per year
- A ventilated kitchen compost bucket
- A coupon for a complimentary bag of Blue Bag Premium Compost

GOOD STUFF

for Blue Bag Organics Recycling

Food waste and food-soiled paper are called organic waste. It includes:

- Spoiled leftovers
- Meat and meat bones
- Poultry and poultry bones
- Fish and fish bones
- Vegetable scraps
- Fruit scraps
- Egg and nut shells
- Fruit stones
- Coffee grounds and filters
- Tea leaves and tea bags (staples removed)
- Butter and margarine wrappers
- Dairy products
- Paper cups and plates
- Paper towels and napkins
- Waxed paper and parchment paper
- Wax-coated paperboard packaging and containers
- Refrigerated foods
- Frozen foods
- Takeout and to-go containers
- Pizza boxes

KEEP OUT

of Blue Bag Organics Recycling

These items should not go into your kitchen compost bucket or Blue Bag Organics liner. They do not compost.

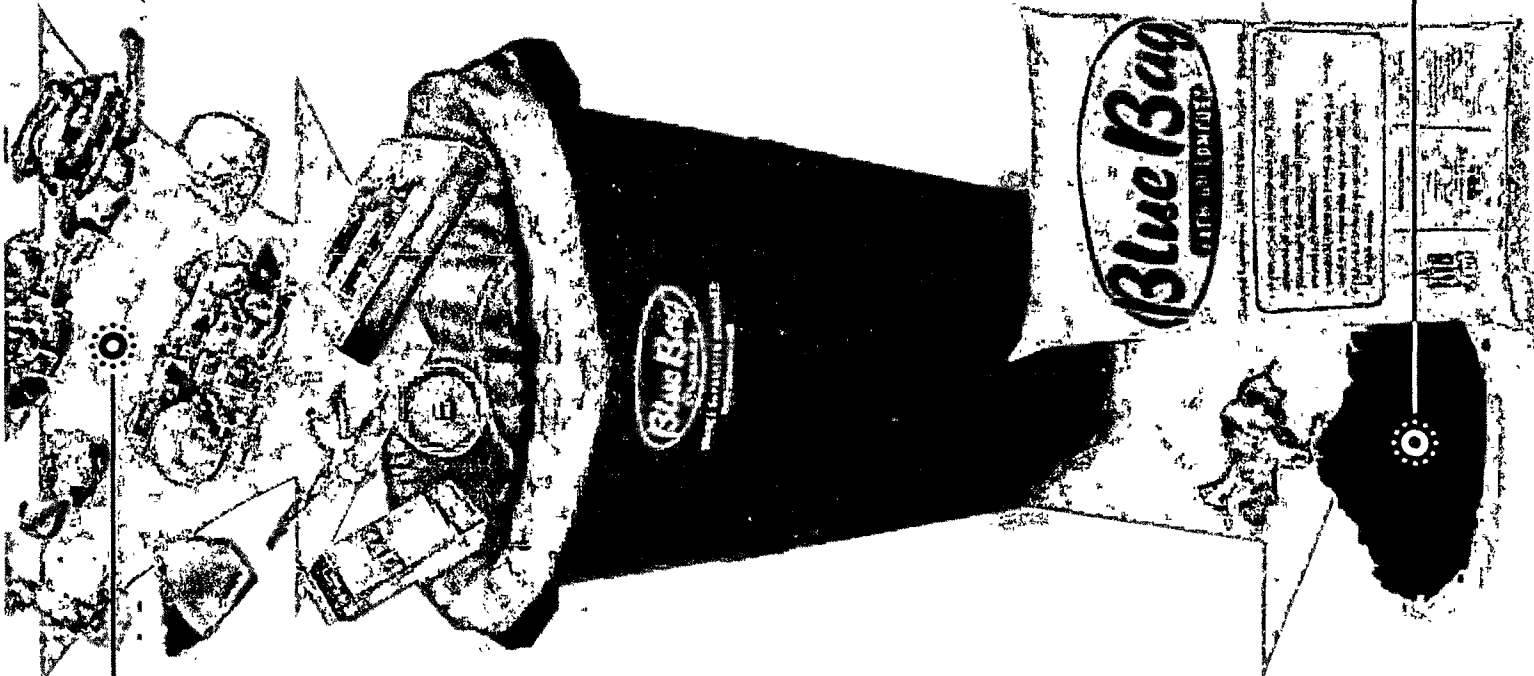
- Twist ties
- Aluminum foil
- Foil-lined cartons, containers or packaging
- Cooking oils, fats or grease
- Staples
- Plastics
- Styrofoam
- Personal sanitary products
- Diapers or wipes
- Pet droppings or kitty litter
- Glass or metal
- Clothes
- Cigarette butts
- Rocks or bricks

Yard waste (grass clippings, flowers, leaves, brush and branches) and recyclable paper are picked up separately from Blue Bag Organics.

TO ORDER YOUR TRASH SERVICE WITH BLUE BAG ORGANICS, please call Randy's Environmental Services at 763-972-3335.



SOURCE SEPARATED ORGANICS
BlueBagOrganics.com



1 Discard food waste and food-soiled paper from meals, your refrigerator and the pantry into a kitchen compost bucket, separate from your other household trash.

Use a kitchen scraps recycling setup that is most convenient for you and your household.

You may already have a ventilated kitchen compost bucket for your kitchen scraps.

Some households prefer to line the compost bucket with newspaper, a paper bag or an empty paperboard ice cream container. These paper items are compostable right along with the kitchen scraps.

Or you may prefer to line your compost bucket with a 3-gallon compostable bag certified by the Biodegradable Products Institute. A list of BPI-certified bags can be found at bpiworld.org.

Please don't use plastic shopping bags or other kinds of plastic bags. They will not compost.

You may use any sturdy washable container as a kitchen compost bucket. A plastic ice cream bucket or plastic gallon milk jug with the top cut off works well, along with newspaper or a paper bag placed in the bottom to absorb liquids.

2 Empty your kitchen compost bucket into the Blue Bag Organics composting system — a covered blue can that's lined with a Blue Bag Organics BPI-certified bag.

Unlike most plastic trash bags, the Blue Bag Organics liner is specially made to be compostable. All your household's organics, including flattened and folded pizza boxes, go into that special Blue Bag Organics liner. Cereal boxes can still go into your paper recycling.

3 For trash day, hand tie the Blue Bag Organics liner and place it inside your regular garbage cart for curbside pickup. We'll separate all Blue Bag Organics from other trash at our facility. And off they'll go to a composting company.

ABOUT TWO MONTHS LATER, RECYCLED FOOD WASTE FROM HOUSEHOLDS LIKE YOURS WILL BE CONVERTED TO COMPOST AND SOLD AT A LOCAL GARDEN CENTER.



763-972-3335

Single-Sort Recycling Program

Aluminum beverage cans

Metal food cans

Glass bottles & jars (all colors)

Plastic containers & lids (#1 through #7)

Cartons-milk, soup, broth & wine.

Juice Boxes

Newspaper

Cardboard

Boxboard ie: cereal, cracker, shoe boxes

Mixed mail

Magazines

Office Paper—Envelopes

Some items not accepted are: plastic bags, plastic toys, plastic hangers, egg cartons, Styrofoam, pizza boxes, window glass, dishes, motor oil jugs, car parts, flower pots.

Place your recycling carting forward at least 3 feet away from your garbage container and 3 feet away from mailboxes.

City of Wayzata Recycle Schedule

2-0 1 3

☐ Residents North of Wayzata Blvd

☐ Residents South of Wayzata Blvd

☐ Holiday. Service on or after the holiday will be delayed by one day that week.

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2							
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
3	1	2	3	4	5	6				1	2	3	4	2	3	4	5	6	7	8
7	8	9	10	11	12	13	15	6	7	8	9	10	11	9	10	11	12	13	14	15
14	15	16	17	18	19	20	12	13	14	15	16	17	18	16	17	18	19	20	21	22
21	22	23	24	25	26	27	19	20	21	22	23	24	25	23	24	25	26	27	28	29
28	29	30					26	27	28	29	30	31	1	30						

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5							1	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

This information is also available at RandysSanitation.com

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

CONTRACT BOND

Bond No. MNC 2627

KNOW ALL PERSONS BY THESE PRESENTS:

That we Randy's Sanitation, Inc.

(hereinafter called the Principal), as Principal and the Merchants Bonding Company (Mutual), a corporation of the State of Iowa, with its Home Office in the City of Des Moines, Iowa (hereinafter called Surety), are held and firmly bound unto City of Wayzata, MN

(hereinafter called Owner), in the full and just sum of Sixty Five Thousand and 00/100-----

Dollars

(\$65,000.00-----), to the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 13th day of December, 2020

WHEREAS, the Principal has entered into a written contract, dated this _____ day of _____,

_____ , with the owner for collection and disposal of garbage per terms of contract. This bond to be effective for the period of January 1, 2013 through December 31, 2013. Renewable annually at the option of the surety company.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT, if the above bounden Principal shall indemnify the Owner from and against any and all loss or damage directly arising by reason of the failure of the Principal to perform faithfully said contract, as well as against any and all direct loss which the Owner may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. That the Owner shall faithfully and punctually perform all the terms and conditions of said contract to be performed by the Owner.
2. That if the Principal shall abandon said contract or be lawfully compelled by reason of default to cease operations thereunder, the Surety shall have the right at its option to complete said contract or to sublet the completion thereof.
3. That the Owner shall notify the Surety by registered letter, addressed and mailed to it at its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Owner, or the Architect, or Engineer.

Witness.

Randy's Sanitation, Inc.

Principal

By

Sanara Rosebrook

Merchants Bonding Company (Mutual)

By

Jeff Settem, Attorney-in-Fact

CON 0305 (2/12)



RANDSAN

OP ID: .i

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: RJF Minneapolis 7225 Northland Dr N #300 Minneapolis, MN 55428 Tom Nepper-Assigned accts	763-746-8000	CONTACT NAME: Karen Swihart PHONE (A/C, No, Ext): 763-746-8208 E-MAIL: swihartk@rjfagencies.com ADDRESS: swihartk@rjfagencies.com	FAX (A/C, No): 763-746-8308
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Western National Insurance	15377
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		CPP001071804	10/01/12	10/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		CPP001059103	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		UMB001009503	10/01/12	10/01/13	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCV001006306	10/01/12	10/01/13	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITOWA1

City of Wayzata
600 Rice Street
Wayzata, MN 55391

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF WAYZATA



PUBLIC WORKS

To: Wayzata City Council
From: Dave Dudinsky, Director of Public Service
Date: 12/12/2012
Re: Contract for Garbage, Recycling and Organics Collection

The City's current contract with Randy's Environmental Services for garbage, recycling, and organics collection will expire at the end of January 2013. At a work shop held on September 4th, the council directed staff to proceed with negotiating new garbage and recycling contracts with our current provider, Randy's Environmental Services.

Randy's representatives introduced single sort recycling and "Blue bag" organics along with their new proposed rates for garbage, recycling, and organics at a workshop held on October 2, 2012. In summary it was concluded that significant effort needs to be made to educate the residents to the new single sort recycling and Blue Bag organics programs that will begin in 2013.

Randy's proposed garbage and recycling contracts were reviewed and revisions were made by city staff and city attorney David Schelzel. Randy's representatives have accepted the city's revisions and included in this packet are copies of the proposed contracts for council to consider for approval.

Of note regarding the contracts:

- Both contracts are for ten (ten) year terms
- Increases will be negotiated every two years based on changes in the CPI index
- Either party may terminate the contracts upon six months prior written notice

Exhibit One is inserted between the Garbage and Recycling Contracts that illustrates the current and proposed rates that are in the new proposed contracts for easy reference.

Also attached are educational materials provided by Randy's Environmental Services.

Representatives from Randy's Environmental Services will be attending the council meeting. They will be demonstrating the difference between the current services they provide and the new services they will be providing upon approval of the proposed contracts. We plan to use the video of their educational demonstration as part of our efforts to inform our residents of the new programs Randy's will be providing the City in 2013.

WAYZATA PUBLIC WORKS

299 WAYZATA BOULEVARD WEST WAYZATA, MINNESOTA 55391

(P) 952-404-5360 - (F) 952-404-9417

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

CONTRACT BOND

Bond No. MNC 2627

KNOW ALL PERSONS BY THESE PRESENTS:

That we Randy's Sanitation, Inc.

(hereinafter called the Principal), as Principal and the Merchants Bonding Company (Mutual), a corporation of the State of Iowa, with its Home Office in the City of Des Moines, Iowa (hereinafter called Surety), are held and firmly bound unto City of Wayzata

(hereinafter called Owner), in the full and just sum of Sixty Five Thousand and 00/100-----

_____ Dollars
(\$65,000-----), to the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 18th day of September, 2014

WHEREAS, the Principal has entered into a written contract, dated this _____ day of _____, _____, with the owner for collection and disposal of garbage, per terms of contract. This bond to be effective for the period of January 1, 2015 through December 31, 2015. Renewable annually at the option of the surety company.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT, if the above bounden Principal shall indemnify the Owner from and against any and all loss or damage directly arising by reason of the failure of the Principal to perform faithfully said contract, as well as against any and all direct loss which the Owner may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. That the Owner shall faithfully and punctually perform all the terms and conditions of said contract to be performed by the Owner.
2. That if the Principal shall abandon said contract or be lawfully compelled by reason of default to cease operations thereunder, the Surety shall have the right at its option to complete said contract or to sublet the completion thereof.
3. That the Owner shall notify the Surety by registered letter, addressed and mailed to it at its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Owner, or the Architect, or Engineer.

Witness.

[Signature]

Randy's Sanitation, Inc.

Principal

By

[Signature]

[Signature]

Merchants Bonding Company (Mutual)

By

[Signature]
Tim Foreman, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY
for Company Employees

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint the following company employees, individually,

Tim Foreman

of **Des Moines** and State of **Iowa** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Unlimited

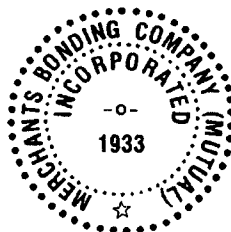
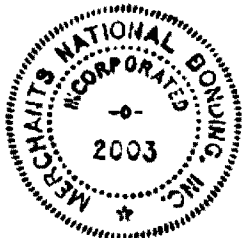
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of January, 2012.



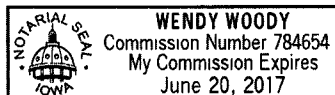
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 1st day of January, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



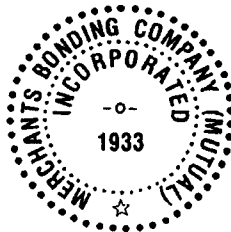
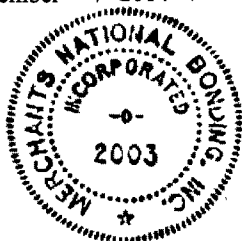
Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of September, 2014.



William Warner Jr.
Secretary

MEMORANDUM

Item: 9(c) – Refuse and Recycling Request for Proposal
Date: January 18, 2022
From: Nalisha Williams, City Clerk
Action: Review proposals and discuss next steps

Summary

The current refuse and recycling contract with Republic Services ends on March 31, 2022. At the October 4, 2021 City Council meeting, the Council directed staff to issue an Request for Proposal (RFP) for refuse and recycling services. The City received proposals from Republic Services and Waste Management. Both companies included primary and alternate proposals. The proposals are included in the packet and summarized below.

Representatives from Republic Services and Waste Management will be at the meeting to answer questions.

Background

Table 1 - Compares some of the popular services that were outlined in the proposals.

Waste Management	Republic Services
• Spring Clean-Up: Curbside pickup, 2 yards of trash material collected per home, 1 appliance and 1 electronic to be picked up at no cost (included in contract). • Fall Clean-Up: Curbside pickup, yard waste (included in contract). • Christmas Tree pickup included. • Organics: City drop site or all residents pay for curbside pickup. • Suspended service available (snowbirds).	• Spring Clean-Up: Curbside, Republic to communicate associated fees of items to be picked up. • Fall Clean-Up: Curbside pickup, yard waste (included in contract). • Christmas Tree pickup included. • Organics: City drop site, subscription program for curbside pickup or all residents pay for curbside pickup. • Suspended service available (snowbirds).

Table 2 - Compares the fees from Waste Management (shown in green) and Republic Services (shown in blue) in the event that the City continues billing residents for services.

(M)- Waste Management Pricing for Monday Service

(W) – Waste Management Pricing for Wednesday Service

Republic Services would keep service day on Monday. No change to current day.

Solid Waste Service	Current	2022 Monthly Rate	2023 Monthly Rate	2024 Monthly Rate	2025 Monthly Rate
SMALL	\$15.28	\$12.98 (M)	\$13.50 (M)	\$14.04 (M)	\$14.60 (M)
		\$12.51 (W)	\$13.01 (W)	\$13.53 (W)	\$14.07 (W)
		\$16.04	\$16.68	\$17.35	\$18.04
MEDIUM	\$15.55	\$13.50 (M)	\$14.04 (M)	\$14.60 (M)	\$15.19 (M)
		\$13.01 (W)	\$13.53 (W)	\$14.07 (W)	\$14.63 (W)
		\$16.33	\$16.98	\$17.66	\$18.37
LARGE	\$15.81	\$14.01 (M)	\$14.57 (M)	\$15.15 (M)	\$15.76 (M)
		\$13.50 (W)	\$14.04 (W)	\$14.60 (W)	\$15.19 (W)
		\$16.60	\$17.26	\$17.95	\$18.67
Additional Cart					
SMALL	-	\$7.00 (M)	\$7.28 (M)	\$7.57 (M)	\$7.87 (M)
		\$6.50 (W)	\$6.76 (W)	\$7.03 (W)	\$7.31 (W)
		No charge	No charge	No charge	No charge
MEDIUM	-	\$8.00 (M)	\$8.32 (M)	\$8.65 (M)	\$9.00 (M)
		\$7.50 (W)	\$7.80 (W)	\$8.11 (W)	\$8.44 (W)
		No charge	No charge	No charge	No charge
LARGE	-	\$9.00 (M)	\$9.36 (M)	\$9.73 (M)	\$10.12 (M)
		\$8.50 (W)	\$8.84 (W)	\$9.19 (W)	\$9.56 (W)
		No charge	No charge	No charge	No charge
Recycling Service	\$3.71	\$4.70 (M)	\$4.89 (M)	\$5.08 (M)	\$5.29 (M)
		\$4.30 (W)	\$4.47 (W)	\$4.65 (W)	\$4.84 (W)
		\$4.31	\$4.48	\$4.66	\$4.85

Yard Waste (optional)		\$100.00	\$104.00	\$108.16	\$112.49
	\$69 + fees = approx. \$100	\$110.00	\$114.40	\$118.98	\$123.74
Organics					
Waste Management Curbside All Residents Pay	-	\$5.70	\$5.93	\$6.17	\$6.41
Waste Management Drop Site	-	\$86.81/month City can pay the cost or distribute cost to residents	TBD	TBD	TBD
Republic Services Curbside All Residents Pay	-	\$5.00-\$8.00/month	TBD	TBD	TBD
Republic Services Subscription Curbside	-	\$20.00-\$55.00/month	TBD	TBD	TBD
Republic Services Drop Site	-	\$125/month City can pay the cost or distribute cost to residents	TBD	TBD	TBD

Table 3 – Compares the fees from Waste Management and Republic Services if the hauler takes over billing.

Solid Waste Service	Current	2022 Monthly Rate	2023 Monthly Rate	2024 Monthly Rate	2025 Monthly Rate
SMALL	\$15.28	\$13.28 (M)	\$13.81 (M)	\$14.36 (M)	\$14.94 (M)
		\$12.81 (W)	\$13.32 (W)	\$13.86 (W)	\$14.41 (W)
		\$16.69	\$17.36	\$18.05	\$18.77
MEDIUM	\$15.55	\$13.80 (M)	\$14.35 (M)	\$14.93 (M)	\$15.52 (M)
		\$13.31 (W)	\$13.84 (W)	\$14.40 (W)	\$14.97 (W)
		\$16.98	\$17.66	\$18.37	\$19.10
LARGE	\$15.81	\$14.31 (M)	\$14.88 (M)	\$15.48 (M)	\$16.10 (M)
		\$13.80 (W)	\$14.35 (W)	\$14.93 (W)	\$15.52 (W)
		\$17.25	\$17.94	\$18.66	\$19.40
Additional Cart					
SMALL	-	\$7.00 (M)	\$7.28 (M)	\$7.57 (M)	\$7.87 (M)
		\$6.50 (W)	\$6.76 (W)	\$7.03 (W)	\$7.31 (W)
		No charge	No charge	No charge	No charge
MEDIUM	-	\$8.00 (M)	\$8.32 (M)	\$8.65 (M)	\$9.00 (M)
		\$7.50 (W)	\$7.80 (W)	\$8.11 (W)	\$8.44 (W)
		No charge	No charge	No charge	No charge
LARGE	-	\$9.00 (M)	\$9.36 (M)	\$9.73 (M)	\$10.12 (M)
		\$8.50 (W)	\$8.84 (W)	\$9.19 (W)	\$9.56 (W)
		No charge	No charge	No charge	No charge
Recycling Service	\$3.71	\$4.70 (M)	\$4.89 (M)	\$5.08 (M)	\$5.29 (M)
		\$4.30 (W)	\$4.47 (W)	\$4.65 (W)	\$4.84 (W)
		\$4.86	\$5.05	\$5.26	\$5.47

Yard Waste (optional)		\$100.00	\$104.00	\$108.16	\$112.49
	\$69 + fees = approx. \$100	\$110.00	\$114.40	\$118.98	\$123.74
Organics					
Waste Management Curbside All Residents Pay	-	\$5.70	\$5.93	\$6.17	\$6.41
Waste Management Drop Site	-	\$86.81/month City can pay the cost or distribute cost to residents	TBD	TBD	TBD
Republic Services Curbside All Residents Pay	-	\$5.00-\$8.00/month	TBD	TBD	TBD
Republic Services Subscription Curbside	-	\$20.00-\$55.00/month	TBD	TBD	TBD
Republic Services Drop Site	-	\$125/month City can pay the cost or distribute cost to residents	TBD	TBD	TBD

Options

1. Award the contract to Republic Services – determine who is responsible for billing and choose which organic recycling option to move forward with.
2. Award the contract to Waste Management – determine who is responsible for billing, choose which organic recycling option to move forward with, and the day of service.
3. Provide staff with alternative direction.

Recommendation

Republic Services has been a reliable partner for 10+ years. In their proposal they proposed to keep Monday as service days, offered alternative billing options, and various organic recycling options. However, the rates of service are higher compared to Waste Management.

Waste Management provides a couple of options for service days with competitive rates, alternative billing options, and various organic recycling options. However, the level of service from Waste Management would be new to the City.

If the Council wants to continue working with a hauler who has experience with the City, then the contract should be awarded to Republic Services. If the Council wants to work with a hauler that provides more options and competitive rates, then the contract should be awarded to Waste Management. Since both contractors have good reputations with the surrounding communities and have submitted proposals that are advantageous to the City, staff would recommend awarding a contract to one of the contractors.

Next Steps

A formal contract will be drafted with the selected contractor.

Attachments

- Republic Services Proposal
- Waste Management Proposal



December 15, 2021

Nalisha Williams
City of Excelsior
339 Third St
Excelsior MN, 55331

Dear Ms. Williams,

Republic Services is pleased to submit this proposal to the City of Excelsior. We have enjoyed our partnership over the years and are hopeful that we can continue that relationship.

Our detailed proposal and all information required by the Request for Proposals (RFP) are enclosed. Through discussions with your team it became clear that accommodating residents that travel for the winter season was a priority for the City. The pricing reflected in this proposal includes accommodation for residents that spend their winters in warmer climates.

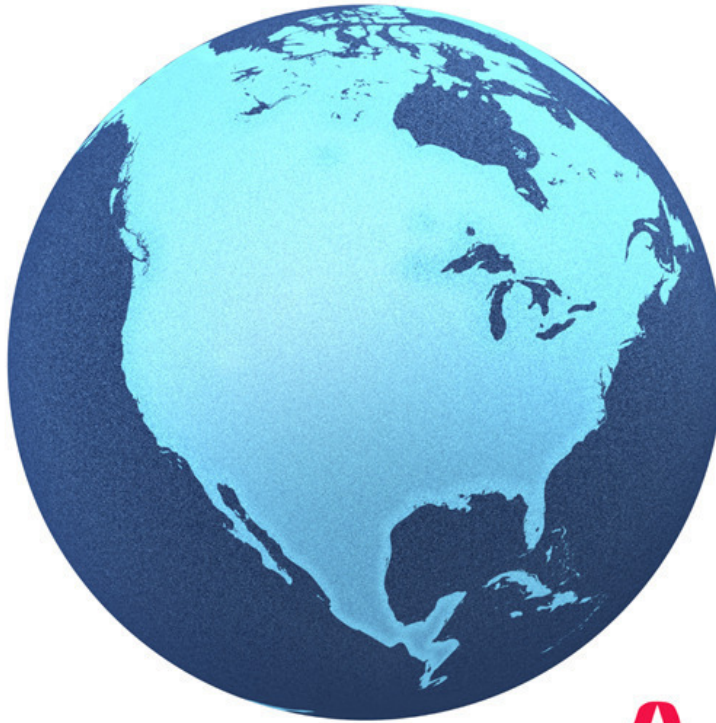
The table below shows the pricing in our current contract and the proposed new pricing for the proposed 4 year contract. We have built in a flat 4% annual escalator which is lower and more predictable than the current consumer price indexes that are commonly used. The proposal contains an alternate pricing scenario that reflects Republic Services taking over the task of sending customers quarterly invoices.

Service	Current	2022	2023	2024	2025
35 gallon trash	\$15.28	\$16.04	\$16.68	\$17.35	\$18.04
65 gallon trash	\$15.55	\$16.33	\$16.98	\$17.66	\$18.37
95 gallon trash	\$15.81	\$16.60	\$17.26	\$17.95	\$18.67
Recycle	\$3.71	\$4.31	\$4.48	\$4.66	\$4.85
Yard Waste Annual	\$69.00 + fees	\$110.00 no fees	\$114.40 no fees	\$118.98 no fees	\$123.74 no fees

We would continue providing all services in the existing contract with any remaining details to be finalized during contract negotiations. The services and pricing proposed here will leave the city with a comprehensive trash and recycling program at an outstanding value. We look forward to working with your team to answer any questions you may have regarding this proposal. We are confident you will continue to find **Republic Services** the **Ideal Fit** for **Your Trash and Recycling Needs**.

Matt Herman
Manager Municipal Sales

City of Excelsior Trash, Recycling and Organics with Subscription Yard Waste Service



City of Excelsior- Trash, Recycling and Organics with Subscription Yard Waste

Submitted 12/15/221 by Matt Herman,
Municipal Sales Manager and Deb Gatz,
Municipal Administrator



We'll handle it from here.™



Executive Summary

90% of municipalities extend their current contracts with Republic Services because of our partnerships and local expertise offering simple solutions, reliability and environmental responsibility.

Our Promise to Our Customers

We'll handle it from here™, our promise, is backed by the details of this proposal submission to you. In summary, we take pride in offering you a best-value partnership.

Simple Solutions – We offer a wide range of tailored products to assist the community in the responsible recycling or disposal of both typical and unique waste streams that include electronics, bulb and battery waste, or household hazardous waste. Additionally, our investments in customer-facing web- and smartphone-based apps allow simple interaction between customers and Republic Services, offering service details and alerts, as well as delivery schedules and billing information.

Reliability – Our operations and performance metrics prove that we are your most reliable partner. Our 99.9% pickup reliability rate means that you face fewer calls from the community regarding service, and when callers reach out to us for any needs, we strive for first-call resolution through our fully integrated customer resource centers. Additionally, our experienced drivers are the safest in the industry, which means your residents are better off with our team on your streets.

Republic Services is your low-risk, best-value partner

- Reliable – 99.9% pickup rate
- Environmental Responsibility – 3,200 CNG trucks nationwide
- Safer – 39% fewer incidents than industry average
- Simple Solutions – manage your account with the Republic Services app
- Named to both the Dow Jones Sustainability World and North America Indices 2020
- Named to Barron's 100 Most Sustainable Companies

Figure 1. **Key Company Statistics.** Republic Services is an industry leader in the U.S. non-hazardous solid waste industry.

COMPANY OVERVIEW			
35K EMPLOYEES	5M AVERAGE PICKUPS PER DAY	16K TRUCKS 5TH LARGEST VOCATIONAL FLEET IN THE NATION	6M TONS OF MATERIALS PROCESSED
\$10B IN REVENUE	\$600M+ INVESTMENT IN ACQUISITIONS	85% EMPLOYEE ENGAGEMENT SCORE	76 RECYCLING PROCESSING CENTERS
41 STATES	220 TRANSFER STATIONS	75 LANDFILL GAS & RENEWABLE ENERGY PROJECTS	21% OF FLEET POWERED BY NATURAL GAS

Environmental Responsibility – We are globally recognized as a leader in sustainability. Our investments in recycling infrastructure, compressed natural gas-powered trucks, and landfill gas-to-energy plants are all examples of how we strive to be a good neighbor in every municipality we partner with.

Low-cost providers in the industry sacrifice one or more of these elements, translating to risk for your municipality. Republic Services is your best-value partner, through our proven and demonstrated balance of these factors, while serving more than 2,400 municipal contracts.

*Figure 2. **Leading Recognition Awards.** Republic Services is proud to be globally recognized for our commitments to sustainability and the blue planet.*



It is through these initiatives and recognitions that we reiterate our commitment to Excelsior. On behalf of the 35,000 employees at Republic Services, we appreciate the opportunity to earn your business through the submission of this proposal and look forward to a long and continued partnership.

Global Recognition

We believe that excellence means being better than competitors at everything we do. We also appreciate that our customers want peace of mind knowing they are partnering with a reliable, safe and ethical company. We are very proud of our success in these areas and work diligently to maintain our positions on these prestigious lists.

Your Team

Your leadership team is knowledgeable about local collection and post-collection processing activities and is supported by the technical expertise and financial strength of our parent company Republic Services, Inc.

Our in-house training, personnel advancement, recruitment programs, and work force development are some of the most comprehensive in the industry, which enables us to



attract and retain the most highly qualified, dedicated, and experienced professionals in the business today.

Local Leadership

Our local and area management teams have extensive industry experience in operating and managing solid waste companies and have substantial experience in your region. This allows us to quickly respond and meet your needs; all the while staying in touch with your city staff, as well as local businesses and residents. Our strong area management team allows us to effectively and efficiently drive initiatives that help ensure consistency across the organization. These teams have extensive authority, responsibility and autonomy for operations within their geographic markets.

Principal Officers

Brandon Schuler, General Manager:

Brandon leads the Eden Prairie and Delano Hauling Divisions. Brandon is a hands-on General Manager and will continue to oversee all service and contractual obligations for the City of Excelsior.

Kevin Goding, Business Unit Finance Manager:

Kevin Goding has 9 years within the solid waste industry and is currently responsible for all administrative, accounting, and statistical reporting functions for Republic Services. He ensures that financial controls and records are maintained in accordance with company policy and legal requirements. He is responsible for providing and reviewing financial statements and variance analyses, billing, and account reconciliation. In addition, Kevin is responsible for providing analytical support and assistance for the division goals and action plans. He develops and coordinates the annual budget, and manages and trains staff in the accounting department.

Drew Boyer, Operations Manager:

Drew oversees all the hauling operations at the Eden Prairie Division. He works closely with his Operations leadership team to ensure that contractual service obligations are delivered, routes are efficient, and service is performed in a reliable, safe manner.

Matt Herman, Municipal Sales Manager:

Matt will be the dedicated Municipal Sales Manager. He will continue to collaborate with the City of Excelsior and oversee and/or execute on contractual obligations such as reporting, community education and events, Clean-up quotes & contract tasks and more. Matt's demonstrated commitment to customer zeal & support to Staff, during and outside of contractual service days & hours, will continue to bring added value to the City.

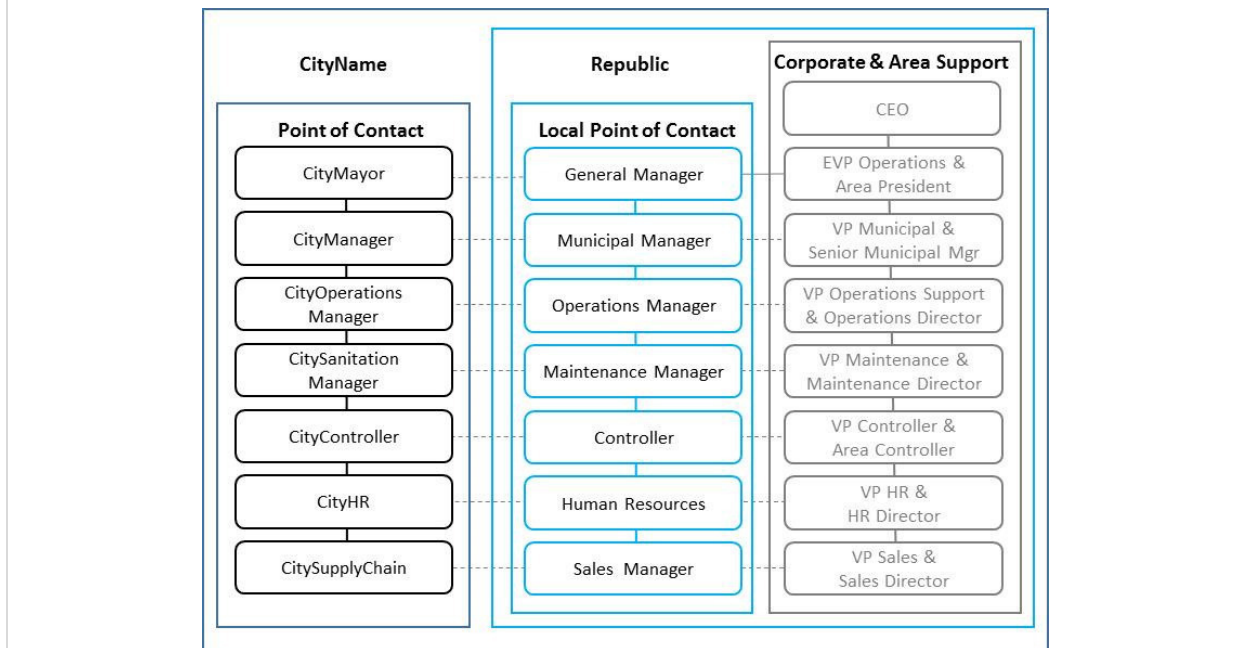
Deb Gatz, Municipal Administrator:

Deb will be the dedicated Municipal Administrator for the City of Excelsior. Deb has over 25 years experience in the industry and will be an incredible resource for staff and residents.

National Backing

Each of our local business operations is fully empowered and accountable for delivering on

Figure 3. **Personal and Powerful.** Your dedicated local support backed by Republic infrastructure.



our commitments to our customers. They are also backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate might to assist or respond to any challenge during the term of the contract. An example of this benefit to you is the response capabilities during times of crisis such as hurricanes, tornados, or other disasters.

Facilities

Our facilities are engineered for safe, environmentally friendly operations. We use sustainable materials that facilitate energy and water conservation, as well as design principles to enhance employee and guest safety and comfort.

Providing outstanding recycling and waste services to your community requires the existence of multiple types of facilities, which typically include:

- Hauling company
- Transfer station
- Recycling center
- Customer Resource Center

It is typical that our largest workforce presence exists at a hauling company, to support the complex operation that goes into serving your community with a 99.9% pickup reliability rate.

In some markets, transfer stations enable the efficient transfer of recycling and municipal solid waste from the collection trucks to tractor trailer trucks that can more efficiently transport the material to the appropriate post-collection facilities. A landfill can be one of the most complex facilities in our portfolio due to the tremendous responsibility we hold to appropriately handle the nation's waste. All our landfill facilities are subject to the Resource Conservation Recovery Act (RCRA) Subtitle D regulations. Recycling Centers are very complex facilities that are designed to receive, process, and package the various recyclable commodities that are collected in the community.

Operations

We exercise the utmost responsibility in our operations. This includes our fleet, our buildings, our landfill technology and the day-to-day activities we conduct in our communities. We are working hard to understand and measure our impact on air, land and water to minimize or eliminate any negative consequences.

*Figure 4 **Facilities Serving** Excelsior – Republic Services will serve your city with the following facilities.*

Facility Type	Address	Distance from Township	No. of Employees	Hours of Operation
Hauling Company and Transfer Station	9813 Flying Cloud Drive, Eden Prairie	11 Miles	175	3:00 am – 5:00 pm
Material Recovery Facility	25 N 44 th Avenue, Minneapolis, MN	19 Miles	65	6 am – 4 pm M-F
Customer Resource Center	Indianapolis, IN Charlotte, NC Phoenix, AZ	Virtual	300+ 300+ 300+	7:00am -5:00pm – M-F Web-based application offerings 24/7

Successful collection operations begin with a skillful operations supervisor who knows the business as well as your community. Your Republic Services local operations supervisor is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, and implementation and enforcement of safety procedures.

We ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisors, which means that items needing attention are dealt with immediately and that the supervisor knows your community intimately.



In addition, our supervisors are out on the routes regularly. At least twice per week, they conduct ride-alongs with drivers on their routes. This creates great opportunities for driver mentoring, ensures quality control on the route, and keeps the supervisor directly aware and familiar with the nuances of the route and the community. Few, if any other companies in the industry, dedicate their operations staff to success in this manner.

Communication with the Community

In addition to the regular collaboration between the routing teams, our operations team can communicate with the residents and commercial customers easily using several forms of technology. Our Republic Services web- and smartphone-based app enables customers to see their accounts, make service requests, or raise issues for resolution. This app also enables our operations team to offer alerts or emails to customers regarding changes in service for holidays or inclement weather. We also employ a technology known as Call-Em-All, which is a phone-based capability for distributing operations updates when needed to customers on effected routes.

Residential MSW Collection

We will service all single-family carts using an automated side loader (ASL) truck. The ASL is proven to retrieve and return carts in even the most hard-to-reach locations such as narrow streets, courts and alleyways, enabling the industry's most efficient, safe and environmentally responsible curbside automated collection services.

Each collection vehicle is operated by a single driver and will be painted in a uniform manner, featuring our logo and company contact information.

We propose to use blue carts with black lids for residential trash collection. Residents will be offered the option of choosing a 32-, 64- or 96-gallon cart. If a customer needs more than one collection cart, we will provide an additional cart for a fee to accommodate the customer's needs.

The ASL cart collection methodology is fast and efficient and requires approximately 8 to 12 seconds completing the cycle (pick up cart, deposit contents, place cart back onto the curbside) before the driver moves to the next stop.

Residential Recycle Collection

We will offer all single-family customers weekly (or every other week), fully automated single-stream recycling collection services. Recycling carts will be serviced with the same equipment and manner as residential solid waste carts. All single-family customers will be issued either a 64-gallon or 96-gallon blue cart with a light blue lid. 32-gallon carts may be available with restrictions approved by the City.

Municipal References

*Figure 5. **Customer References** – We are proud to serve these customers, and use them as references for your city.*

City	Years Served	Contact Name	Title	Phone
Forest Lake	2	Patrick Casey	City Administrator	651-209-9750
Centerville	2	Mark Statz	City Administrator	651-429-3232
Hopkins	1	Pam Hove	SW Coordinator	952-548-6351



Service Days

We will continue to provide service on Mondays as is currently happening in the City.

Holiday Schedules

Republic Services will be closed on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day, if your service day falls on one of these days, we will service you on your next scheduled service day.

Safety

Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to Think. Choose. Live.®

Safety Overview

Republic Services has an industry leading safety program that has been 39% better than the industry average for the past ten years, based on OSHA data. In addition, we have been recipients of 70% of industry Driver of the Year since 2009.

Republic Services and its employees maintains strict compliance with all applicable OSHA and federal, state, and local safety requirements while performing all work-related functions. We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate, and verify employee practices throughout their career.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs. Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as, on-road auditing and policy reinforcement.

Republic Services offers full-spectrum safety initiatives and award-winning safety training programs to all employees. We are an industry leader in safety, and we are very proud of our safety track record.

Think. Choose. Live.®

Every day, drivers face a multitude of challenges and are required to make decisions that can greatly impact their safety, as well as the safety of those in the communities we serve. Our best-in-class driver training program focuses on continual improvement of all our 15,500 drivers.

Our Think. Choose. Live.® philosophy helps navigate these situations by encouraging employees to Think about their actions, Choose the safest approach and Live to go home to their families at the end of each day.

ReSOP Program

The Republic Services Observation Program (ReSOP) is paramount to decreasing safety incidents. Supervisors are required to conduct a minimum of two in-person employee observations per week.

Our employees are our greatest asset, and our dedication to every employee's safety is second to none

- 39% safer than the industry average, while maintaining the 5th largest vocational fleet in the United States
- Think. Choose. Live.® embodies our company culture
- Winners of 70% of industry Driver of the Year awards since 2009

The purpose is to improve safety, customer experience and productivity. The employee and their leader work together toward excellence.

Safety Meetings & Training

Republic Services provides weekly, monthly and annual safety training for all our employees.

Safety topics are developed based on subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides translators to engage all employees and encourages open discussion and participation.

Meeting topics may include:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips, and falls
- Confined space entry

Safety Recognition Program

The Republic Services Dedicated to Safety and Dedicated to Excellence programs are designed to identify, recognize and reward safety-sensitive employees who are dedicated to safety and excellence in their workplace.

Employee safety and excellence is measured on six criteria including having no preventable crashes or injuries, no unscheduled lost time and no safety warning letters. Each employee who qualifies is recognized monthly, quarterly and annually.

Figure 6. Republic Services ReSOP. Program decreased safety incidents since implementation.



Focus 6

Our Focus 6 program provides employees with tips and techniques to reduce the frequency of our six most common types of serious incidents. This industry-leading program involves in-class training and practical skills course exercises that have helped to reduce crashes and injuries.

OneFleet



City of Excelsior Trash, Recycling and Organics with Subscription Yard Waste Service

Republic Services is dedicated to operating the best running, safest and most environmentally friendly vehicles in the industry. This goal is achieved through a coordinated vehicular operation maintenance system called OneFleet.

With standardized procedures and consistent execution, the OneFleet system improves safety for the fleet, decreases repair downtime and improves customer satisfaction.

Customer Service

Customer Access

We recognize that when customers have questions regarding scheduled service, or would like to order additional services, a speedy response is expected. We strive for first-call resolution – from call, email, mobile app, website for in-person request.

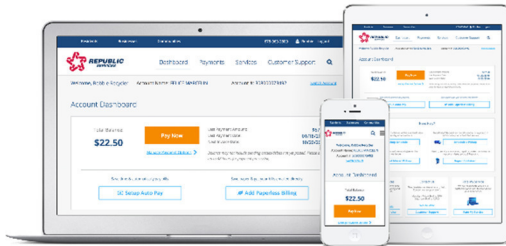
A couple years ago, Republic Services made a major commitment to further differentiate from our competitors by investing in the enhancement of the quality and reliability of our customer service capabilities. To accomplish this, we consolidated hundreds of small call centers across the country into three state-of-the-art fully integrated Customer Resource Centers (CRC), which are networked together and have direct line access to your local team. These facilities were selected for their location to ensure we can deliver call support for 15 hours per day (7 a.m. Eastern to 7 p.m. Pacific) on weekdays, and 5 hours on Saturday.

In addition to a large national team focused on customer service Excelsior residents will have access to an email address that will reach a local team committed to great customer service. Additionally the Municipal Sales team is available to address any service issues.

Figure 7. Our highly specialized technicians deliver a best-in-class fleet for your municipality



*Figure 8. **Web and Mobile App Based Simple Solutions.** Customers are able to self-serve billing and common requests 24/7 using our web and mobile app offering.*



In addition to the call center hours, customers also can reach us 24/7 via our website, RepublicServices.com or on our app.

Website

The Republic Services website is designed to be a one-stop resource for current and potential customers. Here they will find new updates, collection information and education tools. The educational program provides in-depth information for both residential and commercial customers. The programs are downloadable and can be used for outreach and environmental initiatives.

RepublicServices.com provides in-depth content specific to residential and commercial needs.

Residential pages allow the user to enter their

address in order to receive information specific to them, including the ability to schedule pick-up, change service, or to identify the correct contact person with Republic Services for services requests (i.e. debris box orders, container repairs, or bulky pickups). For customers who are directly billed by Republic Services, they can inquire into billing or payment-related details. Residential customers will also find resources on recycling and environmental needs.

Republic Services App

Our mobile app can be used to schedule a pickup, report a missed pickup, receive service notifications, search additional products and services, and much more. This app can be easily downloaded from the App Store for Apple or Google Play for Android.

Sustainability

Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services for our competitors.

We believe we have a responsibility to regenerate our planet with the materials we are entrusted to handle every day by driving increased recycling, generating renewable energy, and helping our customers be more resourceful.

Additionally, we must lead by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovation landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

Our industry-leading sustainability platform is focused on increasing recycling, decreasing vehicle emissions, generating renewable energy, and enabling our customers to be more resourceful. Republic Services continues to steadily build upon its sustainability achievements.

We continue to find new avenues for sustainability success. Consider our five-point sustainability platform (see **Figure 12**):

*Figure 9. **Five Elements of Sustainability.** Republic Services is the lowest risk, best-value partner for your municipality, focusing our sustainability platform around these five areas.*



Operations We are working to minimize the impact of our operations around our fleet and our facilities. We will continue to reduce our carbon emissions by adding more recycling capacity, increasing our CNG fleet and opening additional alternative energy-producing facilities.

Materials Management When we extract materials from the waste stream (commodities and/or energy), we reduce greenhouse gas emissions and your community's carbon footprint. Even in times of crisis, when end market buyers are stopping or limiting their purchase of commodities, Republic Services is looking to alternative markets to ensure the continued success of our programs.

Communities Our Empty, Clean, Dry™ recycling outreach and education program help your residents and business community recycle more and waste less.

Safety We are committed to creating a safe environment for our customers, communities and employees. A recent national study found that Republic Services is the safest solid waste company – by a 39 percent margin.

People We employ and develop talented professionals who are committed to sustainability, our customers and each other.

Financial Overview

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to Excelsior in our proposal.

Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. Excelsior will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.



Financial Reporting

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 Company and will be the signatory for the corporate guarantee.

Our most recently completed audited financial statements can be found on our website at RepublicServices.com

The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

The following figure shows certain information as of May 2020, with respect to the ownership of common stock by each shareholder who is known by Republic Services to own more than 5 percent of our outstanding common stock:

Name of Owner	% Outstanding Shares
Cascade Investment, LLC	34.18%
BlackRock, Inc.	5.52%
The Vanguard Group, Inc.	6.15%

Credit Rating

Republic Services, Inc. has an "investment grade" rating. No creditor is owed a debt greater than 10 percent of the company's total assets. Our available credit (all banks) is \$2.4 billion.

Financial Information

These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except per share data. The financial statements contained in the Annual Report were audited by Ernst & Young, LLP.

Figure 11. **Republic Services' 2020 Year Ending Consolidated Balance Sheet.**
Selected financial data.

REPUBLIC SERVICES, INC. CONSOLIDATED BALANCE SHEETS (in millions, except per share data)		
	December 31, 2020	December 31, 2019
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 38.2	\$ 47.1
Accounts receivable, less allowance for doubtful accounts and other of \$34.7 and \$34.0, respectively	1,091.3	1,125.9
Prepaid expenses and other current assets	392.3	433.0
Total current assets	1,521.8	1,606.0
Restricted cash and marketable securities	149.1	179.4
Property and equipment, net	8,726.2	8,383.5
Goodwill	12,046.4	11,633.4
Other intangible assets, net	173.1	133.9
Other assets	817.4	747.6
Total assets	<u>\$ 23,434.0</u>	<u>\$ 22,683.8</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 779.0	\$ 777.9
Notes payable and current maturities of long-term debt	168.1	929.9
Deferred revenue	345.6	336.0
Accrued landfill and environmental costs, current portion	114.5	132.6
Accrued interest	54.6	74.0
Other accrued liabilities	820.2	814.2
Total current liabilities	2,282.0	3,064.6
Long-term debt, net of current maturities	8,766.1	7,758.6
Accrued landfill and environmental costs, net of current portion	1,694.7	1,703.2
Deferred income taxes and other long-term tax liabilities, net	1,238.8	1,180.6
Insurance reserves, net of current portion	281.8	276.5
Other long-term liabilities	681.8	579.4
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value \$0.01 per share; 50 shares authorized; none issued	-	-
Common stock, par value \$0.01 per share; 750 shares authorized; 318.8 and 353.3 issued including shares held in treasury, respectively	3.2	3.5
Additional paid-in capital	2,741.4	4,994.8
Retained earnings	5,751.8	5,317.3
Treasury stock, at cost; — and 34.5 shares, respectively	(0.1)	(2,199.6)
Accumulated other comprehensive income, net of tax	(12.4)	2.2
Total Republic Services, Inc. stockholders' equity	8,483.9	8,118.2
Non-controlling interests in consolidated subsidiary	4.9	2.7
Total stockholders' equity	8,488.8	8,120.9
Total liabilities and stockholders' equity	<u>\$ 23,434.0</u>	<u>\$ 22,683.8</u>

The accompanying notes are an integral part of these financial statements.

Service Offerings and Pricing

We are happy to offer trash and recycling services as outlined in the request for proposals (RFP). Below you will find the pricing table as outlined in the RFP and a more detailed description of other items described in the RFP.

In both scenarios below yard waste would continue to be an optional service that the residents arrange and pay for directly with Republic Services. The current pricing of \$69.00 does not include applicable fees which bring the total charged to right around \$100. Removing the variable fees will increase the predictability of the price going forward.

In this primary proposal the City would be responsible for taking "snowbird" requests from residents and reporting to Republic on how many residents had requested a temporary service suspension. Our team would then adjust the invoice we send to the City accordingly.

PRIMARY PROPOSAL SUMMARY

Services	April 2022	April 2023	April 2024	April 2025
Solid Waste Service (monthly rates)				
32-Gallon Cart	\$ 16.04	\$ 16.68	\$17.35	\$ 18.04
64-Gallon Cart	\$ 16.33	\$ 16.98	\$ 17.66	\$ 18.37
96-Gallon Cart	\$ 16.60	\$17.26	\$ 17.95	\$ 18.67
Additional Cart (monthly rates)				
32-Gallon Cart	Get larger cart at no charge	Get larger cart at no charge	Get larger cart at no charge	Get larger cart at no charge
64-Gallon Cart	Get larger cart at no charge	Get larger cart at no charge	Get larger cart at no charge	Get larger cart at no charge
96-Gallon Cart	No charge for second trash cart	No charge for second trash cart	No charge for second trash cart	No charge for second trash cart
Recycling Collection (monthly rates) – no charge for extra carts				
Bi-Weekly	\$ 4.31	\$4.48	\$4.66	\$4.85
Organic Service	\$ TBD	\$ TBD	\$ TBD	\$ TBD
Organics Collection	See discussion below details on potential options and price structures, more information is needed.			

ALTERNATE PROPOSAL SUMMARY

We are happy to include an alternate proposal that would provide all the same services but would transition the responsibility for billing residents from the City to Republic Services. Our team would be prepared to take over billing at the conclusion of the existing contract. Provided the City would make current billing and customer contact information available.

In this alternate proposal "snowbirds" would be responsible for contacting Republic Services and suspending service during their time away.

Services	April 2022	April 2023	April 2024	April 2025
Solid Waste Service (monthly rates)				
32-Gallon Cart	\$ 16.69	\$ 17.36	\$ 18.05	\$ 18.77
64-Gallon Cart	\$ 16.98	\$ 17.66	\$ 18.37	\$ 19.10
96-Gallon Cart	\$ 17.25	\$ 17.94	\$ 18.66	\$ 19.40
Additional Trash Cart (monthly rates)				
32-Gallon Cart	Get larger cart at no charge	Get larger cart at no charge	Get larger cart at no charge	Get larger cart at no charge
64-Gallon Cart	Get larger cart at no charge	Get larger cart at no charge	Get larger cart at no charge	Get larger cart at no charge
96-Gallon Cart	No charge for second trash cart	No charge for second trash cart	No charge for second trash cart	No charge for second trash cart
Recycling Collection (monthly rates) – no charge for extra carts				
Bi-Weekly	\$ 4.86	\$ 5.05	\$ 5.26	\$ 5.47
Organic Service	\$ TBD	\$ TBD	\$ TBD	\$ TBD
Organics Collection	See discussion below details on potential options and price structures, more information is needed.			

Organics Solutions for your Community

Organics collection is part of the “evolving ton” – it’s not just trash and empty/clean/ dry recycling. Hennepin County’s ordinance 13 requires cities to take steps to make curbside organics recycling available. The goal is to implement more organics programs that will achieve larger participation and greater diversion. This is driving the need for infrastructure and solutions to manage this new and evolving waste stream.

Our municipal sales team has been working on designing organics collection across the metro and is very familiar with different collection and billing options. There are many options and many factors to consider when determining what organics collection model may be most appropriate for the City of Excelsior. We would look forward to working with City staff, elected officials and residents to identify the best program for Excelsior.

The organics pricing discussed below should be considered reference points that can be used to reach agreement on contract details should the City decide to move forward with a curbside organics collection program.

The most common option has been an “all pay” program where all residents are charged a small monthly fee (\$5.00-8.00) and the service is provided to any resident that requests a cart. In existing programs this model has produced the highest participation, lowest contamination, and the lowest price point. We are currently rolling out programs like this in Bloomington, Richfield and Golden Valley.

A purely “subscription” program is one where only the residents that want to participate in the program receive the service and pay the monthly fee (\$20.00-\$55.00). This model is challenging for many haulers as we have no assurances of the level of participation or any anticipated revenue to offset costs, we could have to dedicate a truck, driver and other

resources to drive through the city for a very small number participants, for that reason the price is usually considerably higher.

We have worked with other cities to explore options of creating minimum number of participants or a baseline amount of revenue, this arrangement can keep the price point lower. We have also worked to create tiered pricing structures where we agree on a price and different participation levels. Should the City decide to move forward with a curbside organics program we look forward to working with you and creating program details and a price point that is best for your community.

In addition to the curbside collection options, we would be happy to work with you to create a residential drop-off program within the City. These programs can serve as a great first step to educating residents about the benefits and importance of organics recycling. A residential drop off program will consist of a two-yard dumpster fitted with a combination pad lock (to eliminate dumping and contamination) placed somewhere on city property. The City provides the pad lock code to interested residents and Republic Services will empty the dumpster weekly and help the city develop with outreach and educational material to grow interest and awareness in organics recycling. This service generally costs about \$125 per month and can be billed separately as a city service or included in the contract pricing, depending on whether the city or Republic is responsible for the billing.

Other Services and Solutions

We recognize that additional waste is generated daily in your community that the residents and commercial owners do not know how to properly dispose. We are happy to offer these additional services:

- Republic will provide Waste and Recyclable Materials services at all city buildings and city park facilities. Current list of sites: Excelsior Public Works Building (3 times per week), Excelsior City hall, and Water Street receptacles (3 times per week). These services are provided at no additional charge.
- Republic will pick up Christmas Trees from all Residential Units the first two weeks of January each year during the Term of the Agreement. This service is provided at no additional charge to residents.
- Republic will provide collection for the annual Spring and fall clean-up day each year on a Saturday morning in April/May and October/November. The clean-up day in the spring residents place their bulk items curbside. Republic to communicate the accepted items for the event with residents and city staff. Republic to communicate associated fees(if any) for bulk items on clean-up day. With the exception of Household hazard wastes, Republic will be primarily responsible for collection and disposal of bulky, non-recyclables items not collected and disposed of by other vendors.
- The clean-up day in the fall consists of leaves and yard waste pickup. Republic will provide sufficient labor and equipment to accept, remove and dispose of all collections during the specified time on clean up day.
- Republic will provide on call based bulk item collection based on the enclosed price sheet. Prices are subject to annual increases.
- We are proposing to continue providing all services detailed in the existing contract even if not expressly defined in this proposal. The final contract will dictate the services offered.

- We offer many other additional services, document destruction, and others that will be made available to the City and residents.

Exceptions, Deviations and Clarifications

We have attempted to provide all information required by the Request for Proposals (RFP) in this proposal.

- Insurance requirements- I expect our legal review team to offer suggested technical edits to the insurance requirement language. These edits will not impact the type or amount of insurance coverage.
- Section 7 points to the long-term access to disposal and processing facilities as a critical factor in vendor selection. In addition to having a solid long standing relationship with Hennepin County and their disposal facilities. Republic Services owns and operates multiple recycling and disposal facilities and can ensure no interruption to the excellent service you will receive.
- Section 7 asks that applicants demonstrate their efficient use of roadways, minimizing truck traffic and mileage. Efficiency and safety are two things we constantly focus on in our operations. Making sure drivers are running, safe and efficient routes is an everyday task for our local team with support provided by corporate staff and multiple software tools designed to optimize our routes.
- Section 2.1 describes offering organics collection every other month in the winter months. Hennepin County ordinance 13 requires weekly collection of organics. All of the routes being created will be serviced year-round. Should the city choose to negotiate terms for curbside collection of organics we would be looking to design year round program.
- Section 2.1 describes the length of the yard waste season as being "April to November". We propose a yard waste season that starts in the second full week in April and ends the Saturday after Thanksgiving.
- Section 3.2 requires that Excelsior recyclables be picked up and weighed "separate from other materials". Recycling will always be collected separately from yard waste, trash and any other waste material. Recycling in Excelsior is collected on recycling routes that may also service neighboring communities.
- Sections 5.1 and 5.2 are written very broadly, I expect our legal review team to suggest modifications that would clarify the contractors responsibilities.
- Sections 6.4 and 6.5 of the RFP create a very broad indemnification statements. We look forward to working with the city to create more specific indemnification language that protects both parties. The existing contract language serves as a suitable reference.
- The RFP does not include some definitions, terms and clauses that are commonly found in final contracts. This proposal is subject to a mutually acceptable agreement being negotiated.



Enclosures

Enclosed you will find the following :

- Certificate of Liability Insurance as required by the RFP
- Example Public Education Materials
- On-call based bulky item price list

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): FAX (A/C No.Ext): E-MAIL ADDRESS: certificateteam@ccmsi.com INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ACE American Insurance Co.</td><td>22667</td></tr><tr><td>INSURER B: Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER C: ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER D: Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: ACE American Insurance Co.	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: ACE Fire Underwriters Insurance Co.	20702	INSURER D: Illinois Union Insurance Company	27960	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054															

COVERAGES**CERTIFICATE NUMBER: 1977478****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER: _____			HDO G72482074	06/30/2021	06/30/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 5,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td></td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 5,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td>PRODUCTS -COMP/OP AGG</td><td>\$ 5,000,000</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000	MED EXP (Any one person)		PERSONAL & ADV INJURY	\$ 5,000,000	GENERAL AGGREGATE	\$ 5,000,000	PRODUCTS -COMP/OP AGG	\$ 5,000,000
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GENERAL AGGREGATE	\$ 5,000,000																		
PRODUCTS -COMP/OP AGG	\$ 5,000,000																		
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ☒ SCHEDULED AUTOS ONLY ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			ISA H25549752	06/30/2021	06/30/2022	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 5,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C67824064 AOS WLR C67824027 CA/MA/OR SCF C67824106 - WI WCU C67824143 - OH XS TNS C68990592 - TX NSXS	06/30/2021 06/30/2021 06/30/2021 06/30/2021	06/30/2022 06/30/2022 06/30/2022 06/30/2022	<table border="1"><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 3,000,000</td></tr><tr><td>E.L. DISEASE -EA EMPLOYEE</td><td>\$ 3,000,000</td></tr><tr><td>E.L. DISEASE -POLICY LIMIT</td><td>\$ 3,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 3,000,000	E.L. DISEASE -EA EMPLOYEE	\$ 3,000,000	E.L. DISEASE -POLICY LIMIT	\$ 3,000,000				
☒ PER STATUTE ☐ OTHER																			
E.L. EACH ACCIDENT	\$ 3,000,000																		
E.L. DISEASE -EA EMPLOYEE	\$ 3,000,000																		
E.L. DISEASE -POLICY LIMIT	\$ 3,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4894 - Named Insured Includes: Allied Waste Services of North America, LLC - Db: Allied Waste Services of the Twin Cities - Republic Services of the Twin Cities

CERTIFICATE HOLDER

City of Excelsior
339 3rd St
Excelsior, MN 55331-1809
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 1977478

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Please do not bag your recyclables!



We Recycle!



Please make sure your recyclables are **empty, clean and dry** before placing them in your recycling cart.



PLASTICS BOTTLES & JUGS

Water, soda and juice bottles, dish soap bottles, shampoo bottles, soap and lotion bottles, and detergent jugs (empty and clean/rinse, and dry; caps on)



PLASTICS CUPS & CONTAINERS

Yogurt cups, pudding and fruit cups, clear disposable cups (no straws), margarine/whipped cream tubs, cottage cheese and similar containers, clear produce, deli and take-out containers (empty and rinse; lids on)



BOXES (FLATTENED)

Cardboard, cereal, cracker, pasta and tissue boxes, shoe, gift and electronic boxes, toothpaste and other toiletry boxes



CARTONS

Milk cartons, juice cartons, juice boxes, soup, broth and wine cartons (empty and clean/rinse, and dry; caps on)



PAPER

Mail, office and school papers, magazines and catalogs, newspapers and inserts, phone books (clean; staples OK)



METAL

Food cans and beverage cans (empty and rinse; labels OK)



GLASS

Brown, green and clear bottles, jars (empty and rinse; no lids)

Not acceptable at curbside since they...

Damage or Entangle Equipment

- Plastic bags
- Ropes, hoses and chains
- Scrap metal
- Bulk items
- Shredded paper

Harm Workers

- Medical sharps
- Diapers
- Batteries
- Hazardous products
- Propane tanks (all sizes)

Are Not Recyclable

- Foil pouches, bags, wrappers
- Dishes, vases, mirrors
- Plastic straws and utensils
- Glitter or wrapping paper
- Polystyrene foam

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Twin Cities Customer Service: 952.941.5174 | [RepublicServices.com](https://www.RepublicServices.com)

2022 Recycling Collection Schedule

JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28					
30	31												
MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30
MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		
JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2			1	2	3	4	5
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30	31			
31													
SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					
NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

 Holiday - Service is delayed Recycling



Oops!

We noticed non-recyclables
in your cart.

- ☐ Trash (non-recyclables)
- ☐ Paint
- ☐ Food waste
- ☐ Yard waste
- ☐ Furniture
- ☐ Home improvement waste
- ☐ Tires or automotive parts
- ☐ Other _____
- ☐ Thank you for setting out your cardboard. Although it's recyclable, it must be flattened, cut in sections no larger than 3ft x 3ft and bound with string or twine

See reverse side for recycling information.



What can **always** be placed in your recycling cart:



PLASTICS

Plastic containers: kitchen, laundry, bath, soda, water, juice bottles and containers



METAL CANS, ALUMINUM FOIL & ALUMINUM FOIL PANS

Recycle all food and beverage metal cans - steel, tin, bi-metal and aluminum.



CARDBOARD, NEWSPAPER & MAGAZINES

Recycle newspaper inserts, catalogs, paperback books, phone books and brochures.



PAPER FOOD CONTAINERS

Recycle food boxes including juice boxes, ice cream and paper milk containers, and cereal and pasta boxes (remove inside bags).



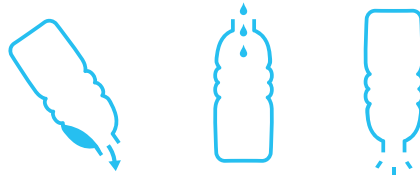
PAPER

Recycle envelopes, office paper, junk mail, greeting cards and file folders. Shredded paper should be put in a paper bag.



GLASS

Recycle brown, green and clear glass.



Empty. Clean. Dry.™

Please make sure your recyclables are empty, clean and dry
before placing them in your recycling cart.

To learn more about recycling,
visit [RecyclingSimplified.com](https://www.RecyclingSimplified.com)

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**Excelsior Residential Solid Waste Collection Services Contract Prices for:
Bulky Waste Items and Electronic Waste Items**

January 2022 Pricing

Bulky waste services

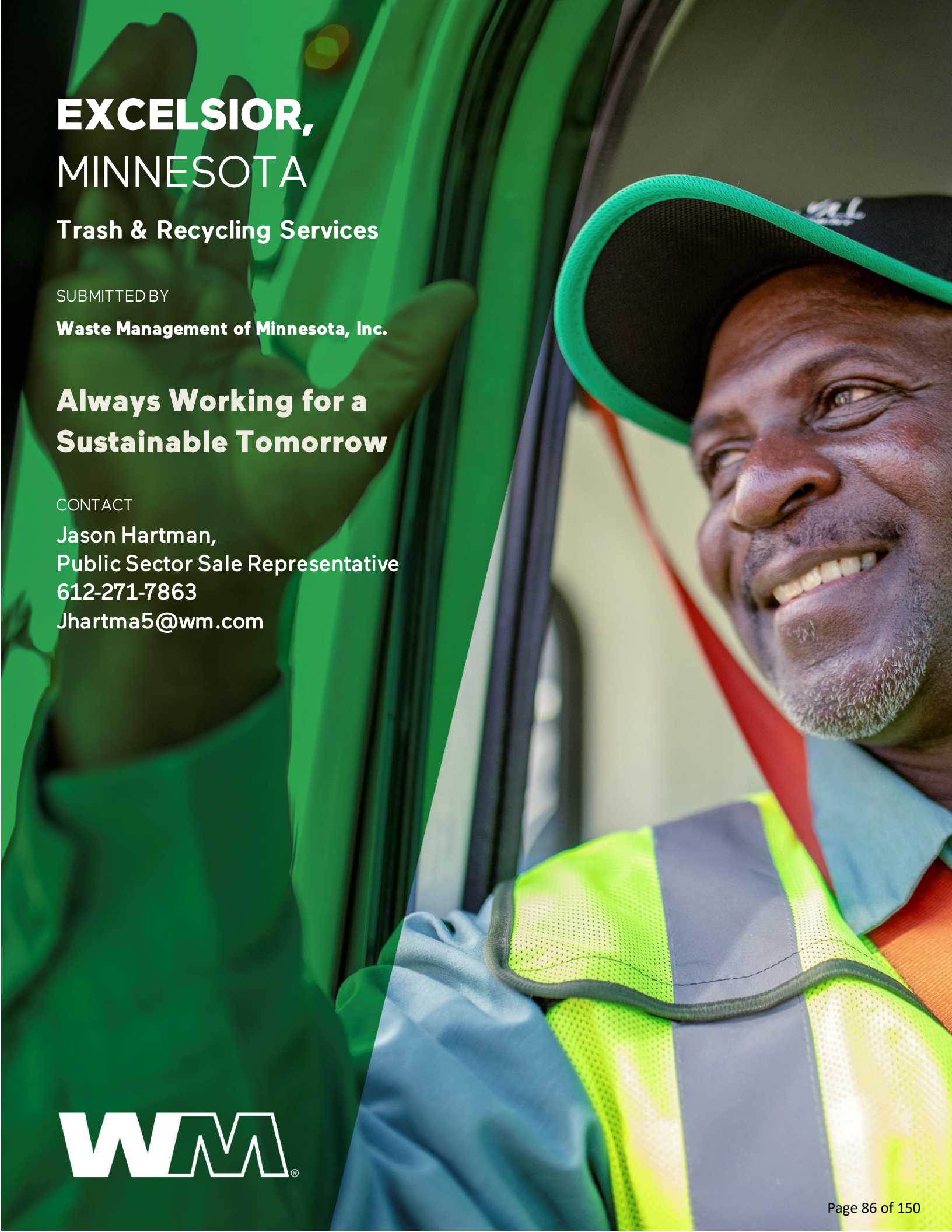
(base collection and disposal services only; may be subject to taxes and fees, not included)

<u>Size</u>	<u>Example Items</u>	<u>Weight</u>	<u>Amt of Metal</u>	<u>Rate per Item</u>
Small items (without Freon)	Small furniture, lawn furniture, lawn mower, ottoman, small chair, bookcase, small table, small desk, wooden chair, end table	less than 50 pounds	n/a	\$35.00
Small items (with Freon)	dehumidifier	less than 50 pounds	n/a	\$35.00
Large appliances (without Freon)	Stove, snow blower, hide-a-bed	More than 50 pounds	More than 50% metal	\$55.00
Large Appliances (with Freon)	Refrigerator, freezer	More than 50 pounds	More than 50% metal	\$55.00
Large furniture	Sofa, love seat, box spring, reclining chair, wooden picnic table	More than 50 pounds	Less than 50% metal	\$55.00
Mattresses	All size mattresses	n/a	n/a	\$60.00

Electronic waste services:

(base collection and disposal services only; may be subject to taxes and fees, not included)

<u>Size</u>	<u>Example Items</u>	<u>Weight</u>	<u>Screen or CRT Monitor</u>	<u>Rate per item</u>
Small items	Computer hard drive, keyboard, VCR, DVD	Less than 20 pounds	No screen or monitor	\$30.00
Large items	Computer monitor, television	More than 20 pounds	With screen or monitor	\$40.00
Extra-Large items	Tube TV's (Must identify type & approx. weight at time of scheduling)	= or > 100 pounds	n/a	\$80.00



EXCELSIOR, MINNESOTA

Trash & Recycling Services

SUBMITTED BY

Waste Management of Minnesota, Inc.

**Always Working for a
Sustainable Tomorrow**

CONTACT

**Jason Hartman,
Public Sector Sale Representative
612-271-7863
Jhartma5@wm.com**





Waste Management of Minnesota, Inc.
Winnetka, MN

December 12, 2021

City of Excelsior

City Clerk/Communications Coordinator Nalisha Williams

Attn: Nalisha Williams

Dear Ms. Williams:

Waste Management of Minnesota, Inc. (WM) is pleased to have the opportunity to provide the City of Excelsior with the enclosed proposal for Solid Waste and Recycling.

Waste Management is the leading provider of comprehensive waste and environmental services in North America. We are strongly committed to a foundation of financial strength, operating excellence, and professionalism. We are proud of the work we do, our dedicated staff, and the customers we serve.

We have a proven track record of providing our customers with waste and recycling programs that meet their goals for diversion, service optimization, and cost reduction. We have implemented programs for more than nearly 20 million customers across North America for whom we provide a variety of environmental solutions such as solid waste, recycling, organics, hazardous waste, and universal waste.

The offerings we provide to our customers clearly differentiate our company from our competitors and demonstrate the value, service, and sustainability solutions we will provide to Excelsior if awarded this contract. As summarized in this response, we offer:

- Competitive pricing
- An Account Manager to manage the day-to-day operations of your waste and recycling services
- Regional Customer Service.
- State-of-the-art technology that increases economic and environmental efficiencies
- Local operations resources – including trucks, equipment, and drivers – with an extensive national research and development network to drive efficiencies

Through our extensive experience servicing customers Excelsior, Waste Management has the expertise and background to help you. We are well positioned to streamline best practices and provide you with reliable waste and recycling service, best-in-class pricing, and economic value-added services.

Waste Management extends our appreciation for allowing us to provide the enclosed proposal to Excelsior. We look forward to your feedback, and if you have any questions or need clarification regarding our proposal or the information provided, please do not hesitate to contact me.

Sincerely,

Jason Hartman, Public Sector Sales Representative

Cell: (612) 271-7863

Email: jhartma5@wm.com

TABLE OF CONTENTS

WHO WE ARE AND WHAT WE DO..... 2

 General Management.....4

 Service Overview5

 Equipment.....6

 Safety: A Core Value for Waste Management6

 Industry-Leading Onboard Technology.....9

 Material Specifications and Delivery Specifications11

 Extraordinary Language.....12

 References.....14

 Proactive Public Education Specific to Excoelsior16

PRICING.....25

EXCEPTIONS.....27

**WM is always
working for a
sustainable
tomorrow.**

Data contained in this proposal represents the most recently published information for Waste Management's wholly owned operations, unless otherwise indicated.



WHO WE ARE AND WHAT WE DO

At WM, we place our customers at the center of what we do every day. We are a team of 48,250 employees motivated by a desire to go above and beyond for our nearly 20 million municipal, commercial, industrial, and residential entities throughout North America for whom we provide a range of environmental solutions, including collection, recycling, disposal, and renewable energy production.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities. Unmatched in geographical reach and ability, our network enables us to manage every aspect of our customers' waste streams.

But, our broad geographical coverage and depth of experience allow us to do so much more. With our team of in-house environmental experts, we assist customers with customized sustainability plans. In response to natural disasters or unforeseen needs, we provide almost immediate support to customers by quickly assembling emergency collection services. And, as North America's leading post-consumer recycler, we navigate a complex international commodity market to safeguard the long-term viability of our customers' recycling programs.

For many customers, the authenticity of who we are and the depth of what we do make us more than just a service provider. We strive to be a long-term partner that our customers can trust by doing things the right way, every day.

DRIVEN BY OUR COMMITMENTS, GUIDED BY OUR VALUES



We are Committed to Our People First

The proud, caring, and resilient members of the WM family are the foundation for our success. We commit to taking care of each other, our customers, our communities, and the environment.



We are Committed to Success with Integrity

Our success is based not only on the results we achieve, but how we achieve them. We commit to being accountable, honest, trustworthy, ethical, and compliant in all we do.



We Value Equity, Inclusion, & Diversity

We embrace and cultivate respect, trust, open communications, and diversity of thought and people.



We Value Our Customers

We place our customers at the center of what we do and aspire to delight them every day.



We Value Safety

We have zero tolerance for unsafe actions and conditions and make safety a core value without compromise.



We Value Our Environment

We are responsible stewards of the environment and champions for sustainability.



Our Core Services and Sustainable Technologies

We are pushing the boundaries of what you can expect from your environmental services provider. A sampling of our core services and sustainable technologies include:

- ✓ **Sustainable Services Tailored for CUSTOMER_NAME:** Every aspect of WM's services is designed with the city of Excelsior in mind. Our fleet of trucks is loaded with technologies that minimize environmental impacts for your community and proactively monitor service quality and vehicle safety. Customers can also choose how and when to interact with us - we are available by phone, email, online chat, and offer 24/7 account management at wm.com and with our WM Mobile App.
- ✓ **Recycling:** WM has been leading change in the recycling industry for over three decades and we are committed to growing recycling. We manage more post-consumer recyclables than any other company in North America and over the past four years we have invested more than \$400 million to upgrade our recycling infrastructure and equipment. In 2020, we processed 15.03 million tons of recyclables. This number represents a 50% increase in recycling tons processed since 2010.
- ✓ **Waste-Based Energy:** At WM's 146 landfill gas-to-energy facilities, we capture methane and use it as an alternative to fossil fuel-generating electricity that is sold to local utilities and also converted into natural gas fuels. Natural gas fuel produced from processed landfill gas has helped to reduce our fleet emissions by 43% since 2010.
- ✓ **Hard-to-Handle Materials:** WM offers several programs to help our customers dispose of hard-to-handle waste streams, including paint, automotive products, flammable and combustible items, batteries, electronic, and medical wastes.

ALWAYS WORKING FOR A SUSTAINABLE TOMORROW

Over the past year, WM has led across several areas that impact our customers, environment, and people.

WE VALUE OUR CUSTOMERS



Industry's largest network of collection operations, recycling, and disposal facilities

Embracing **customer service digitalization**, making interactions with customers in real time



Completed acquisition of Advanced Disposal, growing WM's footprint and adding 3 million new customers

WE VALUE OUR ENVIRONMENT

By the end of 2020, 53% of our collection fleet had transitioned to compressed natural gas, avoiding millions of gallons of diesel fuel use per year and comprising **the largest heavy-duty natural gas fleet** of its kind in North America

Over \$100M invested in recycling infrastructure, with \$200M earmarked for 2022



Protected ~15,00 acres of wildlife habitat and planted more than 50,000 trees on public lands

OUR PEOPLE FIRST

Launched program to cover 100% of employees' and their dependents' college tuition

Convened **Inclusion, Equity, and Diversity (IE&D) Leadership Council** to evaluate IE&D policies, practices, and procedures



Established new goals to **achieve ethnic, racial diversity** in workforce by 2025 greater than or equal to estimated availability of minority talent in marketplace

Guaranteed pay for 40 hours/week for all full-time, hourly employees regardless of COVID-19-related service decreases

General Management

Describe the management structure of your company, including local decision-making authority related to this Contract.



Your Local Team

For this contract, you will benefit from a single point of contact, Jason Hartman, who will work directly with you to so that you receive the best service. You may reach Jason at: (612) 271-7863; email: jhartma5@wm.com.

Senior District Manager Dan Behnke will be available to address any issues that may arise by phone or voice mail. He can be reached at (320) 485-4061 or by email dbehnke@wm.com

Additionally, Excelsior may contact **Grant Hinkelmann, Excelsior's Route Manager**, at (952) 217-1249 or by email at ghenkel@wm.com.

Drivers

Our Winsted Hauling District has over 30 drivers.

Customer Service

Customer calls will be answered by customer service representatives Melanie, Brenda or Danielle (320) 351-7831 at our site in Sauk Center. Our customer service operates Monday through Friday 7 am to 4:30 pm. The site is closed on all major holidays.

Service Overview

Solid Waste

Waste Management will provide once a week solid waste collection from residential structures - as defined in the RFP - within the corporate City limits and boundaries of the City of Excelsior.

We will use CNG- powered Automated Side Load Trucks. See example to the right.

Waste Management will operate Automated Side Load (ASL) CNG trucks to provide automated curbside trash collection. We will give residents four cart options: 96-, 64-, 35- carts with green lid. Residents must place their trash carts at the curb no later than 6:30 a.m. on their service day. The trash cart should be placed at the curb with handles facing the house. Allow 4 feet between each cart and other items to allow space for automated arm of each truck to operator. Container should be completely closed and weight should not exceed 200 pounds. The cart should not contain hazardous materials or construction debris. Material will be taken to Spruce Ridge Landfill which is owned by Waste Management.



Collection will not take place on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Recycling

Waste Management will provide bi-weekly residential recycling material collection and will operate weekly fully automated curbside recycle collection with ASL trucks. We will utilize 96-gallon carts with a yellow lid where residents should place all standard recyclables together, no sorting or bagging. Please rinse cans, bottles and containers. Residents may request 64 or 35-gallon carts. Residents must place their recycle carts at the curb no later than 6:30 a.m. on their service day. All material collected will be taken to either Dem-Con (which we just renewed a 5- year contract) or the Waste Management Twin Cities MRF that is owned by Waste Management.

We will provide monthly reports for recyclable materials to the City's Recycling Coordinator.

Collection will not take place on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Yard Waste

Waste Management will provide weekly residential yard waste collection and will operate weekly fully automated curbside yard waste collection with ASL trucks. Collection will take place from April 15th through the last full week in November (weather permitting). WM will supply each home with a 96- gallon yard waste cart. Residents who may have more yard waste than the cart will hold may use compostable bags for additional material. Acceptable yard waste is leaves, grass clippings, sticks and twigs under 4' long and 2" in diameter, pinecones, acorns and garden & plant waste. Unacceptable waste includes rocks, sod, dirt and large branches and tree trunks. Material will be taken to the Mulch Store where we have a long term agreement.



Organics

Waste Management will provide weekly curbside organics pickup from April 1 thru September 30 and bi-weekly pickup from October 1 thru March 31. Residents who opt in for service will be supplied with either a 35 or 64 gallon cart. Organic material includes Produce, Meats, Dairy products, Plants, Bakery Goods, soiled Paper and compostable serviceware. Material collected will be taken to SMSC who has a contract with Hennepin County.

Equipment

Make	Model	Year	Arm	GVW	Axels
Mack	ZR	2017	ASL	26.5 tons	3
Mack	ZR	2018	ASL	26.5 tons	3
Mack	ZR	2018	ASL	26.5 tons	3

Safety: A Core Value for Waste Management

It is our duty to take every sensible step to prevent injuries in the workplace and return our employees home safely every night. Likewise, Excelsior and all of the communities we operate in depend upon us to safely collect, process, and dispose of their wastes while being mindful of our actions in their neighborhoods to protect the environment that we share.

Therefore, safety is not just a priority for Waste Management - because priorities often change - safety is a core value for our company. We understand the magnitude of the responsibility we have and strive to confirm that each task, piece of equipment, and company policy and procedure reinforces safe actions and behaviors.



Providing the safest possible service starts with our employees and establishing a culture for them that is grounded in safety. We do this through:

- **Hiring the Right Employees:** Our diligent pre-employment screening process includes a comprehensive background check, fingerprinting, and drug testing. All candidates and employees are subject to Waste Management's Drug and Alcohol-Free Workplace Policy, which includes regular, ongoing screenings for employees who operate company vehicles.
- **New Hire Training:** Regardless of prior relevant experience, all new drivers participate in new hire training at one of our regional Driver Training Centers. Through this two-week immersion training experience, drivers learn safety rules, procedures, vehicle inspections, safe lifting, and DOT required safety curriculum. In total, each newly hired driver undergoes more than 80 hours of training both in classrooms and behind the wheel with an experienced driver.
- **Ongoing Training:** Every morning, each of our drivers attends "tailgate" meetings where relevant and time-sensitive safety topics are often discussed. Monthly safety training series are also held and provide employees additional time to go in-depth on new or key safety topics. Observation behavior assessments are conducted regularly by route managers and driver trainers and provide on-the-job assessments to evaluate driver knowledge, operating behaviors, and compliance with safety rules and best practices.

Waste Watch®: Collaborating with Law Enforcement for Safety



Serving the same locations each week allows Waste Management drivers to become familiar with their routes and areas. Our Waste Watch program leverages this advantage by formally teaching our drivers how to observe and report suspicious activity or an emergency situation to law enforcement.

Waste Watch-certified drivers participate in a formal training program administered in collaboration with local public safety and law enforcement officers. Over the past decade, Waste Management drivers throughout the U.S. and Canada have reported suspected crimes and assisted with emergencies caused by car crashes, house fires, and pedestrian accidents.

Industry-Leading Safety Technology

Our fleet's technology needs are specific to the services we perform, requiring us to custom develop and implement advancements based on what matters most to Waste Management - our partners and customers and our ability to deliver safe and efficient collection services with outstanding customer service.

- **DriveCam®:** One of the safety innovations onboard our trucks, DriveCam goes beyond traditional dashcams by pairing machine vision with artificial intelligence to identify risks as they occur on the road and respond to the driver with real-time coaching. DriveCam is mounted on the windshield of the interior cab with cab-facing and road-facing cameras. When an unsafe condition is detected, such as critical following distance, lane departure, or imminent collision, the device visually and audibly alerts our drivers, providing an opportunity for self-correction.
- **Back Up Cameras:** Our trucks have back up cameras that provide a view of the area behind the truck whenever the truck is in reverse. This reduces the potential for backing accidents and enhances pedestrian safety.
- **eRouteLogistics®:** eRouteLogistics software on each trucks' onboard computing system takes into account traffic patterns in the community through GPS – giving us the ability to modify routes in real time so our trucks avoid congested areas or ongoing community events.



Additionally, all Waste Management trucks come standard with safety features such as electric heated rear view mirrors, BusBoy mirrors for unrestricted views of the area in front of the truck, side floodlights to illuminate both sides of the truck, and heavy duty disc brakes that exceed all applicable Federal Motor Vehicle Safety Administration requirements.

Safety: A Commitment to Our Customers and Our Employees

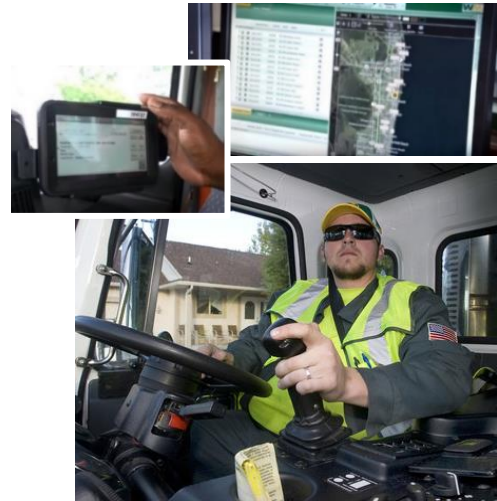
There may be no other consideration as important as safety when selecting a service provider for your home, your place of work, or your community. Without a doubt, safety matters. It is no surprise that after a tragedy most will say that as long as their family is healthy and safe, nothing else matters - material items can always be replaced.

At Waste Management, we all recognize safety as a core value - from our local District Manager to the drivers, mechanics and staff who represent each district. With a constant focus on and meaningful investments in training, technologies, maintenance and continuous improvement, we will deliver safe and reliable collection services that protect the cities we serve, the people we employ and the environment we share.

Industry-Leading Onboard Technology

Waste Management is committed to continuously investigating and investing in technologies. In accordance with this philosophy, a decade ago Waste Management created a dedicated team to research and invest in new technologies. Our Corporate Venturing Team has become the industry's experts when it comes to experience in evaluating new technologies and systems in the waste industry.

Our fleet technology needs are specific to the services we perform, requiring us to custom develop and implement advancements based on what matters most to Waste Management - our partners and customers and our ability to deliver safe and efficient collection services with outstanding customer service.



Onboard Computing System Provides Real-Time Driver Feedback

Our fleet of trucks for Excelsior is equipped with our onboard computing system (OCS), which enhances communication between our operations and customer service teams. OCS replaced paper route books with electronic route sheets that are updated in real time. Collection drivers see all stops and service tickets on their touch screens, which can be updated remotely and in actual time by our route managers and dispatchers. Drivers use their OCS to log completion of each service performed. OCS is also a key tool for noting and communicating route exceptions such as blocked containers, extras, and contamination.

The primary benefits of OCS are:

- **Service exceptions:** When a driver encounters a condition that prevents providing service or requires a service beyond emptying a container, such as removing extras and noting contamination, he or she touches the "service exception" button, which triggers an "exception" pick list on the display. Drivers touch the role containing the appropriate service exception.
- **Proactive Customer Communication:** Drivers document any issues associated with attempting to service the customer account, including carts not being out, blocked access or ancillary pickups. This allows us to proactively address issues with our customers and prevent inconveniences, such as a missed collection.



Technology for Efficiency, Communication, Safety

Our OCS is complemented by the following industry-leading software and technology for real-time routing, dispatch communication, and safety:

- **eRouteLogistics®:** This mapping and routing software system is used to develop and modify routes that takes into account traffic patterns in the community, vehicle capacity, location of disposal sites, and travel times to create the most efficient routes possible.
- **Plan Versus Actual (PvA) Technology:** This software identifies routes that may be running behind a typical schedule that customers are accustomed to, enabling Waste Management to proactively redistribute routes to prevent missed or late pickups.
- **Onboard Computer System Dispatch (OCSD):** This in-office software connects dispatch and route management to the driver's OCS. Modifications are made in real-time and instantly appear on drivers' tablets so that any potential for service disruption is eliminated.
- **DriveCam®:** Each Waste Management truck cab is equipped with a forward-facing camera constantly recording everything that happens. Whenever there is a sudden movement, such as hard braking, swerving, or a collision, the camera automatically saves a 12-second section of video. Once an event is captured, information is sent to Waste Management route managers for performance coaching with the driver.
- **Back Up Cameras:** Our trucks have back up cameras that provide a view of the area behind the truck whenever the truck is in reverse. This reduces the potential for backing accidents and enhances pedestrian safety.

The Power of Our People and Technology

State-of-the-art trucks alone are not enough to meet expectations. Through our comprehensive operations framework, Service Delivery Optimization (SDO), we harmonize the technology used onboard our trucks with our logistics management processes, and the skills of our drivers. With technology, processes and people working in sync, we are able to maximize safety, customer service, and efficiency while collecting Excelsior routes.

Leading Safety with Onboard Technology Advancements

Maximum Idle Time Limit	After five minutes, engines turn off to reduce fuel consumption and exhaust emissions.
Electric Heated Rear View Mirrors	Provides fog and frost-free view of both sides of the truck. Mirrors are adjustable electronically from the driver's seat to provide an unrestricted view of the sides and rear on the truck.
Trapezoidal Side Lights	Floodlights located halfway down the side of the body come on automatically when the truck is in reverse. Bright flood lighting illuminates both sides of the truck and roadway providing added safety.
LED Strobe Lights and Flashers	Enhances rear of truck visibility for approaching motorists. Improves safety for helpers while working at the rear of service trucks.
Reflective Signage/Striping	Highly reflective rear of vehicle striping and signage to provide exceptional visibility when approaching trucks from the rear during nighttime hours.
Heavy Duty Disc Brakes	Provide the best stopping distance for heavy trucks in the industry. Exceeds all applicable Federal Motor Vehicle Safety Administration requirements.

Material Specifications and Delivery Specifications

As a society, we know that recycling is important, it's something that we really want to do, but in order for recycling to make an impact, we have to recycle right. Today's most successful and sustainable recycling programs place emphasis on the value of the materials accepted – we must ask ourselves, does this material have a viable market? If the answer is yes, we must also ensure the material we're recycling is properly prepared, clean, and free from contamination.

Our list of acceptable material is reflective of today's market reality and includes only materials that meet industry quality standards and have viable market demands. However, due to the length of our Contract with Excelsior, it's important to allow for the possibility that this list may need to be adjusted at some point over the next 5 years. Contract language must support our collective need to make changes to material accepted in order to respond to global market demands, as well as, protect the quality of material we process.

Ability to Dispose of Materials Where There is No End Market

In order to successfully sell the material, we collect, we must remain flexible and responsive to market shifts in material type and quality. The market has shown in the past few months, that there will be extended periods of time, where the demand of for a specific material ceases to exist either temporarily or permanently. These shifts in the market are uncontrollable events that our industry cannot influence. Even the highest quality, contamination free bales of material must have a sustainable end-market in order to truly be recyclable. In this type of scenario, Waste Management must have the ability to dispose of materials for which there are a lack of buyers or markets.

The Current State of Recycling

The global recycling landscape is changing rapidly. We are all consuming differently than we were just 30 years ago. Much of what we purchase is now in single servings and we love pouches for our on-the-go lifestyle. From food to electronics, we use a plethora of plastics, and we accumulate a lot of cardboard boxes from online shopping. In the past 20 years we have seen a surge in curbside programs – both in volumes and material diversity. At the same time, China accommodated the growth in recycling programs and became the largest consumer of our recyclable material. In fact, 30 percent of the world's recyclables were imported to China in 2016. Our recyclables fueled a growing Chinese economy, serving as a valuable feedstock for everything from fleece jackets to shoe boxes.

But things have continued to change. China's growth and bustling manufacturing operations had major implications on their natural environment and in response they have set aggressive environmental goals including major reductions in carbon intensity, restoring water quality, and implementing their own nationwide recycling program. This also means that China is becoming increasingly selective about the quality of materials they allow to be imported into their country and as of early 2018 they have begun enforcing a new 0.5 percent contamination limit on imported recyclables in addition to Operation Blue Sky, a screening effort to enforce their new policies. China has announced a plan to eliminate imports of all post-consumer recyclables by 2021, and they appear to be taking steps to move down this path.

As China moves forward with import restrictions, the global recycling industry has had to quickly adjust to the new reality of recycling and this is no longer just a "China" market issue – this is a global market issue. The bottom line is simple - regardless of where our recyclables go to be processed, the materials we send to market must be clean and free from contaminants and there must be a demand for these specific materials. Simply putting anything and everything into a recycling cart doesn't count as recycling.

We are only offering a sustainable recycling program when the material we collect can be made into new products and displace the use of virgin materials.

Impact of global market conditions on local recycling programs: China's import restrictions have eliminated the world's largest market for mixed paper and mixed plastics, forcing recyclers to find a new home for over 13 million tons of materials per year. This over-supply of material ultimately impacts all curbside collection programs since paper and plastics are now competing for limited markets – and these markets now have the ability to purchase only the highest quality of materials available with no contamination. As the largest volume of material recycled, finding new markets for paper is critical.

Extraordinary Language

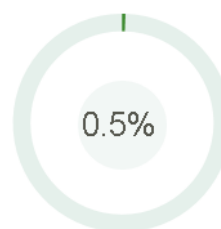
In recent years, the recycling markets have shown us time and again that similar to oil, recyclables are a volatile commodity in a global market. The value of the material we process and how much it costs to transport and process that material can be impacted by everything from the world economy, political sanctions and regulatory changes, to the introduction of new fees and taxes levied by government entities or regulatory agencies, and by a host of extraordinary circumstances beyond the control of our Company. In such circumstances, we are able to protect the continuity of curbside programs by maintaining our ability to adjust rates to reflect the true cost of providing recycling collection and processing services.

What is Contamination?

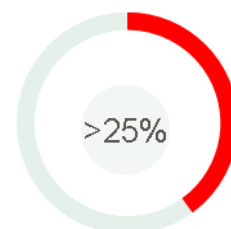
Every day, Waste Management collects and sort tons and tons of recyclables. However, nationally, on average, 25 percent of all items recycled are actually trash - things like plastic bags, yard waste, hoses, and wires. This creates an enormous problem called recycling contamination. Recycling contamination happens when trash ruins otherwise good recyclables. For example, food or liquids placed in recycling will saturate paper and cardboard. Once contaminated, these recyclables can no longer be recycled and they become trash.



1 in 4 items placed in a recycling cart is not recyclable!



% Contamination Enforced by China



Avg. Contamination % in Our MRFs

Why it is So Important to Recycle Right

In the midst of these challenges, we must remember to pause and think about why we recycle. We recycle to reduce our environmental impacts in a socially and economically responsible way. Recycling reduces greenhouse gas emissions, conserves resources, saves energy, and reduces landfill usage. Contamination threatens that by preventing thousands of tons of recyclables from ever seeing a second life. This, in turn, negatively impacts value and demand of recyclable materials, which dictates the growth of recycling infrastructure and the expansion of collection programs at the local level. The sustainability of all recycling programs is dependent upon collecting high quality recyclable materials free of unacceptable materials.

In order to overcome this, we must work in close collaboration with our customer partners – municipalities, businesses, education institutions, and residents - to confirm that both new and established recycling programs are sustainable given today's realities. We must all work together to develop local, effective solutions for this global problem.



Collecting materials is not the same as recycling them. It's only when a material is recycled into something else that we realize the economic and environmental benefits. Anything short of this, and we're simply creating a problem that results in a negative environmental impact. To allow our local recycling programs to remain viable, workable operations, Waste Management has had to take proactive steps to help our customers understand the new recycling paradigm and how local actions have global impacts. Therefore, the previously stated recyclable specifications are of the utmost importance when educating your residents/students/employees about what to recycle, but also about what not to recycle. Again, when in doubt, throw it out.

The following list of items represents the current materials currently being accepted by Waste Management as recyclables. This list may expand or contract due to market conditions.

Contamination may result in additional fees.

Recyclables must be dry, loose (not bagged), and include ONLY the following:	
Aluminum cans – clean and empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – clean and empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – clean and empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Magazines, glossy inserts and pamphlets	
Plastic containers with symbols -#5 – empty (no expanded polystyrene), empty	Glass food and beverage containers – brown, clear, or green - empty
Aseptic cartons and gabletop containers	

Non-recyclables include, but are not limited to the following:	
Plastic bags and bagged materials (even if containing Recyclable Materials)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered along with #3, #4, #6 & #7 plastics
Expanded polystyrene	Coat hangers and Wire
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi- laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclables or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries, Aerosol cans

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of the city of Excelsior may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

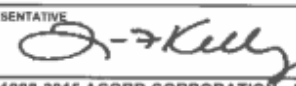
Waste Management reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Waste Management may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials. Waste Management may invoice the city of Excelsior for all costs, losses and expenses incurred with respect to such non-conforming Single Stream Materials including costs for handling, processing, transporting and/or disposing of such non-conforming materials, which charges may include an amount for Waste Management's operating or profit margin. Without limiting the foregoing, Waste Management may bill the City of Excelsior a contamination charge.

References

City Name	Services	Dates
Royalton	MSW & Recycling	2013 thru present
Kimball	MSW & Recycling	2015 thru present
Albany	MSW, Recycling, Yard Waste	2018 thru present
Freeport	MSW, Recycling & Yard Waste	2018 thru present
Dassel	MSW & Recycling	2014 thru present
Litchfield	MSW, Recycling & Yard Waste	2006 thru present
Winsted	MSW & Recycling	2002 thru present
Southside Township	Recycling	2015 thru present
Rockford	MSW, Recycling & Yard Waste	2004 thru present
Cokato	MSW, Recycling & Yard Waste	2004 thru present
Green Isle	MSW & Recycling	2001 thru present
Glencoe	MSW	1995 thru present
City of Orono	Recycling	1992 thru present

Insurance Certificates

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/18/2021			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 Houston TX 77042		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:					
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT 39864 S HIGHWAY 71 SAUK CENTRE MN 56378		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A: ACE American Insurance Company		22667			
		INSURER B: Indemnity Insurance Co of North America		43575			
		INSURER C: ACE Fire Underwriters Insurance Company		20702			
		INSURER D: ACE Property & Casualty Insurance Co		20699			
		INSURER E:					
		INSURER F:					
COVERAGES		CERTIFICATE NUMBER: 18023596		REVISION NUMBER: XXXXXXXX			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR (HSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU INCLUDED ☒ ISO FORM CG00010413 GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y	Y	HDO G71572985	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (If a occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRE AUTOS ONLY ☒ MCS-90 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	MMT H25308645	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	XOOG27929242 006	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLR C6781180A (AOS) WLR C67811768 (AZ,CA & MA) SCF C67811847 (WI)	1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	☒ PER STATUTE ☐ OTHER EL EACH ACCIDENT \$ 3,000,000 EL DISEASE - EA EMPLOYEE \$ 3,000,000 EL DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25308608	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMPENL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.							
CERTIFICATE HOLDER 18023596 FOR INFORMATION PURPOSES ONLY				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2016/03)

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Proactive Public Education Specific to Excelsior

Preserving natural resources and virgin materials through recycling is at the heart of what our customers, communities, and Waste Management want to accomplish. It is a key component of our business and it is what you, our customers, are requesting. But, recycling simply must be both environmentally and economically sustainable. By cleaning up collection, reducing contamination and limiting what we place in our carts to material that has a reliable market and can be reprocessed into new products, we can reduce the risk of recycling programs. A global effort is underway to move the needle in a more sustainable direction, and we know that this process starts with addressing contamination.

Waste Management has dedicated manpower and made a significant investment in our Recycle Right education program. The comprehensive, complimentary offerings found on the Recycle Right website provide tailored tools for everyone from residents to businesses to educators to property managers as well as our government customers. Recycle Right is successful at getting customers to change their recycling habits because we:

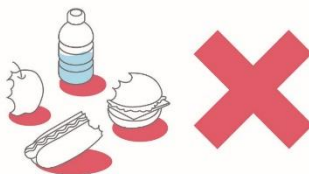
1. Clearly define the problem (recycling confusion and contamination)
2. Simplify the message – we use 3 simple rules (see following graphic)
3. Give consumers a reason why they should do something

REMEMBER THESE THREE RULES TO RECYCLE RIGHT

Knowing these rules and putting them into practice during your recycling journey will help you recycle more efficiently. And it will help to ensure everything that makes it into your bin finds a second life.



Recycle clean bottles, cans, paper, and cardboard.



Keep food and liquid out of your recycling.



No loose plastic bags and no bagged recyclables.

These customer-specific tools and resources recognize that recycling presents different challenges in different environments. Multifamily property managers need tools that are formatted in a way that makes it easy for them to educate residents - a “what goes where” doorhanger or a new resident welcome letter, while a business may really benefit from posters designed specifically for break rooms or desk side recycling tips.

Based on community-based social marketing precepts, the Recycle Right program includes educational videos, printed inserts, posters, bin decals and bookmarks, a robust social media campaign, elementary school resources that include a STEM-approved Curriculum for K-Five, and other interactive tools you can use to make recycling sustainable for future generations. Examples of current materials include:

Home	Property Management	Business	Schools	Municipalities
✓ Recycling Get Started Guidelines, Posters, and Container Labels ✓ Tips for Streamlining Recycling at Home ✓ Videos designed to help customers set up successful at home recycling programs ✓ Family recycling activities	✓ Recycling Get Started Guidelines, Posters, and Container Labels ✓ Multifamily Recycling Setup Checklist ✓ Customizable Multifamily Newsletters ✓ New Resident Welcome Letter ✓ Recycling Doorhangers ✓ Staff Recycling Training Factsheet	✓ Recycling Get Started Guidelines, Posters, and Container Labels ✓ Tips for employee engagement ✓ Steps for setting up office place recycling ✓ Widgets linking to educational videos - these can be posted on business webpages to help cross-promote Recycle Right resources ✓ Resources for how to recycle without using plastic bags	✓ Educational curriculum designed for grades K-5, including: ✓ Lesson plans ✓ Activities ✓ Worksheets and lesson extensions ✓ Videos ✓ Posters and Container Labels	✓ Recycling Guidelines, Posters, Container Labels and Resident Mailings ✓ Widgets linking to educational videos - these can be posted on municipal webpages to help cross-promote Recycle Right resources ✓ Social media tools ✓ Cart tags

We are constantly adding new tools and resources to our Recycle Right education program and have designed the program to be an ongoing resource for our customers with fresh materials and content appearing regularly. A valuable part of the Recycle Right website, in addition to the tools and resources, is what we call Recycling 101. Here, visitors can easily find what items are acceptable to recycle or dig into some common recycling myths to ensure that you are recycling right.

wm.com/recycleright

Waste Management firmly believes in education – it is the foundation of everything we do regarding recycling. We invest to leverage all communication channels and maximize those channels to best fit our customers.

On the following page is an example of a Recycle Right poster available to you on wm.com/recycleright:

RECYCLE RIGHT

✓ ALWAYS RECYCLE / RECICLE SIEMPRE



Plastic Bottles & Containers
Botellas y envases de plástico



Food & Beverage Cans
Latas de alimentos y bebidas



Paper
Papeles



Flattened Cardboard & Paperboard
Cartón y cartulina aplastados



Glass Bottles & Containers
Botellas y envases de vidrio

✗ DO NOT INCLUDE IN YOUR MIXED RECYCLING CONTAINER / NO INCLUIR EN SU CONTENEDOR DE RECICLAJE MIXTO



NO Food or Liquids
NO comida o líquidos



NO Foam Cups & Containers
NO vasos y recipientes de poliestireno



NO Loose Plastic Bags, Bagged Recyclables or Film
Empty recyclables directly into your cart
NO bolsas y envolturas de plástico sueltas, o materiales reciclables embolsados
Vací directamente los materiales reciclables en nuestro carrito



NO Batteries – check local drop-off programs for proper disposal
NO baterías - Verifique los programas locales de entrega para su correcta eliminación



NO Green Waste
NO desechos verdes



NO Clothing, Furniture & Carpet
NO ropa, muebles y alfombras

To Learn More Visit:
Para más información, visite:
wm.com/recycleright



© 2019 WM Intellectual Property Holdings, LLC. The Recycle Right recycling education program was developed based upon national best practices. Please consult your local municipality for their acceptable materials and additional details of local programs, which may differ slightly.

A Dynamic Duo - Education and Enforcement

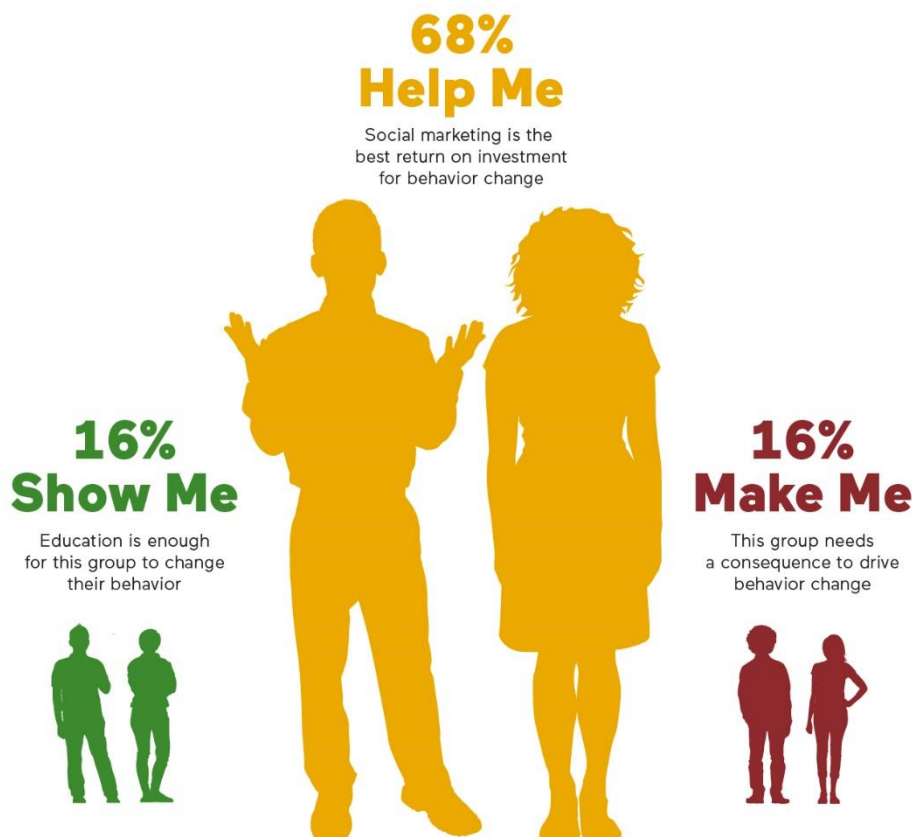
Contamination in the recycling stream impacts everyone - customers, cities, collectors, and processors. Together, we can solve this problem by increasing customer access to education and consistently enforcing recycling guidelines.

It is no surprise that roughly 80 percent of consumers want, and try, to do the right thing when it comes to recycling and the remaining nearly 20 percent are responsible for most of the contamination. Using research conducted for prior community-based social marketing programs, we have identified three unique customer groups: Show Me, Help Me, and Make Me customers, and have developed targeted education and messaging for each.

The Show Me and Make Me customers understand recycling but occasionally need prompts to consistently recycle right. We have developed a suite of tools for them, but the newest includes our videos on wm.com/recycleright, in the Recycling in Action section. These five, 30-second videos show customers how to set up recycling systems in their homes and reduce contamination. Another prompt involves tagging carts that contain trash or contamination. Research indicates that providing education is very effective in changing behavior – we address the behavior where we want that behavior to change.

Changing Recycling Behavior

Adapted from Everett Rogers, Jay Kassiner, Mike Rothchild, David Ward, Kristen Cooley



For our “Make Me” customers, consequences and levers need to be enforced, so when necessary, we will take action at the source through proactive monitoring. Our drivers who are the first line of defense in identifying contamination issues will perform recycling audits and when contaminated containers are identified, they will take action which may include:

- Taking a picture of contaminated materials
- Making a note of the contamination issue in our onboard computing system so your Account Manager can follow up with your designated contact to develop a proactive education plan
- Leaving a contamination notice on the container
- Depending on the level of contamination, the driver may or may not service the container, and fees for contaminated containers may be assessed

As a service provider, Waste Management values the trust communities place in us to process and recycle materials responsibly and keep recycling economically sustainable. Our first efforts are always to educate and share recycling tips at every opportunity. Our Recycle Right education program has tips and tools to give customers the knowledge to reduce and eliminate contamination.

Given that our overriding goal is to make recycling work; and realizing that not all constituents will embrace that goal, we will be transparent in our attempts to prompt consumers to recycle right.

While we have expanded recycling education, we have also adopted consequences for not recycling properly to drive behavior change. Together, we need to keep reinforcing the message about the importance of recycling the right things correctly. Waste Management will continue to help educate customers to reduce contamination - and we also will take necessary steps to seek the recovery of increased costs to keep recycling economically sustainable. Every community and every recycler is impacted. Recycling is truly undergoing a paradigm shift that requires all of us to work together to reduce contamination. We want to help you engage your residents to help find solutions and maintain their trust in the recycling process.

Below are examples of recycling and organics education:



What is Contamination?



NO Plastic Bags In Recycling



NO Food Waste And Liquids



NO Electronics & Small Appliances



NO Textiles, Bedding, Rugs & Carpet



NO Tanglers, Holiday Lights, Hangers & Extension Cords



NO Loose Plastic Bags, Film/Sheeting & Flexible Film Packaging



NO Paper Napkins, Plates, Cups & Tissue



NO Polystyrene Foam



NO Scrap Metal, Auto Parts & Tires



NO Concrete, Wood or Construction Debris



NO Green Waste (Grass, branches & leaves)



NO Batteries or Needles in the Recycling or Trash



**RECYCLE OFTEN.
RECYCLE RIGHT.**



Always recycle:

Recicle siempre:



Plastic Bottles & Containers
Botellas y envases de plástico



Food & Beverage Cans
Latas de alimentos y bebidas



Paper
Papeles



**Flattened Cardboard
& Paperboard**
Cartón y cartulina aplastados



Food & Beverage Cartons
Cartones de alimentos y bebidas



Glass Bottles & Containers
Botellas y frascos de vidrio

Do NOT include in your mixed recycling cart:

NO incluya en su contenedor de reciclaje mixto:



NO Food or Liquids
NO comida o líquidos



NO Foam Cups & Containers
NO vasos y recipientes
de poliestireno



NO Clothing, Furniture & Carpet
NO ropa, muebles y alfombras



**NO Loose Plastic Bags,
Film or Bagged Recyclables**

Empty recyclables directly into
your cart.

NO bolsas y envolturas de
plástico sueltas, o materiales
reciclables embolsados

Vacié directamente los materiales
reciclables en nuestro carrito



NO Batteries or Needles in the Recycling or Trash

Batteries and needles pose safety risks for our employees.
Check for local drop-off programs for proper disposal.

NO arrojes pilas o agujas en el reciclaje o la basura

Las pilas y las agujas presentan riesgos de salud para nuestros
empleados. Puede visitar los programas locales de entrega para
su disposición adecuada.

© 2018 WMI Intellectual Property Holdings, LLC. The Recycle-Often, Recycle-Right® recycling
education program was developed based upon national best practices. Please consult your local
municipality for their acceptable materials and additional details of best practices, which may differ slightly.

To Learn More Visit:
Para más información, visite:
RecycleOftenRecycleRight.com

#Recycling101



Examples of contamination tags.

CONTAMINATION NOTICE

AVISO DE CONTAMINACIÓN

Account Address (Dirección de la cuenta): _____

Date/Fecha: _____

Your recycling container is determined to be contaminated with materials that are not accepted in the recycling program.
Se ha determinado que su contenedor de reciclaje está contaminado con materiales que el programa de reciclaje no acepta.

☐ Plastic Bags & Materials in Plastic Bags
Bolsas de plástico y materiales dentro de plásticos

☐ Furniture & Carpet
Muebles y alfombras

☐ Foods or Liquids
Alimentos o líquidos

☐ Clothing & Textiles
Ropa textil

☐ Glass or Yard Waste
Vidrio o desperdicio de jardín

☐ Other (fill): _____

☐ Your container was contaminated but collected. You may receive a contamination charge.
Su contenedor estaba contaminado, pero fue recolectado. Puede que reciba un cargo por contaminación.

☐ Your container was substantially contaminated and had to be picked up by a trash truck. You may receive an additional charge as a result of handling this contamination.
Su contenedor estaba muy contaminado y tuvo que ser retirado por un camión de basura. Puede que reciba un cargo adicional por el manejo de esta contaminación.

If you have any additional questions about what can and can't be recycled, please visit www.RORR.com.
Si tiene preguntas adicionales sobre lo que se puede o no reciclar, visite por favor www.RORR.com.

Contamination Policy
To avoid future notices and fees, make sure to sort your recyclables according to recycling guidelines. Recycling containers are considered contaminated if they include solid waste (trash), organic and waste materials, or other non-recyclable materials.

Política de contaminación
Para evitar futuras notificaciones y cargos, asegúrese de colocar sus materiales reciclables según corresponde. Los contenedores de reciclaje se consideran contaminados si incluyen residuos sólidos (basura), desechos orgánicos o materiales no reciclables, u otros materiales no reciclables o materiales contaminados.




© 2014 WM Industrial Property Holdings, L.L.C. #recycling101




Your recycling has garbage in it.

Hay basura en su reciclaje.

We found one or more of the following items:
Encontramos uno o más de los siguientes artículos:

- ☐ Recyclables bagged in plastic bags.
Artículos reciclables en bolsas de plástico
- ☐ Dirty/wet items (like food and liquids left in your recycling).
Artículos mojados y/o sucios (no deje alimentos o líquidos en sus artículos reciclables)
- ☐ Non-recyclable items (like garden hoses or propane tanks).
Artículos no reciclables (como mangueras de jardín o tanques de gas propano)
- ☐ Other (fill): _____

When in doubt, leave it out.

Si tiene alguna duda, déjelo afuera.

Your Waste Management Driver - Su conductor de Waste Management

☐ An overflowing or spilled garbage can is used as a temporary storage area.
Un cubo de basura desbordado o derramado se usa como área de almacenamiento temporal.

☐ Other (fill): _____

☐ We find no recycling in your recycling bin.
No encontramos reciclaje en su contenedor de reciclaje.

☐ Other (fill): _____

Customer Service
Servicio al Cliente

Please call today. Our team is ready to help you.

ADDRESS / DIRECCIÓN: _____

PHONE / CONDUCTOR: _____

BOLTS # INC OF ALISA: _____ DATE / FECHA: _____




Maybe it's time to make a commitment to get back to the basics of good recycling.
Tal vez es tiempo de practicar las bases del buen reciclaje.

Visit RecycleOftenRecycleRight.com to make the promise.
Using just these three things will make a huge difference.

Visite RORR.com/espanol para comenzar. Estas tres acciones pueden hacer una gran diferencia.

 **Recycle all empty plastic bottles, cans and paper.**
Recicle todas las botellas y latas vacías y todos los papeles.

 **Keep foods and liquids out of the recycling bin.**
No tire comida o líquidos en el reciclaje.

 **Keep recyclables loose and not bagged in plastic bags.**
Take plastic bags back to your local grocer. Coloque sus reciclables sueltos y no en bolsas de plástico. Lleve las bolsas de plástico a su súper mercado local.

For more tips on how to recycle right, visit RecycleOftenRecycleRight.com.
Para más consejos sobre cómo reciclar bien, visite RORR.com/espanol.



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**Produce**

Fruits & vegetables

**Meat**

All cooked and raw meat products including bones, shells, fish, beef & chicken

**Dairy**

Milk, yogurt, ice cream & cheese

**Floral**

Plants & flowers

**Bakery & Dry Goods**

Pasta, beans, rice, bread & cereal

**Soiled Paper Goods**

Coffee grounds & filters, tea bags, soiled paper bags, tissues, paper towels, napkins & uncoated take-out containers

**Compostable Serviceware**

Wooden utensils, paper plates & cups

Organics Recycling



PRICING

Services	2022 Monthly Rate	2023 Monthly Rate	2024 Monthly Rate	2025 Monthly Rate
Solid Waste Service				
32-Gallon Cart	\$ 13.28	\$ 13.81	\$ 14.36	\$ 14.94
64-Gallon Cart	\$ 13.80	\$ 14.35	\$ 14.93	\$ 15.52
96-Gallon Cart	\$ 14.31	\$ 14.88	\$ 15.48	\$ 16.10
Additional Cart		\$ -	\$ -	\$ -
32-Gallon Cart	\$ 7.00	\$ 7.28	\$ 7.57	\$ 7.87
64-Gallon Cart	\$ 8.00	\$ 8.32	\$ 8.65	\$ 9.00
96-Gallon Cart	\$ 9.00	\$ 9.36	\$ 9.73	\$ 10.12
Recycling Collection				
Bi-Weekly	\$ 4.70	\$ 4.89	\$ 5.08	\$ 5.29
Additional Cart	\$ -	\$ -	\$ -	\$ -
Yard Waste Service	\$ 100.00	\$ 104.00	\$ 108.16	\$ 112.49
Organics Collection	\$ 5.70	\$ 5.93	\$ 6.17	\$ 6.41

- Pricing includes Spring Clean Curbside cleanup with up to 2 yards of material collected per home. Each home will be allowed 1 appliance and 1 electronic per cleanup but must be schedule collection with WM.
- All residents will pay for organics collection. Residents will need to sign up for service to get routed to the program.
- Yard Waste is a subscription service.
- Pricing includes Fall Leaf cleanup for each resident. Customers may use WM provided cart or compostable bags. Cleanup includes grass clippings, leaves, twigs and sticks no longer than 4' long and 2" in diameter. Large logs, sod, rocks, dirt and landscaping boards will not be accepted.
- Christmas tree collection included with price.
- Pricing is for Monday service.

Services	2022 Monthly Rate	2023 Monthly Rate	2024 Monthly Rate	2025 Monthly Rate
Solid Waste Service				
32-Gallon Cart	\$ 12.81	\$ 13.32	\$ 13.86	\$ 14.41
64-Gallon Cart	\$ 13.31	\$ 13.84	\$ 14.40	\$ 14.97
96-Gallon Cart	\$ 13.80	\$ 14.35	\$ 14.93	\$ 15.52
Additional Cart		\$ -	\$ -	\$ -
32-Gallon Cart	\$ 6.50	\$ 6.76	\$ 7.03	\$ 7.31
64-Gallon Cart	\$ 7.50	\$ 7.80	\$ 8.11	\$ 8.44
96-Gallon Cart	\$ 8.50	\$ 8.84	\$ 9.19	\$ 9.56
Recycling Collection		\$ -	\$ -	\$ -
Bi-Weekly	\$ 4.30	\$ 4.47	\$ 4.65	\$ 4.84
Additional Cart	\$ -	\$ -	\$ -	\$ -
Yard Waste Service	\$ 100.00	\$ 104.00	\$ 108.16	\$ 112.49
Organics Collection	\$ 5.70	\$ 5.93	\$ 6.17	\$ 6.41

- Pricing includes Spring Clean Curbside cleanup with up to 2 yards of material collected per home. Each home will be allowed 1 appliance and 1 electronic per cleanup but must be schedule collection with WM.
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- Christmas tree collection included with price.
- Pricing is for Wednesday service.

EXCEPTIONS

Page #	Section	Description of Exception
4	3.14	Remove the last sentence of the 1 st paragraph of this section.
5	3.17	Contractor takes exception to providing a customer service voice mail.
5	4.1	2 nd paragraph - Contractor takes exception to including all rates in proposal and reserves the right to adjust rates for increased costs resulting from uncontrollable circumstances such as changes in disposal fees, processing fees and changes in law.
5	4.3	Contractor takes exception to including all rates in proposal and reserves the right to adjust rates for increased costs resulting from uncontrollable circumstances such as changes in disposal fees, processing fees and changes in law.
6-7	6.3	Contractor takes exception to compliance with the Minnesota Data Act as if it were a government entity and that all data created, collected, received, stored, used and maintained or disseminated by contractor is subject to the Data Practices Act. Contractor will comply with the Act with respect to data created, collected, received, stored, used and maintained or disseminated <u>solely and exclusively</u> for City.
7	6.4	Indemnification provision in the contract shall be fault based.
7	6.5	Contractor takes exception to CERCLA indemnification regarding any third party facility.

Force Majeure

Neither the City nor the contractor shall be in default for the failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events.

Waste Management Proposal - City Billing

Monday Service

Services	2022 Monthly Rate	2023 Monthly Rate	2024 Monthly Rate	2025 Monthly Rate
Solid Waste Service				
32-Gallon Cart	\$12.98	\$13.50	\$14.04	\$14.60
64-Gallon Cart	\$13.50	\$14.04	\$14.60	\$15.19
96-Gallon Cart	\$14.01	\$14.57	\$15.15	\$15.76
Additional Cart		\$ -	\$ -	\$ -
32-Gallon Cart	\$7.00	\$7.28	\$7.57	\$7.87
64-Gallon Cart	\$8.00	\$8.32	\$8.65	\$9.00
96-Gallon Cart	\$9.00	\$9.36	\$9.73	\$10.12
Recycling Collection				
Bi-Weekly	\$4.70	\$4.89	\$5.08	\$5.29
Additional Cart	\$ -	\$ -	\$ -	\$ -
Yard Waste Service	\$100.00	\$104.00	\$108.16	\$112.49
Organics Collection	\$5.70	\$5.93	\$6.17	\$6.41

Wednesday Service

Services	2022 Monthly Rate	2023 Monthly Rate	2024 Monthly Rate	2025 Monthly Rate
Solid Waste Service				
32-Gallon Cart	\$12.51	\$13.01	\$13.53	\$14.07
64-Gallon Cart	\$13.01	\$13.53	\$14.07	\$14.63
96-Gallon Cart	\$13.50	\$14.04	\$14.60	\$15.19
Additional Cart		\$ -	\$ -	\$ -
32-Gallon Cart	\$6.50	\$6.76	\$7.03	\$7.31
64-Gallon Cart	\$7.50	\$7.80	\$8.11	\$8.44
96-Gallon Cart	\$8.50	\$8.84	\$9.19	\$9.56
Recycling Collection		\$ -	\$ -	\$ -
Bi-Weekly	\$4.30	\$4.47	\$4.65	\$4.84
Additional Cart	\$ -	\$ -	\$ -	\$ -
Yard Waste Service	\$100.00	\$104.00	\$108.16	\$112.49
Organics Collection	\$5.70	\$5.93	\$6.17	\$6.41



August 12, 2022

Jeffery Dahl, City Manager
City of Wayzata
600 Rice St E
Wayzata, MN 55391

Dear Mr. Dahl,

Our Delano team has been a longtime partner and service provider for the City of Wayzata. We are confident that we can continue to provide an unmatched value for the city and its residents. I do not believe that any other service provider in the area is able to provide all of services we provide at such competitive rates. We would love to negotiate a long-term contract extension that would maintain a comprehensive package of waste and recycling services including source separated organics, traditional recycling and trash collection. This package could include document destruction services, community event sponsorships, public drop site disposal discounts, brand new carts for all residents and other value-added items for residents.

We understand and respect the City's option to conduct a deeper evaluation of the trash and recycling collection system. Should the City choose to explore this option we would like to be an active participant in that process and use our knowledge and expertise to help the City evaluate all aspects of the system. As your trash and recycling partner we would be excited to work through this process with you and are confident that in the end this would serve to validate the value we can and will add for the City. To facilitate this process, we would suggest negotiating a one-year renewal of the contract to allow time for the City to work through this evaluation.

As we have discussed, Randy's Sanitation was acquired by Republic Services in December of 2020. Very little has changed for Wayzata customers since the ownership transition. The City continues to be served by the Delano team; the same people are driving trucks, fixing trucks, answering the phones and communicating with your city team.

This spring and summer did bring some system-wide changes that caused disruption and confusion in the metro area. Republic Services and Randy's Sanitation implemented a large system re-route beginning on Monday March 28th. The primary goal of the system change was to provide sustainable, reliable, and efficient trash and recycling service across the twin cities. By better aligning our work with our workforce we will be able to meet our goal of being "route ready" every day. This means that we have our work evenly distributed with one driver using one truck on one route every day. This consistency and predictability are important for the work life balance of our drivers and will lead to a world class customer experience.

Through this re-route we reduced the environmental impact of our operations by lowering vehicle miles and fuel use through increased route efficiency. This is one step on our path toward a companywide goal of achieving a 35% reduction in greenhouse gas emissions by 2030. This re-route is expected to eliminate 234,000 vehicle road miles per year, reduce fuel consumption by 5.8 million gallons and save enough energy to fully power 82 homes.



Completing this reroute required the integration of the Randy's and Republic billing, routing and customer service data systems. These system updates along with routing

changes led to temporarily high call volumes. Across the metro we had drivers running new routes, customers experience day changes and recycling week changes, all happening while yard waste season was starting for the year. The call volumes and wait times we experienced during this time period have returned to normal levels.

One of the primary challenges impacting our Delano team was our difficulty perfecting the communication of the new customer service software with our onboard digital routing technology. For several months our drivers were not realizing the benefits of this technology, this led drivers to run routes with paper route sheets and maps which introduced the opportunity for more missed collections. We understand that this resulted in some service issues in the City of Wayzata. As of early June the onboard digital routing system is functioning to its fullest and helping our drivers provide excellent service.

We are confident that we have worked through all of these system challenges and have returned to the levels of customer service you have come to expect over the years. Our Delano team remains committed to providing Wayzata residents with the best highest level of customer service available in the area.

We look forward to continuing our partnership for many years to come. Please don't hesitate to reach out to me directly if you need any additional information.

A handwritten signature in black ink, appearing to read "Matt Herman", with a long, sweeping horizontal line extending to the right.

Matt Herman
Manager Municipal Sales



City Council Workshop City Council Agenda Report

MEETING DATE: August 16, 2022	WORKSHOP AGENDA ITEM: 2
TITLE: Discussion of 2023 Preliminary Enterprise Fund Operating Budgets and Fee Schedule (5:30-6:30 p.m.)	
PREPARED BY: Aurora Yager, Deputy City Manager	
REVIEWED BY: Jeffrey Dahl, City Manager	

DISCUSSION OBJECTIVE:

To review and provide feedback regarding the 2023 preliminary enterprise operating budgets and fee schedule.

BACKGROUND:

Enclosed are the preliminary 2023 Enterprise Fund Operating Budgets and summaries. These budget summaries display year-to-date activity through July 31, 2022.

The City of Wayzata has utilized enterprise fund accounting for the Water, Sewer, Stormwater, Solid Waste, Motor Vehicle, Cable TV, and Liquor operations. While the General Fund derives its revenue largely from property taxes, our enterprise funds are supported by user fees. These fees are analyzed on an annual basis to ensure the proper revenues are generated to maintain operating reserves, meet ongoing cash flow needs, and to replace existing infrastructure as it depreciates. A fee schedule draft for 2023 for fees related to these enterprises is attached for review.

The City reviews enterprise budgets in the same time frame as the General Fund budget because all these budgets combined are what fund our city services, pay for city staff, and make transfers to capital project funds.

2023 will be the first year of adding the Marina operations to its long list of enterprise funds. Staff's approach based on previous discussions with the Council and Boat Slip Holders is to separate Marina-based revenue and expenditures from the Parks and Trails CIP and:

- Start the new fund "from scratch" at zero balance;
- Incorporate a 5% fee increase to keep up with inflationary costs; and
- Do NOT initially incorporate a general fund transfer as a budget line item.

The attached Marina fund budget follows these assumptions. In October, the Council, with feedback from the Boat Slip Holder Committee, will update the Marina CIP for future years. Updates to the CIP in October will guide any additional tweaks to final approval of the Marina fund budget in December. Members of the Boat Slip Holder Committee will be in attendance to make a brief presentation to the Council. They have submitted the attached feedback for the Council's consideration.

Next Steps

Next steps in the 2023 budget process are:

- September 6, 2022 – Council adopts Preliminary General Fund Budget, Enterprise Budgets, and Fee Schedule
- September 13, 2022 - Staff meeting to review Capital Improvement Plan (CIP)
- October 18, 2022 - Council and Staff CIP workshop
- October-November – Staff refines General Fund budget, Enterprise Fund Budgets and CIP as needed

- December 6, 2022 - Council adopts Final General Fund Budget, Enterprise Budgets, and CIP

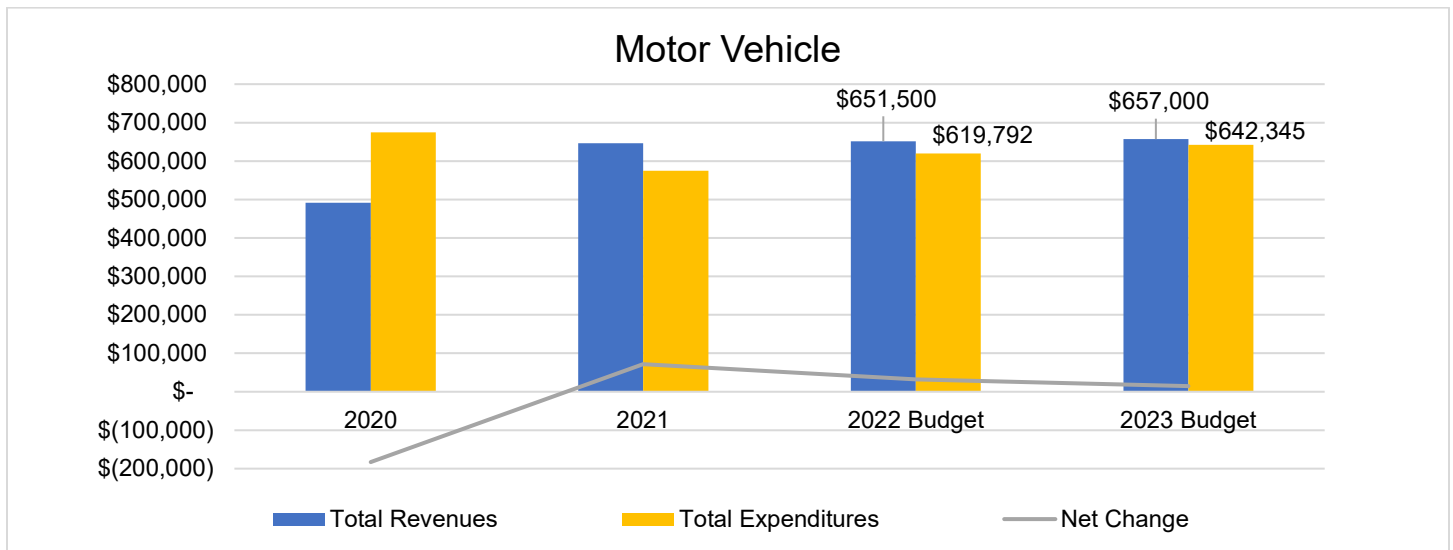
ATTACHMENTS:

1. Prelim Enterprise Workshop Memo
2. 2023 Draft Fee Schedule - Enterprise Only Fees Shown
3. Letter from Boat Slip Committee 08.10.2022

Motor Vehicle Fund Summary

The 2023 budget reflects a flat increase in projected revenues due to the trend in increased online state transactions and lack of a fee increase permitted by the State. A modest increase in expenditures is proposed to reflect increased personnel costs and a decreased transfer to the general fund given reductions in projected profit.

Motor Vehicle Fund	Actual		YTD 7/31/2022	Budget		Percent Change
	2020	2021		2022	2023	
Total Revenues	\$ 491,796	\$ 646,083	\$ 332,369	\$ 651,500	\$ 657,000	0.84%
Total Expenditures	\$ 674,740	\$ 574,356	\$ 283,658	\$ 619,792	\$ 642,345	3.64%
Net Change	\$ (182,944)	\$ 71,726	\$ 48,712	\$ 31,708	\$ 14,655	



Revenue Line Item	Increase (Decrease)	Reason
Motor Vehicle Commissions	(\$5,475)	To actual
Other Charges/Revenue	\$11,475	Assuming increased passport appointments and processing fees

Expense Line Item	Increase (Decrease)	Reason
Wages and Benefits	\$22,153	To actual with COLA increases
Office Supplies	\$1,000	To actual
Dues Licensing and Seminars	\$1,250	Additional training for Lead and Manager
Misc.	(\$1,500)	To actual

BUDGET REPORT FOR THE CITY OF WAYZATA
2023 MOTOR VEHICLE LICENSING BUDGET

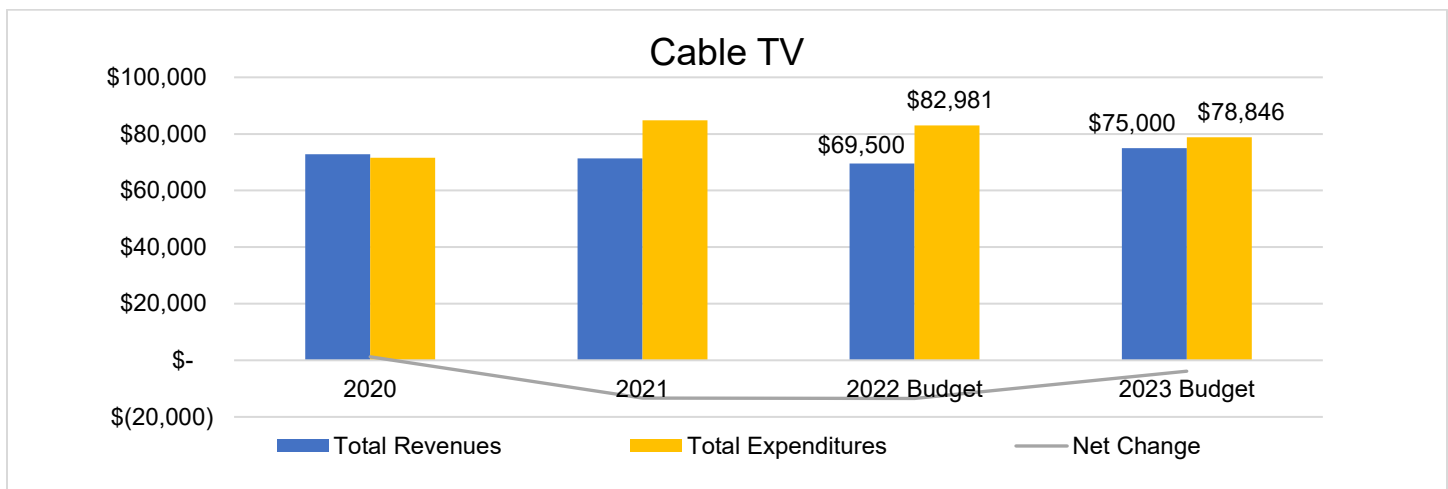
GL Number	Description	2021 Activity	2022 Budget	2022 YTD Activity	2023 BUDGET	2023 BUDGET Amt Change	2023 BUDGET % Change
Fund: 630 MOTOR VEHICLE LICENSING							
Account Category: Revenues							
630-00000-33439	PERA Pension other revenue	468.00	0.00	0.00	0.00	0.00	0.00
630-00000-34111	Motor Vehicle Commissions	518,378.18	530,475.00	269,094.64	525,000.00	(5,475.00)	(1.03)
630-00000-34190	Charges for Services/Gen Gov t	5.49	0.00	0.00	0.00	0.00	0.00
630-00000-36210	Interest Earnings	(858.95)	500.00	(14,039.82)	0.00	(500.00)	(100.00)
630-00000-37190	Other Charge/Revenue	128,090.06	120,525.00	77,314.52	132,000.00	11,475.00	9.52
Total Revenues		646,082.78	651,500.00	332,369.34	657,000.00	5,500.00	0.84
Account Category: Expenditures							
630-40000-00101	Full-Time Employees Regular	312,760.70	329,524.00	177,439.67	339,777.00	10,253.00	3.11
630-40000-00102	Overtime	324.57	500.00	102.83	500.00	0.00	0.00
630-40000-00103	Part-Time Employees	56,130.19	50,196.00	19,978.21	60,836.00	10,640.00	21.20
630-40000-00121	PERA	28,933.95	28,043.00	14,714.06	29,867.00	1,824.00	6.50
630-40000-00122	FICA	27,207.69	28,604.00	14,372.19	30,464.00	1,860.00	6.50
630-40000-00129	Pension Expense	(46,848.00)	0.00	0.00	0.00	0.00	0.00
630-40000-00130	Employer Paid Ins	86,703.28	83,675.00	40,315.66	81,251.00	(2,424.00)	(2.90)
630-40000-00139	OPEB	1,284.00	0.00	0.00	0.00	0.00	0.00
630-40000-00200	Office Supplies (GENERAL)	10,210.06	1,500.00	4,396.36	2,500.00	1,000.00	66.67
630-40000-00210	Operating Supplies (GENERAL)	3,800.62	3,500.00	1,886.51	3,500.00	0.00	0.00
630-40000-00301	Auditing and Acct g Services	1,000.00	1,000.00	1,000.00	400.00	(600.00)	(60.00)
630-40000-00331	Mileage & Expense Account	1,129.51	1,000.00	632.97	1,250.00	250.00	25.00
630-40000-00361	General Liability Ins	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00
630-40000-00365	Workers Comp Ins	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00
630-40000-00404	Repairs/Maint - Machin/Equip	2,682.20	2,750.00	1,923.53	2,750.00	0.00	0.00
630-40000-00431	Cash Over/Short	(68.44)	250.00	239.71	250.00	0.00	0.00
630-40000-00433	Dues, Licensing & Seminars	2,843.48	1,750.00	3,799.20	3,000.00	1,250.00	71.43
630-40000-00498	Payment on Bad Cks	516.00	500.00	(463.50)	500.00	0.00	0.00
630-40000-00499	Miscellaneous	1,804.55	2,500.00	123.27	1,000.00	(1,500.00)	(60.00)
630-40000-00540	Equipment	942.06	1,500.00	1,196.94	1,500.00	0.00	0.00
630-40000-00721	OPERATING TRANSFER - FACILITIES & MAINT.	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00
630-40000-00728	OPERATING TRANSFERS - GF OPERATING	56,000.00	56,000.00	0.00	56,000.00	0.00	0.00
Total Expenditures		574,356.42	619,792.00	283,657.61	642,345.00	22,553.00	3.64
TOTAL REVENUES		646,082.78	651,500.00	332,369.34	657,000.00	5,500.00	0.84
TOTAL EXPENDITURES		574,356.42	619,792.00	283,657.61	642,345.00	22,553.00	3.64
NET OF REVENUES & APPROPRIATIONS:		71,726.36	31,708.00	48,711.73	14,655.00	(17,053.00)	(0.54)

Cable TV Fund Summary

The 2023 budget reflects an increase in revenues of just below 8% based on current trends. Given projected declining profit and a shrinking fund balance a larger portion of the Communications Coordinator's salary was allocated to the General Fund for 2023.

The projected budget deficit can be absorbed with the available fund balance which was \$35,161 on December 31, 2021. Continued reallocations of the Communications Coordinator's salary to the General Fund or other funds will be necessary in future budgets.

Cable TV Fund	Actual		YTD 7/31/2022	Budget		Percent Change
	2020	2021		2022	2023	
Total Revenues	\$ 72,781	\$ 71,391	\$ 87,576	\$ 69,500	\$ 75,000	7.91%
Total Expenditures	\$ 71,542	\$ 84,766	\$ 47,624	\$ 82,981	\$ 78,846	-4.98%
Net Change	\$ 1,239	\$ (13,375)	\$ 39,953	\$ (13,481)	\$ (3,846)	



Revenue Line Item	Increase (Decrease)	Reason
Franchise Fees	\$6,000	To actual with increased franchise fees received in first two quarters of 2022

Expense Line Item	Increase (Decrease)	Reason
Wages and Benefits	(\$8,515)	Reallocation of a portion of Communications Coordinator's salary to General Fund budget.
Consultants	\$3,500	Anticipated increase in AV contract update

BUDGET REPORT FOR THE CITY OF WAYZATA

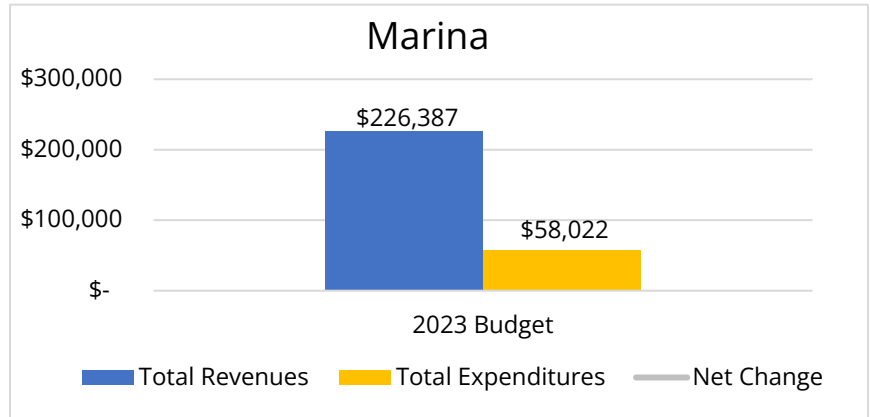
2023 CABLE TV BUDGET

GL Number	Description	2021 Activity	2022 Budget	2022 YTD Activity	2023 BUDGET	2023 BUDGET Amt Change	2023 BUDGET % Change
Fund: 235 CABLE TV							
Account Category: Revenues							
235-00000-36210	Interest Earnings	1.43	500.00	(1,603.02)	0.00	(500.00)	(100.00)
235-00000-38050	franchise Fees	71,389.44	69,000.00	39,778.80	75,000.00	6,000.00	8.70
235-00000-39400	Misc.Revenues	0.00	0.00	49,400.42	0.00	0.00	0.00
Total Revenues		71,390.87	69,500.00	87,576.20	75,000.00	5,500.00	7.91
Account Category: Expenditures							
235-40000-00101	Full-Time Employees Regular	34,925.29	29,531.00	19,141.64	24,620.00	(4,911.00)	(16.63)
235-40000-00121	PERA	2,619.60	1,959.00	1,435.56	1,847.00	(112.00)	(5.72)
235-40000-00122	FICA	2,646.04	1,998.00	1,452.50	1,884.00	(114.00)	(5.71)
235-40000-00130	Employer Paid Ins	8,290.09	8,173.00	3,856.78	4,795.00	(3,378.00)	(41.33)
235-40000-00200	Office Supplies (GENERAL)	57.00	200.00	0.00	200.00	0.00	0.00
235-40000-00210	Operating Supplies (GENERAL)	0.00	300.00	0.00	300.00	0.00	0.00
235-40000-00302	Consultants	24,650.00	24,500.00	14,967.00	28,000.00	3,500.00	14.29
235-40000-00304	Legal Fees	633.75	0.00	0.00	0.00	0.00	0.00
235-40000-00309	Contractual Services	0.00	1,000.00	600.00	1,000.00	0.00	0.00
235-40000-00331	Mileage & Expense Account	0.00	1,000.00	317.20	1,000.00	0.00	0.00
235-40000-00350	Printing & Publishing	588.00	0.00	0.00	0.00	0.00	0.00
235-40000-00404	Repairs/Maint - Machin/Equip	527.77	2,000.00	418.00	2,000.00	0.00	0.00
235-40000-00433	Dues, Licensing & Seminars	1,176.70	4,450.00	619.05	4,700.00	250.00	5.62
235-40000-00434	Training and schools	0.00	870.00	1,080.00	1,500.00	630.00	72.41
235-40000-00540	Equipment	3,651.64	2,000.00	3,735.92	2,000.00	0.00	0.00
235-40000-00720	Operating Transfers - Equip.	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
Total Expenditures		84,765.88	82,981.00	47,623.65	78,846.00	(4,135.00)	(4.98)
TOTAL REVENUES		71,390.87	69,500.00	87,576.20	75,000.00	5,500.00	7.91
TOTAL EXPENDITURES		84,765.88	82,981.00	47,623.65	78,846.00	(4,135.00)	(4.98)
NET OF REVENUES & APPROPRIATIONS:		(13,375.01)	(13,481.00)	39,952.55	(3,846.00)	9,635.00	(0.71)

Marina Fund Summary

The 2023 budget will be the first budget for the Marina Fund. All of the information below was previously included in the proposed cash flows statement during a previous Council Workshop. Revenues reflect a 5% fee increase to align with other City fee increases.

Marina Fund	2023 Budget
Total Revenues	\$ 226,387
Total Expenditures	\$ 58,022
Net Change	\$ 168,365



Revenue Line Item	Description/Notes
Boat Slip Rentals*	Includes 5% fee increase for boat slips and canoe and kayak rack rentals. A 5% fee increase would put the rates at: Inner Lagoon: \$2,085 Outer Lagoon: \$2,382 Wayzata's marina is most comparable to Excelsior's municipal marina. Their 2022 boat slip fees are: 20' or less: \$2,250 21-24': \$2,700 Staff recommend the fee increase because even with a 5% increase, Wayzata's fees would still be within the market and approximately 7-12% lower than Excelsior's even if they keep their rates flat.

*Members from the Boat Slip Committee will be at the meeting to make a brief presentation to provide their input on the suggested fee increase.

Expense Line Item	Reason
Wages & Benefits	5% of 5 Park Maintenance employees wages and benefits allocated for general maintenance of the Marina. 12% of the City Clerk and 4% of Administrative Assistant's wages and benefits allocated for running the lottery and all other administrative tasks associated with the operation.
Repair/Maint	Misc. repairs to marina and decking
Internet/Web Page	Internet fee for security cameras
General Liability Ins	Insurance for the East Grove Lane Park Area which includes the Marina
Electric Utilities	For marina lighting
Misc	Weed control, postage, and LMCD permits

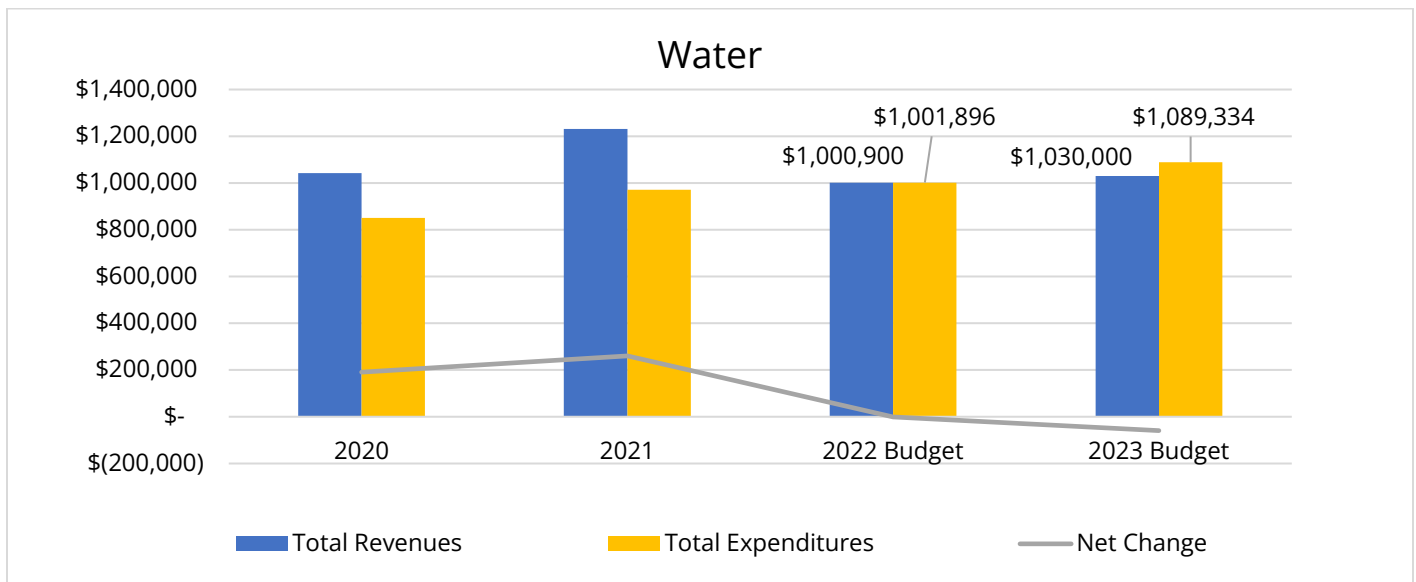
BUDGET REPORT FOR THE CITY OF WAYZATA
2023 MARINA FUND BUDGET

GL Number	Description	2023 BUDGET	2023 BUDGET Amt Change	2023 BUDGET % Change
Fund: 660 MARINA				
Account Category: Revenues				
660-00000-32255	Boat slip rentals	226,387.00	226,387.00	0.00
660-00000-36210	Interest earnings	0.00	0.00	0.00
Total Revenues		226,387.00	226,387.00	0.00
Account Category: Expenditures				
660-40000-00101	Full-Time Employees Regular	29,535.00	29,535.00	0.00
660-40000-00121	PERA	2,216.00	2,216.00	0.00
660-40000-00122	FICA	2,260.00	2,260.00	0.00
660-40000-00130	Employer Paid Ins	7,038.00	7,038.00	0.00
660-40000-00404	Repair/Maint -Machin/Equip	2,964.00	2,964.00	0.00
660-40000-00324	Internet/Web Page	3,546.00	3,546.00	0.00
660-40000-00361	General Liability Ins	2,128.00	2,128.00	0.00
660-40000-00381	Electric Utilities	5,000.00	5,000.00	0.00
660-40000-00499	Miscellaneous	3,335.00	3,335.00	0.00
Total Expenditures		58,022.00	58,022.00	0.00
TOTAL REVENUES		226,387.00	226,387.00	0.00
TOTAL EXPENDITURES		58,022.00	58,022.00	0.00
NET OF REVENUES & APPROPRIATIONS:		168,365.00	168,365.00	

Water Fund Budget Summary

The 2023 budget reflects a 0% rate increase as a preliminary estimate in the upcoming 2022 Utility Rate Study (expected for the September 6th Council Meeting). Service levels are proposed to remain the same so the overall budget shows a modest increase mostly related to reallocating items previously included in capital, to the operational budget. Other significant changes are noted below.

Water Fund	Actual		YTD 7/31/2022	Budget		Percent Change
	2020	2021		2022	2023	
Total Revenues	\$1,041,902	\$1,231,889	\$406,622	\$1,000,900	\$1,030,000	2.91%
Total Expenditures	\$851,253	\$971,581	\$388,723	\$1,001,896	\$1,089,334	8.73%
Net Change	\$ 190,648	\$ 260,308	\$ 17,899	\$ (996)	\$ (59,334)	



Revenue Line Item	Increase (Decrease)	Reason
Interest Earnings	(\$5,000)	Low interest rates
Water to Customers	\$22,000	0% rate increase, but increase in actual usage
Service to Others	\$5,800	To actual
Meter Sales	\$5,000	To actual
WS Connect/Reconnect Fee	\$1,000	To actual

Expense Line Item	Increase (Decrease)	Reason
Wages and Benefits	\$4,351	To actual with COLA increases
Meter Supplies	\$6,000	To actual
Motor Fuels	\$1,000	To actual with inflationary increases
Chemicals and Chem Products	\$2,000	To actual
Repair & Maint – System	\$20,000	Reallocated Valve & Hydrant Replacement costs from Water CIP to operating budget since it is an annual and ongoing cost
Small tools and Minor Equip	\$1,500	To actual
Auditing and Acctg Services	\$6,024	Per updated proposals with new allocations across enterprise funds
Engineering Fees	(\$1,000)	To actual
Plan Review	\$1,100	To actual
Radio Units	\$1,300	To actual
Maint/Replace- System	\$20,000	Reallocated monthly Mediacom fee from CIP to operating budget since it is an ongoing operational cost
Operating Transfers – Equipment	\$22,000	Based on formula in Equipment CIP for actual annual allocations to future utility related equipment
Debt Service Principal	\$10,000	Per debt payment schedule
Bond Interest	(\$7,237)	Per debt payment schedule

BUDGET REPORT FOR THE CITY OF WAYZATA
2023 WATER FUND BUDGET

GL Number	Description	2021 Activity	2022 Budget	2022 YTD Activity	2023 BUDGET	2023 BUDGET Amt Change	2023 BUDGET % Change
Fund: 610 WATER FUND							
Account Category: Revenues							
610-00000-33439	PERA Pension other revenue	263	0	0.00	0.00	0.00	0.00
610-00000-36101	Spec Assess Principal	59,859.80	35,000.00	(2,781.64)	35,000.00	0.00	0.00
610-00000-36210	Interest Earnings	-15,872.77	5,000.00	(136,819.14)	0.00	(5,000.00)	(100.00)
610-00000-36212	Interest revenue from loans	783.3	0	0.00	0.00	0.00	0.00
610-00000-37110	W/S/Storm Sales	692,845.16	678,000.00	405,714.77	700,000.00	22,000.00	3.24
610-00000-37111	Sprinkling	278,966.56	157,500.00	62,896.10	157,500.00	0.00	0.00
610-00000-37120	Water Usage Permits-Other	388.8	0	60.00	0.00	0.00	0.00
610-00000-37130	Service to Other Cities	94,409.62	64,200.00	37,370.01	70,000.00	5,800.00	9.03
610-00000-37140	Meter Sales	25,255.87	10,000.00	15,914.30	15,000.00	5,000.00	50.00
610-00000-37150	WS Connect/Reconnect Fee	7,650.00	4,000.00	2,535.00	5,000.00	1,000.00	25.00
610-00000-37155	City s W/S Access Charge	81,949.00	45,000.00	10,368.00	45,000.00	0.00	0.00
610-00000-37160	W/S Penalty	2,396.52	1,200.00	1,079.02	1,500.00	300.00	25.00
610-00000-37190	Other Charge/Revenue	2,993.64	1,000.00	1,546.83	1,000.00	0.00	0.00
610-46127-36101	Spec Assess Principal	0	0	8,738.46	0	0	0
Total Revenues		1,231,888.50	1,000,900.00	406,621.71	1,030,000.00	29,100.00	2.91

Account Category: Expenditures							
Department: 40000 General Department							
GL Number	Description	2021 Activity	2022 Budget	2022 YTD Activity	2023 BUDGET	2023 BUDGET Amt Change	2023 BUDGET % Change
610-40000-00101	Full-Time Employees Regular	208,573.57	234,688.00	120,985.67	236,087.00	1,399.00	0.60
610-40000-00102	Overtime	3,571.38	7,500.00	3,107.86	7,000.00	(500.00)	(6.67)
610-40000-00103	Part-Time Employees	3,027.91	3,300.00	1,354.24	3,300.00	0.00	0.00
610-40000-00121	PERA	16,185.88	18,918.00	9,245.93	18,232.00	(686.00)	(3.63)
610-40000-00122	FICA	16,035.73	19,542.00	9,164.41	18,849.00	(693.00)	(3.55)
610-40000-00129	Pension Expense	-37,111.00	0	0.00	0.00	0.00	0.00
610-40000-00130	Employer Paid Ins	41,856.65	43,198.00	23,173.91	48,029.00	4,831.00	11.18
610-40000-00139	OPEB	474	0	0.00	0.00	0.00	0.00
610-40000-00200	Office Supplies (GENERAL)	181.63	500	0.00	600.00	100.00	20.00
610-40000-00210	Operating Supplies (GENERAL)	3,300.24	2,500.00	1,794.46	2,500.00	0.00	0.00
610-40000-00211	Meter supplies	13,087.70	8,000.00	9,842.64	14,000.00	6,000.00	75.00
610-40000-00212	Motor Fuels	4,120.76	4,000.00	2,563.72	5,000.00	1,000.00	25.00
610-40000-00216	Chemicals and Chem Products	29,773.42	18,000.00	10,405.60	20,000.00	2,000.00	11.11
610-40000-00217	Uniforms	983.07	1,300.00	0.00	1,300.00	0.00	0.00
610-40000-00224	Repair & Maint - Motor Equip	1,526.69	1,800.00	432.21	2,000.00	200.00	11.11
610-40000-00225	Repair & Maint - System	10,552.38	11,000.00	10,146.63	31,000.00	20,000.00	181.82
610-40000-00240	Small Tools and Minor Equip	1,466.92	1,800.00	127.97	3,300.00	1,500.00	83.33
610-40000-00241	Safety equip/testings	728.6	1,000.00	441.61	1,000.00	0.00	0.00
610-40000-00242	Well & F.P. Equipment	477.96	15,000.00	7,148.30	15,000.00	0.00	0.00
610-40000-00301	Auditing and Acct g Services	5,275.00	5,300.00	4,380.00	11,324.00	6,024.00	113.66
610-40000-00303	Engineering Fees	0	1,000.00	0.00	0.00	(1,000.00)	(100.00)
610-40000-00309	Contractual Services	18,288.92	16,800.00	7,569.00	16,800.00	0.00	0.00
610-40000-00310	Plan Review	3,745.07	6,400.00	5,153.34	7,500.00	1,100.00	17.19
610-40000-00313	Permit Fees/Gopher State	2,368.12	1,400.00	1,386.07	1,500.00	100.00	7.14
610-40000-00322	Postage	2,939.77	6,000.00	3,325.84	6,000.00	0.00	0.00
610-40000-00323	Radio Units	2,576.76	1,100.00	1,513.91	2,400.00	1,300.00	118.18
610-40000-00331	Mileage & Expense Account	228.77	800	265.99	800.00	0.00	0.00
610-40000-00350	Printing & Publishing	627.000	0.000	0.00	0.00	0.00	0.00

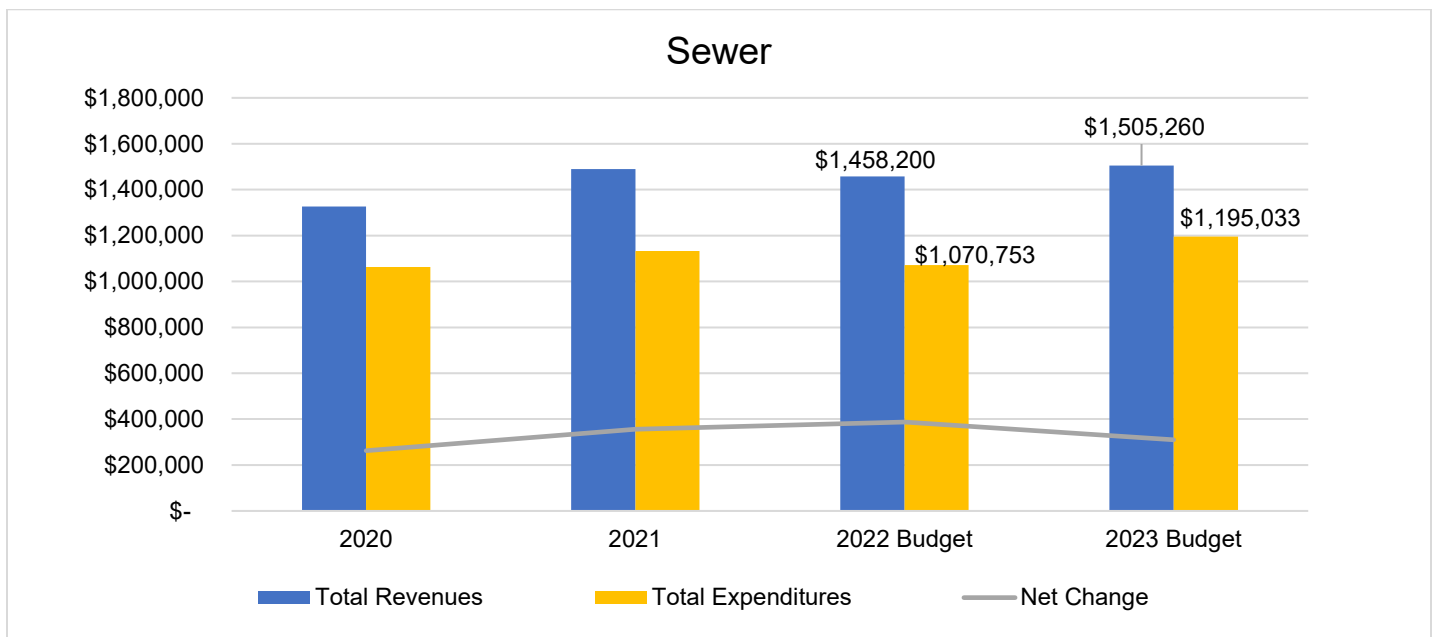
**BUDGET REPORT FOR THE CITY OF WAYZATA
2023 WATER FUND BUDGET**

Department: 40000 General Department		2021	2022	2022 YTD	2023	2023	2023
GL Number	Description	Activity	Budget	Activity	BUDGET	BUDGET	BUDGET
						Amt Change	% Change
610-40000-00361	General Liability Ins	8,500.00	8,500.00	8,500.00	8,500.00	0.00	0.00
610-40000-00365	Workers Comp Ins	12,000.00	12,000.00	12,000.00	12,000.00	0.00	0.00
610-40000-00381	Electric Utilities	76,166.83	70,000.00	40,640.21	70,000.00	0.00	0.00
610-40000-00383	Fuel, oil and natural gas	1,422.21	2,500.00	1,546.21	2,500.00	0.00	0.00
610-40000-00401	Repairs/Maint Buildings	76.51	600	0.00	600.00	0.00	0.00
610-40000-00404	Repairs/Maint - Machin/Equip	1,578.25	2,300.00	497.33	2,300.00	0.00	0.00
610-40000-00405	Maint/Replac - System	40,795.04	47,000.00	13,543.22	67,000.00	20,000.00	42.55
610-40000-00409	Maint services & Improv	0	0	300.00	0.00	0.00	0.00
610-40000-00415	Other Equipment Rentals	0	900	0.00	900.00	0.00	0.00
610-40000-00420	Depreciation	249,360.64	0	0.00	0.00	0.00	0.00
610-40000-00433	Dues, Licensing & Seminars	3,726.77	3,100.00	1,545.10	3,100.00	0.00	0.00
610-40000-00499	Miscellaneous	358.68	500	271.65	500.00	0.00	0.00
610-40000-00720	Operating Transfers - Equip.	38,568.00	40,000.00	0.00	62,000.00	22,000.00	55.00
610-40000-00728	OPERATING TRANSFERS - GF OPERATING	31,000.00	31,000.00	0.00	31,000.00	0.00	0.00
Total Department 40000:		818,415.83	649,246.00	312,373.03	733,921.00	84,675.00	13.04
Department: 49100 Capital							
610-49100-00302	Consultants	12,292.50	0	3,250.00	0.00	0.00	0.00
610-49100-00303	Engineering Fees	6,600.00	0	0.00	0.00	0.00	0.00
610-49100-00307	Project Coordinator	24,832.50	0	15,660.00	0.00	0.00	0.00
610-49100-00499	Miscellaneous	17,820.00	0	11,340.00	0.00	0.00	0.00
610-49100-00601	Debt Srv Bond Principal	0	260,000.00	0.00	270,000.00	10,000.00	3.85
610-49100-00611	Bond Interest	90,644.75	92,200.00	46,100.00	84,963.00	(7,237.00)	(7.85)
610-49100-00621	Fiscal Agent s Fees	975.00	450.00	0.00	450.00	0.00	0.00
Total Department 49100:		153,164.75	352,650.00	76,350.00	355,413.00	2,763.00	0.78
Total Expenditures		971,580.58	1,001,896.00	388,723.03	1,089,334.00	87,438.00	8.73
TOTAL REVENUES		1,231,888.50	1,000,900.00	406,621.71	1,030,000.00	29,100.00	2.91
TOTAL EXPENDITURES		971,580.58	1,001,896.00	388,723.03	1,089,334.00	87,438.00	8.73
NET OF REVENUES & APPROPRIATIONS:		260,307.92	(996.00)	17,898.68	(59,334.00)	(58,338.00)	(58.57)

Sewer Fund Summary

The 2023 budget reflects a 3% rate increase as a preliminary estimate in the upcoming 2022 Utility Rate Study (expected for the September 6th Council Meeting). Service levels are proposed to remain the same so the overall budget shows a modest increase mostly related to reallocating items previously included in capital, to the operational budget. Other significant changes are noted below.

Sewer Fund	Actual		YTD 7/31/2022	Budget		Percent Change
	2020	2021		2022	2023	
Total Revenues	\$ 1,325,966	\$1,489,090	\$ 732,836	\$1,458,200	\$ 1,505,260	3.23%
Total Expenditures	\$ 1,063,413	\$1,133,295	\$ 577,257	\$1,070,753	\$ 1,195,033	11.61%
Net Change	\$ 262,553	\$ 355,795	\$ 155,579	\$ 387,447	\$ 310,227	



Revenue Line Item	Increase (Decrease)	Reason
Interest Earnings	(\$1,000)	Low interest rates
Sewer to Customers	\$40,260	3% rate increase
Service to Others	\$6,800	Increase in actual usage and 3% rate increase
W/S Penalty	\$1,000	To actual

Expense Line Item	Increase (Decrease)	Reason
Wages and Benefits	\$4,343	To actual with COLA increases
Meter Supplies	\$12,900	To actual
Motor Fuels	\$1,000	To actual with inflationary increases
Repair & Maint – System	\$1,000	To actual
Small Tools and Minor Equip	\$1,500	To actual
Auditing and Acctg Services	\$2,537	Per updated proposals with new allocations across enterprise funds
Engineering Fees	(\$1,000)	To actual
Electric Utilities	\$1,500	Significant increases in utility costs
Other Utilities	\$49,700	Increase in Met Council fees
Maint & Replac – System	\$18,000	Reallocated repairs to sewer lines from CIP to operating budget since it is an annual and ongoing cost
Operating Transfers – Equipment	\$33,000	Based on formula in Equipment CIP for actual annual allocations to future utility related equipment
Bond Interest	(\$1,200)	Per debt payment schedule

BUDGET REPORT FOR THE CITY OF WAYZATA
2023 SEWER FUND BUDGET

GL Number	Description	2021 Activity	2022 Budget	2022 YTD Activity	2023 BUDGET	2023 BUDGET Amt Change	2023 BUDGET % Change
Fund: 620 SEWER FUND							
Account Category: Revenues							
620-00000-33439	PERA Pension other revenue	263.00	0.00	0.00	0.00	0.00	0.00
620-00000-36101	Spec Assess Principal	11,588.87	40,000.00	0.00	40,000.00	0.00	0.00
620-00000-36210	Interest Earnings	(8,557.57)	1,000.00	(98,341.18)	0.00	(1,000.00)	(100.00)
620-00000-37110	W/S/Storm Sales	1,364,944.34	1,342,000.00	785,087.30	1,382,260.00	40,260.00	3.00
620-00000-37130	Service to Other Cities	79,078.60	48,200.00	38,543.40	55,000.00	6,800.00	14.11
620-00000-37150	WS Connect/Reconnect Fee	5,145.00	4,000.00	1,280.00	4,000.00	0.00	0.00
620-00000-37155	City s W/S Access Charge	32,000.00	20,000.00	4,000.00	20,000.00	0.00	0.00
620-00000-37160	W/S Penalty	4,627.82	3,000.00	2,191.45	4,000.00	1,000.00	33.33
620-00000-39400	Misc.Revenues	0.00	0.00	75.00	0.00	0.00	0.00
Total Revenues		1,489,090.06	1,458,200.00	732,835.97	1,505,260.00	47,060.00	3.23
Account Category: Expenditures							
Department: 40000 General Department							
620-40000-00101	Full-Time Employees Regular	208,811.57	234,688.00	120,763.30	236,086.00	1,398.00	0.60
620-40000-00102	Overtime	3,388.34	7,500.00	3,110.35	7,000.00	(500.00)	(6.67)
620-40000-00103	Part-Time Employees	0.00	3,300.00	1,354.24	3,300.00	0.00	0.00
620-40000-00121	PERA	16,186.51	18,918.00	9,246.53	18,232.00	(686.00)	(3.63)
620-40000-00122	FICA	15,790.51	19,549.00	9,164.66	18,849.00	(700.00)	(3.58)
620-40000-00129	Pension Expense	(37,501.00)	0.00	0.00	0.00	0.00	0.00
620-40000-00130	Employer Paid Ins	41,856.62	43,198.00	23,174.65	48,029.00	4,831.00	11.18
620-40000-00139	OPEB	474.00	0.00	0.00	0.00	0.00	0.00
620-40000-00200	Office Supplies (GENERAL)	89.41	500.00	0.00	600.00	100.00	20.00
620-40000-00210	Operating Supplies (GENERAL)	3,183.83	2,500.00	1,244.22	2,500.00	0.00	0.00
620-40000-00211	Meter supplies	10,320.70	3,100.00	9,587.87	16,000.00	12,900.00	416.13
620-40000-00212	Motor Fuels	4,120.77	4,000.00	2,563.72	5,000.00	1,000.00	25.00
620-40000-00216	Chemicals and Chem Products	26.05	0.00	0.00	0.00	0.00	0.00
620-40000-00217	Uniforms	1,087.75	1,300.00	0.00	1,300.00	0.00	0.00
620-40000-00224	Repair & Maint - Motor Equip	1,706.09	2,000.00	568.36	2,200.00	200.00	10.00
620-40000-00225	Repair & Maint - System	2,253.67	10,000.00	11,102.20	11,000.00	1,000.00	10.00
620-40000-00240	Small Tools and Minor Equip	671.37	1,700.00	64.28	3,200.00	1,500.00	88.24
620-40000-00241	Safety equip/testings	527.17	1,000.00	864.72	1,000.00	0.00	0.00
620-40000-00301	Auditing and Acct g Services	5,275.00	5,300.00	4,380.00	7,837.00	2,537.00	47.87
620-40000-00303	Engineering Fees	0.00	1,000.00	0.00	0.00	(1,000.00)	(100.00)
620-40000-00313	Permit Fees/Gopher State	1,088.13	1,400.00	436.08	1,500.00	100.00	7.14
620-40000-00322	Postage	10,025.00	8,500.00	8,000.00	8,500.00	0.00	0.00
620-40000-00323	Radio Units	1,887.08	1,100.00	1,341.42	1,700.00	600.00	54.55
620-40000-00331	Mileage & Expense Account	327.49	800.00	241.38	800.00	0.00	0.00
620-40000-00361	General Liability Ins	8,500.00	9,200.00	9,200.00	9,200.00	0.00	0.00
620-40000-00365	Workers Comp Ins	12,000.00	12,000.00	12,000.00	12,000.00	0.00	0.00
620-40000-00369	Small Backup Claims	0.00	0.00	1,750.00	0.00	0.00	0.00
620-40000-00381	Electric Utilities	15,131.82	17,000.00	11,022.33	18,500.00	1,500.00	8.82
620-40000-00386	Other Utilities	524,435.28	486,700.00	283,904.74	536,400.00	49,700.00	10.21
620-40000-00404	Repairs/Maint - Machin/Equip	2,520.53	3,200.00	1,008.48	3,200.00	0.00	0.00
620-40000-00405	Maint/Replac - System	19,497.17	16,000.00	15,041.86	34,000.00	18,000.00	112.50
620-40000-00409	Maint services & Improv	5,878.20	12,500.00	300.00	12,500.00	0.00	0.00
620-40000-00415	Other Equipment Rentals	0.00	400.00	0.00	400.00	0.00	0.00
620-40000-00420	Depreciation	123,392.99	0.00	0.00	0.00	0.00	0.00
620-40000-00433	Dues, Licensing & Seminars	2,397.47	2,800.00	1,715.10	2,800.00	0.00	0.00
620-40000-00499	Miscellaneous	573.40	500.00	271.65	500.00	0.00	0.00
620-40000-00611	Bond Interest	4,425.00	0.00	0.00	0.00	0.00	0.00
620-40000-00720	Operating Transfers - Equip.	58,433.00	60,000.00	0.00	93,000.00	33,000.00	55.00
620-40000-00728	OPERATING TRANSFERS - GF OPERATING	31,000.00	31,000.00	0.00	31,000.00	0.00	0.00
Total Department 40000:		1,099,780.92	1,022,653.00	543,422.14	1,148,133.00	125,480.00	12.27

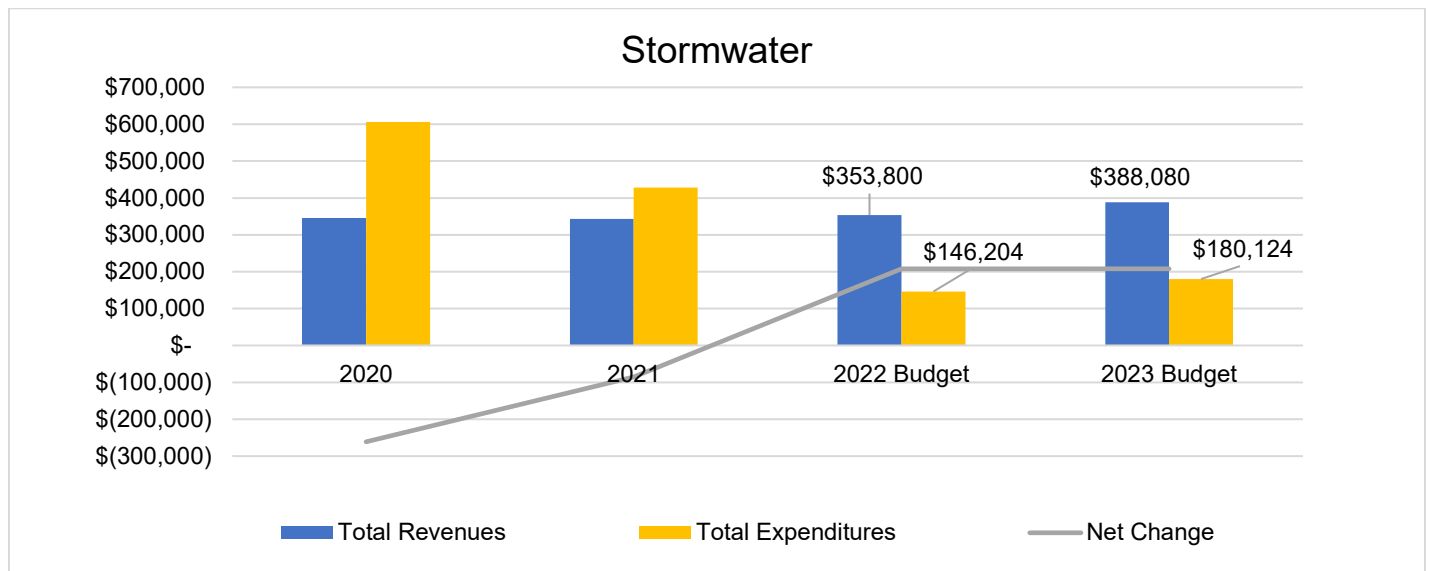
BUDGET REPORT FOR THE CITY OF WAYZATA
2023 SEWER FUND BUDGET

GL Number	Description	2021 Activity	2022 Budget	2022 YTD Activity	2023 BUDGET	2023 BUDGET Amt Change	2023 BUDGET % Change
Department: 49100 Capital							
620-49100-00302	Consultants	0.00	0.00	3,250.00	0.00	0.00	0.00
620-49100-00307	Project Coordinator	15,555.16	0.00	21,890.00	0.00	0.00	0.00
620-49100-00309	Contractual Services	14,045.99	0.00	3,073.67	0.00	0.00	0.00
620-49100-00405	Maint/Replac - System	0.00	0.00	1,226.38	0.00	0.00	0.00
620-49100-00499	Miscellaneous	0.00	0.00	569.80	0.00	0.00	0.00
620-49100-00601	Debt Srv Bond Principal	0.00	40,000.00	0.00	40,000.00	0.00	0.00
620-49100-00611	Bond Interest	3,413.00	7,650.00	3,825.00	6,450.00	(1,200.00)	(15.69)
620-49100-00621	Fiscal Agent s Fees	500.00	450.00	0.00	450.00	0.00	0.00
Total Department 49100:		33,514.15	48,100.00	33,834.85	46,900.00	(1,200.00)	(2.49)
Total Expenditures		1,133,295.07	1,070,753.00	577,256.99	1,195,033.00	124,280.00	11.61
TOTAL REVENUES		1,489,090.06	1,458,200.00	732,835.97	1,505,260.00	47,060.00	3.23
TOTAL EXPENDITURES		1,133,295.07	1,070,753.00	577,256.99	1,195,033.00	124,280.00	11.61
NET OF REVENUES & APPROPRIATIONS:		355,794.99	387,447.00	155,578.98	310,227.00	(77,220.00)	(0.20)

Stormwater Fund Summary

The 2023 budget reflects a 10% rate increase as a preliminary estimate in the upcoming 2022 Utility Rate Study (expected for the September 6th Council Meeting). Service levels are proposed to remain the same so the overall budget remains fairly flat compared to the prior year with significant changes noted below.

Stormwater Fund	Actual		YTD 7/31/2022	Budget		Percent Change
	2020	2021		2022	2023	
Total Revenues	\$ 344,725	\$ 343,030	\$ 181,004	\$ 353,800	\$ 388,080	9.69%
Total Expenditures	\$ 605,924	\$ 428,297	\$ 207,490	\$ 146,204	\$ 180,124	23.20%
		\$ 343,030	\$ 181,004	\$ 353,800	\$ 388,080	
Net Change	\$ (261,200)	\$ (85,267)	\$ (26,486)	\$ 207,596	\$ 207,956	



Revenue Line Item	Increase (Decrease)	Reason
Interest Earnings	(\$1,000)	Low interest rates
Stormwater Sales	\$35,280	10% rate increase

Expense Line Item	Increase (Decrease)	Reason
Wages and Benefits	\$4,420	To actual with COLA increases
Consultants	\$9,000	To actual
Project Coordinator	\$40,000	To actual reflecting engineering time spent on stormwater projects
Maint Services and Improv	(\$1,000)	To actual
Misc.	(\$500)	To actual

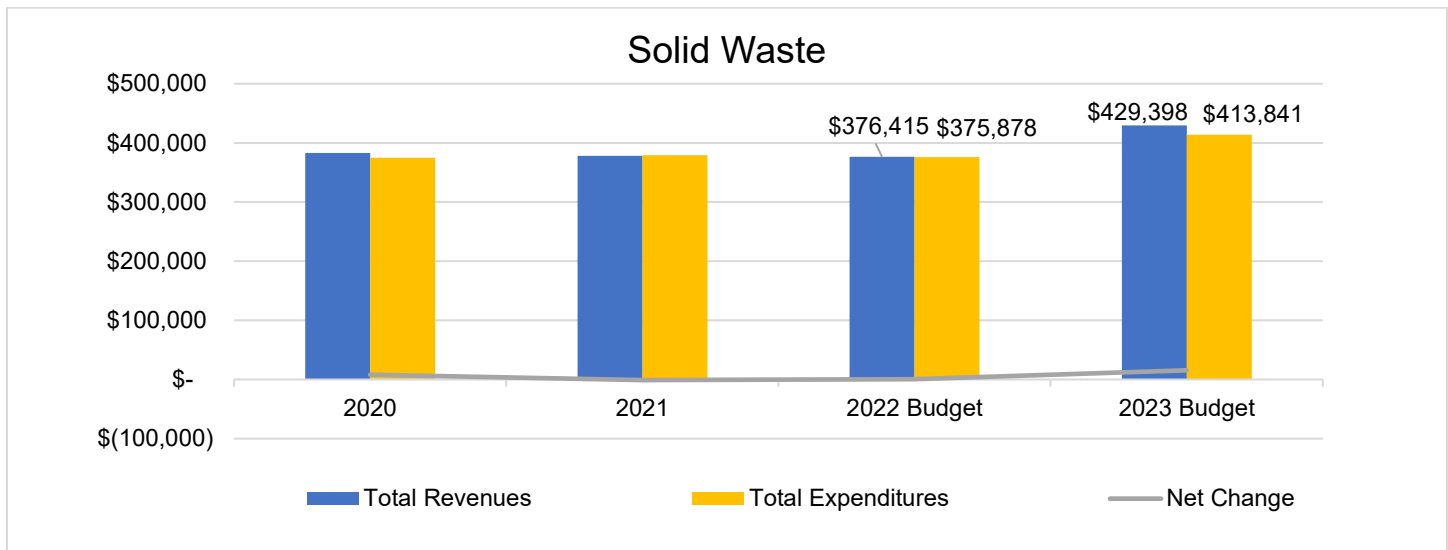
BUDGET REPORT FOR THE CITY OF WAYZATA
2023 STORMWATER ENTERPRISE FUND BUDGET

GL Number	Description	2021 Activity	2022 Budget	2022 YTD Activity	2023 BUDGET	2023 BUDGET Amt Change	2023 BUDGET % Change
Fund: 670 STORMWATER							
Account Category: Revenues							
670-00000-33439	PERA Pension other revenue	60	0	0.00	0.00	0.00	0.00
670-00000-36210	Interest Earnings	-3,587.22	1,000.00	(25,167.33)	0.00	(1,000.00)	(100.00)
670-00000-37110	W/S/Storm Sales	346,557.34	352,800.00	206,171.23	388,080.00	35,280.00	10.00
Total Revenues		343,030.12	353,800.00	181,003.90	388,080.00	34,280.00	9.69
Account Category: Expenditures							
Department: 40000 General Department							
670-40000-00101	Full-Time Employees Regular	51,050.05	49,502.00	27,222.38	52,693.00	3,191.00	6.45
670-40000-00102	Overtime	601	0	710.93	0.00	0.00	0.00
670-40000-00121	PERA	3,746.26	3,713.00	2,058.43	3,952.00	239.00	6.44
670-40000-00122	FICA	3,791.87	3,787.00	2,095.61	4,031.00	244.00	6.44
670-40000-00129	Pension Expense	-8,322.00	0	0.00	0.00	0.00	0.00
670-40000-00130	Employer Paid Ins	8,539.75	8,202.00	4,403.43	8,948.00	746.00	9.10
670-40000-00139	OPEB	40	0	0.00	0.00	0.00	0.00
670-40000-00210	Operating Supplies (GENERAL)	355.68	0	0.00	0.00	0.00	0.00
670-40000-00302	Consultants	710	10,000.00	87.00	1,000.00	(9,000.00)	(90.00)
670-40000-00304	Legal Fees	0	0	660.00	0.00	0.00	0.00
670-40000-00307	Project Coordinator	19,792.50	0	26,090.00	40,000.00	40,000.00	0.00
670-40000-00409	Maint services & Improv	1,182.24	5,000.00	0.00	4,000.00	(1,000.00)	(20.00)
670-40000-00420	Depreciation	127,032.88	0	0.00	0.00	0.00	0.00
670-40000-00499	Miscellaneous	1,236.29	1,000.00	950.49	500.00	(500.00)	(50.00)
670-40000-00722	Operating Transfers - Streets	55,000.00	55,000.00	0.00	55,000.00	0.00	0.00
670-40000-00728	OPERATING TRANSFERS - GF OPERATING	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00
Total Department 40000:		274,756.52	146,204.00	64,278.27	180,124.00	33,920.00	23.20
Department: 49100 Capital							
670-49100-00302	Consultants	41,076.25	0	4,301.50	0	0	0
670-49100-00307	Project Coordinator	25,788.54	0	0	0	0	0
670-49100-00309	Contractual Services	86,675.92	0	138,230.74	0	0	0
670-49100-00499	Miscellaneous	0	0	679.07	0	0	0
Total Department 49100:		153,540.71	0	143,211.31	0	0	0
Total Expenditures		428,297.23	146,204.00	207,489.58	180,124.00	33,920.00	23.20
TOTAL REVENUES		343,030.12	353,800.00	181,003.90	388,080.00	34,280.00	9.69
TOTAL EXPENDITURES		428,297.23	146,204.00	207,489.58	180,124.00	33,920.00	23.20
NET OF REVENUES & APPROPRIATIONS:		(85,267.11)	207,596.00	(26,485.68)	207,956.00	360.00	0.00

Solid Waste Fund Summary

The 2023 budget reflects a \$3.25 fee increase for recycling and organics collection with all other categories increasing 5%. The City's solid waste contract is currently up for renewal so an increase in fees from the contractor is anticipated for 2023.

Solid Waste Fund	Actual		YTD 7/31/2022	Budget		Percent Change
	2020	2021		2022	2023	
Total Revenues	\$ 382,859	\$ 378,119	\$ 186,249	\$ 376,415	\$ 429,398	14.08%
Total Expenditures	\$ 374,986	\$ 379,117	\$ 171,795	\$ 375,878	\$ 413,841	10.10%
Net Change	\$ 7,873	\$ (999)	\$ 14,453	\$ 537	\$ 15,557	



Revenue Line Item	Increase (Decrease)	Reason
Interest Earnings	(\$1,000)	Low interest rates
Garbage	\$4,733	5% rate increase
Recycling	\$49,250	Reflects \$3.25 fee increase for organics and recycling based on the City's solid waste hauler that our rates are currently low for this service.

Expense Line Item	Increase (Decrease)	Reason
Refuse/Garbage	\$14,000	Estimated increase in future solid waste contract
Other Utilities	\$12,000	To actual
Contractual Services	\$11,300	Estimated increase in future solid waste contract

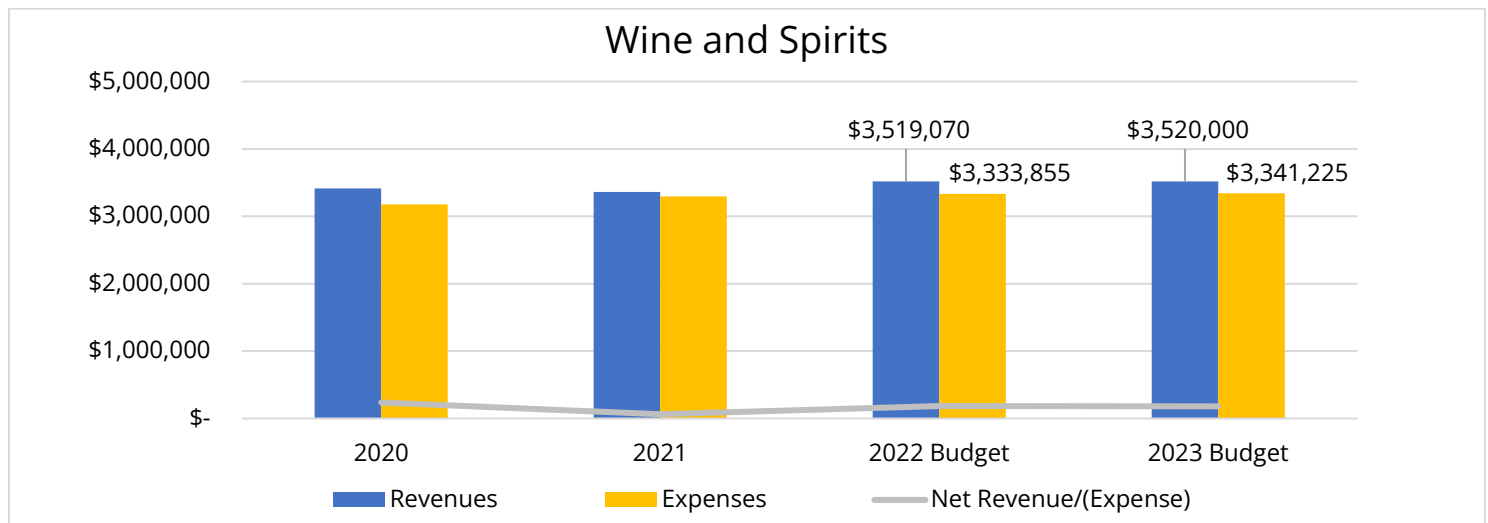
BUDGET REPORT FOR THE CITY OF WAYZATA
2023 SOLID WASTE BUDGET

GL Number	Description	2021 Activity	2022 Budget	2022 YTD Activity	2023 BUDGET	2023 BUDGET Amt Change	2023 BUDGET % Change
Fund: 650 SOLID WASTE							
Account Category: Revenues							
650-00000-33439	PERA Pension other revenue	20.00	0.00	0.00	0.00	0.00	0.00
650-00000-33700	HC Recycling Reimb	16,313.95	10,000.00	0.00	10,000.00	0.00	0.00
650-00000-36210	Interest Earnings	(1,771.63)	1,000.00	(22,552.05)	0.00	(1,000.00)	(100.00)
650-00000-37160	W/S Penalty	1,050.38	1,000.00	505.27	1,000.00	0.00	0.00
650-00000-37510	GARB (TAXABLE)	215,691.15	217,415.00	122,531.54	222,148.00	4,733.00	2.18
650-00000-37520	RECYC (NONTAX)	145,021.98	145,000.00	84,697.45	194,250.00	49,250.00	33.97
650-00000-37530	Additional Can	1,793.08	2,000.00	1,066.55	2,000.00	0.00	0.00
Total Revenues		378,118.91	376,415.00	186,248.76	429,398.00	52,983.00	14.08
Account Category: Expenditures							
650-47500-00384	Refuse/Garbage	145,791.98	143,000.00	65,689.24	153,000.00	10,000.00	6.99
650-47500-00386	Other Utilities	57,311.73	53,000.00	27,483.49	65,000.00	12,000.00	22.64
650-47500-00499	Miscellaneous	12,193.22	18,500.00	0.00	18,500.00	0.00	0.00
650-47600-00101	Full-Time Employees Regular	17,534.56	19,069.00	8,841.75	19,660.00	591.00	3.10
650-47600-00121	PERA	1,272.45	1,430.00	651.18	1,475.00	45.00	3.15
650-47600-00122	FICA	1,269.25	1,459.00	653.20	1,504.00	45.00	3.08
650-47600-00129	Pension Expense	(2,595.00)	0.00	0.00	0.00	0.00	0.00
650-47600-00130	Employer Paid Ins	3,457.45	4,120.00	1,585.29	4,002.00	(118.00)	(2.86)
650-47600-00139	OPEB	329.00	0.00	0.00	0.00	0.00	0.00
650-47600-00309	Contractual Services	48,907.32	49,000.00	25,510.63	55,000.00	6,000.00	12.24
650-47600-00350	Printing & Publishing	1,785.11	600.00	0.00	500.00	(100.00)	(16.67)
650-47700-00309	Contractual Services	9,122.00	3,700.00	0.00	9,000.00	5,300.00	143.24
650-47800-00384	Refuse/Garbage	81,563.79	81,000.00	40,847.77	85,000.00	4,000.00	4.94
650-47800-00386	Other Utilities	1,174.57	1,000.00	532.92	1,200.00	200.00	20.00
Total Expenditures		379,117.43	375,878.00	171,795.47	413,841.00	37,963.00	10.10
TOTAL REVENUES		378,118.91	376,415.00	186,248.76	429,398.00	52,983.00	14.08
TOTAL EXPENDITURES		379,117.43	375,878.00	171,795.47	413,841.00	37,963.00	10.10
NET OF REVENUES & APPROPRIATIONS:		(998.52)	537.00	14,453.29	15,557.00	15,020.00	27.97

Municipal Liquor Fund – Wine and Spirits Budget Summary

The 2023 budget projects that sales will remain flat from 2022. The 2023 budget projects about a 31% gross profit (industry standards for gross profit is around 21-24%). Other significant changes to the budget are noted below.

Liquor - Wine and Spirits	Actual		YTD 7/31/2022	Budget		Percent Change
	2020	2021		2022	2023	
Revenue	\$ 3,416,194	\$ 3,359,754	\$ 1,766,178	\$ 3,519,070	\$ 3,520,000	0.03%
Cost of Goods Sold	\$(2,511,854)	\$(2,448,073)	\$(1,403,712)	\$(2,467,687)	\$(2,445,000)	-0.92%
Operating Expenses	\$ (646,505)	\$ (773,054)	\$ (381,812)	\$ (791,168)	\$ (821,225)	3.80%
Transfer to General Fund	\$ (20,500)	\$ (75,000)	\$ -	\$ (75,000)	\$ (75,000)	0.00%
Net Revenue/(Expense)	\$ 237,335	\$ 63,627	\$ (19,346)	\$ 185,216	\$ 178,775	
Cost of Goods Sold	74%	73%	79%	70%	69%	
Gross Profit	26%	27%	21%	30%	31%	
Operating Expenses	19%	23%	22%	22%	23%	
Net Income Before Transfers	8%	4%	-1%	7%	7%	



Expense Line Item	Increase (Decrease)	Reason
Full-time Wages	\$(62,570)	Reallocated portion of General Fund employees' salaries to a new line item to clarify future reporting.
Part-time Wages	(\$4,000)	To actual with COLA increases
Allocated GF Wages (new line item)	\$84,237	Reallocates the portion of General Fund employees' salaries previously in Full Time Wages to this new line item. Also includes new 3% allocation of the City Managers salary.
Costs of Goods Sold (Liquor, Wine, Beer, etc.)	(\$22,687)	To match actual sales and obtain a 31% gross profit
Expense Line Item	Increase (Decrease)	Reason

Auditing and Acctg Services	(\$4,635)	Per updated proposals with new allocations across enterprise funds
Personnel Expense	(\$1,000)	To actual
Advertising	\$5,000	Increase to allow for implementation of 2022 marketing study
Electric Utilities	\$2,000	Significant increases in utility costs
Fuel, Oil, and Natural Gas	\$2,500	Significant increases in utility costs
Maint Services and Improv.	\$1,000	To actual
Debt Serv Bond Principal	\$2,500	Per debt payment schedule
Bond Interest	(\$1,449.50)	Per debt payment schedule
Interfund Loan Transfers	(\$5,240)	Interfund loan repayment completed in 2022

BUDGET REPORT FOR THE CITY OF WAYZATA
2023 LIQUOR STORE BUDGET

GL Number	Description	2021 Activity	2022 Budget	2022 YTD Activity	2023 BUDGET	2023 BUDGET Amt Change	2023 BUDGET % Change
Fund: 640 LIQUOR							
Account Category: Revenues							
640-00000-37301	Store Liquor Sales	885,116.09	905,000.00	480,819.57	905,000.00	0.00	0.00
640-00000-37302	Store Wine Sales	1,585,515.76	1,715,200.00	807,250.92	1,716,000.00	800.00	0.05
640-00000-37303	Store Beer Sales	728,986.51	764,900.00	391,781.52	765,000.00	100.00	0.01
640-00000-37304	Store Misc. Sales	160,135.71	133,970.00	86,326.40	134,000.00	30.00	0.02
Total Revenues		3,359,754.07	3,519,070.00	1,766,178.41	3,520,000.00	930.00	0.03

Account Category: Expenditures

Department: 47000 Off-Sale

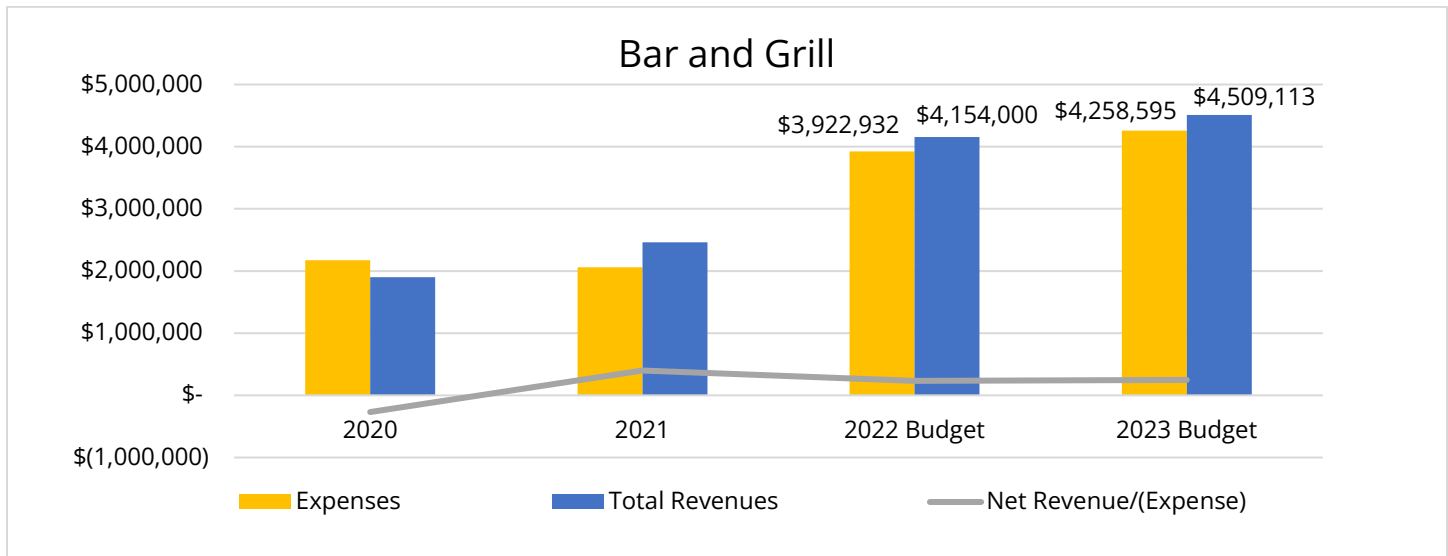
GL Number	Description	2021 Activity	2022 Budget	2022 YTD Activity	2023 BUDGET	2023 BUDGET Amt Change	2023 BUDGET % Change
640-47000-00101	Full-Time Employees Regular	215,909.65	268,726.00	135,632.19	206,156.00	(62,570.00)	(23.28)
640-47000-00102	Overtime	1,280.31	500.00	1,105.70	1,000.00	500.00	100.00
640-47000-00103	Part-Time Employees	116,799.95	88,000.00	54,031.18	92,000.00	4,000.00	4.55
640-47000-00108	Allocated GF Wages	0.00	0.00	0.00	84,237.00	84,237.00	0.00
640-47000-00121	PERA	25,626.58	25,298.00	14,295.48	28,755.00	3,457.00	13.67
640-47000-00122	FICA	25,149.34	25,804.00	13,958.61	29,330.00	3,526.00	13.66
640-47000-00129	Pension Expense	112,437.00	0.00	0.00	0.00	0.00	0.00
640-47000-00130	Employer Paid Ins	52,806.15	70,122.00	30,704.19	66,654.00	(3,468.00)	(4.95)
640-47000-00139	OPEB	(4,227.00)	0.00	0.00	0.00	0.00	0.00
640-47000-00200	Office Supplies (GENERAL)	534.03	1,000.00	659.90	1,000.00	0.00	0.00
640-47000-00210	Operating Supplies (GENERAL)	6,085.50	5,000.00	3,425.88	5,000.00	0.00	0.00
640-47000-00212	Motor Fuels	133.37	200.00	42.15	200.00	0.00	0.00
640-47000-00251	Liquor For Resale	706,645.27	678,750.00	416,785.44	690,000.00	11,250.00	1.66
640-47000-00252	Wine For Resale	1,072,571.13	1,114,880.00	600,741.14	1,100,000.00	(14,880.00)	(1.33)
640-47000-00253	Beer For Resale	534,895.33	573,675.00	309,662.29	540,000.00	(33,675.00)	(5.87)
640-47000-00254	Soft Drinks/Mix For Resale	68,073.46	40,382.00	39,805.59	50,000.00	9,618.00	23.82
640-47000-00256	MISC.MDSE.RESALE	47,388.24	40,000.00	25,513.42	45,000.00	5,000.00	12.50
640-47000-00259	Freight	18,499.27	20,000.00	11,204.29	20,000.00	0.00	0.00
640-47000-00301	Auditing and Acct g Services	8,100.00	12,000.00	8,391.67	7,365.00	(4,635.00)	(38.63)
640-47000-00306	Personnel Expense	(28.62)	1,500.00	0.00	500.00	(1,000.00)	(66.67)
640-47000-00321	Telephone	1,251.60	1,200.00	700.00	1,200.00	0.00	0.00
640-47000-00331	Mileage & Expense Account	92.90	500.00	20.38	200.00	(300.00)	(60.00)
640-47000-00340	Advertising	11,883.85	15,000.00	5,379.00	20,000.00	5,000.00	33.33
640-47000-00341	General Promotions	45,818.33	44,000.00	23,237.30	44,000.00	0.00	0.00
640-47000-00361	General Liability Ins	8,969.00	10,000.00	10,000.00	10,000.00	0.00	0.00
640-47000-00365	Workers Comp Ins	12,000.00	12,000.00	12,000.00	12,000.00	0.00	0.00
640-47000-00381	Electric Utilities	17,757.01	17,000.00	11,501.32	19,000.00	2,000.00	11.76
640-47000-00383	Fuel, oil and natural gas	2,630.19	3,000.00	2,990.51	5,500.00	2,500.00	83.33
640-47000-00384	Refuse/Garbage	1,800.00	1,800.00	900.00	1,800.00	0.00	0.00
640-47000-00401	Repairs/Maint Buildings	3,500.12	3,500.00	428.05	3,500.00	0.00	0.00
640-47000-00404	Repairs/Maint - Machin/Equip	4,916.69	5,000.00	1,877.43	5,000.00	0.00	0.00
640-47000-00409	Maint services & Improv	4,465.91	3,500.00	801.38	4,500.00	1,000.00	28.57
640-47000-00431	Cash Over/Short	(56.38)	100.00	34.16	100.00	0.00	0.00
640-47000-00433	Dues, Licensing & Seminars	4,677.94	4,000.00	3,848.43	4,000.00	0.00	0.00
640-47000-00497	Credit Card Fees	75,167.92	73,600.00	35,162.90	73,600.00	0.00	0.00
640-47000-00499	Miscellaneous	344.28	500.00	13.80	500.00	0.00	0.00
640-47000-00540	Equipment	0.00	0.00	606.50	0.00	0.00	0.00
640-47000-00601	Debt Srv Bond Principal	0.00	72,500.00	0.00	75,000.00	2,500.00	3.45
640-47000-00611	Bond Interest	17,228.83	20,127.50	10,063.75	18,678.00	(1,449.50)	(7.20)
640-47000-00621	Fiscal Agent s Fees	0.00	450.00	0.00	450.00	0.00	0.00
640-47000-00710	Interfund Loan Transfers	0.00	5,240.00	0.00	0.00	(5,240.00)	(100.00)
640-47000-00728	OPERATING TRANSFERS - GF OPERATING	75,000.00	75,000.00	0.00	75,000.00	0.00	0.00
Total Expenditures		3,296,127.15	3,333,854.50	1,785,524.03	3,341,225.00	7,370.50	0.22

TOTAL REVENUES	3,359,754.07	3,519,070.00	1,766,178.41	3,520,000.00	930.00	0.03
TOTAL EXPENDITURES	3,296,127.15	3,333,854.50	1,785,524.03	3,341,225.00	7,370.50	0.22
NET OF REVENUES & APPROPRIATIONS:	63,626.92	185,215.50	(19,345.62)	178,775.00	(6,440.50)	(0.03)

Municipal Liquor Fund – Bar and Grill Budget Summary

The 2023 budget projects that sales generally will decrease with a few exceptions in liquor and food sales which have had sales trending higher than budget. The 2023 budget projects a 74% gross profit (industry standards are around 70%). Other significant changes to the budget are noted below.

	Actual		YTD	Budget		Percent Change
Liquor - Bar and Grill	2020	2021	7/31/2022	2022	2023	
Revenue	\$ 1,902,997	\$ 3,514,971	\$ 2,459,318	\$ 4,154,000	\$ 4,509,113	8.55%
Cost of Goods Sold	\$ (572,288)	\$ (867,076)	\$ (595,683)	\$(1,037,800)	\$(1,161,660)	11.93%
Operating Expenses	\$(1,578,879)	\$(2,295,358)	\$(1,464,265)	\$(2,785,132)	\$(2,996,935)	7.60%
Transfer to General Fund	\$ (20,500)	\$ (100,000)	\$ -	\$ (100,000)	\$ (100,000)	0.00%
Net Revenue/(Expense)	\$ (268,669)	\$ 252,537	\$ 399,370	\$ 231,069	\$ 250,518	
Cost of Goods Sold	30%	25%	24%	25%	26%	
Gross Profit	70%	75%	76%	75%	74%	
Operating Expenses	83%	65%	60%	67%	66%	
Net Income Before Transfers	-13%	10%	16%	8%	8%	



Revenue Line Item	Increase (Decrease)	Reason
Sales	\$355,113	Increases in liquor sales and food sales to match actual trends in 2022. Projected decreases in other categories due to estimated economic impact limiting consumer purchasing.
Rent Income	\$2,000	Increase in rental charge to Lions due to expanded space and returning rent to pre-recession levels.
ATM Fees	(\$1,900)	To actual
Vendor Rebates	(\$1,000)	To actual
Misc. Revenues	\$63,941	Receipt of tips paid via credit cards which are then paid out in the PT wages expenses below.

Expense Line Item	Increase (Decrease)	Reason
Full-time Wages & Benefits (On-Sale)	(\$65,755)	Reallocated portion of General Fund employees' salaries to a new line item to clarify future reporting.
Overtime Wages (On-Sale)	(\$3,787)	To actual
Part-time Wages (On-Sale)	\$76,967	Anticipated increase in minimum wage. Includes increase in credit card tips paid to employees, the Misc. Revenues line item offsets this expense.
Allocated GF Wages (new line item)	\$84,237	Reallocates the portion of General Fund employees' salaries previously in Full Time Wages to a new line item. Also includes new 3% allocation of the City Managers salary.
Operating Supplies	(\$5,152)	To actual
Costs of Goods Sold (Liquor, Wine, Beer, Food etc.)	\$123,860	To match projected sales and obtain an overall gross profit of 74%.
Auditing and Acctg Services	(\$4,635)	Per updated proposals with new allocations across enterprise funds
Personnel Expense	(\$4,500)	To actual
Advertising	\$3,500	To actual
General and Food Promotions	(\$19,000)	To actual
Electric Utilities	\$8,232	Significant increases in utility costs
Fuel, Oil, and Natural Gas	\$9,158	Significant increases in utility costs
Refuse/Garbage	\$2,586	To actual
Repairs and Maint – Buildings, Machin/Equip	\$4,212	To actual
Dues, Licensing and Seminars	\$1,404	To actual
Credit Card Fees	\$41,720	To actual
Debt Serv Bond Principal	\$2,500	Per debt payment schedule
Bond Interest	(\$1,449.50)	Per debt payment schedule
Interfund Loan Transfers	(\$5,240)	Interfund loan repayment completed in 2022
Full-Time Wages (Kitchen)	(\$1,263)	To actual
Overtime (Kitchen)	(\$13,111)	To actual
Part-time Wages (Kitchen)	(\$6,616)	To actual
Operating Supplies (Kitchen)	\$116,988	To actual
Repairs/Maint (Kitchen)	(\$2,846)	To actual
Other Equipment Rentals	\$1,064	To actual

BUDGET REPORT FOR THE CITY OF WAYZATA
2023 BAR AND GRILL BUDGET

GL Number	Description	2021 Activity	2022 Budget	2022 YTD Activity	2023 BUDGET	2023 BUDGET Amt Change	2023 BUDGET % Change
Fund: 640 LIQUOR							
Account Category: Revenues							
640-00000-38301	Bar Liquor Sales	429,886.13	450,000.00	293,043.81	545,983.00	95,983.00	21.33
640-00000-38302	Bar Wine Sales	144,141.74	215,000.00	105,850.36	196,973.00	(18,027.00)	(8.38)
640-00000-38303	Bar Beer Sales	576,684.44	760,000.00	377,456.80	710,433.00	(49,567.00)	(6.52)
640-00000-38304	Bar Beverages	72,782.89	100,000.00	50,574.72	87,075.00	(12,925.00)	(12.93)
640-00000-38305	Bar Food Sales	1,742,187.26	2,000,000.00	1,241,895.30	2,277,108.00	277,108.00	13.86
640-00000-38306	Bar Merchandise Sales	299.47	1,500.00	129.58	1,000.00	(500.00)	(33.33)
640-00000-38310	2FOR1 Food Coupons	(62.23)	0.00	(47.40)	0.00	0.00	0.00
640-00000-38320	Rent Income	6,000.00	6,000.00	3,500.00	8,000.00	2,000.00	33.33
640-00000-38362	ATM Fees	7,741.28	9,000.00	5,419.62	7,100.00	(1,900.00)	(21.11)
640-00000-38370	Vendor Rebates - BAR	0.00	2,500.00	0.00	1,500.00	(1,000.00)	(40.00)
640-00000-39400	Misc.Revenues	535,310.06	610,000.00	381,495.64	673,941.00	63,941.00	10.48
Total Revenues		3,514,971.04	4,154,000.00	2,459,318.43	4,509,113.00	355,113.00	8.55
Account Category: Expenditures							
Department: 48000 On-Sale							
640-48000-00101	Full-Time Employees Regular	305,641.18	309,359.00	168,838.57	243,604.00	(65,755.00)	(21.26)
640-48000-00102	Overtime	1,446.75	5,000.00	911.05	1,213.00	(3,787.00)	(75.74)
640-48000-00103	Part-Time Employees	788,262.01	975,730.00	510,577.68	1,052,697.00	76,967.00	7.89
640-48000-00108	Allocated GF Wages	0.00	0.00	0.00	84,237.00	84,237.00	0.00
640-48000-00121	PERA	78,238.22	95,263.00	44,432.18	103,632.00	8,369.00	8.79
640-48000-00122	FICA	82,811.03	97,168.00	50,988.65	105,704.00	8,536.00	8.78
640-48000-00130	Employer Paid Ins	66,297.80	83,075.00	41,728.40	89,882.00	6,807.00	8.19
640-48000-00200	Office Supplies (GENERAL)	262.13	1,500.00	387.09	1,162.00	(338.00)	(22.53)
640-48000-00210	Operating Supplies (GENERAL)	19,828.43	37,000.00	16,052.04	31,848.00	(5,152.00)	(13.92)
640-48000-00251	Liquor For Resale	83,699.30	103,500.00	57,433.84	125,577.00	22,077.00	21.33
640-48000-00252	Wine For Resale	33,896.44	49,500.00	28,350.93	55,153.00	5,653.00	11.42
640-48000-00253	Beer For Resale	115,697.21	174,800.00	71,356.93	163,400.00	(11,400.00)	(6.52)
640-48000-00254	Soft Drinks/Mix For Resale	19,225.08	30,000.00	11,265.43	20,542.00	(9,458.00)	(31.53)
640-48000-00301	Auditing and Acct g Services	8,175.00	12,000.00	8,391.66	7,365.00	(4,635.00)	(38.63)
640-48000-00306	Personnel Expense	2,407.59	4,500.00	0.00	0.00	(4,500.00)	(100.00)
640-48000-00321	Telephone	1,200.00	1,200.00	700.00	1,200.00	0.00	0.00
640-48000-00331	Mileage & Expense Account	50.00	0.00	0.00	0.00	0.00	0.00
640-48000-00340	Advertising	0.00	6,500.00	0.00	10,000.00	3,500.00	53.85
640-48000-00341	General Promotions	871.46	10,000.00	428.93	1,000.00	(9,000.00)	(90.00)
640-48000-00342	Promotions - Food/Drinks	2,705.05	10,000.00	0.00	0.00	(10,000.00)	(100.00)
640-48000-00361	General Liability Ins	19,000.00	19,000.00	19,311.83	19,311.00	311.00	1.64
640-48000-00365	Workers Comp Ins	35,436.00	36,000.00	36,000.00	36,000.00	0.00	0.00
640-48000-00381	Electric Utilities	41,433.01	37,000.00	26,836.40	45,232.00	8,232.00	22.25
640-48000-00383	Fuel, oil and natural gas	10,520.79	12,500.00	11,962.01	21,658.00	9,158.00	73.26
640-48000-00384	Refuse/Garbage	11,265.79	8,500.00	6,655.38	11,086.00	2,586.00	30.42
640-48000-00401	Repairs/Maint Buildings	5,487.91	10,000.00	6,504.85	13,010.00	3,010.00	30.10
640-48000-00404	Repairs/Maint - Machin/Equip	8,996.93	10,000.00	6,452.63	11,202.00	1,202.00	12.02
640-48000-00409	Maint services & Improv	14,998.01	12,000.00	4,291.22	11,823.00	(177.00)	(1.48)
640-48000-00415	Other Equipment Rentals	3,923.61	3,500.00	2,281.72	4,304.00	804.00	22.97
640-48000-00431	Cash Over/Short	93.28	0.00	(0.09)	0.00	0.00	0.00
640-48000-00433	Dues, Licensing & Seminars	2,232.86	4,000.00	2,456.13	5,404.00	1,404.00	35.10
640-48000-00497	Credit Card Fees	75,863.03	55,000.00	48,467.30	96,720.00	41,720.00	75.85
640-48000-00499	Miscellaneous	204.47	0.00	25.29	81.00	81.00	0.00
640-48000-00540	Equipment	446.96	0.00	0.00	0.00	0.00	0.00
640-48000-00601	Debt Srv Bond Principal	0.00	72,500.00	0.00	75,000.00	2,500.00	3.45
640-48000-00611	Bond Interest	19,349.12	20,127.50	10,063.75	18,678.00	(1,449.50)	(7.20)
640-48000-00621	Fiscal Agent s Fees	0.00	0.00	0.00	450.00	450.00	0.00
640-48000-00710	Interfund Loan Transfers	0.00	5,240.00	0.00	0.00	(5,240.00)	(100.00)
640-48000-00728	OPERATING TRANSFERS - GF OPERATING	100,000.00	100,000.00	0.00	100,000.00	0.00	0.00
Total Department 48000:		1,959,966.45	2,411,462.50	1,193,151.80	2,568,175.00	156,712.50	6.50

BUDGET REPORT FOR THE CITY OF WAYZATA
2023 BAR AND GRILL BUDGET

GL Number	Description	2021 Activity	2022 Budget	2022 YTD Activity	2023 BUDGET	2023 BUDGET Amt Change	2023 BUDGET % Change
Department: 48500 Kitchen							
640-48500-00101	Full-Time Employees Regular	31,198.19	71,642.00	37,246.69	70,379.00	(1,263.00)	(1.76)
640-48500-00102	Overtime	29,885.04	40,000.00	14,354.92	26,889.00	(13,111.00)	(32.78)
640-48500-00103	Part-Time Employees	424,634.50	511,000.00	258,053.16	504,384.00	(6,616.00)	(1.29)
640-48500-00121	PERA	37,119.18	38,325.00	23,027.22	45,124.00	6,799.00	17.74
640-48500-00122	FICA	37,861.40	39,092.00	23,669.63	46,027.00	6,935.00	17.74
640-48500-00130	Employer Paid Ins	18,330.82	56,410.00	13,725.14	70,778.00	14,368.00	25.47
640-48500-00210	Operating Supplies (GENERAL)	91,121.62	65,000.00	65,273.94	122,463.00	57,463.00	88.40
640-48500-00217	Uniforms	1,696.58	3,000.00	1,100.30	2,170.00	(830.00)	(27.67)
640-48500-00255	FOODIngredients For Resale	614,557.55	680,000.00	427,276.05	796,988.00	116,988.00	17.20
640-48500-00404	Repairs/Maint - Machin/Equip	8,389.35	5,000.00	538.39	2,154.00	(2,846.00)	(56.92)
640-48500-00415	Other Equipment Rentals	7,592.48	2,000.00	2,502.72	3,064.00	1,064.00	53.20
640-48500-00540	Equipment	80.65	0.00	28.58	0.00	0.00	0.00
Total Department 48500:		1,302,467.36	1,511,469.00	866,796.74	1,690,420.00	178,951.00	11.84
Total Expenditures		3,262,433.81	3,922,931.50	2,059,948.54	4,258,595.00	335,663.50	18.34
TOTAL REVENUES		3,514,971.04	4,154,000.00	2,459,318.43	4,509,113.00	355,113.00	8.55
TOTAL EXPENDITURES		3,262,433.81	3,922,931.50	2,059,948.54	4,258,595.00	335,663.50	18.34
NET OF REVENUES & APPROPRIATIONS:		252,537.23	231,068.50	399,369.89	250,518.00	19,449.50	0.08

2023 FEE SCHEDULE

Water usage increase:	7%	0%
Sewer usage increase:	10%	3%
Storm water usage increase:	5%	10%
Garbage/Recy/Organic increase:	0%	5%
all others	5.00%	5.00%

	2022	2023
CITY UTILITIES		
WATER		
Water connection fee (on bldg. permit)/WAC	\$ 2,592.00	\$ 2,592.00
Water connection/tap outside City/WAC	\$ 2,786.00	\$ 2,786.00
Water connection charge, East Holdridge (price is set @ \$4,191) + WAC	\$ 4,191.00	\$ 4,191.00
Water meter inspection	\$ 65.00	\$ 65.00
Water connection inspection/water disconnect inspection	\$ 128.00	\$ 128.00
Temporary water disconnect	\$ 65.00	\$ 65.00
Permanent water disconnect	\$ 128.00	\$ 128.00
Lawn sprinkler system inspection	\$ 65.00	\$ 65.00
Water Usage Permit	\$ 150.00	\$ 150.00
Water Usage Charges (monthly utility bill)		
3/4" water meter	\$ 12.30	\$ 12.30
1" water meter	\$ 17.10	\$ 17.10
1 1/2" water meter	\$ 22.10	\$ 22.10
2" water meter	\$ 35.50	\$ 35.50
3" water meter	\$ 134.60	\$ 134.60
4" water meter	\$ 171.30	\$ 171.30
Water residential/multi res/non city monthly rate 0-6,000 gallons (per thousand gallons)	\$ 2.50	\$ 2.50
Water residential/multi res/non city monthly rate over 6,000 gallons (per thousand gallons)	\$ 3.15	\$ 3.15
Water commercial monthly rate up to 25,000 gallons (per thousand gallons)	\$ 2.50	\$ 2.50
Water commercial monthly rate over 25,000 gallons (per thousand gallons)	\$ 2.70	\$ 2.70
Water institutional monthly rate up to 100,000 gallons (per thousand gallons)	\$ 2.50	\$ 2.50
Water institutional monthly rate over 100,000 gallons (per thousand gallons)	\$ 3.05	\$ 3.05
Water sprinkling monthly rate up to 30,000 gallons (per thousand gallons)	\$ 3.05	\$ 3.05
Water sprinkling monthly rate over 30,000 gallons (per thousand gallons)	\$ 3.90	\$ 3.90
WATER METER PRICES-NEW ACCOUNTS (fees shown include sales tax)		
	Based on vendor	Based on vendor
Model 25 & 35	\$ 612.89	\$ 473.11
Model 70	\$ 829.94	\$ 716.12
Model 120	\$ 1,763.41	\$ 1,363.42
Model 170	\$ 2,096.74	\$ 1,913.95
Model 200	\$ 2,042.98	\$ 2,541.89
Model 450	\$ 3,548.33	\$ 3,085.97
2" Compound	\$ 3,747.25	\$ 4,834.86
3" Compound	\$ 5,392.38	\$ 5,831.08
4" Compound	\$ 6,763.32	\$ 9,240.16
WATER METER PRICES-SPRINKLING ACCOUNTS (fees shown include sales tax)		
Model 25 & 35	\$ 337.09	\$ 260.21
Model 70	\$ 455.37	\$ 393.86
Model 120	\$ 969.88	\$ 749.88
Model 170	\$ 1,153.21	\$ 1,052.67
Model 200	\$ 1,123.64	\$ 1,398.04
Model 450	\$ 1,951.58	\$ 1,697.28
2" Compound	\$ 2,424.69	\$ 3,128.44
3" Compound	\$ 3,489.19	\$ 3,773.05
4" Compound	\$ 4,376.27	\$ 5,978.93
SEWER		
M.C.E.S. SAC (rate set by Metropolitan Council)	\$ 2,485.00	\$ 2,485.00
Sewer connection charge (on bldg. permit)/SAC	\$ 1,000.00	\$ 1,000.00
Sewer connection inspection/sewer disconnect inspection	\$ 128.00	\$ 128.00
Sewer Usage Charges (monthly utility bill)		
Sewer residential monthly rate base charge	\$ 17.25	\$ 17.80
Sewer residential monthly rate 0-9999999 gallons (per thousand gallons)	\$ 6.90	\$ 7.20
Sewer multi-unit residential monthly rate base charge	\$ 17.25	\$ 17.80
Sewer multi-unit residential monthly rate 0-9999999 gallons (per thousand gallons)	\$ 6.90	\$ 7.20
Sewer multi-unit commercial monthly rate base charge	\$ 17.25	\$ 17.80
Sewer multi-unit commercial monthly rate 0-9999999 gallons (per thousand gallons)	\$ 6.90	\$ 7.20
Sewer commercial monthly rate base charge	\$ 17.25	\$ 17.80
Sewer commercial monthly rate 0-9999999 gallons (per thousand gallons)	\$ 6.90	\$ 7.20
Sewer pipe in monthly rate base charge	\$ 54.50	\$ 56.20

2023 FEE SCHEDULE

Water usage increase:	7%	0%
Sewer usage increase:	10%	3%
Storm water usage increase:	5%	10%
Garbage/Recy/Organic increase:	0%	5%
all others	5.00%	5.00%

	2022	2023
STORMWATER		
Storm water connection inspection	\$ 108.00	\$ 118.90
Storm water utility (REF) charges (monthly utility bill) (1 acre=43,560 sq. ft.)		
Residential base charge for up to 14,520 sq ft	\$ 6.80	\$ 7.50
+ rate per square ft. for any amount over 14,520 sq feet	0.00011560	0.00012715
Multiple, Institutional - rate per square foot	0.00138882	0.00152770
(The Multiple, Institutional rate per acre fee)	\$ 60.50	\$ 66.55
Commercial - rate per square foot	0.00231464	0.00254611
(The Commercial rate per acre fee)	\$ 100.80	\$ 110.91
Undeveloped - rate per square foot	0.00011560	0.00012715
(The Undeveloped rate per acre fee)	\$ 5.05	\$ 5.54
School - rate per square foot	0.000579012	0.00063691
(The School rate per acre fee)	\$ 25.25	\$ 27.74
SOLID WASTE		
RECYCLING/ORGANICS MONTHLY FEE, RESIDENTIAL	\$ 9.25	\$ 12.60
GARBAGE MONTHLY RATES, RESIDENTIAL		
Sticker service	\$ 3.50	\$ 3.50
1 can (35 gal) weekly	\$ 8.02	\$ 8.42
2 can (65 gal) weekly	\$ 13.44	\$ 14.11
3 can (95 gal) weekly	\$ 18.62	\$ 19.55
4 can (2-65 gal) weekly	\$ 28.32	\$ 29.74
5 can (65 & 95 gal) weekly	\$ 33.28	\$ 34.94
6 can (2-95 gal) weekly	\$ 38.01	\$ 39.91
7 can weekly	\$ 47.94	\$ 50.34
8 can weekly	\$ 58.08	\$ 60.98
9 can weekly	\$ 67.55	\$ 70.93
10 can weekly	\$ 77.25	\$ 81.11
12 can weekly	\$ 96.41	\$ 101.23
Drive up service weekly	\$ 12.00	\$ 12.60
GARBAGE MONTHLY TAX, RESIDENTIAL (18.75 to 25.25% April 1, 2019)		
1 can (35 gal) weekly	\$ 2.03	\$ 2.13
2 can (65 gal) weekly	\$ 3.39	\$ 3.56
3 can (95 gal) weekly	\$ 4.71	\$ 4.94
4 can (2-65 gal) weekly	\$ 7.15	\$ 7.51
5 can (65 & 95 gal) weekly	\$ 8.40	\$ 8.82
6 can (2-95 gal) weekly	\$ 9.60	\$ 10.08
7 can weekly	\$ 12.10	\$ 12.71
8 can weekly	\$ 14.67	\$ 15.40
9 can weekly	\$ 17.06	\$ 17.91
10 can weekly	\$ 19.51	\$ 20.48
12 can weekly	\$ 24.34	\$ 25.56
Drive up service weekly	\$ 3.03	\$ 3.18
GARBAGE EVERY OTHER WEEK MONTHLY RATES	Half of weekly rate	Half of weekly rate
GARBAGE EVERY OTHER WEEK MONTHLY TAX (18.75 to 25.25% April 1, 2019)		
1 can (35 gal)	\$ 1.01	\$ 1.06
2 can (65 gal)	\$ 1.70	\$ 1.78
3 can (95 gal)	\$ 2.35	\$ 2.47
Drive up service every other week fee	\$ 1.52	\$ 3.75
CEMETERY		
Cemetery burial easement - Resident (full and cremain lots)	\$ 1,328.00	\$ 1,395.00
Cemetery burial easement - Infant	\$ 535.00	\$ 562.00
Cemetery burial easement - Employee killed in the line of duty	\$ 0.00	\$ 0.00
Cemetery grave open/close	\$ 1,062.00	\$ 1,116.00
+ Additional for openings when frost	\$ 273.00	\$ 287.00
+ Additional for weekends/holidays	\$ 397.00	\$ 417.00
Cemetery or Cremain opening/close - Employee killed in the line of duty	\$ 0.00	\$ 0.00
Cremain opening/close	\$ 602.00	\$ 633.00
+ Additional for cremain openings when frost	\$ 125.00	\$ 132.00
+ Additional for weekends/holidays (3 hr min.PW staff)	\$ 397.00	\$ 417.00
PARKS, RECREATION AND CITY FACILITY RENTALS		
Municipal Boat Slips, Beach, and Lakefront Rentals		
Outer lagoon	\$ 2,268.00	\$ 2,382.00
Inner lagoon	\$ 1,985.00	\$ 2,085.00
Canoe rack (non-resident fees are double)	\$ 90.00	\$ 95.00
Charter boats annual permit	\$ 2,375.00	\$ 2,494.00
Charter boats temporary one day permit (1 pickup, 1 drop off)	\$ 410.00	\$ 431.00
"Museum of Lake Minnetonka" charter boat "Minnehaha" (50% of annual permit)	\$ 1,185.00	\$ 1,245.00

Madam Mayor and City Council Members,

I am following up on a question that the mayor directed to Jeff Dahl at the Aug 3rd meeting. Jeff Dahl was asked if the winter dredging was ever intended to be completed in 2023 on the earlier spreadsheet. I had the answer but my 3 minutes had expired. The answer was yes. Dredging was listed on the spreadsheet to be completed in 2023. Jeff stated that he did not remember and would have to check.

This \$175,000 dredging is imperative due to the lake levels. The city manager's decision to postpone the dredging to be completed in 2024 without consideration of the consequences could cause safety issues for boats in the lagoon specifically the "Boat Drive Units".

There is also an environmental impact on water quality. These 2 lagoons serve as filtration (NURP) ponds for sediment from the city streets runoff. This equates to neglecting to purchase tires for your car for another 2 years even though you know the tires are already worn out.

At the very least, we were promised to dredge the channel, and new security cameras, none were completed. We hoped to get some response to requests in the survey, perhaps some GFIs (Electrical outlets), (\$5000), 4 emails later, still no response.

I have attached an earlier spreadsheet showing 2023 dredging schedule and a recent spreadsheet showing that the city manager moved dredging to after the transition year (2024). Moving dredging and moving other repair promises only benefits Park and Trails financially. These cameras are a valuable aid to Chief Schultz considering previous break-ins at the lagoon. They overlook the parking lots and we know nothing good happens after dark Friday and Saturday during warmer months.

The lagoon is falling deeper into disrepair because maintenance has been postponed and postponed. The tired lagoon is not a good representation of Wayzata values. As stated more than once by city staff, our fees have supported Parks and Trails, Park Fund, Lake Fund, Lakefront Fund which became Panoway and not the boat slip users.

To comply with the city formula for developing a profitable Enterprise, we are asking that city complies with their own formula:

- Set aside one month of direct operating expenses to be placed in a reserve (\$5000)
- The following year's debt payment (currently no debt)
- 10 year average of capital expenses (\$50,000)

We must have this reserve.

The city's response to us is that they will use all our funds from 2022 and we start from zero. This is after they delayed 3 years of maintenance. We feel set up to fail. Who starts a business with zero capital.

We started this process in good faith hoping for a collaborative process. The city manager met with us for only 45 minutes in 8 months, and we have not been able to communicate with the city council regarding the objectives and goals of the enterprise.

Boat Slip Committee
Chris Hickman
Dennis Marhula
Brian McCullough
Christina McCullough

Hello Chris,

Good questions. Just to clarify a couple things, the Marina Enterprise Fund is not effective until 2023. So all boat slip revenue is going to stay in the parks and trails fund this year as will Marina expenses. Then starting in 2023 all marina revenues and expenses will all be retained in the Marina Fund. To explain a little bit more about how a reserve works, it's not a separate fund per se, but a target threshold of how much money to retain within a certain fund as a reserve. You are referencing that formula correctly, one month of operating expenses, the next year's debt payments, and the 10 year average of capital expenses. We would run those calculations after the 2023 audit is completed in the spring of 2024 to determine if there is any amount of excess reserves. There is not any debt issued for the Marina and one month of operating expenses is about \$5,000. Like I mentioned above, since this fund won't be established until 2023, only revenues collected starting in 2023 will be used to start building up the reserve in this fund. That's how I've depicted it on the cash flows as well.

Also I apologize I can't remember which workshop I highlighted for you to attend when we will be discussing boat slip fees. Was that for August 3 or August 16th? I can make either date work since we'll be talking about our fee schedule now at both meetings.

Thanks,



Aurora Yager

Administrative Services Director

ayager@wayzata.org | 952-404-5317

600 Rice St E | Wayzata, MN 55391

www.wayzata.org

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-----Original Message-----

From: Chris Hickman <chrisallenhickman@gmail.com>

Sent: Friday, July 29, 2022 2:50 PM

To: Aurora Yager <ayager@wayzata.org>

Cc: Dennis Marhula <dfmarhula44@gmail.com>; Brian and Christina McCullough <mcculloughbc@msn.com>

Subject: Fees 2022 \$215,607

Hi Aurora,

Second request, to comply with the city formula for profitable enterprises we ask the following questions.

1. We need to set aside one month of direct operating expenses to be placed in a

reserve fund to cover future expenses of the lagoon. (Is this correct)?

2. Next years debt payment (do we have any)?
3. What amount of our fees in 2022 are required to be set aside for dredging
which is within the next few years.

Your help is always greatly appreciated,

Chris Hickman

Sent from my iPad

EARLY SPREADSHEET

3%

Marina - Future Budgeted Capital Costs	2017	2018	Actual 2019	2020	2021	2022	2023	2024	2025	2026	Forecasted 2027	2028	2029	2030	2031	2032
Marina Maintenance / Minor Repairs / Landscaping	\$ 170,706	\$ 19,369	\$ 30,702	\$ 17,984	\$ 14,563	\$ 10,600	\$ 18,644	\$ 19,203	\$ 19,779	\$ 20,372	\$ 20,983	\$ 21,613	\$ 22,261	\$ 22,929	\$ 23,617	\$ 24,326
Dredging-Channel and Marina						\$ 13,500	\$ 175,000			\$ 15,194				\$ 17,101		
Security Cameras	\$ 32,160					\$ 20,000					\$ 23,185					\$ 26,878
Marina Improvements-Seating & Fire Place-Phase-1							\$ 12,600									
Marina/Shaver Park Improvements-Phase III							\$ 63,300									
Marina/Shaver Park Improvements								\$ 26,900								
Replacement of Marina Docks & Decking											\$ 313,000					
Total Capital Outlay	\$ 202,866	\$ 19,369	\$ 30,702	\$ 17,984	\$ 14,563	\$ 44,100	\$ 269,544	\$ 19,203	\$ 46,679	\$ 35,567	\$ 357,169	\$ 21,613	\$ 22,261	\$ 40,031	\$ 23,617	\$ 51,204

DREDGING

DECKING COST

Revenues	2017	2018	Actual 2019	2020	2021	2022	2023	2024	2025	2026	Forecasted 2027	2028	2029	2030	2031	2032
Boat Slips	\$ 158,982	\$ 193,125	\$ 189,280	\$ 194,662	\$ 205,290	\$ 215,607	\$ 222,075	\$ 228,737	\$ 235,600	\$ 242,668	\$ 249,948	\$ 257,446	\$ 265,169	\$ 273,124	\$ 281,318	\$ 289,758
Expenditures																
Capital Outlay	\$ 202,866	\$ 19,369	\$ 30,702	\$ 17,984	\$ 14,563	\$ 44,100	\$ 269,544	\$ 19,203	\$ 46,679	\$ 35,567	\$ 357,169	\$ 21,613	\$ 22,261	\$ 40,031	\$ 23,617	\$ 51,204
Staff Time	\$ 62,989	\$ 64,937	\$ 66,945	\$ 69,016	\$ 71,150	\$ 75,419	\$ 79,944	\$ 84,741	\$ 89,825	\$ 95,215	\$ 100,928	\$ 106,983	\$ 113,402	\$ 120,206	\$ 127,419	\$ 135,064
Other Operational Costs (utilities, insurance, etc)	\$ 9,430	\$ 9,722	\$ 10,023	\$ 10,333	\$ 10,652	\$ 11,243	\$ 11,580	\$ 11,928	\$ 12,285	\$ 12,654	\$ 13,034	\$ 13,425	\$ 13,827	\$ 14,242	\$ 14,669	\$ 15,109
Net Change In Fund Balance	\$ (116,303)	\$ 99,097	\$ 81,610	\$ 97,330	\$ 108,925	\$ 84,845	\$ (138,993)	\$ 112,866	\$ 86,810	\$ 99,232	\$ (221,182)	\$ 115,425	\$ 115,679	\$ 98,645	\$ 115,613	\$ 88,381

3%

Marina Fund LATER TOP LAST IS SPREAD SHEET

Explanation			Other Cities Accounting Minnetonka, Deephaven, Greenwood, Excelsior, Mound				Actual		Current Year		Transition Year		Forecasted		
Operational Revenues			2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027		
Boat Slips, Canoe and Kayak rack rentals			\$ 158,982	\$ 193,125	\$ 189,280	\$ 194,662	\$ 205,290	\$ 215,607	\$ 226,387	\$ 233,179	\$ 240,174	\$ 247,380	\$ 254,801		
Total Revenues			\$ 158,982	\$ 193,125	\$ 189,280	\$ 194,662	\$ 205,290	\$ 215,607	\$ 226,387	\$ 233,179	\$ 240,174	\$ 247,380	\$ 254,801		
			Forecasted based on 2021				Actual	Current Year	Transition Year	Forecasted					
Operational Expenditures			2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027		
Administrative Staff Time	6 weeks of admin staff time	All include	\$ 12,918	\$ 13,318	\$ 13,730	\$ 14,154	\$ 14,592	\$ 15,030	\$ 15,481	\$ 15,945	\$ 16,423	\$ 16,916	\$ 17,424		
PW Staff Time	Avg Parks employee wage x maintenance list.	All include	\$ 21,355	\$ 22,015	\$ 22,696	\$ 23,398	\$ 24,121	\$ 24,868	\$ 25,614	\$ 26,382	\$ 27,173	\$ 27,989	\$ 28,828		
Maintenance and Repairs	Formerly in CIP list.	All include	\$ 17,960	\$ 17,142	\$ 28,453	\$ 15,685	\$ 2,794	\$ 2,878	\$ 2,964	\$ 3,053	\$ 3,144	\$ 3,239	\$ 3,336		
Electricity	For the Beach House and Marina Lighting	Deephaven, Mound	\$ 4,022	\$ 4,211	\$ 4,057	\$ 3,161	\$ 4,491	\$ 4,626	\$ 4,764	\$ 4,907	\$ 5,054	\$ 5,206	\$ 5,362		
Internet	For security cameras		\$ 3,973	\$ 4,096	\$ 4,223	\$ 4,353	\$ 4,488	\$ 3,443	\$ 3,546	\$ 3,652	\$ 3,762	\$ 3,875	\$ 3,991		
Postage	Renewals and confirmations	Deephaven, Mound	\$ 261	\$ 269	\$ 278	\$ 286	\$ 295	\$ 304	\$ 313	\$ 322	\$ 332	\$ 342	\$ 352		
General Liability Insurance	East Grove Lane Park Area (includes Marina)	Deephaven, Greenwood, Mound	\$ 1,776	\$ 1,831	\$ 1,887	\$ 1,946	\$ 2,006	\$ 2,066	\$ 2,128	\$ 2,192	\$ 2,258	\$ 2,326	\$ 2,395		
Weed Control		All include	\$ 1,533	\$ 1,541	\$ 1,541	\$ 1,569	\$ 2,096	\$ 2,159	\$ 2,224	\$ 2,291	\$ 2,360	\$ 2,430	\$ 2,503		
LMCD Permits		All include	\$ 666	\$ 686	\$ 707	\$ 729	\$ 752	\$ 775	\$ 798	\$ 822	\$ 847	\$ 872	\$ 898		
Total Operational Expenses			\$ 64,464	\$ 65,109	\$ 77,572	\$ 65,282	\$ 55,635	\$ 56,147	\$ 57,832	\$ 59,567	\$ 61,354	\$ 63,194	\$ 65,090		
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES			\$ 94,518	\$ 128,016	\$ 111,708	\$ 129,380	\$ 149,655	\$ 159,460	\$ 168,555	\$ 173,612	\$ 178,821	\$ 184,185	\$ 189,711		

25.55%

OTHER FINANCING (USES) AND SOURCES	2017	2018	Actual 2019	2020	2021	Current Year 2022	Transition Year 2023	Forecasted 2024	2025	2026	2027
Capital Outlay	\$ (151,878)	\$ -	\$ -	\$ -	\$ -	\$ (33,500)	\$ -	\$ (175,300)	\$ -	\$ (17,000)	\$ (388,100)
Transfers to Capital Project Funds											
Transfers to General Fund											
NET INCREASE (DECREASE) IN CASH	\$ (57,360)	\$ 128,016	\$ 111,708	\$ 129,380	\$ 149,655	\$ 125,960	\$ 168,555	\$ (1,688)	\$ 178,821	\$ 167,185	\$ (198,389)
FUND BALANCES, JANUARY 1								\$ 168,555	\$ 166,868	\$ 345,688	\$ 512,873
FUND BALANCES, DECEMBER 31								\$ 168,555	\$ 166,868	\$ 345,688	\$ 314,484

DREDGING?
Channel + Camera's

DECKING
REPLACED
INCREASED \$75,000?

Project	Frequency	Notes	CIP List	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Broadway Dock Lease Buyout				\$ 136,280										
Dredging Channel	Every 3-5 years								\$ 13,500				\$ 17,000	
Dredging Marina	Every 10 years										\$ 175,300			
Security Cameras	Every 5 years			\$ 15,598					\$ 20,000					\$ 26,800
Replacement of Marina Docks & Decking	every 20 years													\$ 361,300
Total Capital Outlay				\$ 151,878	\$ -	\$ -	\$ -	\$ -	\$ 33,500	\$ -	\$ 175,300	\$ -	\$ 17,000	\$ 388,100

OVER 8 MONTHS FIGURES MOVED & NUMBERS CHANGED CONTINUOUSLY?