Wayzata City Council Workshop Meeting Agenda
Wayzata City Hall Community Room, 600 Rice Street
TUESDAY, OCTOBER 4, 2022

WORKSHOP TOPICS FOR DISCUSSION:

1. Discussion of Waste Hauling Contract Extension from Republic Services (5:00-5:45 p.m.)
2. Review of Tax Increment Cash Flow Study (5:45-6:30 p.m.)

City Council Workshop
City Council Agenda Report

MEETING DATE: October 4, 2022	**WORKSHOP AGENDA ITEM:** 1
TITLE: Discussion of Waste Hauling Contract Extension from Republic Services (5:00-5:45 p.m.)	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

DISCUSSION OBJECTIVE:
To receive an update and discuss a proposed 5-year extension of the City's waste hauling contract with Republic Services.

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.

At a workshop in August, the Council discussed two options in determining the 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.

Direction was given to pursue an extension with Republic Services for 5 years but still leaving the option open for an RFP if the proposed extension's terms do not meet the needs of the City. Attached is a summary of Republic's proposal. It addresses several main discussion points of the Council:

- Increase of recycling pick-up frequency/capacity
- Monday pick-up
- Reasonable fee increase
- Increased communications

At the meeting, staff will summarize the update and allow representatives from Republic Services to briefly walk through the proposal.

Next steps would be to use the feedback from the workshop to draft an amendment to the existing contract for Council consideration prior to the end of the year. That action would also be followed by consideration of amendments to the fee schedule which would reflect the terms of the contract. Any change in service as a result of the contract would also entail a promotions campaign to ensure all residents are informed.

ATTACHMENTS:
1. Current Agreement
2. Wayzata Renewal Options and Service Update Letter 8-12-22
3. Wayzata Renewal Offer Letter Sept 20 2022 to City

#1309 A

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").

#1309 A

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 Statues 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 of 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.

G) 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' 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' 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 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.

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
12 can	$47.14
Drive up	$10.20
Recycle Drive up	$ 5.10
Wayzata Green MSW Carts (some services require multiple carts)	$1.02 each
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	
Dirve-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

Table of Contents

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 (0CC); phone books, paper back books, and notebooks; brown paper bags; old magazines (0MG); 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 2AlOBC 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' 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, Volunteer Fire Department, Motor Vehicle Office	600 Rice Street East	2 x 65—gal carts
	Public Works	299 W. Wayzata Blvd.	2 x 65—gal carts
	Wayzata Wine & Spirits (Municipal Liquor Store)	747 Mill St E	2 x 65—gal carts»

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' 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 Contractors 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' 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 in2. 18, derived from the City' 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 Contractors 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' recyclable materials (as per Section 4.4 of this contract) $100 per incident.

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.

<u>Exceptions</u>: 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' 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

4. Umbrella Liability Coverage	$2,000,000	aggregate

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 thereunder. 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' 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' 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 Randall Raskowski
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. <u>And you can add to that mix two new groups of recyclables</u>:

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

<u>Your new brown recyclables cart with a tan lid will be delivered the week of January 7, 2013</u>. 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.

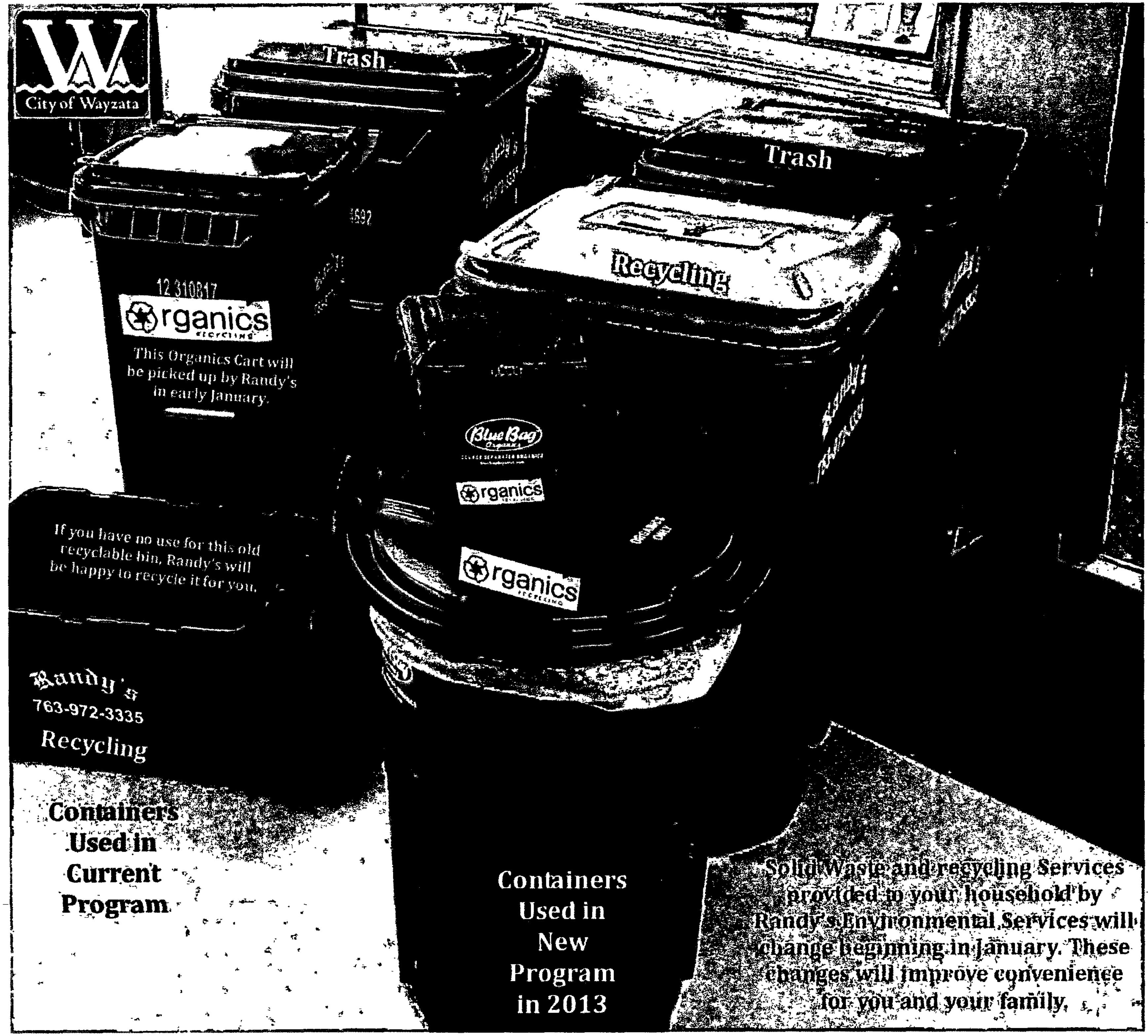
If you decide you have no use for the old recyclable bin, Randy's will be happy to recycle it for you. Call our service center and arrange for the removal of the old bin.

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.


City of Wayzata
Trash
Trash
Recycling
12 310817
Organics Recycling
This Organics Cart will be picked up by Randy's in early January.
Blue Bag Organics
Organics
Organics Recycling
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

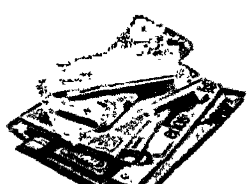
- Recycling collection and recycled products manufacturing in Minnesota provide 53,000 jobs and $6.4 billion gross economic activity annually.

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

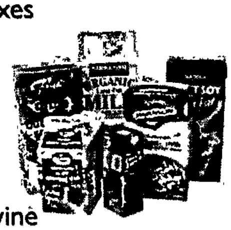


- Mail, office and school papers
- Envelopes
- Magazines, catalogs, newspapers and inserts

Boxes

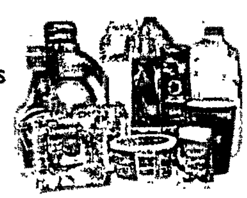
- Cardboard
- Cereal and cracker boxes
- Boxboard, i.e. shoe boxes, gift boxes, toiletry boxes

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

Blue Bag™ Organics

SOURCE SEPARATED ORGANICS
BlueBagOrganics.com

FOOD WASTE RECYCLING *is as* EASY *as* 1 2 3

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.

Blue Bag™ Organics
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.

Randy's Environmental Services Sanitation & Recycling

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

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

Place your recycling cart facing 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

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
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, 20 2012

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.

Randy's Sanitation, Inc.
Principal

Witness: [signature]   By [signature: Sandra L Roskowiak]

[signature]

Merchants Bonding Company (Mutual)
By [signature]
Jeff Settem, Attorney-in-Fact

CON 0305 (2/12)

RANDSAN OP ID: .i

ACORD 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 763-746-8000
RJF Minneapolis
7225 Northland Dr N #300
Minneapolis, MN 55428
Tom Nepper-Assigned accts

CONTACT NAME: Karen Swihart
PHONE (A/C, No, Ext): 763-746-8208 FAX (A/C, No): 763-746-8308
E-MAIL ADDRESS: swihartk@rjfagencies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western National Insurance	15377
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Randy's Sanitation, Inc.
Randy's Rentals, LLC
Randy's Environmental Services
P O Box 169
Delano, MN 55328

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X 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 X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X 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	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X 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 Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV001006306	10/01/12	10/01/13	X 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 CITOWA1

City of Wayzata
600 Rice Street
Wayzata, MN 55391

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

William A. Jentine

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.

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: Randall Roskowinski]

Merchants Bonding Company (Mutual)

By [signature]
Tim Foreman, Attorney-in-Fact

CON 0305 (2/12)

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.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

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

POA 0015 (7/14)

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.

Matt Herman
Manager Municipal Sales

Sept 20, 2022

Jeffrey Dahl
City of Wayzata
600 Rice Street East
Wayzata, MN 55391

Dear Mr. Dahl,

Republic Services is pleased to submit renewal pricing to the City of Wayzata. We have enjoyed our partnership over the years and look forward to renewing the trash and recycling contract for an additional five years. We are excited to offer a comprehensive waste and recycling package that provides Wayzata residents with a world class combination of trash, recycling, organics/food waste collection services at a price that is hard to find around the metro area.

We will first discuss our basic renewal package and then some optional items for your consideration. Any item or service to discussed in this letter will remain unchanged from the current contract.

We believe this five-year renewal represents an outstanding value for the residents of Wayzata, here are some highlights:

- **No increase** to trash prices for 2023
- **No increase** to organics/food waste prices for 2023
- Trash disposal remains **a direct pass-through** cost with no mark up
- **Removal of the $1.08 per month custom cart fee**
- **Brand new carts**. Delivery (March/April 2023) of brand-new trash and recycling carts to all residents (Republic Blue carts) at no additional costs.
- **Larger Recycling Carts**. All residents will receive a 95-gallon recycling cart, increasing recycling capacity by 50%, a second 95-gallon recycling cart is available at no extra charge. This represents a 50%-150% increase in recycling capacity at no cost to residents.
- Traditional recycling would increase from $3.16 to $5.25 to reflect recent changes in the cost of recycling due commodity market changes, labor prices, fuel prices and inflationary pressures.

Below is a table showing the current pricing and proposed pricing for 2023. After 2023 all prices would see an annual increase of 4%. This percentage is locked in for residents even if inflation remains high.

Service	2022 Monthly Price	2023 Monthly Price
35-gallon trash collection	$5.27	$5.27
65-gallon trash collection	$7.37	$7.37
95-gallon trash collection	$9.48	$9.48
Trash Disposal	Pass through	Pass through
Organics/Food Waste Co-Collection	$5.27	$5.27
Recycling	$3.16	$5.25

The only year one price increases is applied to the recycling service paid for by all residents. This amount is not subject to State or County taxes and fees, so it is favorable for residents as opposed to an increase in trash rates. While this rate may seem quite high, $1.08 of this increase is offset by the removal of the custom cart fee. The total increase is only $1.01 per month.

Overall, this is a very modest price increase at a time of historic inflation, high fuel costs and rapidly rising labor costs. The table below shows the actual impact to a customer with large trash cart service.

Service	2022 Monthly Rate	2023 Monthly Rate
95 gallon trash collection	$9.48	$9.48
Recycling	$3.16	$5.25
Organics	$5.27	$5.27
Custom Cart Fee	$1.08	$0.0
Total	$18.99	$20.00
Difference from 2022-2023	**$1.01 per month, $12.12 per year or 5.3%**	

Optional Services- In addition to the basic renewal package described above we would like to offer the additional services and options as we have discussed.

Customized City Trash and Recycling Carts- The City has used custom made trash carts for many years, the carts were in a color chosen by the city with a City logo on the cart. Recycling carts have historically had the Randy's Sanitation branding. Our base renewal package includes replacing every cart currently in service with a brand-new Republic Services branded blue cart. We could make this one time roll-out of brand new carts to be a customized cart design for an increase to the recycling rate of $0.70 per month per home.

Weekly Recycling- Weekly recycling is available at a cost of $10.50 per month per resident and a $11.20 per month if custom carts are chosen. Weekly recycling is an idea that garners much attention from some citizens and policy makers. In practice offering recycling every week will double the cost and environmental impact of the recycling program and is not expected to collect much if any additional recycling. As an alternative our base renewal package includes larger recycling carts and free additional carts for residents, this is a no cost method of increasing the recycling capacity within the city.

Yard Waste Collection- Yard waste collection is not part of our existing contract though all residents have access to yard waste collection through our open market yard waste program. Currently just under 40 residents have signed up for the yard waste collection program. We would be happy to provide weekly yard waste collection for all residents during the yard waste season for a price of $8.00 per month per resident. In this all pay model we would drive every street in Wayzata on every collection day and collect yard waste from all residents.

The package of services and pricing proposed here will leave the city with a comprehensive recycling program at an outstanding value. We look forward to working with your team in the future. We are confident you will continue to find **Republic Services** the **Ideal Fit** for **Your Waste and Recycling Needs**.

Matt Herman
Manager Municipal Services

City Council Workshop
City Council Agenda Report

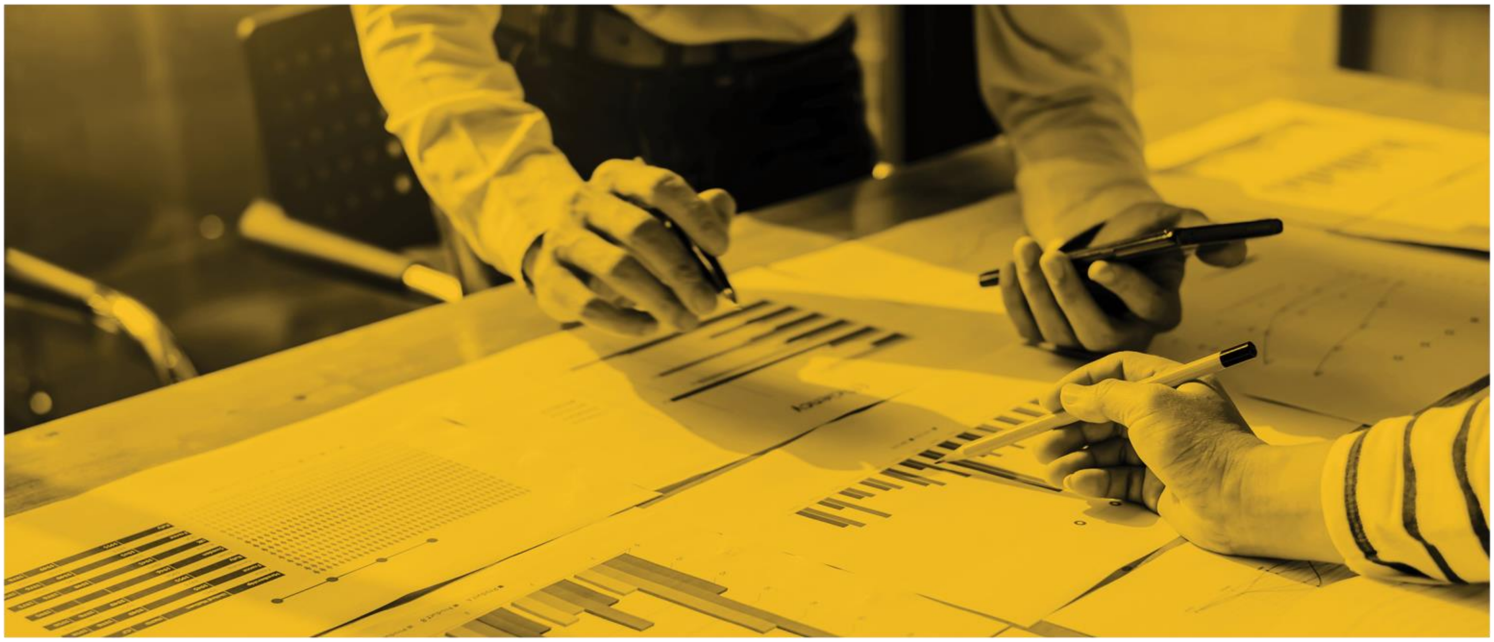
MEETING DATE: October 4, 2022	**WORKSHOP AGENDA ITEM:** 2
TITLE: Review of Tax Increment Cash Flow Study (5:45-6:30 p.m.)	
PREPARED BY: Bonnie Schwieger, Senior Manager at Abdo	
REVIEWED BY: Jeffrey Dahl, City Manager, Aurora Yager, Deputy City Manager	

DISCUSSION OBJECTIVE:
To review the TIF Cash Flow Analysis and answer any questions the Council may have.

BACKGROUND:
This year, the City decided to authorize a TIF cash flow analysis to better understand, anticipate, and visualize the current commitments of our TIF districts and the projected cash and pooling balances that will accrue throughout the life of each district. Given the many existing commitments and future planned commitments for these districts, staff felt it was prudent to conduct the analysis this year to ensure project timelines along with any cash flow constraints and opportunities are understood well in advance.

Attached is a memo and analysis for your review. Bonnie Schwiger, Senior Manager at Abdo will be in attendance at the meeting to provide an overview of this information and answer any questions. This information will be helpful as both the Capital Improvement Plan is updated as well as funding for future phases of Panoway are finalized.

ATTACHMENTS:
1. Wayzata TIF Cash Flow Analysis



2022 Tax Increment Cash Flow Study

City of Wayzata

Wayzata, Minnesota

Actual balances as of December 31, 2021, with 2022 projected balances

Abdo Financial Solutions

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090
F 952.835.3261

City of Wayzata, Minnesota
2021 Cash Flow Study
Table of Contents

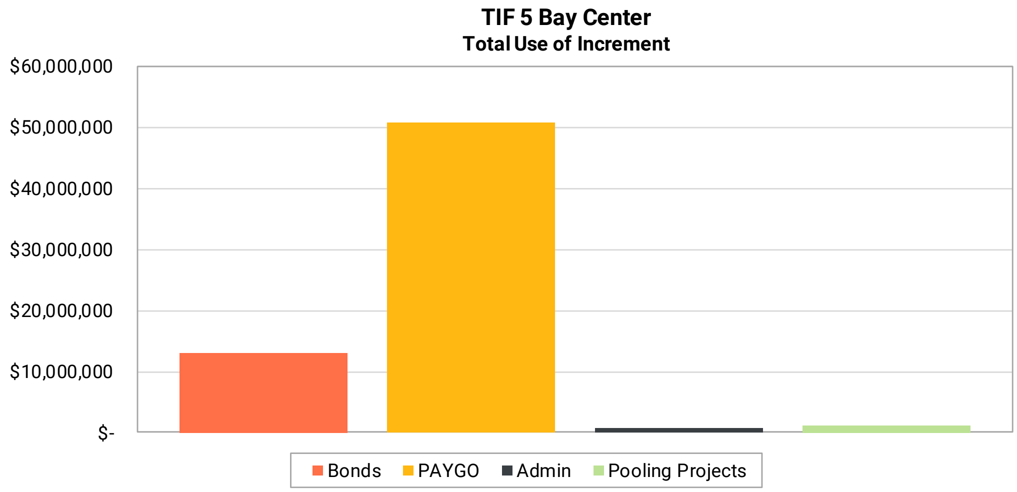
Executive Summary

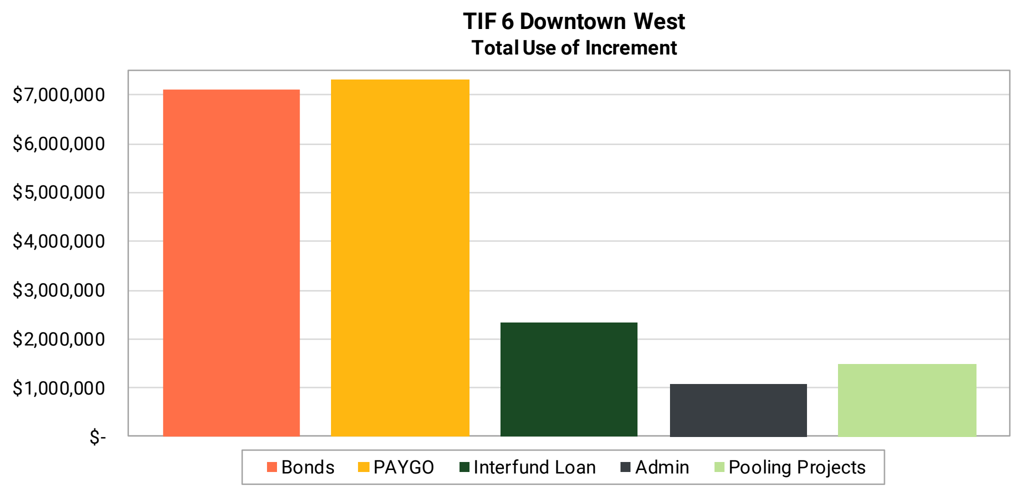
Based on historical and projected costs, the attached report provides tax increment financing cash flow projections for the City of Wayzata's (the City's) active TIF Districts. The cash flow projections have been updated to incorporate known information at the time of the report. Balances are subject to change as valuations change and projects commence.

The following is a summary of the City's active TIF Districts available cash, outstanding obligations and projected cash remaining at the end of each District's life:

			As of December 31, 2021			Projected at Termination		
TIF #	Name	District Termination Year	Cash Balance	Outstanding PAYGO	Outstanding Bonds	Cash Balance	Increment Generated	Available Pooling
TIF 3	Widsten	2022	$ 1,086	$ -	$ -	$ -	$ 9,327,708	$ -
TIF 5	Bay Center	2040	1,694,244	22,249,533	1,409,413	8,338,117	73,137,399	3,489,952
TIF 6	Downtown West	2045	150,325	-	1,465,000	2,049,592	16,954,639	2,278,022
	TOTAL		**$ 1,845,655**	**$ 22,249,533**	**$ 2,874,413**	**$ 10,387,709**	**$ 99,419,746**	**$ 5,767,974**

The below charts illustrate the type and total obligations to be paid over the life of TIF 5 and 6.





Assumptions

The projected balances are impacted by the following assumptions:

General Assumptions

- Interest earnings are calculated using a 1% return on investment.
- Administrative fee projections are calculated using an average of the prior actual administrative fees, limited to 10% of tax increment received.

TIF 3 – Widsten

- 2022 Tax Increment is projected to be consistent with 2021 increment received.
- All 2022 increment will be used to pay for a portion of the 2016A Bonds.

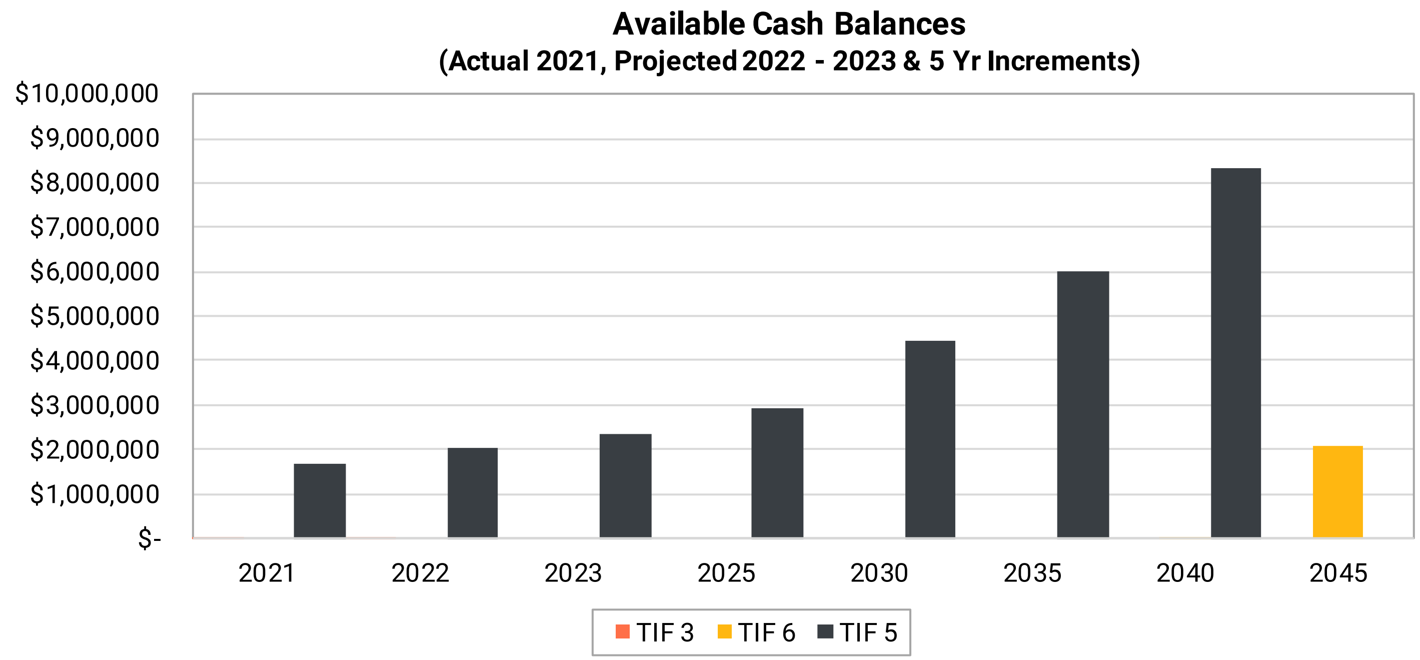
TIF 5 – Bay Center

- 2022 tax increment is projected based on the 2022 Tax Increment Finance Percentage Report and is about a 1.75% increase from 2021. 2023 Increment beyond is expected to be consistent with 2022 values.

TIF 6 – Downtown West

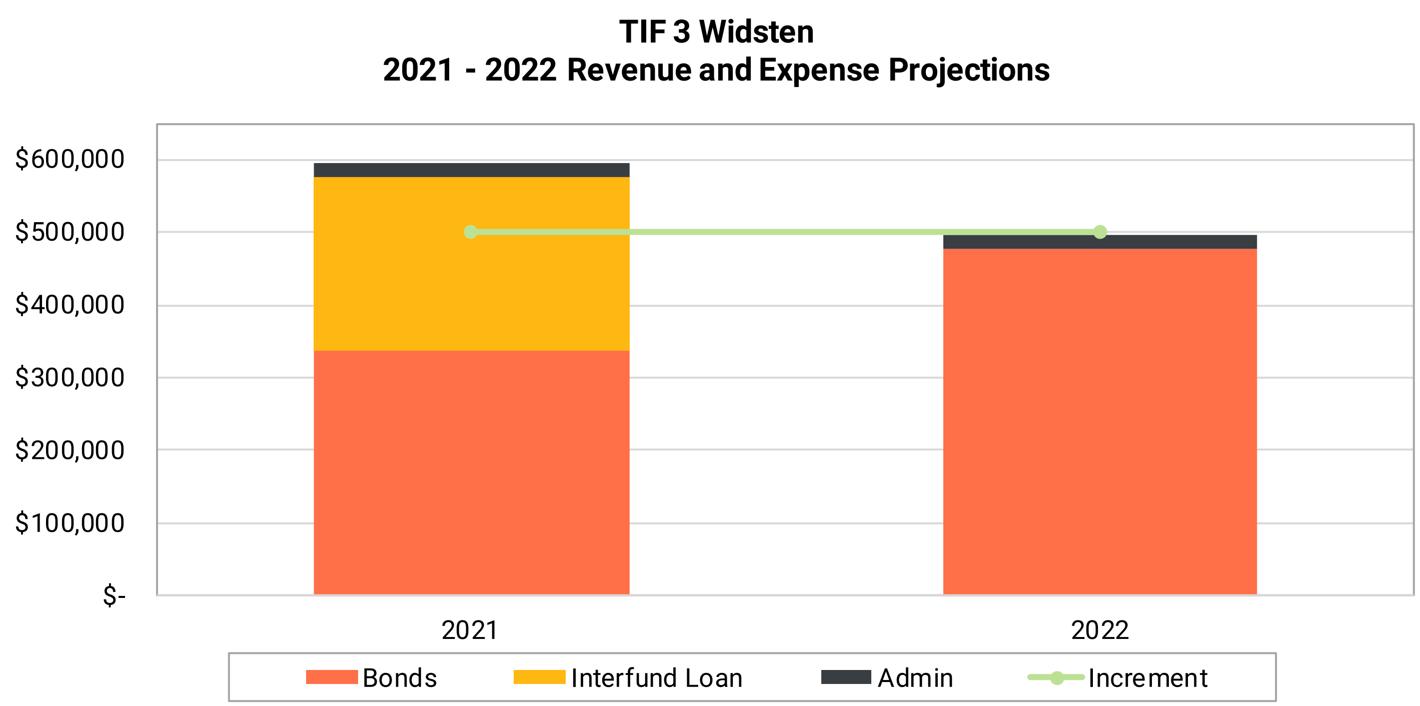
- 2022 tax increment is projected based on the 2022 Tax Increment Finance Percentage Report and is about a 71% increase from 2021.Increment for 2023 and 2024 is expected to increase to $870,634 and $877,819, respectively. 2024 Increment beyond is expected to be consistent with 2022 values.
- Obligations:
    - The District has until 2023 to complete any in-district projects. The report assumes that projects or bond issuances for planned uses of in-district TIF projects will be completed by 2023, specifically the TIF portion of the Panoway Phase II project.
    - **Future Bonds:** For the above mentioned Panoway Phase II project, the report assumes debt will be issued in 2022 for project funding at an average rate of 2.75% and will be repaid over the entire life of the district.
    - **Pay-as-you-go (PAYGO) notes** for this district have not yet been issued. This report includes projected interest and principal payments but are subject to chance as notes are issued.
    - The **interfund loan** issued for the Lake & Berry Parking Lot is assumed to be repaid with available increment, after all other annual obligations are met.
    - **Pooling Projects:** Certain projects have been identified by the City as planned uses of TIF 6 available pooling. $1.489M of specific projects utilizing pooling have been incorporated into this report.

TIF District Overview



The above chart provides an overview of actual 2021 and projected cash balances through the life of each district. Please see the discussion below regarding each District.

TIF 3 – Widsten

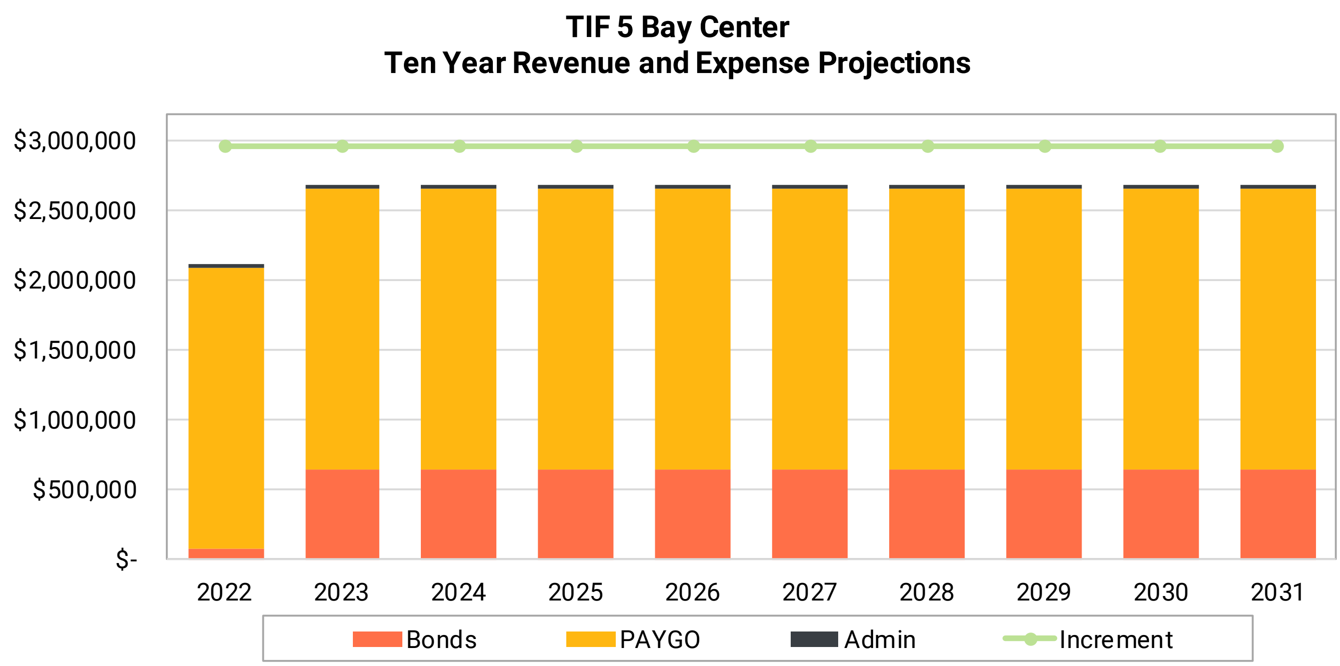


TIF 3 is scheduled to be decertified in 2022. The District repaid the parking ramp interfund loan in 2021 and has no remaining in-district obligations. 2022 increment will be used to pay for a portion of the 2016A Bond.

TIF District Overview (Continued)

<u>TIF 5 – Bay Center</u>

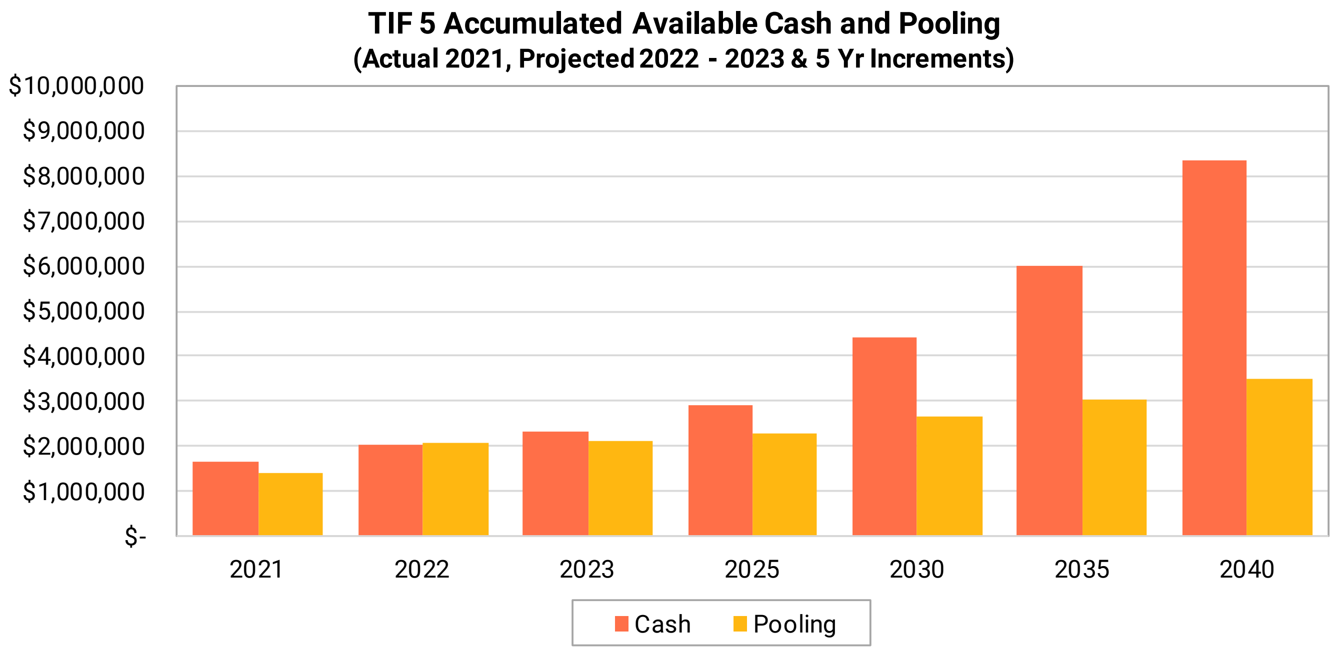
The following chart illustrates 2022 - 2031 TIF 5 projected increment and annual obligations. See pages 13 - 15 for detailed projection schedules.



TIF District Overview (Continued)

Current Obligation Summary

- 2016A GO Bonds - Utilizes pooling resources and will mature 2041.
- 2020A GO Bonds - Utilizes pooling resources and will mature 2041.
- Bay Center PAYGO – Payments expected to continue until decertification with the final payment in 2041.

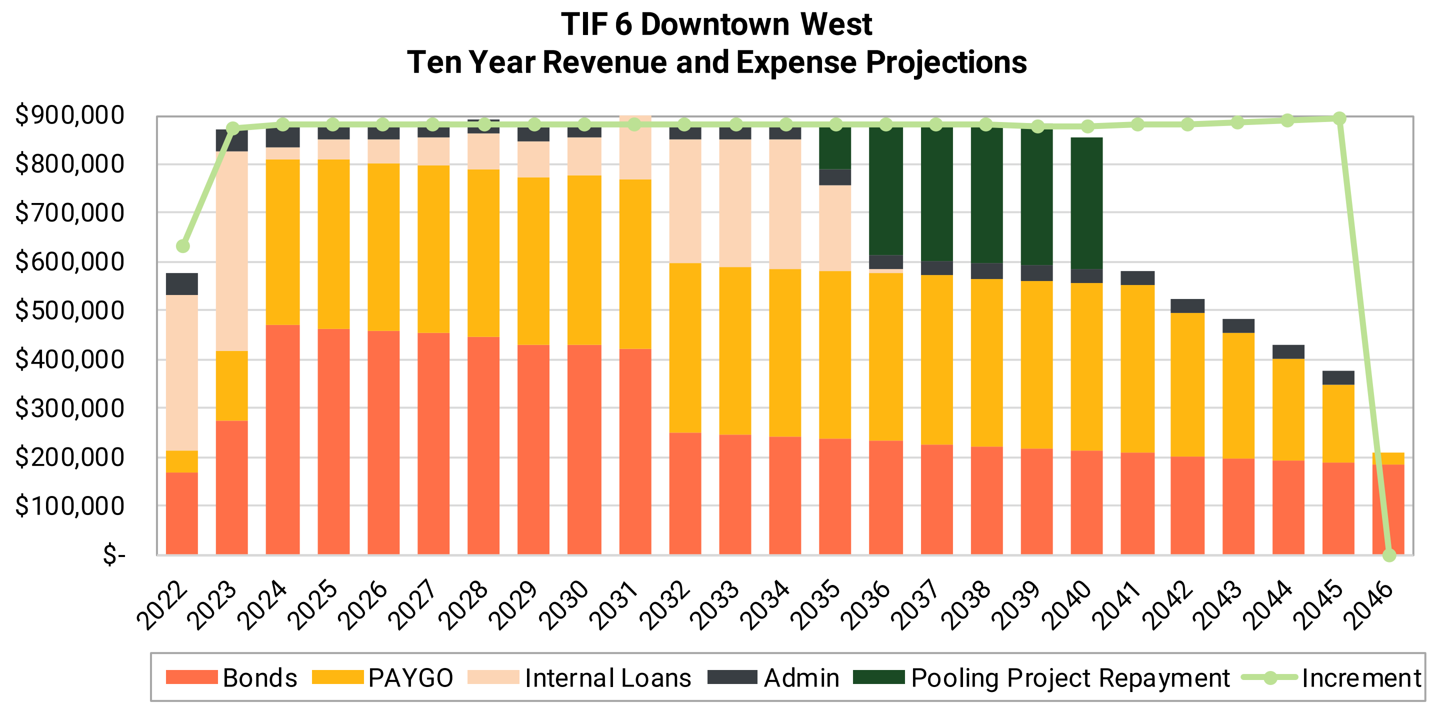


The District's obligations remain relatively consistent through 2040. At the time of decertification, there will be a significant cash balance remaining ($8.3M). There are currently no plans for any additional use of pooling resources and any remaining cash balance is expected to be returned to the county for redistribution. An additional $3 million of the accumulated cash balance could be used towards pooling.

TIF District Overview (Continued)

TIF 6 – Downtown West

The following chart illustrates 2022 - 2031 TIF 6 projected increment and annual obligations. See pages 16 - 19 for detailed projection schedules.

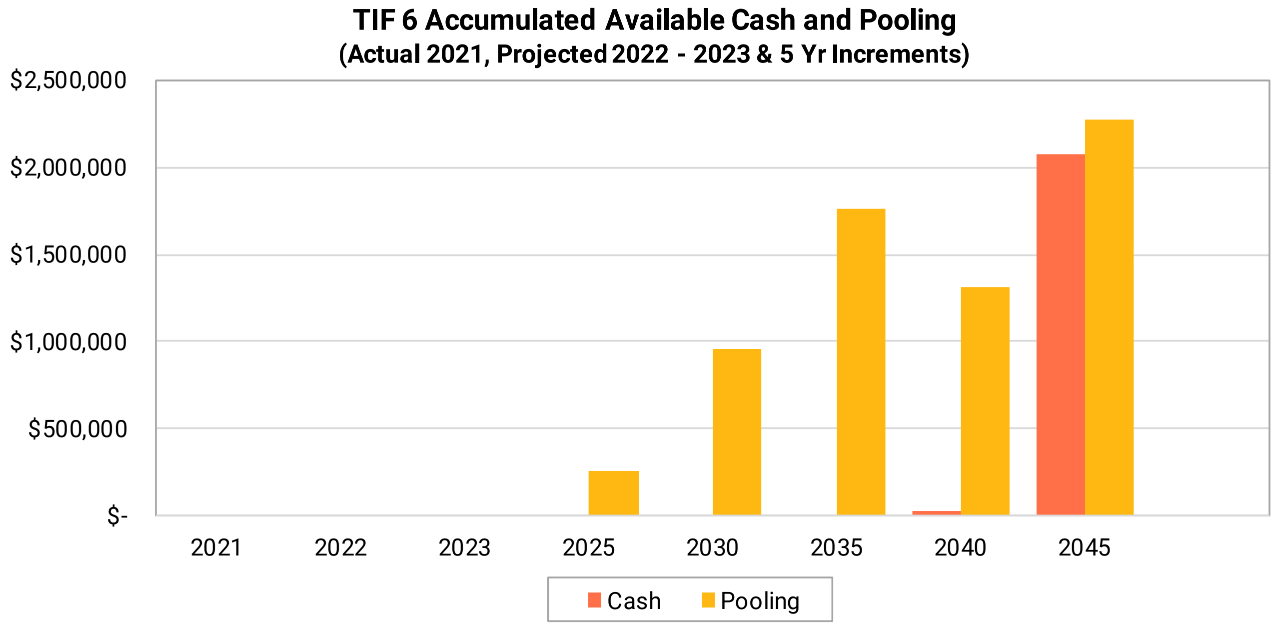


TIF 6 Obligation Summary

- Bonds:
  - 2020A GO Bonds - Partially utilizing pooling resources and will mature in 2041.
  - Future Bonds - For the Panoway Phase II project, the report assumes debt will be issued in 2022 at an average rate of 2.75% and repaid over the entire life of the district.
- Pay As You Go Notes – The District is expected to issue four PAYGO Notes with payments starting in 2022 and continuing at a consistent level through the life of the District.
- Existing Internal Loans (Lake and Berry Parking Lot) – The loan is assumed to be repaid with any available increment, after all other annual obligations are met. The loan is accumulating interest of four percent and is expected to be repaid by 2036.
- Future Pooling Projects: $1.489M of projects have been identified by the City as planned uses of the District's available pooling. The projects are expected to occur between 2022 – 2025 and will be initially paid for through an interfund loan, with repayment from tax increment occurring between 2035 – 2040.

TIF District Overview (Continued)

<u>TIF 6 – Downtown West</u>



The above chart includes cash projections with all current obligations considered, as noted on the previous page. The available pooling noted above is intended to be utilized on undesignated projects.

The below table summarizes the current and future obligations compared to the total projected increment See pages 20 - 23 for detailed projections of obligation repayments over the life of the district.

TIF District Overview (Continued)

TIF 6 Current and Future Project Summary

	Issue Date	Total
Tax Increment Revenue		$ 21,390,664
Allocation of TIF to obligations		
Bonds		
2020A Panoway Bond	2020	1,025,000
2020A Panoway Bond (Pooling)	2020	440,000
2022 Panoway Phase II Bond + Interest	2022	4,000,000
Interest on bonds		1,640,900
Pay-As-You-Go Notes		
Hoyt	TBD	2,041,097
Zitzloff	TBD	1,555,821
Lothenbach	TBD	1,165,655
Hughes	TBD	2,565,632
Interfund Loan		
Administrative Costs	2017	1,074,244
Parking Lot - Lake and Berry	2020	1,700,000
Interest on loans		643,424
Pooling Projects		
Ferndale Sidewalk	2023	530,500
Railroad Crossing Enhancements	2022	218,000
Wayfinding Signs	2024	313,800
Grove Lane Improvements	2022	127,000
Parking Lot/Lake St Light Replacement	2025	300,000
Total Obligations		19,341,073
Remaining Cash Reserves		$ 2,049,591

TIF Schedule of Activity

TIF District 3 (Fund 314)
Widsten
Redevelopment District 1406
1997 - 12/31/2022

	TIF Plan Budget	Totals Entire Length of District	2018 and Prior	2019	2020	2021	Projected 2022	Projected 2023
Revenues								
Tax increment	$ 14,402,469	$ 9,052,032	$ 7,247,413	$ 406,063	$ 439,414	$ 479,571	$ 479,571	$ -
Bond proceeds	14,842,716	3,170,000	3,170,000	-	-	-	-	-
Bond premium/costs	-	46,835	46,835	-	-	-	-	-
Investment earnings	1,440,247	275,676	261,927	11,008	3,432	(702)	11	-
Non-tax increment revenues								
Other revenues	-	-	-	-	-	-	-	-
Annual revenues	30,685,432	12,544,543	10,726,175	417,071	442,846	478,869	479,582	-
Expenses								
Project Costs								
Development Projects	13,402,469	6,009,098	6,009,098	-	-	-	-	-
Debt Service	15,842,716							
2016A Parking Ramp Bond (Pooling)		815,330	-	-	-	337,627	477,703	-
2010 Tax Increment Bonds		4,223,437	4,223,437	-	-	-	-	-
Interfund loan interest expense		286,680	225,625	36,913	19,534	4,608	-	-
Administrative Fees	1,440,247							
Direct Admin Costs		417,824	402,368	-	7,008	2,448	3,000	3,000
Administrative Transfers		60,000	-	15,000	15,000	15,000	15,000	-
County Administrative Fees		9,894	7,675	1,169	350	350	350	-
Transfers out	-	-	-	-	-	-	-	-
Tax increment returned to the County	-	722,280	722,280	-	-	-	-	-
Annual expenses	30,685,432	12,544,543	11,590,483	53,082	41,892	360,033	496,053	3,000
Annual increase/decrease	-	-	(864,308)	363,989	400,954	118,836	(16,471)	(3,000)
Ending fund balance	$ -	$ -	$ (864,308)	$ (500,319)	$ (99,365)	$ 19,471	$ 3,000	$ -
Less: Febuary 1st Bond Payments	-	-	-	-	-	-	-	-
Fund balance available	$ -	$ -	$ (864,308)	$ (500,319)	$ (99,365)	$ 19,471	$ 3,000	$ -
Cash balances			$ 247,321	$ 153,327	$ 124,744	$ 1,086	$ 3,000	$ -
Interfund loan (Max $1.765M)			$ 1,122,303	$ 680,445	$ 234,219	$ -		
District Information								
Excess Increment			None	None	None	None	None	None

TIF Schedule of Activity

TIF District 5 (Fund 316)
Bay Center
Redevelopment District 1408
2015 - 12/31/2040

	TIF Plan Budget	Totals Entire Length of District	2018 and Prior	2019	2020	2021	Projected 2022	Projected 2023
Revenues								
Tax increment	$ 135,138,490	$ 72,130,602	$ 7,216,007	$ 2,882,989	$ 2,928,223	$ 2,906,589	$ 2,957,726	$ 2,957,726
Bond proceeds	90,718,633	7,725,000	7,725,000	-	-	-	-	-
Bond premium/costs	-	53,313	53,313	-	-	-	-	-
Investment earnings	13,513,849	1,006,797	12,952	19,708	24,721	(3,141)	16,942	25,667
Non-tax increment revenues								
Other revenues	-	-	-	-	-	-	-	-
Annual revenues	239,370,972	80,915,712	15,007,272	2,902,697	2,952,944	2,903,448	2,974,668	2,983,393
Expenses								
Project Costs								
Development Projects	77,204,784	7,762,514	7,756,763	5,751	-	-	-	-
Development Projects (Pooling)	-	1,076,325	-	50,000	1,026,325	-	-	-
Debt Service	148,652,339							
2016A Parking Ramp Bond (Pooling)		10,176,157	372,353	238,377	496,348	158,721	18,195	495,348
2020A Panoway Bond (Pooling)		2,790,875	-	-	-	26,434	52,869	151,369
Pay-As-You-Go Notes		50,941,263	6,550,266	2,020,943	2,051,949	2,012,852	2,016,066	2,016,066
Administrative Fees	13,513,849							
Direct Admin Costs		421,041	135,938	16,163	12,640	9,300	13,000	13,000
Administrative Transfers		330,000	-	15,000	15,000	15,000	15,000	15,000
County Administrative Fees		21,547	13,847	350	350	350	350	350
Transfers out	-	9,352	9,352	-	-	-	-	-
Annual expenses	239,370,972	73,529,074	14,838,519	2,346,584	3,602,612	2,222,657	2,115,479	2,691,132
Annual increase/decrease	-	7,386,638	168,753	556,113	(649,668)	680,791	859,189	292,261
Ending fund balance	$ -	$ 7,386,638	$ 168,753	$ 724,866	$ 75,198	$ 755,989	$ 1,615,178	$ 1,907,439
Less: Febuary 1st Bond Payments	-	-	-	-	-	(26,434)	(515,508)	(521,208)
Fund balance available	$ -	$ 7,386,638	$ 168,753	$ 724,866	$ 75,198	$ 782,423	$ 2,130,686	$ 2,428,647
Cash balances			$ 1,039,006	$ 1,666,494	$ 1,032,697	$ 1,694,244	$ 2,566,657	$ 2,858,918
District Information								
Excess Increment			None	None	None	None	None	None
Original tax capacity			335,250	335,250	335,250	335,250	335,250	335,250
Estimated tax capacity			2,833,072	3,497,199	3,549,302	3,549,302	3,539,362	3,539,362
Captured tax capacity			2,497,822	3,161,949	3,214,052	3,214,052	3,204,112	3,204,112

TIF Schedule of Activity (Continued)

TIF District 5 (Fund 316) (Continued)
Bay Center
Redevelopment District 1408
2015 - 12/31/2040

	Projected (Continued)							
	2024	2025	2026	2027	2028	2029	2030	2031
Revenues								
Tax increment	$ 2,957,726	$ 2,957,726	$ 2,957,726	$ 2,957,726	$ 2,957,726	$ 2,957,726	$ 2,957,726	$ 2,957,726
Bond proceeds	-	-	-	-	-	-	-	-
Bond premium/costs	-	-	-	-	-	-	-	-
Investment earnings	28,589	31,535	34,515	37,534	40,601	43,673	46,750	49,925
Non-tax increment revenues	-	-	-	-	-	-	-	-
Other revenues	-	-	-	-	-	-	-	-
Annual revenues	2,986,315	2,989,261	2,992,241	2,995,260	2,998,327	3,001,399	3,004,476	3,007,651
Expenses								
Project Costs								
Development Projects	-	-	-	-	-	-	-	-
Development Projects (Pooling)	-	-	-	-	-	-	-	-
Debt Service								
2016A Parking Ramp Bond (Pooling)	498,923	496,610	493,798	495,410	496,348	497,340	493,694	494,511
2020A Panoway Bond (Pooling)	148,369	150,294	152,069	148,769	150,394	151,869	148,869	151,419
Pay-As-You-Go Notes	2,016,066	2,016,066	2,016,066	2,016,066	2,016,066	2,016,066	2,016,066	2,016,066
Administrative Fees								
Direct Admin Costs	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
Administrative Transfers	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
County Administrative Fees	350	350	350	350	350	350	350	350
Transfers out	-	-	-	-	-	-	-	-
Annual expenses	2,691,707	2,691,320	2,690,282	2,688,595	2,691,157	2,693,625	2,686,978	2,690,346
Annual increase/decrease	294,608	297,941	301,959	306,665	307,170	307,774	317,498	317,305
Ending fund balance	$ 2,202,046	$ 2,499,988	$ 2,801,946	$ 3,108,612	$ 3,415,781	$ 3,723,556	$ 4,041,053	$ 4,358,358
Less: Febuary 1st Bond Payments	(526,083)	(530,821)	(535,046)	(544,133)	(552,608)	(551,601)	(560,962)	(564,968)
Fund balance available	$ 2,728,129	$ 3,030,808	$ 3,336,992	$ 3,652,745	$ 3,968,390	$ 4,275,156	$ 4,602,015	$ 4,923,326
Cash balances	$ 3,153,526	$ 3,451,467	$ 3,753,426	$ 4,060,091	$ 4,367,261	$ 4,675,035	$ 4,992,533	$ 5,309,838
District Information								
Excess Increment	None	None	None	None	None	None	None	None
Original tax capacity	335,250	335,250	335,250	335,250	335,250	335,250	335,250	335,250
Estimated tax capacity	3,539,362	3,539,362	3,539,362	3,539,362	3,539,362	3,539,362	3,539,362	3,539,362
Captured tax capacity	3,204,112	3,204,112	3,204,112	3,204,112	3,204,112	3,204,112	3,204,112	3,204,112

TIF Schedule of Activity (Continued)

TIF District 5 (Fund 316) (Continued)
Bay Center
Redevelopment District 1408
2015 - 12/31/2040

	Projected (Continued)								
	2032	2033	2034	2035	2036	2037	2038	2039	2040
Revenues									
Tax increment	$ 2,957,726	$ 2,957,726	$ 2,957,726	$ 2,957,726	$ 2,957,726	$ 2,957,726	$ 2,957,726	$ 2,957,726	$ 2,957,726
Bond proceeds	-	-	-	-	-	-	-	-	-
Bond premium/costs	-	-	-	-	-	-	-	-	-
Investment earnings	53,098	56,326	59,567	62,877	66,221	69,563	72,959	76,365	79,850
Non-tax increment revenues	-	-	-	-	-	-	-	-	-
Other revenues	-	-	-	-	-	-	-	-	-
Annual revenues	3,010,824	3,014,052	3,017,293	3,020,603	3,023,947	3,027,289	3,030,685	3,034,091	3,037,576
Expenses									
Project Costs									
Development Projects	-	-	-	-	-	-	-	-	-
Development Projects (Pooling)	-	-	-	-	-	-	-	-	-
Debt Service									
2016A Parking Ramp Bond (Pooling)	494,709	494,175	493,075	490,713	491,975	492,713	492,925	491,500	488,400
2020A Panoway Bond (Pooling)	148,919	151,369	148,769	151,119	153,369	150,569	152,719	149,728	151,594
Pay-As-You-Go Notes	2,016,066	2,016,066	2,016,066	2,016,066	2,016,066	2,016,066	2,016,066	2,016,066	2,016,066
Administrative Fees									
Direct Admin Costs	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
Administrative Transfers	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
County Administrative Fees	350	350	350	350	350	350	350	350	350
Transfers out	-	-	-	-	-	-	-	-	-
Annual expenses	2,688,043	2,689,960	2,686,260	2,686,247	2,689,760	2,687,697	2,690,060	2,685,644	2,684,410
Annual increase/decrease	322,781	324,092	331,033	334,356	334,187	339,592	340,625	348,447	353,166
Ending fund balance	4,681,139	5,005,231	5,336,264	5,670,620	6,004,807	6,344,399	6,685,025	7,033,471	7,386,638
Less: Febuary 1st Bond Payments	(573,659)	(576,884)	(584,959)	(596,872)	(603,472)	(614,809)	(620,834)	(630,394)	-
Fund balance available	5,254,798	5,582,115	5,921,224	6,267,492	6,608,279	6,959,209	7,305,859	7,663,865	7,386,638
Cash balances	$ 5,632,618	$ 5,956,711	$ 6,287,744	$ 6,622,100	$ 6,956,287	$ 7,295,879	$ 7,636,504	$ 7,984,951	$ 8,338,117
District Information									
Excess Increment	None	None	None	None	None	None	None	None	None
Original tax capacity	335,250	335,250	335,250	335,250	335,250	335,250	335,250	335,250	335,250
Estimated tax capacity	3,539,362	3,539,362	3,539,362	3,539,362	3,539,362	3,539,362	3,539,362	3,539,362	3,539,362
Captured tax capacity	3,204,112	3,204,112	3,204,112	3,204,112	3,204,112	3,204,112	3,204,112	3,204,112	3,204,112

TIF Schedule of Activity

TIF District 6 (Fund 305)
Downtown West
Redevelopment District 1408
2015 - 12/31/2045

	TIF Plan Budget	Totals Entire Length of District	2018 and Prior	2019	2020	2021	Projected 2022	Projected 2023
Revenues								
Tax increment	$ 135,138,490	$ 16,902,946	$ -	$ -	$ 111,529	$ 367,996	$ 629,864	$ 870,634
Bond proceeds	90,718,633	5,025,000	-	-	1,025,000	-	4,000,000	-
Bond premium/costs	-	27,866	-	-	27,866	-	-	-
Investment earnings	13,513,849	51,693	(487)	-	157	212	1,503	2,034
Non-tax increment revenues								
Other revenues (3)	-	100,000	-	-	100,000	-	-	-
Annual revenues	239,370,972	22,107,505	(487)	-	1,264,552	368,208	4,631,367	872,668
Expenses								
Project Costs								
Development Projects	77,204,784							
Panoway Phase I (1)		1,066,397	-	-	1,066,397	-	-	-
Parking Lot - Lake & Berry		1,849,750	-	-	607,988	1,241,762	-	-
Panoway Phase II (Boardwalk/Boat Slips)		4,000,000	-	-	-	-	4,000,000	-
Development Projects (Pooling)		1,489,300	-	-	-	-	345,000	530,500
Debt Service	148,652,339							
2020A Panoway Bond		1,179,700	-	-	-	14,225	117,100	114,400
2020A Panoway Bond (Pooling) (2)		506,100	-	-	-	6,100	51,600	50,400
2022A Panoway Bond		4,251,000	-	-	-	-	-	110,000
Pay-As-You-Go Notes		6,040,062	-	-	-	-	45,463	144,196
Intertund loan interest expense		581,158	-	-	-	-	66,774	60,395
Administrative Fees	13,513,849							
Direct Admin Costs		606,850	50,039	108,660	89,364	28,788	30,000	30,000
Administrative Transfers		315,000	-	-	15,000	15,000	15,000	15,000
County Administrative Fees		891	-	-	891	-	-	-
Annual expenses	239,370,972	21,886,210	50,039	108,660	1,779,640	1,305,875	4,670,936	1,054,891
Annual increase/decrease	-	221,296	(50,526)	(108,660)	(515,088)	(937,667)	(39,569)	(182,223)
Ending fund balance	$ -	$ 221,296	$ (50,526)	$ (159,186)	$ (674,274)	$ (1,611,941)	$ (1,651,510)	$ (1,833,734)
Less: Febuary 1st Bond Payments	-	-	-	-	-	(150,325)	(203,375)	(206,425)
Fund balance available	$ -	$ 221,296	$ (50,526)	$ (159,186)	$ (674,274)	$ (1,762,266)	$ (1,854,885)	$ (2,040,159)
Cash balances			$ -	$ -	$ (27,439)	$ 150,325	$ 203,375	$ 206,425
Interfund Loan Summary								
Loan for administrative costs			$ 50,256	$ 159,186	$ 115,364	$ 12,516	$ -	$ -
Loan for Parking Lot Contstuction (Max $2M)			$ -	$ -	$ 507,988	$ 1,669,344	$ 1,509,886	$ 1,164,659
Loan for Pooling Projects (Max TBD)			$ -	$ -	$ -	$ -	$ 345,000	$ 875,500
District Information								
Excess Increment			None	None	None	None	None	None
Original tax capacity			763,773	763,773	763,773	763,773	763,773	763,773
Estimated tax capacity			763,773	763,773	862,062	862,062	1,427,923	1,427,923
Captured tax capacity			-	-	98,289	98,289	664,150	664,150

Notes

(1) The Panoway Phase I project was funded with 2020A Bonds and pooling contributions. Please see the Panoway reconciliation schedule for additional information.
(2) For TIF reporting, in the year of payment, out-district bond payments will be reported as project costs.
(3) In 2020, non-tif revenues were received as a contribution to the Lake and Berry Parking Lot project.

TIF Schedule of Activity (Continued)

TIF District 6 (Fund 305) (Continued)
Downtown West
Redevelopment District 1408
2015 - 12/31/2045

	Projected (Continued)							
	2024	2025	2026	2027	2028	2029	2030	2031
Revenues								
Tax increment	$ 877,819	$ 877,819	$ 877,819	$ 877,819	$ 877,819	$ 877,819	$ 877,819	$ 877,819
Bond proceeds	-	-	-	-	-	-	-	-
Bond premium/costs	-	-	-	-	-	-	-	-
Investment earnings *	2,064	3,994	3,997	3,999	3,950	3,852	3,904	3,863
Non-tax increment revenues	-	-	-	-	-	-	-	-
Other revenues (including bond premium)	-	-	-	-	-	-	-	-
Annual revenues	879,883	881,813	881,816	881,818	881,769	881,671	881,723	881,682
Expenses								
Project Costs								
Development Projects	-	-	-	-	-	-	-	-
Panoway Phase I [1]	-	-	-	-	-	-	-	-
Parking Lot - Lake & Berry	-	-	-	-	-	-	-	-
Panoway Phase II (Boardwalk/Boat Slips)	-	-	-	-	-	-	-	-
Development Projects (Pooling)	313,800	300,000	-	-	-	-	-	-
Debt Service								
2020A Panoway Bond	116,625	118,700	115,700	117,625	114,475	116,250	118,450	116,150
2020A Panoway Bond (Pooling) [2]	49,200	48,000	51,725	50,375	49,025	47,675	51,500	50,500
2022A Panoway Bond	110,000	297,388	292,163	286,938	281,713	266,625	261,675	256,725
Pay-As-You-Go Notes	341,056	344,334	344,334	344,334	344,334	344,334	344,334	344,334
Intertund loan interest expense	25,027	43,104	47,682	57,409	59,711	46,091	45,072	43,679
Administrative Fees								
Direct Admin Costs	30,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Administrative Transfers	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
County Administrative Fees	-	-	-	-	-	-	-	-
Annual expenses	1,000,708	1,181,526	881,604	886,681	879,258	850,976	851,031	841,388
Annual increase/decrease	(120,825)	(299,713)	213	(4,863)	2,511	30,695	30,692	40,294
Ending fund balance	$ (1,954,559)	$ (2,254,271)	$ (2,254,059)	$ (2,258,921)	$ (2,256,410)	$ (2,225,714)	$ (2,195,022)	$ (2,154,728)
Less: Febuary 1st Bond Payments	(399,400)	(399,688)	(399,900)	(395,038)	(385,175)	(390,375)	(386,250)	(217,125)
Fund balance available	$ (2,353,959)	$ (2,653,959)	$ (2,653,959)	$ (2,653,959)	$ (2,641,585)	$ (2,616,089)	$ (2,581,272)	$ (2,371,853)
Cash balances	$ 399,400	$ 399,688	$ 399,900	$ 395,038	$ 385,175	$ 390,375	$ 386,250	$ 217,125
Interfund Loan Summary								
Loan for administrative costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Loan for Parking Lot Contstuction (Max $2M)	$ 1,164,659	$ 1,164,659	$ 1,164,659	$ 1,164,659	$ 1,152,285	$ 1,126,790	$ 1,091,973	$ 882,554
Loan for Pooling Projects (Max TBD)	$ 1,189,300	$ 1,489,300	$ 1,489,300	$ 1,489,300	$ 1,489,300	$ 1,489,300	$ 1,489,300	$ 1,489,300
District Information								
Excess Increment	None	None	None	None	None	None	None	None
Original tax capacity	763,773	763,773	763,773	763,773	763,773	763,773	763,773	763,773
Estimated tax capacity	1,427,923	1,427,923	1,427,923	1,427,923	1,427,923	1,427,923	1,427,923	1,427,923
Captured tax capacity	664,150	664,150	664,150	664,150	664,150	664,150	664,150	664,150

TIF Schedule of Activity (Continued)

TIF District 6 (Fund 305) (Continued)
Downtown West
Redevelopment District 1408
2015 - 12/31/2045

	Projected (Continued)								
	2032	2033	2034	2035	2036	2037	2038	2039	2040
Revenues									
Tax increment	$ 877,819	$ 877,819	$ 877,819	$ 877,819	$ 877,819	$ 877,819	$ 877,819	$ 877,819	$ 877,819
Bond proceeds	-	-	-	-	-	-	-	-	-
Bond premium/costs	-	-	-	-	-	-	-	-	-
Investment earnings *	2,171	2,147	2,122	2,097	2,072	2,048	2,023	1,998	1,973
Non-tax increment revenues	-	-	-	-	-	-	-	-	-
Other revenues (including bond premium)	-	-	-	-	-	-	-	-	-
Annual revenues	879,990	879,966	879,941	879,916	879,891	879,867	879,842	879,817	879,792
Expenses									
Project Costs									
Development Projects	-	-	-	-	-	-	-	-	-
Panoway Phase I [1]	-	-	-	-	-	-	-	-	-
Parking Lot - Lake & Berry	-	-	-	-	-	-	-	-	-
Panoway Phase II (Boardwalk/Boat Slips)	-	-	-	-	-	-	-	-	-
Development Projects (Pooling)	-	-	-	-	-	-	-	-	-
Debt Service									
2020A Panoway Bond	-	-	-	-	-	-	-	-	-
2020A Panoway Bond (Pooling) [2]	-	-	-	-	-	-	-	-	-
2022A Panoway Bond	251,775	246,825	241,875	236,925	231,975	227,025	222,075	217,125	212,175
Pay-As-You-Go Notes	344,334	344,334	344,334	344,334	344,334	344,334	344,334	344,334	344,334
Intertund loan interest expense	35,302	26,460	17,067	7,102	284	-	-	-	-
Administrative Fees									
Direct Admin Costs	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Administrative Transfers	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
County Administrative Fees	-	-	-	-	-	-	-	-	-
Annual expenses	661,411	647,619	633,276	618,361	606,593	601,359	596,409	591,459	586,509
Annual increase/decrease	218,579	232,347	246,665	261,555	273,298	278,508	283,433	288,358	293,283
Ending fund balance	(1,936,150)	(1,703,803)	(1,457,138)	(1,195,583)	(922,285)	(643,778)	(360,345)	(71,987)	221,296
Less: Febuary 1st Bond Payments	(214,650)	(212,175)	(209,700)	(207,225)	(204,750)	(202,275)	(199,800)	(197,325)	(194,850)
Fund balance available	$ (2,150,800)	$ (1,915,978)	$ (1,666,838)	$ (1,402,808)	$ (1,127,035)	$ (846,053)	$ (560,145)	$ (269,312)	$ 26,446
Cash balances	$ 214,650	$ 212,175	$ 209,700	$ 207,225	$ 204,751	$ 202,275	$ 199,800	$ 197,326	$ 221,296
Interfund Loan Summary									
Loan for administrative costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Loan for Parking Lot Contstuction (Max $2M)	$ 661,500	$ 426,678	$ 177,539	$ 7,102	$ -	$ -	$ -	$ -	$ -
Loan for Pooling Projects (Max TBD)	$ 1,489,300	$ 1,489,300	$ 1,489,300	$ 1,395,707	$ 1,127,036	$ 846,053	$ 560,145	$ 269,313	$ -
District Information									
Excess Increment	None	None	None	None	None	None	None	None	None
Original tax capacity	763,773	763,773	763,773	763,773	763,773	763,773	763,773	763,773	763,773
Estimated tax capacity	1,427,923	1,427,923	1,427,923	1,427,923	1,427,923	1,427,923	1,427,923	1,427,923	1,427,923
Captured tax capacity	664,150	664,150	664,150	664,150	664,150	664,150	664,150	664,150	664,150

TIF Schedule of Activity (Continued)

TIF District 6 (Fund 305) (Continued)
Downtown West
Redevelopment District 1408
2015 - 12/31/2045

	Projected (Continued)						
	2041	2042	2043	2044	2045	2046	2047
Revenues							
Tax increment	$ 877,819	$ 877,819	$ 877,819	$ 877,819	$ 877,819	$ -	$ -
Bond proceeds	-	-	-	-	-	-	-
Bond premium/costs	-	-	-	-	-	-	-
Investment earnings *	2,213	5,198	8,788	12,821	17,423	-	-
Non-tax increment revenues	-	-	-	-	-	-	-
Other revenues (including bond premium)	-	-	-	-	-	-	-
Annual revenues	880,032	883,017	886,607	890,640	895,242	-	-
Expenses							
Project Costs							
Development Projects	-	-	-	-	-	-	-
Panoway Phase I [1]	-	-	-	-	-	-	-
Parking Lot - Lake & Berry	-	-	-	-	-	-	-
Panoway Phase II (Boardwalk/Boat Slips)	-	-	-	-	-	-	-
Development Projects (Pooling)	-	-	-	-	-	-	-
Debt Service							
2020A Panoway Bond	-	-	-	-	-	-	-
2020A Panoway Bond (Pooling) [2]	-	-	-	-	-	-	-
2022A Panoway Bond	207,225	202,275	197,325	192,375	187,425	182,475	-
Pay-As-You-Go Notes	344,334	291,680	256,038	208,032	160,671	27,386	-
Intertund loan interest expense	-	-	-	-	-	-	-
Administrative Fees							
Direct Admin Costs	15,000	15,000	15,000	15,000	15,000	-	-
Administrative Transfers	15,000	15,000	15,000	15,000	15,000	-	-
County Administrative Fees	-	-	-	-	-	-	-
Annual expenses	581,559	523,955	483,363	430,407	378,096	209,861	-
Annual increase/decrease	298,473	359,062	403,244	460,233	517,146	(209,861)	-
Ending fund balance	519,768	878,831	1,282,075	1,742,307	2,259,453	2,049,592	2,049,592
Less: Febuary 1st Bond Payments	(192,375)	(189,900)	(187,425)	(184,950)	(182,475)	-	-
Fund balance available	$ 327,393	$ 688,931	$ 1,094,650	$ 1,557,357	$ 2,076,978	$ 2,049,592	$ 2,049,592
Cash balances	$ 519,768	$ 878,831	$ 1,282,075	$ 1,742,307	$ 2,259,453	$ 2,049,592	$ 2,049,592
Interfund Loan Summary							
Loan for administrative costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Loan for Parking Lot Contstuction (Max $2M)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Loan for Pooling Projects (Max TBD)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
District Information							
Excess Increment	None	None	None	None	None	None	None
Original tax capacity	763,773	763,773	763,773	763,773	763,773	763,773	763,773
Estimated tax capacity	1,427,923	1,427,923	1,427,923	1,427,923	1,427,923	1,427,923	1,427,923
Captured tax capacity	664,150	664,150	664,150	664,150	664,150	664,150	664,150

Schedule of TIF 6 Obligations

	Issue Date	Total	Actual 2020	Actual 2021	Projected 2022	Projected 2023
Tax Increment Revenue [1]		$ 21,390,664	$ 111,686	$ 368,208	$ 631,367	$ 872,668
Allocation of TIF to obligations						
Bonds						
2020A Panoway Bond	2020	1,025,000	-	14,225	117,100	114,400
2020A Panoway Bond (Pooling)	2020	440,000	-	6,100	51,600	50,400
2022 Panoway Phase II Bond + Interest [2]	2022	4,000,000	-	-	-	110,000
Interest on bonds		1,640,900				
Pay-As-You-Go Notes						
Hoyt [3]	TBD	2,041,097			-	-
Zitzloff [3]	TBD	1,555,821			39,231	78,462
Lothenbach [3]	TBD	1,165,655			6,231	12,463
Hughes [3]	TBD	2,565,632			-	53,271
Interfund Loan						
Administrative Costs	2017	1,074,244	111,686	197,558	45,000	45,000
Parking Lot - Lake and Berry [5]	2020	1,700,000	-	-	319,154	405,622
Interest on loans		643,424				
Pooling Projects [4]						
Ferndale Sidewalk	2023	530,500	-	-	-	-
Railroad Crossing Enhancements	2022	218,000	-	-	-	-
Wayfinding Signs	2024	313,800	-	-	-	-
Grove Lane Improvements	2022	127,000	-	-	-	-
Parking Lot/Lake St Light Replacement	2025	300,000	-	-	-	-
Future Pooling Projects	TBD	-				
Total Obligations		19,341,073	111,686	217,883	578,317	869,618
Hold Back for Febuary 1st Bond Payments			-	150,325	203,375	206,425
Annual Net Cash Increase			$ -	$ -	$ -	$ -
Accumulated Cash Reserves		$ 2,049,591	$ -	$ -	$ -	$ -

(1) Tax Increment Revenue includes tax increment and interest earnings
(2) 2022 Bond payments are estimated using a 2.75% interest and will be adjusted depending on the final payment schedule.
(3) PAYGO notes have not yet been issued, payments are projected note principal and interest payments
(4) Costs related to the pooling projects have not yet been incurred and future payments related to these project are estimated. The above projections assume the projects costs will be initially paid with City funds and reimbursed through future TIF, as pooling capacity is available.
(5) The Lake and Berry Parking Lot interfund loan is expected to be repaid with available increment and after all other annual obligations are paid.

Schedule of TIF 6 Obligations (Continued)

	2024	2025	2026	2027	2028	2029	2030	2031
Tax Increment Revenue [1]	$ 879,883	$ 881,813	$ 881,816	$ 881,818	$ 881,769	$ 881,671	$ 881,723	$ 881,682
Allocation of TIF to obligations								
Bonds								
2020A Panoway Bond	116,625	118,700	115,700	117,625	114,475	116,250	118,450	116,150
2020A Panoway Bond (Pooling)	49,200	48,000	51,725	50,375	49,025	47,675	51,500	50,500
2022 Panoway Phase II Bond [2]	110,000	297,388	292,163	286,938	281,713	266,625	261,675	256,725
Interest on bonds								
Pay-As-You-Go Notes								
Hoyt [3]	94,935	94,935	94,935	94,935	94,935	94,935	94,935	94,935
Zitzloff [3]	78,462	78,462	78,462	78,462	78,462	78,462	78,462	78,462
Lothenbach [3]	57,840	57,840	57,840	57,840	57,840	57,840	57,840	57,840
Hughes [3]	109,820	113,098	113,098	113,098	113,098	113,098	113,098	113,098
Interfund Loan								
Administrative Costs	45,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Parking Lot - Lake and Berry [5]	25,027	43,104	47,682	57,409	72,085	71,587	79,889	253,098
Interest on loans								
Pooling Projects [4]								
Ferndale Sidewalk	-	-	-	-	-	-	-	-
Railroad Crossing Enhancements	-	-	-	-	-	-	-	-
Wayfinding Signs	-	-	-	-	-	-	-	-
Grove Lane Improvements	-	-	-	-	-	-	-	-
Parking Lot/Lake St Light Replacement	-	-	-	-	-	-	-	-
Undesignated								
Total Obligations	686,908	881,526	881,604	886,681	891,632	876,471	885,848	1,050,807
Hold Back for Febuary 1st Bond Payments	399,400	399,688	399,900	395,038	385,175	390,375	386,250	217,125
Annual Net Cash Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Accumulated Cash Reserves	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Schedule of TIF 6 Obligations (Continued)

	2032	2033	2034	2035	2036	2037	2038	2039
Tax Increment Revenue [1]	$ 879,990	$ 879,966	$ 879,941	$ 879,916	$ 879,891	$ 879,867	$ 879,842	$ 879,817
Allocation of TIF to obligations								
Bonds								
2020A Panoway Bond	-	-	-	-	-	-	-	-
2020A Panoway Bond (Pooling)	-	-	-	-	-	-	-	-
2022 Panoway Phase II Bond [2]	251,775	246,825	241,875	236,925	231,975	227,025	222,075	217,125
Interest on bonds								
Pay-As-You-Go Notes								
Hoyt [3]	94,935	94,935	94,935	94,935	94,935	94,935	94,935	94,935
Zitzloff [3]	78,462	78,462	78,462	78,462	78,462	78,462	78,462	78,462
Lothenbach [3]	57,840	57,840	57,840	57,840	57,840	57,840	57,840	57,840
Hughes [3]	113,098	113,098	113,098	113,098	113,098	113,098	113,098	113,098
Interfund Loan								
Administrative Costs	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Parking Lot - Lake and Berry [5]	256,356	261,282	266,207	177,539	7,386	-	-	-
Interest on loans								
Pooling Projects [4]								
Ferndale Sidewalk	-	-	-	33,339	95,703	100,088	101,843	103,597
Railroad Crossing Enhancements	-	-	-	13,700	39,327	41,130	41,850	42,571
Wayfinding Signs	-	-	-	19,720	56,610	59,204	60,242	61,279
Grove Lane Improvements	-	-	-	7,981	22,911	23,961	24,381	24,801
Parking Lot/Lake St Light Replacement	-	-	-	18,853	54,120	56,600	57,592	58,584
Undesignated								
Total Obligations	882,465	882,441	882,416	882,391	882,366	882,342	882,317	882,292
Hold Back for Febuary 1st Bond Payments	214,650	212,175	209,700	207,225	204,750	202,275	199,800	197,325
Annual Net Cash Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Accumulated Cash Reserves	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Schedule of TIF 6 Obligations (Continued)

	2040	2041	2042	2043	2044	2045	2046
Tax Increment Revenue [(1)]	$ 879,792	$ 880,032	$ 883,017	$ 886,607	$ 890,640	$ 895,242	$ -
Allocation of TIF to obligations							
Bonds							
2020A Panoway Bond	-	-	-	-	-	-	-
2020A Panoway Bond (Pooling)	-	-	-	-	-	-	-
2022 Panoway Phase II Bond [(2)]	212,175	207,225	202,275	197,325	192,375	187,425	182,475
Interest on bonds							
Pay-As-You-Go Notes							
Hoyt [(3)]	94,935	94,935	94,935	94,935	94,935	47,467	-
Zitzloff [(3)]	78,462	78,462	25,808	-	-	-	-
Lothenbach [(3)]	57,840	57,840	57,840	48,006	-	-	-
Hughes [(3)]	113,098	113,098	113,098	113,098	113,098	113,204	27,386
Interfund Loan							
Administrative Costs	30,000	30,000	30,000	30,000	30,000	30,000	-
Parking Lot - Lake and Berry [(5)]	-	-	-	-	-	-	-
Interest on loans							
Pooling Projects [(4)]							
Ferndale Sidewalk	95,931	-	-	-	-	-	-
Railroad Crossing Enhancements	39,421	-	-	-	-	-	-
Wayfinding Signs	56,745	-	-	-	-	-	-
Grove Lane Improvements	22,966	-	-	-	-	-	-
Parking Lot/Lake St Light Replacement	54,249	-	-	-	-	-	-
Undesignated							
Total Obligations	855,822	581,559	523,955	483,363	430,407	378,096	209,861
Hold Back for Febuary 1st Bond Payments	194,850	192,375	189,900	187,425	184,950	182,475	-
Annual Net Cash Increase	$ 26,445	$ 300,948	$ 361,537	$ 405,719	$ 462,708	$ 519,621	$ (27,386)
Accumulated Cash Reserves	$ 26,445	$ 327,393	$ 688,930	$ 1,094,649	$ 1,557,357	$ 2,076,978	$ 2,049,591

Schedule of Available Pooling

TIF District 6 - Downtown West

	District Total	Actual				Projected	
Available Pooling Calculation	(2017 - 2045)	2018 and Prior	2019	2020	2021	2022	2023
25% of Increment Received*	$ 5,347,666.00	$ -	$ -	$ 27,921.50	$ 92,052.00	$ 157,841.75	$ 218,167.00
Less: Admin Costs	(1,074,244.20)	-	-	(111,686.00)	(197,558.20)	(45,000.00)	(45,000.00)
Less: Pooling Bond Repayment	(506,100.00)	-	-	-	(6,100.00)	(51,600.00)	(50,400.00)
Less: Pooling Project Repayment	(1,489,300.00)	-	-	-	-	-	-
Accumulated Pooling Available	$ 2,278,021.80	$ -	$ -	$ (83,764.50)	$ (195,370.70)	$ (134,128.95)	$ (11,361.95)
Available Cash Balance	$ 2,049,591.49			$ -	$ -	$ -	$ -

TIF District 5 - Bay Center

	District Total	Actual				Projected	
Available Pooling Calculation	(2015 - 2040)	2018 and Prior	2019	2020	2021	2022	2023
25% of Increment Received*	$ 18,284,349.75	$ 1,807,239.75	$ 725,674.25	$ 738,236.00	$ 725,862.00	$ 743,667.00	$ 745,848.25
Less: Admin Costs	(751,041.00)	(135,938.00)	(31,163.00)	(27,640.00)	(24,300.00)	(28,000.00)	(28,000.00)
Less: Pooling Bond Repayment	(12,967,032.05)	(372,353.00)	(238,377.00)	(496,348.00)	(185,155.00)	(71,063.26)	(646,716.26)
Less: Pooling Project Repayment	(1,076,325.00)	-	(50,000.00)	(1,026,325.00)	-	-	-
Accumulated Pooling Available	$ 3,489,951.70	$ 1,298,948.75	$ 1,705,083.00	$ 893,006.00	$ 1,409,413.00	$ 2,054,016.74	$ 2,125,148.73
Available Cash Balance	$ 8,338,117.12	$ 1,039,006.00	$ 1,666,494.00	$ 1,032,697.00	$ 1,694,244.00	$ 2,566,657.19	$ 2,858,917.97

TIF District 3 - Widsten

	District Total	Actual				Projected
Available Pooling Calculation	(1997 - 2022)	2018 and Prior	2019	2020	2021	2022
25% of Increment Received*	$ 2,331,927.00	$ 1,877,335.00	$ 104,267.75	$ 110,711.50	$ 119,717.25	$ 119,895.50
Less: Admin Costs	(477,824.00)	(402,368.00)	(15,000.00)	(22,008.00)	(17,448.00)	(18,000.00)
Less: Pooling Bond Repayment	(815,330.00)	-	-	-	(337,627.00)	(477,703.00)
Less: Pooling Project Repayment	-	-	-	-	-	-
Accumulated Pooling Available	$ 1,038,773.00	$ 1,474,967.00	$ 1,564,234.75	$ 1,652,938.25	$ 1,417,580.50	$ 1,041,773.00
Available Cash Balance	$ -			$ -	$ -	$ -

* Increment received includes tax increment revenue and interest earnings

Schedule of Available Pooling (Continued)

TIF District 6 - Downtown West								
	Projected							
Available Pooling Calculation	2024	2025	2026	2027	2028	2029	2030	2031
25% of Increment Received*	$ 219,970.75	$ 220,453.25	$ 220,454.00	$ 220,454.50	$ 220,442.25	$ 220,417.75	$ 220,430.75	$ 220,420.50
Less: Admin Costs	(45,000.00)	(30,000.00)	(30,000.00)	(30,000.00)	(30,000.00)	(30,000.00)	(30,000.00)	(30,000.00)
Less: Pooling Bond Repayment	(49,200.00)	(48,000.00)	(51,725.00)	(50,375.00)	(49,025.00)	(47,675.00)	(51,500.00)	(50,500.00)
Less: Pooling Project Repayment	-	-	-	-	-	-	-	-
Accumulated Pooling Available	$ 114,408.80	$ 256,862.05	$ 395,591.05	$ 535,670.55	$ 677,087.80	$ 819,830.55	$ 958,761.30	$ 1,098,681.80
Available Cash Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

TIF District 5 - Bay Center								
	Projected							
Available Pooling Calculation	2024	2025	2026	2027	2028	2029	2030	2031
25% of Increment Received*	$ 746,578.75	$ 747,315.25	$ 748,060.25	$ 748,815.00	$ 749,581.75	$ 750,349.75	$ 751,119.00	$ 751,912.75
Less: Admin Costs	(28,000.00)	(28,000.00)	(28,000.00)	(28,000.00)	(28,000.00)	(28,000.00)	(28,000.00)	(28,000.00)
Less: Pooling Bond Repayment	(647,291.26)	(646,903.76)	(645,866.26)	(644,178.76)	(646,741.26)	(649,208.76)	(642,562.51)	(645,930.01)
Less: Pooling Project Repayment	-	-	-	-	-	-	-	-
Accumulated Pooling Available	$ 2,196,436.22	$ 2,268,847.71	$ 2,343,041.70	$ 2,419,677.94	$ 2,494,518.43	$ 2,567,659.42	$ 2,648,215.91	$ 2,726,198.65
Available Cash Balance	$ 3,153,525.75	$ 3,451,467.03	$ 3,753,425.81	$ 4,060,091.09	$ 4,367,260.87	$ 4,675,035.15	$ 4,992,532.68	$ 5,309,837.71

Schedule of Available Pooling (Continued)

TIF District 6 - Downtown West

	Projected							
Available Pooling Calculation	2032	2033	2034	2035	2036	2037	2038	2039
25% of Increment Received*	$ 219,997.50	$ 219,991.50	$ 219,985.25	$ 219,979.00	$ 219,972.75	$ 219,966.75	$ 219,960.50	$ 219,954.25
Less: Admin Costs	(30,000.00)	(30,000.00)	(30,000.00)	(30,000.00)	(30,000.00)	(30,000.00)	(30,000.00)	(30,000.00)
Less: Pooling Bond Repayment	-	-	-	-	-	-	-	-
Less: Pooling Project Repayment	-	-	-	(93,593.02)	(268,671.16)	(280,982.77)	(285,907.77)	(290,832.77)
Accumulated Pooling Available	$ 1,288,679.30	$ 1,478,670.80	$ 1,668,656.05	$ 1,765,042.03	$ 1,686,343.62	$ 1,595,327.61	$ 1,499,380.34	$ 1,398,501.82
Available Cash Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

TIF District 5 - Bay Center

	Projected							
Available Pooling Calculation	2032	2033	2034	2035	2036	2037	2038	2039
25% of Increment Received*	$ 752,706.00	$ 753,513.00	$ 754,323.25	$ 755,150.75	$ 755,986.75	$ 756,822.25	$ 757,671.25	$ 758,522.75
Less: Admin Costs	(28,000.00)	(28,000.00)	(28,000.00)	(28,000.00)	(28,000.00)	(28,000.00)	(28,000.00)	(28,000.00)
Less: Pooling Bond Repayment	(643,627.51)	(645,543.76)	(641,843.76)	(641,831.26)	(645,343.76)	(643,281.26)	(645,643.76)	(641,228.13)
Less: Pooling Project Repayment	-	-	-	-	-	-	-	-
Accumulated Pooling Available	$ 2,807,277.14	$ 2,887,246.38	$ 2,971,725.87	$ 3,057,045.36	$ 3,139,688.35	$ 3,225,229.34	$ 3,309,256.83	$ 3,398,551.45
Available Cash Balance	$ 5,632,618.24	$ 5,956,710.52	$ 6,287,743.80	$ 6,622,099.58	$ 6,956,286.86	$ 7,295,878.64	$ 7,636,503.92	$ 7,984,950.83

Schedule of Available Pooling (Continued)

TIF District 6 - Downtown West						
	Projected					
Available Pooling Calculation	2040	2041	2042	2043	2044	2045
25% of Increment Received*	$ 219,948.00	$ 220,008.00	$ 220,754.25	$ 221,651.75	$ 222,660.00	$ 223,810.50
Less: Admin Costs	(30,000.00)	(30,000.00)	(30,000.00)	(30,000.00)	(30,000.00)	(30,000.00)
Less: Pooling Bond Repayment	-	-	-	-	-	-
Less: Pooling Project Repayment	(269,312.52)	-	-	-	-	-
Accumulated Pooling Available	$ 1,319,137.30	$ 1,509,145.30	$ 1,699,899.55	$ 1,891,551.30	$ 2,084,211.30	$ 2,278,021.80
Available Cash Balance	$ 26,445.25	$ 327,393.02	$ 688,930.48	$ 1,094,649.16	$ 1,557,356.87	$ 2,076,977.94

TIF District 5 - Bay Center	
	Projected
Available Pooling Calculation	2040
25% of Increment Received*	$ 759,394.00
Less: Admin Costs	(28,000.00)
Less: Pooling Bond Repayment	(639,993.75)
Less: Pooling Project Repayment	-
Accumulated Pooling Available	$ 3,489,951.70
Available Cash Balance	$ 8,338,117.12

TIF District Background Information

The Wayzata Housing and Redevelopment Authority (HRA) assists the City Council in addressing the City's housing and redevelopment goals and objectives in accordance with the Comprehensive Plan. It is a legally separate entity, of which the governing body consists of a five member board of commissioners approved, but not selected, by the City Council. With the exception of the City Council approving board members and the HRA's budget, the HRA has complete control over its own duties. However, all HRA administrative and financial functions are performed by City staff, and the HRA is fiscally dependent upon the City. It is these criterion that result in the HRA being reported as a discretely presented component unit. The HRA does not prepare separate financial statements. Information on the HRA's governmental funds are shown above in the financial schedules. Further discussion on current and future projects are discussed in the above report.

<u>TIF 3 – Widsten Tax Increment</u>

TIF District No. 3 was submitted for certification on February 22, 1995 and was certified March 1, 1996. TIF District No. 3 must be decertified no later than March 1, 2020. TIF District No. 3 was originally established in 1995 to facilitate the redevelopment of the Widsten Elementary School which had been vacated by I.S.D. No. 284 (Wayzata). Pursuant to the 1995 TIF Plan the City and HRA acquired certain parcels and completed public redevelopment activities including various utility and streetscape improvements. Acquired land on the Widsten block was resold for private redevelopment. An amendment to the TIF Plan for TIF District No. 3 was adopted February 21, 2001 authorizing increased expenditures for a municipal parking facility on Mill Street and addition storm sewer improvements.

This fund has completed its original purpose but obtained special legislation that would allow for broader use of existing and future tax increment. Future increment is being used to pay for debt service related to the Municipal Ramp.

<u>TIF 5 – Bay center Tax Increment</u>

The City Council of the City of Wayzata, Minnesota (the "City") and the Housing and Redevelopment Authority in and for the City (the "Authority") have determined that pursuant to the 2010 Wayzata TIF District No. 5 Special Law, it is necessary and in the best interests of the City to decertify Redevelopment Tax Increment Financing District No. 5, originally certified June 11, 2009, and adopt and implement a Tax Increment Financing TIF Plan ("TIF Plan") for Replacement Redevelopment TIF District No. 5 ("Replacement TIF District No. 5") and request a new Replacement TIF District No. 5 certification. Replacement TIF District No. 5 lies within the Central Area Redevelopment District (the "CARD"), which was established in 1977 and enlarged and modified by amendments to the Redevelopment Project Plan in 1979, 1986, 1992, 1995 and1999, and 2008.

The 2010 Wayzata TIF District No. 5 Special Law was enacted by the Minnesota legislature in recognition of the detrimental impact of the 2008 economic downturn on real estate redevelopment projects such as the proposed redevelopment of the Wayzata Bay Center as described in the Agreement and TIF Plan for TIF District No. 5. The City and Authority were allowed additional flexibility, in part, as follows:

Any parcel is deemed to meet the requirements of Minnesota Statutes, section 469.174, subdivision 10, paragraph (d), clause (1), if the following conditions are met:

1) A building on the parcel was demolished by a developer or the city after the city council found the building to be structurally substandard upon approval of original tax increment financing plan for the district; and

2) The city decertifies Redevelopment Tax Increment Financing District No. 5, but files a request with the county auditor for certification of the parcel as part of a subsequent redevelopment or renewal and renovation district within ten years after the date of demolition.

<u>TIF 6 – Downtown</u>

The District currently consists of 24 parcels of land and adjacent and internal rights-of-way. The District was created to facilitate the construction of approximately 71 condos, 53,690 square feet of office space, 10,603 square feet of retail space, a public lot/ramp and road and streetscape improvements along Lake Street within the City.

All potential TIF Agreements will be on a pay-as-you-go basis. The City intends to utilize TIF for purposes of paying for public improvements, including but not limited to, a new City parking lot/ramp, road, streetscape and utility improvements.