WAYZATA CITY COUNCIL
Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street
Tuesday, December 20, 2022
7:00 PM

ZOOM INFORMATION
[Click here to join Zoom Mtg]
Meeting ID: 864 4104 6349 Passcode: 328884

Members of the public may watch and listen remotely by viewing the meeting on Channel 8, WCTV, and at the City's website at www.wayzata.org/WCTV.

Public comment during the Public Forum and/or Public Hearing portions of the meeting may be provided in person at the meeting, in advance, or by logging into the zoom call and raising your hand during the public hearing. **When your name is called in the meeting, you will be seen and heard in our Council Chambers and the cable channel**. You will be asked to unmute and then you may begin your comment. All public comments must include your full name and address.

The City encourages comments or questions about items on the agenda and, when possible, requests that you submit them in advance by emailing PublicComment@wayzata.org, calling City staff at 952-404-5323, or mailing Wayzata City Hall at 600 Rice St E, Wayzata, MN 55391 (Attn: Public Comment).

4:30 p.m. Dinner Available for Wayzata City Council - Conference Room

WORKSHOP TOPICS FOR DISCUSSION:

a. Update on Engagement, Design, Funding, Construction, and Maintenance & Operations of Panoway Phase 2a---Boardwalk and Docks (5:00-6:30 p.m.)

7:00 PM - CITY COUNCIL MEETING

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approve Agenda**
5. **Public Forum (3min/person)**
6. **New Agenda Items**
   a. Recognition of Outgoing City Council Member Jeff Buchanan
7. **Consent Agenda**
   a. Approval of City Council Workshop Minutes of December 6, 2022
   b. Approval of Check Register
   c. Approval of Municipal Licenses
   d. Receipt of Police Activity Report
   e. Receipt of Building Activity Report
   f. Adoption of Resolution 75-2022 Accepting Donation from the Leona M. and Harry B. Helmsley Charitable Trust Center for Resuscitation Medicine at the University of Minnesota for Automatic External Defibrilators (AED's)
   g. Approval of 2023-2032 Capital Improvement Plan
   h. Approval of Professional Services Agreement with Delaney Consulting for Wine and Spirits Work Plan Implementation
8. **Public Hearing**
9. **New Business**

a. Consider Approval of the General Obligation Bond Proceeds Construction Grant Agreement for the Wayzata Lake Effect Boardwalk Project (Panoway on Wayzata Bay) with the State of Minnesota Department of Employment and Economic Development

b. Consider Approval of Purchase and Installation Agreement with Blue Horizon for Municipal Solar Installations

10. City Manager's Report and Discussion Items

11. Public Forum (as necessary)

12. Adjournment

Meeting Rules of Conduct:
Turn in white card for public forum and blue card for agenda item
Give name and address
Indicate if representing a group
Limit remarks to 3 minutes

Upcoming Meetings:
City Council - January 10, 2023
Planning Commission - January 4, 2023

Members of the City Council and some staff members may gather at the Wayzata Bar and Grill immediately after the meeting for a purely social event. All members of the public are welcome.

City of Wayzata
City Council Agenda Report

MEETING DATE: December 20, 2022	**AGENDA ITEM:** 7.a
TITLE: Approval of City Council Workshop Minutes of December 6, 2022	
PROPOSED MOTION: To Approve the City Council Workshop of November 15, 2022	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommends approval of the minutes.

FINANCIAL OR BUDGET CONSIDERATION:
N/A

BACKGROUND:
N/A

ATTACHMENTS:
1. December 6, 2022 CC Workshop Minutes

WAYZATA CITY COUNCIL
WORKSHOP MEETING MINUTES
December 6, 2022

4:30 p.m. Conduct Interviews for Board and Commissions Vacancies

Mayor Mouton called the meeting to order at 4:00 p.m. Council Members present in-person in the community room at City Hall offices: Buchanan, Iverson, MacDonald, and Plechash. Also present: City Manager Jeff Dahl, Parks Planner Nick Kieser, and Deputy City Manager Aurora Yager. Council Member-elect Jeff Parkhill was also in attendance.

The Council conducted interviews for the following candidates:

Interview Time	Candidate	Appointment
4:30-4:40	Adam Elg	Planning Commission
4:40-4:50	Susan Ankeny	HPB
4:50-5:00	David Struck	Charter Commission, Planning Commission, HRA
5:00-5:10	James Beckey	HPB, E&E, HRA, Charter Commission, Planning Commission, Parks and Trails
5:10-5:20	Dennis Gregor	E&E, Parks and Trails
5:20-5:30	David Ferri	E&E
Below Candidates Considered for Reappointment		
NA	Steve Fox	HRA
NA	Bonnie Schwalbe	Planning Commission
NA	Sarah Randolph	Parks and Trails
NA	Judy Starkey	HPB
NA	James Prince	HPB
NA	Polly Andersen	E&E
NA	KC Chermak	E&E

Mr. Dahl indicated that based on the feedback received from the Council he would recommend specific appointments at the following regular meeting.

5:30 p.m. Discussion of Legislative Priorities

Ms. Yager provided background noting the Council reviewed legislative priorities with staff to ensure alignment and prioritization of the City's strategic goals and their relationship with the state government. Alignment of these priorities help guide staff with the utilization of resources, such as lobbying services, as well as communication with its state elected officials. Despite lack of action on both a tax and bonding bill in 2022, which would have considered the City’s requests related to Panoway, the City made significant traction with those items and expect that the Governor and Legislature to champion those requests again.

Ms. Yager noted that the biggest shift staff is proposing with the legislative priorities is to prioritize efforts to institute a local sales tax. A local sales tax would help to diversify city revenues by reducing dependence on property owners and adding a tax on certain types of commerce conducted within the community. As was mentioned in the 2021 U of M Extension Study, non-residents consist of an abnormally high percentage of the business transactions---one of the highest in the state. Visitors, while needed to help our business community thrive, take a toll on our City services and infrastructure without bearing any of the financial responsibility.

Because it requires both legislative and local approval, instituting any kind of local version of a sales tax can be a long process. While there are no guarantees, staff feels the City has a compelling case for a sales tax given the City's booming restaurant community and data that around 90% of patrons are coming from outside of the community.

Assuming the Council agrees to pursue a sales tax request, staff has prepared the attached preliminary data of some options of what could be requested and will go over it in more detail at the workshop. Given the uniqueness of Wayzata's economy and the restrictions on what a broad local option sales tax can be used for, staff recommends pursuing a food and beverage sales tax in which revenues may be able to be used for operations (Parks, Public Safety, etc.) as well as future capital projects.

Next steps will be to:

- Determine general approach of sales tax request---Dec '22
- Engage new state representatives---Dec '22
- Submit resolution of support to legislature---Jan '23
- Continue to meet with key members of the legislature to lobby for request---Jan to May '23
- Engage and inform members of the business community regarding request---Jan to May '23

The Council discussed the trade offs in exploring a potential sales tax. Council Member Iverson indicated that she was concerned about piling on more taxes on community members as the Council considers its largest levy increase in modern times.

There was consensus among the other Council Members that it made sense to explore a Food and Beverage sales tax to allow the City flexibility in capturing more revenues to offset future levy increases for both operational and capital needs.

The entire Council asked for additional information that highlights the benefits of sales tax prior to any official action moving forward. Ms. Yager indicated that staff would need to engage the business community in early 2023 as well.

The workshop meeting was adjourned at 6:40 p.m.

Respectfully submitted,

Kathy Leervig, City Clerk

City of Wayzata
City Council Agenda Report

MEETING DATE: December 20, 2022	**AGENDA ITEM:** 7.b
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of Checks and Electronic Fund Transfers (EFT's) for November and December 2022	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager, Aurora Yager, Deputy City Manager	

ACTION REQUESTED:

Staff recommends the approval of checks and EFT's.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Check & EFT Register

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 00000 ALL DEPARTMENTS							
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL 12/09/2	12092022PR	12/09/2022	169,990.97	2241
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL TAXES 1	12092022TAX	12/09/2022	61,979.00	2242
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL HSA DEP	12092022HSA	12/09/2022	10,233.57	2243
101-00000-20300	STREET CUT DEPOSIT REFUND	COMCAST CONSTRUCTION	STREET CUT DEPO	2022-00438	12/07/2022	1,189.00	126227
101-00000-20300	DEPOSITS PAYABLE	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	(1,150.00)	126308
101-00000-20300	DEPOSITS PAYABLE	OLD NATIONAL BANK	BANK FEES & CRE	NOV2022	11/30/2022	1,025.00	2227
101-00000-20300	DEPOSITS PAYABLE	OLD NATIONAL BANK	BANK FEES & CRE	NOV 2022	11/30/2022	1,025.00	2230
101-00000-20814	SALES TAX - 7.275%	MN DEPT. OF REVENUE	SALES TAX NOV20	12092022STAX	12/09/2022	58.08	2236
101-00000-21704	PERA	PERA	PERA - PAYROLL	12092022PERA	12/09/2022	41,049.39	2244
101-00000-21704	PERA	PERA	PERA - PAYROLL	11252022	11/28/2022	40,900.66	2209
101-00000-21705	NATIONWIDE RETIREMENT	NATIONWIDE RETIREMENT	EMPLOYEE PR DEP	12092022	12/09/2022	2,315.00	2240
101-00000-21706	HEALTH INSURANCE	HEALTHPARTNERS	HEALTH INS. DEC	12012022	12/01/2022	74,844.00	2214
101-00000-21707	PD UNION DUES	LAW ENFORCEMENT LABOR S	PD UNION DUES	DEC.2022	12/14/2022	650.00	126318
101-00000-21707	POLICE UNION DUES	LAW ENFORCEMENT LABOR S	PD UNION DUES	DEC.2022	12/14/2022	130.00	126318
101-00000-21711	LONG TERM DISABILITY INSURANCE	SUN LIFE ASSURANCE COMP	LONG TERM DIS.I	DEC. 2022	12/01/2022	698.77	2216
101-00000-21712	MSRS - POST EMPL.HEALTH SAVING	MN STATE RETIREMENT SYS	MSRS -KAUFMAN &	12092022MSRS	12/09/2022	4,142.34	2239
101-00000-21714	SUPPLEMENTAL LIFE INSURANCE	THE STANDARD	BASIC AND SUPPL	DEC2022	12/01/2022	1,514.15	2217
101-00000-21716	BASIC LIFE INSURANCE	THE STANDARD	BASIC AND SUPPL	DEC2022	12/01/2022	194.54	2217
101-00000-21717	DENTAL INS.	DELTA DENTAL OF MINNESO	DENTAL INS. DEC	CNS0001110527	12/01/2022	3,152.46	2212
101-00000-21719	ICMA DEFFERED COMP	ICMA	EMPLOYEE ICMA P	12092022	12/09/2022	1,377.50	2235
101-00000-21720	SHORT TERM DISABILITY INS.	SUN LIFE ASSURANCE COMP	SHORT TERM DIS.	DEC2022	12/01/2022	639.39	2215
101-00000-21721	FLEX PLAN	GROTH, TRAVIS	DEP.CARE REIMBU	11282022	11/30/2022	600.00	126157
101-00000-21722	VISION INS.	FIDELITY SECURITY LIFE	VISION INS.	DEC2022	12/01/2022	164.11	2213
				Total Department 00000 ALL DEPARTMENTS		416,722.93	
Department: 41100 Mayor and Council							
101-41100-00210	OPERATING SUPPLIES (GENERAL)	SIGNS NOW	NEW COUNCIL MEM	I-38885	12/14/2022	104.00	126348
101-41100-00302	MTG.MINUTES	TIME SAVER	MTG.MINUTES	M27816	12/14/2022	608.00	126358
101-41100-00493	VOLUNTEER PROGRAM	CANDLELIGHT FLORAL	VOLUNTEER DINNE	018914	12/14/2022	200.00	126291
101-41100-00493	VOLUNTEER PROGRAM	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	3,199.86	126308
101-41100-00499	Miscellaneous	TWIN CITIES SOUND, LLC	LIGHT UP THE LA	1010	12/14/2022	728.00	126363
101-41100-00499	Miscellaneous	WAYZATA CHAMBER OF COMM	LUTL	1022892	12/14/2022	4,100.00	126371
				Total Department 41100 Mayor and Council		8,939.86	
Department: 41500 Administration & Finance							
101-41500-00200	OFFICE SUPPLIES (GENERAL)	HENN.CNTY.ELECTIONS	ELECTION SUPPLI	2022WAY	12/14/2022	650.32	126315
101-41500-00200	Office Supplies (General)	OFFICE DEPOT	SUPPLIES	277438617001	12/14/2022	86.58	126338
101-41500-00200	SUPPLIES	OFFICE DEPOT	SUPPLIES	270999904001	11/30/2022	68.84	126184
101-41500-00301	FINANCE MGMT SERVICES	ABDO FINANCIAL SOLUTION	FINANCIAL CONSU	465012	12/14/2022	1,927.50	126275
101-41500-00301	FINANCE MGMT SERVICES	ABDO FINANCIAL SOLUTION	FINANCIAL CONSU	464846	12/14/2022	8,166.66	126275
101-41500-00304	Legal Fees	BEST & FLANAGAN	PLANNING MTGS	578127PLANNINGMTGS	12/14/2022	1,375.00	126285
101-41500-00304	Legal Fees	BEST & FLANAGAN	FD EMPLOYEE REL	578127FD	12/14/2022	495.00	126285
101-41500-00304	Legal Fees	BEST & FLANAGAN	CITY COUNCIL	578127CITYCOUNCIL	12/14/2022	2,310.00	126285
101-41500-00304	Legal Fees	BEST & FLANAGAN	ORDINANCES	578127ORDINANCES	12/14/2022	385.00	126285
101-41500-00304	Legal Fees	BEST & FLANAGAN	CITY CONTRACTS	578127CITYCONTRACTS	12/14/2022	2,145.00	126285
101-41500-00304	Legal Fees	BEST & FLANAGAN	CODE ENFORCEMEN	578127CODEENFORCEME	12/14/2022	495.00	126285
101-41500-00304	Legal Fees	BEST & FLANAGAN	EHLERT & GREENW	578127EHLERGREENWAY	12/14/2022	165.00	126285
101-41500-00304	Legal Fees	BEST & FLANAGAN	CITY BOARDS & C	578127BOARDS	12/14/2022	330.00	126285
101-41500-00304	Legal Fees	BEST & FLANAGAN	GENERAL	578127GENERAL	12/14/2022	330.00	126285
101-41500-00304	Legal Fees	BEST & FLANAGAN	DATA PRACTICES	578127DATAPRACTICES	12/14/2022	1,815.00	126285

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 11/28/2022 - 12/14/2022
POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 41500 Administration & Finance							
101-41500-00304	Legal Fees	BEST & FLANAGAN	900 SHADY LANE	578127900SHADYLANE	12/14/2022	2,537.50	126285
101-41500-00304	Legal Fees	BEST & FLANAGAN	HR ISSUES	578127HRISSUES	12/14/2022	990.00	126285
101-41500-00304	LEGAL FEES	MADDEN, GALANTER, HANSE	LABOR RELATIONS	12072022	12/14/2022	1,157.52	126322
101-41500-00306	RETIREMENT GC'S - JULIE & KIM	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	422.63	126308
101-41500-00306	WELLNESS GC	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	25.00	126308
101-41500-00306	RETIREMENT PARTY	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	312.00	126308
101-41500-00311	DATA PROCESSING	LOFFLER COMPANIES, INC.	NETWORK SUPPORT	4211052	12/14/2022	4,905.00	126320
101-41500-00331	J DAHL MTG MEALS	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	717.84	126308
101-41500-00331	ELECTION DAY DINNERS	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	61.22	126308
101-41500-00331	MILEAGE & EXPENSE ACCOUNT	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	41.48	126308
101-41500-00331	MILEAGE & EXPENSE ACCOUNT	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	43.74	126308
101-41500-00350	PRINTING & PUBLISHING	ALLEGRA PRINT & IMAGING	BEACH & COMPOST	131755	12/14/2022	585.45	126277
101-41500-00404	REPAIRS/MAINT - MACHIN/EQUIP	HENN.CNTY.ELECTIONS	ELECTION MACHIN	22MAINWAY	12/14/2022	1,011.60	126315
101-41500-00404	Repairs/Maint - Machin/Equip	MARCO	COPIER MAINT.	10600546	11/30/2022	791.43	126170
101-41500-00433	Dues, Licensing & Seminars	CRAIG RAPP, LLC	PEER GROUP RETR	CR-WAY-12.14.22.1	12/14/2022	200.00	126300
101-41500-00433	HR DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	229.00	126308
101-41500-00433	DUES, LICENSING & SEMINARS	OLD NATIONAL BANK	BANK FEES & CRE	NOV2022	11/30/2022	384.87	2227
101-41500-00433	DUES, LICENSING & SEMINARS	OLD NATIONAL BANK	BANK FEES & CRE	NOV 2022	11/30/2022	384.87	2230
101-41500-00497	CREDIT CARD FEES	AUTHNET	ON LINE PAYMENT	12022022CH	12/05/2022	15.75	2220
101-41500-00497	CREDIT CARD FEES	OLD NATIONAL BANK	BANK FEES & CRE	NOV2022	11/30/2022	2,575.45	2227
101-41500-00497	CREDIT CARD FEES	OLD NATIONAL BANK	BAD CHECKS	NOV. 2022	11/30/2022	(9.35)	2228
101-41500-00497	CREDIT CARD FEES	OLD NATIONAL BANK	BAD CHECKS NOV	11302022	11/30/2022	(9.35)	2229
101-41500-00497	CREDIT CARD FEES	OLD NATIONAL BANK	BANK FEES & CRE	NOV 2022	11/30/2022	2,575.45	2230
101-41500-00499	MISCELLANEOUS - LUTL	OTTEN BROTHERS	LUTL SUPPLIES	1-1732252	11/30/2022	32.97	126188
			Total Department 41500 Administration & Finance			40,726.97	
Department: 41550 Assessing							
101-41550-00210	SUPPLIES	SOUTHWEST ASSESSING	ASSESSING SERVI	11292022	11/30/2022	56.76	126196
101-41550-00302	MONTHLY ASSESSING	SOUTHWEST ASSESSING	ASSESSING SERVI	11292022	11/30/2022	770.00	126196
			Total Department 41550 Assessing			826.76	
Department: 41910 Community Development							
101-41910-00302	Consultants	WSB & ASSOCIATES	GENERAL PLANNIN	R-018603-000-11GENE	12/14/2022	344.00	126376
101-41910-00491	E&E COMMITTEE - APPROVED BATTERY	ACME TOOLS	BATTERY TOOLS -	10687230	12/07/2022	211.19	126215
101-41910-00491	E&E COMMITTEE - APPROVED BATTERY	GOPHER ACE TRU VALUE	E&E APPROVED BA	13903	12/14/2022	759.00	126311
101-41910-00491	E&E COMMITTEE - APPROVED BATTERY	GOPHER ACE TRU VALUE	E&E BATTERY TOO	13803	12/07/2022	968.00	126235
			Total Department 41910 Community Development			2,282.19	
Department: 41940 Building Operations & Maint.							
101-41940-00210	BLDG.SUPPLIES	SUPPLY SOLUTIONS LLC	BLDG.SUPPLIES	39573	12/14/2022	244.17	126354
101-41940-00321	TELEPHONE	AT&T - FIRSTNET	PHONES	287298458522X120320	12/14/2022	115.00	126282
101-41940-00321	SERVICE	MEDIACOM	SERVICE	11202022	11/30/2022	289.95	126173
101-41940-00321	SERVICE	MEDIACOM	SERVICE	11192022	11/30/2022	48.51	126174
101-41940-00381	SERVICE	XCEL ENERGY	SERVICE	DEC.2022	12/07/2022	21.65	126273
101-41940-00381	SERVICE	XCEL ENERGY	SERVICE	DEC.2022	12/07/2022	14.79	126273
101-41940-00381	SERVICE	XCEL ENERGY	SERVICE	12122022	12/14/2022	5,069.56	126377
101-41940-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	DEC2022	12/14/2022	2,384.33	126294
101-41940-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	DEC2022	12/14/2022	47.51	126294
101-41940-00386	CH/PW	REPUBLIC SERVICES	SOLID WASTE, RE	NOV2022	12/07/2022	792.19	126259
101-41940-00401	REPAIRS/MAINT BUILDINGS	AIRTECH	AIR HANDLER REP	44245	12/14/2022	2,610.00	126276

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 41940 Building Operations & Maint.							
101-41940-00401	Repairs/Maint Buildings	AIRTECH	BOILER MAINT	44468	12/07/2022	600.00	126217
101-41940-00499	SUPPLIES	CULLIGAN-BOTTLED WATER	BLDG.SUPPLIES	2790825	12/14/2022	150.78	126301
			Total Department 41940 Building Operations & Maint.			12,388.44	
Department: 42100 Police							
101-42100-00130	EMPLOYER PAID INS	DELTA DENTAL OF MINNESO	DENTAL INS. DEC	CNS0001110527	12/01/2022	99.22	2212
101-42100-00130	EMPLOYER PAID INS	HEALTHPARTNERS	HEALTH INS. DEC	12012022	12/01/2022	2,413.00	2214
101-42100-00210	OPERATING SUPPLIES (GENERAL)	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	171.23	126308
101-42100-00309	Contractual Services	TRANSUNION RISK AND ALT	PD SERVICE	55918512022111	12/07/2022	110.00	126264
101-42100-00404	Repairs/Maint - Machin/Equip	CHUNK'S AUTOMOTIVE SERV	PD TIRES MOUNTE	0019246	12/07/2022	122.00	126225
101-42100-00433	PD DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	190.00	126308
101-42100-00434	Training and schools	SEELAND, ANDERS	DMT TRAINING RE	11242022	12/07/2022	75.00	126260
			Total Department 42100 Police			3,180.45	
Department: 42200 Fire							
101-42200-00210	OPERATING SUPPLIES (GENERAL)	BANK OF AMERICA	FD EXPENSES	12042022	12/14/2022	705.75	126283
101-42200-00210	Operating Supplies (GENERAL)	METRO SALES INC.	FD SUPPLIES	2175620	12/14/2022	35.50	126328
101-42200-00212	MOTOR FUELS	BANK OF AMERICA	FD EXPENSES	12042022	12/14/2022	76.27	126283
101-42200-00240	SMALL TOOLS AND MINOR EQUIP	BANK OF AMERICA	FD EXPENSES	12042022	12/14/2022	192.37	126283
101-42200-00240	Small Tools and Minor Equip	BOUND TREE MEDICAL, LLC	FD SUPPLIES	84774110	12/14/2022	909.05	126287
101-42200-00306	Personnel Expense	MED COMPASS	FD MEDICAL EXAM	42350	12/14/2022	3,535.00	126326
101-42200-00323	Radio Units	AT&T - FIRSTNET	FD SERVICE	287294110445X120320	12/14/2022	267.61	126282
101-42200-00323	Radio Units	HENN.CNTY.INFO.TECH.DEP	FD SERVICE	1000196113	12/14/2022	3,043.00	126316
101-42200-00381	SERVICE	XCEL ENERGY	SERVICE	DEC.2022	12/07/2022	769.98	126273
101-42200-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	DEC2022	12/14/2022	930.64	126294
101-42200-00404	Repairs/Maint - Machin/Equip	INDOOR BOAT STORAGE, IN	FD BOAT MAINT.	64557	12/07/2022	208.23	126239
101-42200-00499	MISCELLANEOUS	BANK OF AMERICA	FD EXPENSES	12042022	12/14/2022	554.81	126283
			Total Department 42200 Fire			11,228.21	
Department: 42400 Building Inspection							
101-42400-00309	BLDG.INSPECTION SERVICES	METRO WEST INSPECTION S	INSPECTION SERV	3489	11/30/2022	1,068.75	126176
101-42400-00404	REPAIRS/MAINT - MACHIN/EQUIP	WAYZATA CHEVROLET	INSPECTION DEPT	343860	12/07/2022	53.09	126271
101-42400-00433	BLDG. DEPT.DUES, LICENSING & SEMI	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	600.00	126308
			Total Department 42400 Building Inspection			1,721.84	
Department: 42500 Emergency Management							
101-42500-00409	SIREN MAINT	EMBEDDED SYSTEMS, INC.	SIREN MAINTENAN	344470	12/14/2022	581.16	126310
			Total Department 42500 Emergency Management			581.16	
Department: 43100 Streets							
101-43100-00210	OPERATING SUPPLIES (GENERAL)	GRAINGER, INC.	PARTS	9543160882	12/14/2022	8.96	126312
101-43100-00210	OPERATING SUPPLIES (GENERAL)	MN BATTERY LLC	BATTERIES	28716	11/30/2022	249.90	126178
101-43100-00210	OPERATING SUPPLIES (GENERAL)	NAPA AUTO PARTS-LONG LA	PARTS	3270-555786	12/07/2022	8.11	126253
101-43100-00210	OPERATING SUPPLIES (GENERAL)	NAPA AUTO PARTS-LONG LA	SUPPLIES	3270-55789	12/07/2022	28.25	126253
101-43100-00210	OPERATING SUPPLIES (GENERAL)	TOLL GAS & WELDING SUPP	WELDING SUPPLIE	10489196	11/30/2022	39.55	126201
101-43100-00216	Chemicals and Chem Products	TOLL GAS & WELDING SUPP	SUPPLIES	10490855	12/14/2022	209.79	126359
101-43100-00217	UNIFORMS	SALONEK, BRIAN	UNIFORM	120122022	12/14/2022	99.98	126346
101-43100-00229	WINTER SAND	MILLER TRUCKING OF BUFF	WINTER SAND	52530	12/07/2022	1,946.50	126250
101-43100-00229	WINTER SAND	MILLER TRUCKING OF BUFF	WINTER SAND	52584	12/14/2022	657.52	126330
101-43100-00240	Small Tools and Minor Equip	TOLL GAS & WELDING SUPP	PW SUPPLIES	10490019	12/07/2022	24.00	126263
101-43100-00323	RADIO UNITS	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000196105	12/14/2022	308.88	126316

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 43100 Streets							
101-43100-00404	Repairs/Maint - Machin/Equip	CUSHMAN MOTOR COMPANY,	PARTS	206769	11/30/2022	39.84	126150
101-43100-00404	REPAIRS/MAINT - MACHIN/EQUIP	H&L MESABI	PLOW PARTS	10877-2	12/14/2022	2,924.00	126313
101-43100-00404	REPAIRS/MAINT - MACHIN/EQUIP	LITTLE FALLS MACHINE, I	PARTS	365623	11/30/2022	389.64	126165
101-43100-00404	Repairs/Maint - Machin/Equip	RDO EQUIPMENT CO.	PARTS	P2389201	12/14/2022	119.88	126345
101-43100-00404	REPAIRS/MAINT - MACHIN/EQUIP	TITAN MACHINERY	CK RE-ISSUE PO	17801877	12/07/2022	254.13	126262
101-43100-00404	REPAIRS/MAINT - MACHIN/EQUIP	WESTSIDE WHOLESALE TIRE	PW TIRES	918499	12/14/2022	640.20	126372
101-43100-00415	LIGHT UP THE LAKE TRAFFIC CONTROL	WARNING LITES	TRAFFIC CONTROL	243380	12/14/2022	1,546.00	126370
				Total Department 43100 Streets		9,495.13	
Department: 43300 Engineering							
101-43300-00210	OPERATING SUPPLIES (GENERAL)	HOME DEPOT	SUPPLIES	11282022	11/30/2022	29.91	126160
101-43300-00210	Operating Supplies (GENERAL)	ULINE	OFFICE	157120482	12/14/2022	200.00	126364
101-43300-00331	ENG. MTG MEALS	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	37.91	126308
101-43300-00331	ENG. PARKING EXP	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	6.00	126308
101-43300-00433	DUES, LICENSING & SEMINARS	METRO WATERSHED PARTNER	2023 MEMBERSHIP	12072022	12/14/2022	350.00	126329
101-43300-00499	Miscellaneous	ULINE	OFFICE	157120482	12/14/2022	203.04	126364
				Total Department 43300 Engineering		826.86	
Department: 45200 Parks							
101-45200-00210	OPERATING SUPPLIES (GENERAL)	A-1 OUTDOOR POWER, INC.	PARTS	523214	12/07/2022	31.63	126214
101-45200-00216	CHEMICALS AND CHEM PRODUCTS	TESSMAN SEED CO.	ICE MELT	S367828-IN	12/14/2022	597.50	126356
101-45200-00221	EQUIPMENT PARTS	GRAINGER, INC.	PARTS	9535595111	12/14/2022	86.00	126312
101-45200-00240	SMALL TOOLS AND MINOR EQUIP	USA BLUE BOOK	PARTS	196468	12/14/2022	65.82	126367
101-45200-00323	RADIO UNITS	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000196105	12/14/2022	296.02	126316
101-45200-00409	MAINT SERVICES & IMPROV	A-1 OUTDOOR POWER, INC.	PARTS	525933	12/14/2022	157.93	126274
101-45200-00409	CRANE INSPECTION	AERO MATERIAL HANDLING	CRANE INSPECTIO	2220531 A	12/07/2022	515.00	126216
				Total Department 45200 Parks		1,749.90	
Department: 45203 Boulevard Maint. And lighting							
101-45203-00220	LAKE STREET-DEPOT HOLIDAY LIGHTIN	CHRISTMAS DECOR	HOLIDAY LIGHTIN	12-05-2022	12/14/2022	16,297.00	126295
101-45203-00220	HOLIDAY TREES	CROW RIVER NURSERY	HOLIDAY TREES	1044	12/07/2022	518.00	126228
101-45203-00220	Repair/Maint Supply (GENERAL)	KILLMER ELECTRIC CO.,IN	UNDERGROUND FAU	W19376	12/07/2022	632.50	126242
101-45203-00220	REPAIR/MAINT SUPPLY (GENERAL)	MENARD'S	HOLIDAY LIGHTS	12012022	12/14/2022	1,298.97	126327
101-45203-00220	HOLIDAY DECORATIONS	OTTEN BROTHERS	HOLIDAY DECORAT	1-1733306	12/07/2022	29.99	126255
101-45203-00381	SERVICE	XCEL ENERGY	SERVICE	DEC.2022	12/07/2022	1,222.72	126273
101-45203-00381	ELECTRIC UTILITIES	XCEL ENERGY	SERVICE	12122022	12/14/2022	4,512.89	126377
				Total Department 45203 Boulevard Maint. And lighting		24,512.07	
Department: 49200 Miscellaneous Allocations							
101-49200-00212	FUEL	MANSFIELD OIL COMPANY	FUEL	23821126	12/14/2022	2,501.92	126324
101-49200-00212	FUEL	MANSFIELD OIL COMPANY	FUEL	23821133	12/14/2022	1,128.86	126324
101-49200-00212	FUEL	MANSFIELD OIL COMPANY	FUEL	23805403	12/07/2022	734.13	126246
101-49200-00212	FUEL	MANSFIELD OIL COMPANY	FUEL	23805487	12/07/2022	1,190.81	126246
101-49200-00212	MOTOR FUELS	NAPA AUTO PARTS-LONG LA	OIL	3270-556006	12/14/2022	28.80	126336
				Total Department 49200 Miscellaneous Allocations		5,584.52	
				Total Fund 101 GENERAL FUND		540,767.29	
Fund: 233 LAKEFRONT IMPROVE							
Department: 40000 General Department							
233-40000-00302-2013-2	CONSULTANTS	LOCKRIDGE GRINDAL NAUEN	LOBBYIST	15933	12/14/2022	3,333.33	126319

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 233 LAKEFRONT IMPROVE							
Department: 40000 General Department							
233-40000-00302-2022 6	CONSULTANTS	ONYX STRATEGIC PARTNERS	PANOWAY DOCKS	1031	12/14/2022	2,061.25	126339
233-40000-00302-2022 6	Consultants	ONYX STRATEGIC PARTNERS	PANOWAY DOCKS	1032	12/14/2022	122.50	126339
233-40000-00302-2022 6	Consultants	ONYX STRATEGIC PARTNERS	SFH	1033	12/14/2022	367.50	126339
233-40000-00302-2022 6	Consultants	ONYX STRATEGIC PARTNERS	SFH	1034	12/14/2022	570.00	126339
233-40000-00302-2022-2	SECTION FOREMAN HOUSE REHAB	CUSHING TERRELL	SFH	172943	12/14/2022	41,860.59	126302
233-40000-00302-2022-4	Consultants	CIVITAS INC.	PANOWAY	25698	12/14/2022	53,692.69	126297
233-40000-00302-2022-4	Consultants	CIVITAS INC.	PANOWAY	25754	12/14/2022	32,821.50	126297
233-40000-00302-2022-4	Consultants	CIVITAS INC.	PANOWAY	25780	12/14/2022	21,730.00	126297
233-40000-00302-2022-4	Consultants	CIVITAS INC.	PANOWAY	25835	12/14/2022	30,096.52	126297
233-40000-00302-2022-4	CONSULTANTS	ONYX STRATEGIC PARTNERS	PANOWAY BOARDWA	1029	12/14/2022	5,047.50	126339
233-40000-00302-2022-4	CONSULTANTS	ONYX STRATEGIC PARTNERS	PANOWAY BOARDWA	1030	12/14/2022	3,117.50	126339
233-40000-00303	Engineering Fees	B.N & S.F. RY. CO.	EASEMENT AND PR	11302022	11/30/2022	13,600.00	126140
233-40000-00304	Legal Fees	BEST & FLANAGAN	PANOWAY	578127PANOWAY	12/14/2022	6,490.00	126285
233-40000-00499	SHIPPING - BNSF EASEMENT AGREEMEN	UPS STORE	SHIPPING	11302022	12/07/2022	21.55	126268
			Total Department 40000 General Department			214,932.43	
			Total Fund 233 LAKEFRONT IMPROVE			214,932.43	
Fund: 235 CABLE TV							
Department: 40000 General Department							
235-40000-00302	WCTV	MILLER, FRED	WCTV	0210346	11/30/2022	1,900.00	126177
235-40000-00433	DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	119.99	126308
			Total Department 40000 General Department			2,019.99	
			Total Fund 235 CABLE TV			2,019.99	
Fund: 305 DOWNTOWN TIF DISTRICT 6							
Department: 40000 General Department							
305-40000-00304	Legal Fees	BEST & FLANAGAN	HRA	578127HRA	12/14/2022	275.00	126285
305-40000-00304	Legal Fees	DORSEY & WHITNEY LLP	305 & 309 LAKE	3836860	12/14/2022	2,943.00	126306
305-40000-00304	Legal Fees	DORSEY & WHITNEY LLP	HRA TIF FINANCI	3836859	12/14/2022	1,576.00	126306
			Total Department 40000 General Department			4,794.00	
			Total Fund 305 DOWNTOWN TIF DISTRICT 6			4,794.00	
Fund: 314 WIDSTEN TIF #3							
Department: 40000 General Department							
314-40000-00304	Legal Fees	BEST & FLANAGAN	HRA	578127HRA	12/14/2022	275.00	126285
314-40000-00304	Legal Fees	DORSEY & WHITNEY LLP	HRA TIF FINANCI	3836859	12/14/2022	1,576.00	126306
			Total Department 40000 General Department			1,851.00	
			Total Fund 314 WIDSTEN TIF #3			1,851.00	
Fund: 316 BAY CENTER TIF #5							
Department: 40000 General Department							
316-40000-00304	Legal Fees	BEST & FLANAGAN	HRA	578127HRA	12/14/2022	275.00	126285
316-40000-00304	Legal Fees	DORSEY & WHITNEY LLP	HRA TIF FINANCI	3836859	12/14/2022	1,576.00	126306
			Total Department 40000 General Department			1,851.00	
			Total Fund 316 BAY CENTER TIF #5			1,851.00	
Fund: 401 DOWNTOWN PARKING							
Department: 40000 General Department							

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 401 DOWNTOWN PARKING							
Department: 40000 General Department							
401-40000-00309	PARKING STUDY	SRF CONSULTING GROUP, I	DOWNTOWN PARKIN	14587.00-8	12/14/2022	1,973.64	126351
401-40000-00309	CONTRACTUAL SERVICES	SRF CONSULTING GROUP, I	PARKING STUDY	15894.00-4	12/14/2022	8,477.36	126351
			Total Department 40000 General Department			10,451.00	
			Total Fund 401 DOWNTOWN PARKING			10,451.00	
Fund: 404 PARK AND TRAIL CIP							
Department: 40000 General Department							
404-40000-00302	Consultants	WSB & ASSOCIATES	FERNDALE SIDEWA	R-019717-000-4	12/07/2022	816.00	126272
404-40000-00499	MISCELLANEOUS - FLAGS	AMERICAN FLAGPOLE & FLA	FLAGS	177240	12/14/2022	2,984.33	126280
404-40000-00499	LMCD MULTIPLE DOCK LICENSES	LMCD	MULTIPLE DOCK L	11-23-2022 GROVE	12/07/2022	1,651.25	126243
404-40000-00499	LMCD MULTIPLE DOCK LICENSES	LMCD	MULTIPLE DOCK L	11-23-2022 - ARLING	12/07/2022	50.00	126244
			Total Department 40000 General Department			5,501.58	
			Total Fund 404 PARK AND TRAIL CIP			5,501.58	
Fund: 408 GENERAL CIP							
Department: 40000 General Department							
408-40000-00302	Consultants	SRF CONSULTING GROUP, I	WAYZATA BLVD CO	15612.00-5	12/14/2022	4,289.49	126351
408-40000-00302-2022 5	ZONING STUDY	VAN METER WILLIAMS POLL	WAYZ.BLVD.CORRI	2203-202211	12/14/2022	1,110.00	126368
408-40000-00302-2022 5	ZONING STUDY	VAN METER WILLIAMS POLL	WAYZATA BLVD CO	2203-202204	12/07/2022	3,500.00	126270
408-40000-00302-2022 5	ZONING STUDY	VAN METER WILLIAMS POLL	WAYZ,BLVD STUDY	2203202211	12/14/2022	1,110.00	126368
408-40000-00302-2022 5	WAYZ.BLVD.CORRIDOR STUDY	VAN METER WILLIAMS POLL	WAYZ.BLVD.CORRI	202210	11/30/2022	2,104.27	126205
408-40000-00302-2022-2	CONSULTANTS	PROFESSIONAL SERVICE IN	SFH ASEBESTOS S	00841820	12/14/2022	2,250.00	126343
408-40000-00499	2022 SIDEWALK REPAIR PROJECT	TRI-K SERVICES	DIRT	9763	12/07/2022	460.00	126265
			Total Department 40000 General Department			14,823.76	
			Total Fund 408 GENERAL CIP			14,823.76	
Fund: 409 EQUIP REVOLVING							
Department: 40000 General Department							
409-40000-00540	RADIO UNITS	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000196105	12/14/2022	786.89	126316
409-40000-00540	SERVER UPGRADE	LOFFLER COMPANIES, INC.	CM MIGRATION	CW145455	12/07/2022	312.60	126245
409-40000-00540	EMILY LAPTOP & DMV WORKSTATION	LOFFLER COMPANIES, INC.	NOTEBOOK & DESK	4220240	12/14/2022	2,903.95	126320
			Total Department 40000 General Department			4,003.44	
			Total Fund 409 EQUIP REVOLVING			4,003.44	
Fund: 430 STREET CIP							
Department: 40000 General Department							
430-40000-00302	2022 STREETS PROJECT	WSB & ASSOCIATES	CENTRAL & LAKE	R-019716-000-7	12/14/2022	6,132.50	126376
430-40000-00309	2022 STREET PROJECT	BITUMINOUS ROADWAYS	2022 STREET PRO	STR-2022-02_2	12/14/2022	108,669.59	126286
430-40000-00499	2022 STREET PROJECT - MH REPAIRS	ESS BROTHERS & SONS INC	PARTS	CC10527	12/07/2022	624.00	126234
			Total Department 40000 General Department			115,426.09	
			Total Fund 430 STREET CIP			115,426.09	
Fund: 610 WATER FUND							
Department: 00000 ALL DEPARTMENTS							
610-00000-20814	SALES TAX - 7.275%	MN DEPT. OF REVENUE	SALES TAX NOV20	12092022STAX	12/09/2022	759.57	2236
610-00000-37110	W/S/STORM SALES	OLD NATIONAL BANK	BAD CHECKS	NOV. 2022	11/30/2022	92.08	2228
610-00000-37110	W/S/STORM SALES	OLD NATIONAL BANK	BAD CHECKS NOV	11302022	11/30/2022	92.08	2229

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Fund: 610 WATER FUND							
Department: 00000 ALL DEPARTMENTS							
			Total Department 00000 ALL DEPARTMENTS			943.73	
Department: 40000 General Department							
610-40000-00211	Meter supplies	UNITED SYSTEMS & SOFTWA	WATER METERS	94815	12/07/2022	1,117.12	126267
610-40000-00217	UNIFORMS	MONTAGUE, AL	CLOTHING ALLOWA	12072022	12/14/2022	59.99	126335
610-40000-00217	Uniforms	RADERMACHER, KURT	UNIFORM	11-27-2022	12/14/2022	139.96	126344
610-40000-00240	WATER DEPT SMALL TOOLS AND MINOR	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	1,000.00	126308
610-40000-00309	4TH QTR CONNECTIONS	MN DEPARTMENT OF HEALTH	4TH QTR CONNECT	1270054-4	12/14/2022	3,555.00	126332
610-40000-00313	MONTHLY LOCATES	GOPHER STATE ONE CALL	LOCATES	2110834	12/07/2022	65.47	126236
610-40000-00323	RADIO UNITS	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000196105	12/14/2022	109.39	126316
610-40000-00381	SERVICE	XCEL ENERGY	SERVICE	DEC.2022	12/07/2022	2,966.68	126273
610-40000-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	DEC2022	12/14/2022	257.43	126294
610-40000-00433	DUES, LICENSING & SEMINARS	MN RURAL WATER ASSOCATI	ANNUAL MEMBERSH	12092022	12/14/2022	200.00	126333
			Total Department 40000 General Department			9,471.04	
Department: 49100 Capital							
610-49100-00499	WTP SERVICE	MEDIACOM	WTP SERVICE	11212022	12/07/2022	1,620.00	126247
			Total Department 49100 Capital			1,620.00	
			Total Fund 610 WATER FUND			12,034.77	
Fund: 620 SEWER FUND							
Department: 40000 General Department							
620-40000-00211	Meter supplies	UNITED SYSTEMS & SOFTWA	WATER METERS	94815	12/07/2022	1,117.12	126267
620-40000-00240	SEWER SMALL TOOLS AND MINOR EQUIP	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	999.99	126308
620-40000-00313	MONTHLY LOCATES	GOPHER STATE ONE CALL	LOCATES	2110834	12/07/2022	65.48	126236
620-40000-00323	RADIO UNITS	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000196105	12/14/2022	109.39	126316
620-40000-00381	SERVICE	XCEL ENERGY	SERVICE	DEC.2022	12/07/2022	120.51	126273
620-40000-00381	SERVICE	XCEL ENERGY	SERVICE	12122022	12/14/2022	1,000.74	126377
620-40000-00386	SEWER SERVICE	METROPOLITAN COUNCIL	SEWER SERVICE	0001148999	12/07/2022	44,945.69	126248
620-40000-00404	REPAIRS/MAINT - MACHIN/EQUIP	NAPA AUTO PARTS-LONG LA	LS24 PARTS	3270-555868	12/07/2022	16.16	126253
620-40000-00405	MAINT/REPLAC - SYSTEM	GOPHER ACE TRU VALUE	PIPE REPAIR	13738	12/07/2022	55.56	126235
620-40000-00405	Maint/Replac - System	GRAINGER, INC.	PARTS	9525846573	11/30/2022	102.24	126156
620-40000-00405	Maint/Replac - System	GRAINGER, INC.	PARTS	9525846581	11/30/2022	133.95	126156
620-40000-00409	LS $13 PARTS	ELECTRIC PUMP, INC.	PARTS	0074825	12/07/2022	1,543.93	126233
620-40000-00409	MAINT SERVICES & IMPROV	NAPA AUTO PARTS-LONG LA	GENERATOR MAINT	3270-556042	12/14/2022	17.18	126336
620-40000-00433	Dues, Licensing & Seminars	MN RURAL WATER ASSOCATI	ANNUAL MEMBERSH	12092022	12/14/2022	200.00	126333
			Total Department 40000 General Department			50,427.94	
			Total Fund 620 SEWER FUND			50,427.94	
Fund: 630 MOTOR VEHICLE							
Department: 00000 ALL DEPARTMENTS							
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	11282022	11/30/2022	200,102.27	2218
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	11232022	11/28/2022	345,208.38	2211
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	11302022	12/05/2022	102,412.53	2223
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	11292022	11/30/2022	205,321.26	2219
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	12012022	12/05/2022	225,662.90	2224
630-00000-20300	Deposits Payable	STATE OF MINNESOTA	STATE DMV EFT	12022022	12/08/2022	138,628.86	2231
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	12052022	12/08/2022	402,726.75	2232
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT 1	12082022	12/09/2022	47,858.52	2245
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	12062022	12/08/2022	133,337.75	2233

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 630 MOTOR VEHICLE							
Department: 00000 ALL DEPARTMENTS							
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	12072022	12/08/2022	269,007.88	2234
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	12022022	12/05/2022	1,709.19	2222
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	12092022	12/09/2022	1,528.60	2238
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	12082022	12/09/2022	7.50	2237
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	11262022	11/28/2022	1,430.73	2203
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	11252022	11/28/2022	42.00	2204
630-00000-37190	OTHER CHARGE/REVENUE	MN DEPT. OF REVENUE	SALES TAX NOV20	12092022STAX	12/09/2022	309.13	2236
				Total Department 00000 ALL DEPARTMENTS		2,075,294.25	
Department: 40000 General Department							
630-40000-00200	Office Supplies (GENERAL)	OFFICE DEPOT	MV SUPPLIES	277288940001	12/14/2022	166.16	126338
630-40000-00331	MV MTG. MEALS	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	136.74	126308
630-40000-00331	MV MILEAGE & EXPENSE ACCOUNT	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	67.04	126308
630-40000-00433	DUES, LICENSING & SEMINARS	BCA	MV EMPLOYEE SEC	12062022	12/07/2022	33.25	126220
630-40000-00433	MV DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	29.95	126308
630-40000-00433	DUES, LICENSING & SEMINARS	OLD NATIONAL BANK	BANK FEES & CRE	NOV2022	11/30/2022	240.12	2227
630-40000-00433	DUES, LICENSING & SEMINARS	OLD NATIONAL BANK	BAD CHECKS	NOV. 2022	11/30/2022	(1.90)	2228
630-40000-00433	DUES, LICENSING & SEMINARS	OLD NATIONAL BANK	BANK FEES & CRE	NOV 2022	11/30/2022	240.12	2230
630-40000-00498	PAYMENT ON BAD CKS	OLD NATIONAL BANK	BAD CHECKS	NOV. 2022	11/30/2022	5.50	2228
630-40000-00498	PAYMENT ON BAD CKS	OLD NATIONAL BANK	BAD CHECKS NOV	11302022	11/30/2022	(1.90)	2229
630-40000-00498	PAYMENT ON BAD CKS	OLD NATIONAL BANK	BAD CHECKS NOV	11302022	11/30/2022	5.50	2229
				Total Department 40000 General Department		920.58	
				Total Fund 630 MOTOR VEHICLE		2,076,214.83	
Fund: 640 LIQUOR							
Department: 00000 ALL DEPARTMENTS							
640-00000-10150	ATM	CASH - OLD NATIONAL	ATM FILL 11/30/	11302022	11/30/2022	9,000.00	126147
640-00000-10150	ATM	CASH - OLD NATIONAL	ATM FILL	12132022	12/14/2022	9,000.00	126293
640-00000-20814	SALES TAX - 7.275%	MN DEPT. OF REVENUE	SALES TAX NOV20	12092022STAX	12/09/2022	723.46	2236
640-00000-20815	SALES TAX - 9.775%	MN DEPT. OF REVENUE	SALES TAX NOV20	12092022STAX	12/09/2022	26,986.04	2236
640-00000-20816	SALES TAX BAR - 7.275%	MN DEPT. OF REVENUE	SALES TAX NOV20	12092022STAX	12/09/2022	12,668.79	2236
640-00000-20817	SALES TAX BAR - 9.775%	MN DEPT. OF REVENUE	SALES TAX NOV20	12092022STAX	12/09/2022	10,689.25	2236
				Total Department 00000 ALL DEPARTMENTS		69,067.54	
Department: 47000 Off-Sale							
640-47000-00200	OFFICE SUPPLIES (GENERAL)	OLD NATIONAL BANK	BANK FEES & CRE	NOV2022	11/30/2022	76.33	2227
640-47000-00200	OFFICE SUPPLIES (GENERAL)	OLD NATIONAL BANK	BANK FEES & CRE	NOV 2022	11/30/2022	76.33	2230
640-47000-00210	OPERATING SUPPLIES (GENERAL)	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0106035400	11/30/2022	206.00	126141
640-47000-00210	OPERATING SUPPLIES (GENERAL)	LOFFLER COMPANIES, INC.	COPIER MAINT.	4198133	11/30/2022	191.50	126166
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097473900	11/30/2022	975.00	126141
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097453600	11/30/2022	(219.65)	126141
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097479800	11/30/2022	(193.30)	126141
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097357100	11/30/2022	8,517.20	126141
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097501200	12/14/2022	556.00	126284
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097584800	12/14/2022	(125.65)	126284
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097534000	12/14/2022	3,341.00	126284
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346636876	11/30/2022	38.78	126145
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346636875	11/30/2022	855.00	126145
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346542792	11/30/2022	639.00	126145
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346725975	12/14/2022	53.90	126290

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346725971	12/14/2022	6,642.92	126290
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346725972	12/14/2022	855.00	126290
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346542843	11/30/2022	136.66	126145
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346542842	11/30/2022	1,565.72	126145
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2189316	12/14/2022	632.00	126317
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2191843	12/14/2022	2,337.28	126317
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2182524	11/30/2022	3,011.75	126162
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2185104	11/30/2022	733.50	126162
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2180217	11/30/2022	375.50	126162
640-47000-00251	LIQUOR FOR RESALE	MAVERICK WINE CO.	LIQUOR & WINE	882020	12/14/2022	296.04	126325
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6496431	11/30/2022	224.95	126191
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6503655	12/14/2022	730.10	126342
640-47000-00251	LIQUOR	SMALL LOT MN	WINE	MN59615	12/14/2022	692.28	126349
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2285406	11/30/2022	674.98	126195
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2272350	11/30/2022	122.94	126195
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2274565	11/30/2022	248.56	126195
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	9458150	11/30/2022	(43.75)	126195
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	5091806	12/14/2022	1,427.33	126350
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	5091807	12/14/2022	80.00	126350
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	9458112	11/30/2022	(280.00)	126195
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2282903	11/30/2022	189.00	126195
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2282899	11/30/2022	366.00	126195
640-47000-00251	LIQUOR	VINOCOPIA	WINE	0318442	12/14/2022	134.25	126369
640-47000-00251	LIQUOR FOR RESALE	WINE COMPANY	WINE	220527	11/30/2022	80.00	126209
640-47000-00252	WINE	BOURGET IMPORTS	WINE	192052	11/30/2022	312.00	126143
640-47000-00252	WINE	BOURGET IMPORTS	WINE	192186	12/14/2022	452.00	126288
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346636877	11/30/2022	1,272.00	126145
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346725974	12/14/2022	352.00	126290
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346725973	12/14/2022	2,408.00	126290
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346542841	11/30/2022	176.00	126145
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346542840	11/30/2022	176.00	126145
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346542839	11/30/2022	6,619.05	126145
640-47000-00252	WINE	DOMACE VINO	WINE	25570	12/14/2022	1,278.00	126305
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2189317	12/14/2022	943.55	126317
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2191844	12/14/2022	1,271.92	126317
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2182525	11/30/2022	427.00	126162
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2180218	11/30/2022	1,656.00	126162
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2185105	11/30/2022	4,728.15	126162
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2183737	11/30/2022	436.68	126162
640-47000-00252	WINE RESALE	LIBATION PROJECT	WINE	51985	11/30/2022	511.92	126163
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	882020	12/14/2022	176.04	126325
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	874797	11/30/2022	776.04	126172
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	196414	11/30/2022	400.00	126183
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	195923	11/30/2022	1,252.00	126183
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	196114	11/30/2022	732.00	126183
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	196764	12/14/2022	608.00	126337
640-47000-00252	WINE	ORIGIN WINE & SPIRITS	WINE	0019435	11/30/2022	224.00	126187
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	186025	12/14/2022	476.50	126340
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	184572	11/30/2022	5,982.50	126189

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6488967	12/07/2022	2,926.00	126257
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6500293	11/30/2022	232.00	126191
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6496432	11/30/2022	1,731.00	126191
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6503656	12/14/2022	1,410.00	126342
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6505900	12/14/2022	160.00	126342
640-47000-00252	WINE RESALE	ROOTSTOCK WINE COMPANY	WINE	R22-59716	11/30/2022	285.93	126192
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2285392	11/30/2022	384.00	126195
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	5091807	12/14/2022	62.00	126350
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	5091808	12/14/2022	2,481.70	126350
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2282901	11/30/2022	1,162.00	126195
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2282902	11/30/2022	52.00	126195
640-47000-00252	WINE RESALE	TRADITION WINE & SPIRIT	WINE	34155	11/30/2022	392.00	126202
640-47000-00252	WINE	VINOCOPIA	WINE	0317524	11/30/2022	272.00	126207
640-47000-00252	WINE	VINOCOPIA	WINE	0318040	11/30/2022	360.00	126207
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	220802	11/30/2022	360.00	126209
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	220527	11/30/2022	2,580.00	126209
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	221621	12/14/2022	928.00	126373
640-47000-00252	WINE	WINE MERCHANT	WINE	7404735	11/30/2022	1,296.00	126210
640-47000-00252	WINE	WINE MERCHANT	WINE	7405245	11/30/2022	1,104.00	126210
640-47000-00252	WINE	WINE MERCHANT	WINE	7404228	11/30/2022	16,246.10	126210
640-47000-00252	WINE	WINE MERCHANT	WINE	7406009	12/14/2022	2,190.00	126374
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00122672	12/14/2022	390.92	126375
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00119782	11/30/2022	(94.89)	126211
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00122082	11/30/2022	490.20	126211
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00117478	11/30/2022	(23.16)	126211
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00118303	11/30/2022	(46.32)	126211
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3574828	12/14/2022	559.45	126281
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3572655	11/30/2022	1,269.05	126138
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346595830	11/30/2022	80.00	126144
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346595764	11/30/2022	304.00	126144
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346595829	11/30/2022	575.40	126144
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346595828	11/30/2022	6,049.70	126144
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346790811	12/14/2022	261.95	126289
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346790812	12/14/2022	33.60	126289
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346790810	12/14/2022	5,369.95	126289
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2762432	11/30/2022	2,791.65	126146
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	17860507	11/30/2022	(29.05)	126146
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	17860516	11/30/2022	(22.30)	126146
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2765442	11/30/2022	3,575.80	126146
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2769800	12/14/2022	2,681.15	126292
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1791081	12/14/2022	(130.80)	126303
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1791055	12/14/2022	855.75	126303
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1781868	11/30/2022	1,996.05	126151
640-47000-00253	BEER	ELM CREEK BREWING CO.	BEER	3643	12/14/2022	150.00	126309
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	560519	11/30/2022	422.40	126159
640-47000-00253	BEER	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2189316	12/14/2022	495.00	126317
640-47000-00253	BEER	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2191843	12/14/2022	169.50	126317
640-47000-00253	BEER	LUCE LINE BREWING CO.	BEER	1099	11/30/2022	130.00	126167
640-47000-00253	BEER	LUPULIN BREWING	BEER	CN 10716	11/30/2022	(18.46)	126168

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00253	Beer For Resale	LUPULIN BREWING	BEER	CN 10717	11/30/2022	(217.08)	126168
640-47000-00253	BEER	LUPULIN BREWING	BEER	49199	11/30/2022	327.00	126168
640-47000-00253	BEER	MODIST BREWING CO. LLC	BEER	37099	12/14/2022	175.00	126334
640-47000-00253	BEER	MODIST BREWING CO. LLC	BEER	36815	12/14/2022	485.00	126334
640-47000-00253	BEER	MODIST BREWING CO. LLC	BEER	36525	11/30/2022	116.00	126180
640-47000-00253	BEER	STEEL TOE BREWING	BEER	48011	11/30/2022	175.00	126199
640-47000-00253	BEER	UNMAPPED BREWING COMPAN	BEER	2182	12/14/2022	265.05	126365
640-47000-00253	BEER	WOODEN HILL BREWING COM	BEER	3898	11/30/2022	209.40	126212
640-47000-00254	MISC.BEV	AM CRAFT SPIRITS INC	MISC.MDSE	15841	12/14/2022	81.00	126278
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0106035400	11/30/2022	84.45	126141
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0106102100	12/14/2022	84.00	126284
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0106092800	12/14/2022	126.00	126284
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346725976	12/14/2022	64.26	126290
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	CAPITOL BEVERAGE SALES	BEER	2762432	11/30/2022	348.46	126146
640-47000-00254	MISC. BEV	CAPITOL BEVERAGE SALES	BEER	2765442-1	12/07/2022	101.72	126224
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	CAPITOL BEVERAGE SALES	BEER	2769800	12/14/2022	50.98	126292
640-47000-00254	Soft Drinks/Mix For Resale	FLAHERTY'S HAPPY TYME C	MIX	37884	11/30/2022	156.00	126153
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6503656	12/14/2022	100.00	126342
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6505900	12/14/2022	80.00	126342
640-47000-00254	ICE	SHAMROCK GROUP	ICE	2833009	11/30/2022	56.90	126193
640-47000-00254	ICE	SHAMROCK GROUP	ICE	2838602	12/14/2022	99.00	126347
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	SIDESHOW BLOODY MARY MI	MIX	2047	11/30/2022	121.68	126194
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	SOUTHERN GLAZER`S	LIQUOR & WINE	2282900	11/30/2022	220.00	126195
640-47000-00254	MISC.BEV	SUMMER LAKES BEVERAGE L	MIX	4879	12/14/2022	441.00	126352
640-47000-00254	MISC MDSE	TRUE BRANDS	MISC.MDSE & SUP	1133811	12/14/2022	282.58	126362
640-47000-00256	CIGARETTES	M.AMUNDSON LLP	CIGARETTES & CI	352237	11/30/2022	1,892.46	126169
640-47000-00256	CIGARETTES	M.AMUNDSON LLP	CIGARETTES & CI	352953	12/14/2022	1,378.78	126321
640-47000-00259	FREIGHT	AM CRAFT SPIRITS INC	MISC.MDSE	15841	12/14/2022	4.75	126278
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0106035400	11/30/2022	7.36	126141
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097357100	11/30/2022	80.85	126141
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097501200	12/14/2022	3.30	126284
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097534000	12/14/2022	36.30	126284
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0106092800	12/14/2022	3.14	126284
640-47000-00259	FREIGHT	BOURGET IMPORTS	WINE	192052	11/30/2022	6.00	126143
640-47000-00259	FREIGHT	BOURGET IMPORTS	WINE	192186	12/14/2022	8.00	126288
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346636876	11/30/2022	0.24	126145
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346636875	11/30/2022	1.45	126145
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346636877	11/30/2022	8.70	126145
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346542792	11/30/2022	4.35	126145
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346725975	12/14/2022	1.45	126290
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346725971	12/14/2022	55.10	126290
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346725976	12/14/2022	1.45	126290
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346725974	12/14/2022	1.45	126290
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346725972	12/14/2022	1.45	126290
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346725973	12/14/2022	16.19	126290
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346542843	11/30/2022	0.96	126145
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346542842	11/30/2022	8.70	126145
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346542841	11/30/2022	2.90	126145
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346542840	11/30/2022	1.45	126145

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346542839	11/30/2022	52.32	126145
640-47000-00259	FREIGHT	DOMACE VINO	WINE	25570	12/14/2022	21.00	126305
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2189316	12/14/2022	19.60	126317
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2189317	12/14/2022	14.35	126317
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2191843	12/14/2022	22.77	126317
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2191844	12/14/2022	14.04	126317
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2182524	11/30/2022	21.60	126162
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2182525	11/30/2022	4.20	126162
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2180218	11/30/2022	22.41	126162
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2185105	11/30/2022	51.80	126162
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2185104	11/30/2022	5.60	126162
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2180217	11/30/2022	4.20	126162
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2183737	11/30/2022	4.20	126162
640-47000-00259	FREIGHT	LIBATION PROJECT	WINE	51985	11/30/2022	8.00	126163
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	882020	12/14/2022	3.00	126325
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	874797	11/30/2022	6.00	126172
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	196414	11/30/2022	5.00	126183
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	195923	11/30/2022	17.50	126183
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	196114	11/30/2022	7.50	126183
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	196764	12/14/2022	10.00	126337
640-47000-00259	FREIGHT	ORIGIN WINE & SPIRITS	WINE	0019435	11/30/2022	1.40	126187
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	186025	12/14/2022	12.50	126340
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	184572	11/30/2022	72.00	126189
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6488967	12/07/2022	24.50	126257
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6500293	11/30/2022	2.80	126191
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6496432	11/30/2022	18.27	126191
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6496431	11/30/2022	4.20	126191
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6503656	12/14/2022	11.20	126342
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6503655	12/14/2022	7.01	126342
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6505900	12/14/2022	2.80	126342
640-47000-00259	FREIGHT	ROOTSTOCK WINE COMPANY	WINE	R22-59716	11/30/2022	1.50	126192
640-47000-00259	FREIGHT	SMALL LOT MN	WINE	MN59615	12/14/2022	5.00	126349
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2285392	11/30/2022	1.28	126195
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2285406	11/30/2022	2.56	126195
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	5091806	12/14/2022	11.73	126350
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	5091807	12/14/2022	2.56	126350
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	5091808	12/14/2022	26.88	126350
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	5090540	12/14/2022	0.96	126350
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2282901	11/30/2022	10.24	126195
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2282902	11/30/2022	1.28	126195
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2282900	11/30/2022	12.80	126195
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2282903	11/30/2022	1.28	126195
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2282899	11/30/2022	2.98	126195
640-47000-00259	FREIGHT	TRADITION WINE & SPIRIT	WINE	34155	11/30/2022	8.00	126202
640-47000-00259	FREIGHT	VINOCOPIA	WINE	0317524	11/30/2022	5.00	126207
640-47000-00259	FREIGHT	VINOCOPIA	WINE	0318040	11/30/2022	7.50	126207
640-47000-00259	FREIGHT	VINOCOPIA	WINE	0318442	12/14/2022	2.50	126369
640-47000-00259	FREIGHT	WINE COMPANY	WINE	220802	11/30/2022	10.00	126209
640-47000-00259	FREIGHT	WINE COMPANY	WINE	220527	11/30/2022	44.70	126209

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00259	FREIGHT	WINE COMPANY	WINE	221621	12/14/2022	23.10	126373
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7404735	11/30/2022	2.80	126210
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7405245	11/30/2022	12.60	126210
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7404228	11/30/2022	144.20	126210
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7406009	12/14/2022	13.99	126374
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00122672	12/14/2022	6.75	126375
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00122082	11/30/2022	9.00	126211
640-47000-00381	SERVICE	XCEL ENERGY	SERVICE	DEC.2022	12/07/2022	1,370.48	126273
640-47000-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	DEC2022	12/14/2022	326.30	126294
640-47000-00384	STORE	REPUBLIC SERVICES	SOLID WASTE, RE	NOV2022	12/07/2022	150.00	126259
640-47000-00401	REPAIRS/MAINT BUILDINGS	CONVERGINT TECHNOLOGIES	MUNI SECURITY R	00034304	12/14/2022	947.09	126298
640-47000-00409	MAINT SERVICES & IMPROV	ASSOCIATED MECHANICAL	MUNI MAINT	31264	11/30/2022	573.99	126139
640-47000-00409	BLDG.MAINT.	MINNEHAHA BLDG.MAINT.IN	WINDOWS CLEANED	180219528	12/14/2022	54.84	126331
640-47000-00497	CREDIT CARD FEES	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	150.60	126308
640-47000-00497	CREDIT CARD FEES	OLD NATIONAL BANK	BANK FEES & CRE	NOV2022	11/30/2022	5,811.29	2227
640-47000-00497	CREDIT CARD FEES	OLD NATIONAL BANK	BANK FEES & CRE	NOV 2022	11/30/2022	5,811.29	2230
				Total Department 47000 Off-Sale		158,368.09	
Department: 48000 On-Sale							
640-48000-00200	OFFICE SUPPLIES (GENERAL)	OFFICE DEPOT	SUPPLIES	270999904001	11/30/2022	117.90	126184
640-48000-00210	OPERATING SUPPLIES (GENERAL)	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	177.08	126308
640-48000-00210	OPERATING SUPPLIES (GENERAL)	LOFFLER COMPANIES, INC.	COPIER MAINT.	4198133	11/30/2022	191.50	126166
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	391565	11/30/2022	167.63	126190
640-48000-00210	OPERATING SUPPLIES (GENERAL)	SUNBURST CHEMICALS, INC	SUPPLIES	0518093	12/14/2022	170.62	126353
640-48000-00210	OPERATING SUPPLIES (GENERAL)	SUNBURST CHEMICALS, INC	SUPPLIES	0517880	12/14/2022	136.45	126353
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	40165217	12/14/2022	98.10	126359
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	10488705	12/14/2022	106.32	126359
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	10489219	12/14/2022	143.71	126359
640-48000-00210	BAR SUPPLIES	TRIMARK	SUPPLIES	2948033	12/14/2022	337.23	126360
640-48000-00210	BAR SUPPLIES	TRIMARK	SUPPLIES	2943279	11/30/2022	76.25	126203
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	807498	12/14/2022	170.45	126361
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	804929	12/07/2022	294.40	126266
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	805953	12/07/2022	225.40	126266
640-48000-00251	LIQUOR	BREAKTHRU BEVERAGE	BEER	346790791	12/14/2022	174.00	126289
640-48000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346636827	12/07/2022	717.58	126223
640-48000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346835033	12/14/2022	649.15	126290
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	399728	12/07/2022	122.39	126256
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	393659	12/07/2022	39.02	126256
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	398492	12/07/2022	10.22	126256
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	405974	12/14/2022	189.42	126341
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	402639	12/14/2022	60.83	126341
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	391565	11/30/2022	68.71	126190
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	408037	12/14/2022	29.91	126341
640-48000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6505810	12/14/2022	1,032.18	126342
640-48000-00251	LIQUOR	TRIO SUPPLY COMPANY	KITCHEN & BAR S	805953	12/07/2022	126.48	126266
640-48000-00251	LIQUOR	US FOODS	FOOD	3042302	12/07/2022	98.27	126269
640-48000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346725932	12/07/2022	262.15	126223
640-48000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346636827	12/07/2022	192.08	126223
640-48000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346835033	12/14/2022	108.00	126290
640-48000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3574772	12/14/2022	215.00	126281

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 48000 On-Sale							
640-48000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3572588	12/07/2022	149.00	126219
640-48000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346684309	12/07/2022	639.00	126222
640-48000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346685458	12/07/2022	145.00	126222
640-48000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346804960	12/14/2022	590.00	126289
640-48000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346790790	12/14/2022	533.00	126289
640-48000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2767003	12/07/2022	744.00	126224
640-48000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2765237	12/07/2022	729.00	126224
640-48000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2772626	12/14/2022	472.00	126292
640-48000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1794459	12/14/2022	707.00	126303
640-48000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1784138	12/07/2022	702.00	126229
640-48000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1789442	12/07/2022	174.00	126229
640-48000-00253	BEER	MODIST BREWING CO. LLC	BEER	36778	12/07/2022	175.00	126252
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	393659	12/07/2022	253.74	126256
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	398492	12/07/2022	253.18	126256
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	405974	12/14/2022	154.42	126341
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	402639	12/14/2022	152.51	126341
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	408037	12/14/2022	101.33	126341
640-48000-00381	SERVICE	XCEL ENERGY	SERVICE	DEC.2022	12/07/2022	3,197.78	126273
640-48000-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	DEC2022	12/14/2022	1,305.21	126294
640-48000-00384	BAR	REPUBLIC SERVICES	SOLID WASTE, RE	NOV2022	12/07/2022	1,088.71	126259
640-48000-00401	REPAIRS/MAINT BUILDINGS	CONVERGINT TECHNOLOGIES	MUNI SECURITY R	00034304	12/14/2022	947.08	126298
640-48000-00401	REPAIRS/MAINT BUILDINGS	DETAILED SERVICES	BAR CARPETS CLE	16684	12/07/2022	345.78	126230
640-48000-00404	REPAIRS/MAINT - MACHIN/EQUIP	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	303.57	126308
640-48000-00404	REPAIRS/MAINT - MACHIN/EQUIP	HARNELL REFRIGERATION	OVEN FAN REPAIR	2566	12/14/2022	198.75	126314
640-48000-00404	REPAIRS/MAINT - MACHIN/EQUIP	THE SATELLITE STORE	TV RECEIVERS	15500	12/14/2022	149.99	126357
640-48000-00409	MAINT SERVICES & IMPROV	ASSOCIATED MECHANICAL	MUNI MAINT	31264	11/30/2022	573.99	126139
640-48000-00409	MAINT SERVICES & IMPROV	MIDWEST GREASE	GREASE TRAP SER	PI.322840	12/07/2022	200.00	126249
640-48000-00409	BLDG.MAINT.	MINNEHAHA BLDG.MAINT.IN	WINDOWS CLEANED	180218228	12/07/2022	54.84	126251
640-48000-00409	BLDG.MAINT.	MINNEHAHA BLDG.MAINT.IN	WINDOWS CLEANED	180218227	12/07/2022	80.64	126251
640-48000-00409	SERVICE	PLUNKETT'S PEST CONTROL	MUNI SERVICE	7828753	12/07/2022	88.30	126258
640-48000-00409	BEER LINE SERVICE	T.D. ANDERSON INC.	BEER LINES CLEA	116160	12/14/2022	135.00	126355
640-48000-00415	SERVICE	DIRECTV	SERVICE	050852385X221123	12/07/2022	325.96	126231
640-48000-00497	CREDIT CARD FEES	AUTHNET	ON LINE PAYMENT	12022022BAR	12/05/2022	28.40	2221
640-48000-00497	CREDIT CARD FEES	ELAN-CARDMEMBER SERVICE	MISC CITY EXPEN	12012022	12/14/2022	202.72	126308
640-48000-00497	CREDIT CARD FEES	OLD NATIONAL BANK	BANK FEES & CRE	NOV2022	11/30/2022	9,007.84	2227
640-48000-00497	CREDIT CARD FEES	OLD NATIONAL BANK	BANK FEES & CRE	NOV 2022	11/30/2022	9,007.84	2230
640-48000-00499	MISCELLANEOUS - TAX BALANCE OWED	MN DEPT. OF REVENUE	SALES TAX NOV20	12092022STAX	12/09/2022	(1.07)	2236
				Total Department 48000 On-Sale		40,423.94	
Department: 48500 Kitchen							
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIE	4137892128	12/07/2022	246.39	126226
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIE	4138638489	12/07/2022	246.39	126226
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIE	4139307589	12/14/2022	288.16	126296
640-48500-00210	KITCHEN SUPPLIES	DELTA FOREMOST CHEMICAL	KITCHEN SUPPLIE	196182	12/14/2022	717.45	126304
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	399728	12/07/2022	298.77	126256
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	393659	12/07/2022	42.35	126256
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	398492	12/07/2022	269.04	126256
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	405974	12/14/2022	137.90	126341
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	402639	12/14/2022	78.47	126341
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	391565	11/30/2022	156.84	126190

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 48500 Kitchen							
640-48500-00210	KITCHEN SUPPLIES	SUNBURST CHEMICALS, INC	SUPPLIES	0518093	12/14/2022	903.17	126353
640-48500-00210	KITCHEN SUPPLIES	SUNBURST CHEMICALS, INC	SUPPLIES	0517880	12/14/2022	102.00	126353
640-48500-00210	KITCHEN SUPPLIES	TRIMARK	SUPPLIES	2943279	11/30/2022	154.59	126203
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	807498	12/14/2022	828.39	126361
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	806568	12/14/2022	112.10	126361
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	804929	12/07/2022	751.59	126266
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	805953	12/07/2022	817.43	126266
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIE	4137892128	12/07/2022	41.44	126226
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIE	4138638489	12/07/2022	41.44	126226
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIE	4139307589	12/14/2022	50.33	126296
640-48500-00255	FOOD	AMERICAN FISH & SEAFOOD	FOOD	193657	12/14/2022	609.60	126279
640-48500-00255	FOOD	AMERICAN FISH & SEAFOOD	FOOD	192954	12/07/2022	532.30	126218
640-48500-00255	FOOD	AMERICAN FISH & SEAFOOD	FOOD	192496	12/07/2022	532.30	126218
640-48500-00255	FOODIngredients For Resale	BILL'S IMPORTED FOODS	FOOD	136936	12/07/2022	408.05	126221
640-48500-00255	FOOD	KARLSBURGER FOODS, INC.	FOOD	009012674	12/07/2022	377.00	126241
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	441786	12/14/2022	249.00	126323
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	442250	12/14/2022	168.73	126323
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	442043	12/14/2022	239.74	126323
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	441504	12/14/2022	218.85	126323
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	399728	12/07/2022	3,682.84	126256
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	393659	12/07/2022	5,963.96	126256
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	393116	12/07/2022	68.80	126256
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	398592	12/07/2022	73.09	126256
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	398574	12/07/2022	20.01	126256
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	398492	12/07/2022	4,949.01	126256
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	405974	12/14/2022	4,701.31	126341
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	402639	12/14/2022	3,690.67	126341
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	391565	11/30/2022	4,177.29	126190
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	389961	11/30/2022	72.70	126190
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	407529	12/14/2022	41.96	126341
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	407581	12/14/2022	58.10	126341
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	406446	12/14/2022	16.08	126341
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	408037	12/14/2022	4,606.96	126341
640-48500-00255	FOOD	US FOODS	FOOD	3210207	12/14/2022	1,061.84	126366
640-48500-00255	FOOD	US FOODS	FOOD	3042302	12/07/2022	1,484.43	126269
640-48500-00255	FOOD	US FOODS	FOOD	5779391	11/30/2022	877.21	126204
640-48500-00404	REPAIRS/MAINT - MACHIN/EQUIP	HARNELL REFRIGERATION	OVEN REPAIR	3566	12/07/2022	198.75	126237
640-48500-00415	KNIFE EXCHANGE	COZZINI BROS., INC.	KNIFE EXCHANGE	C12178717	12/14/2022	54.30	126299
640-48500-00415	KNIFE EXCHANGE	COZZINI BROS., INC.	KNIFE EXCHANGE	C12091943	11/30/2022	144.08	126149
640-48500-00540	EQUIPMENT	NCR	KITCHEN PRINTER	001600	12/07/2022	568.32	126254
					Total Department 48500 Kitchen	46,131.52	
					Total Fund 640 LIQUOR	313,991.09	
Fund: 650 SOLID WASTE							
Department: 00000 ALL DEPARTMENTS							
650-00000-20818	COUNTY REFUSE TAX	HENNEPIN COUNTY PUBLIC	SOLID WASTE TAX	NOV.2022	12/07/2022	2,915.33	126238
650-00000-20818	GARBAGE TAX - CNTY 15.5%	MN DEPT. OF REVENUE	SALES TAX NOV20	12092022STAX	12/09/2022	1,835.75	2236
					Total Department 00000 ALL DEPARTMENTS	4,751.08	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 650 SOLID WASTE							
Department: 47500 Garbage							
650-47500-00384	LABOR	REPUBLIC SERVICES	SOLID WASTE, RE	NOV2022	12/07/2022	13,662.57	126259
650-47500-00384	STICKERS	REPUBLIC SERVICES	SOLID WASTE, RE	NOV2022	12/07/2022	14.30	126259
650-47500-00386	DISPOSAL	REPUBLIC SERVICES	SOLID WASTE, RE	NOV2022	12/07/2022	5,619.24	126259
				Total Department 47500 Garbage		19,296.11	
Department: 47600 Recycling							
650-47600-00309	RECYCLING	REPUBLIC SERVICES	SOLID WASTE, RE	NOV2022	12/07/2022	4,108.00	126259
				Total Department 47600 Recycling		4,108.00	
Department: 47800 Organics							
650-47800-00350	PRINTING & PUBLISHING	ALLEGRA PRINT & IMAGING	BEACH & COMPOST	131755	12/14/2022	585.44	126277
650-47800-00384	ORGANICS	REPUBLIC SERVICES	SOLID WASTE, RE	NOV2022	12/07/2022	6,851.00	126259
650-47800-00386	ORGANICS DISPOSAL	REPUBLIC SERVICES	SOLID WASTE, RE	NOV2022	12/07/2022	82.12	126259
				Total Department 47800 Organics		7,518.56	
				Total Fund 650 SOLID WASTE		35,673.75	
Fund: 670 STORMWATER							
Department: 49100 Capital							
670-49100-00499	MPCA PERMIT UPDATE	ECM PUBLISHERS, INC.	ORDINANCE PUBLI	921889	12/07/2022	57.60	126232
				Total Department 49100 Capital		57.60	
				Total Fund 670 STORMWATER		57.60	
Fund: 802 ESCROW PROJECTS							
Department: 00000 ALL DEPARTMENTS							
802-00000-20379	201 LAKE ST - ZITZLOFF	BEST & FLANAGAN	201 LAKE	578127201LAKE	12/14/2022	880.00	126285
802-00000-20379	201 LAKE - ZITZLOFF	WSB & ASSOCIATES	201 LAKE	R-018603-000-11201L	12/14/2022	6,576.00	126376
802-00000-20876	200 LAKE - TCF LAKE WEST DEV.	BEST & FLANAGAN	200 LAKE	578127200LAKE	12/14/2022	1,540.00	126285
802-00000-20876	200 LAKE - TCF LAKE WEST DEV.	WSB & ASSOCIATES	200 LAKE	R-018603-000-11200L	12/14/2022	1,720.00	126376
802-00000-20881	176 CIRCLE A DRIVE PARTIAL TREE E	LILLESTOL, DANIEL	TREE REPLACEMEN	11282022	11/30/2022	2,560.00	126164
802-00000-20905	900 WAYZATA BLVD. - WELLS FARG	BEST & FLANAGAN	900 WAYZATA BLV	578127900WAYZATA	12/14/2022	2,120.00	126285
802-00000-20912	565 FERNDALE RD W - DRAYCOTT	WSB & ASSOCIATES	565 FERNDALE	R-018603-000-11565F	12/14/2022	215.00	126376
802-00000-20914	247 CENTRAL - ADAMS	ECM PUBLISHERS, INC.	247 CENTRAL LEG	921890	12/14/2022	76.80	126307
802-00000-20916	507 RICE - NASH	ECM PUBLISHERS, INC.	507 RICE LEGAL	921891	12/14/2022	76.80	126307
				Total Department 00000 ALL DEPARTMENTS		15,764.60	
				Total Fund 802 ESCROW PROJECTS		15,764.60	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
--- TOTALS BY FUND ---							
		101	GENERAL FUND			540,767.29	
		233	LAKEFRONT IMPROVE			214,932.43	
		235	CABLE TV			2,019.99	
		305	DOWNTOWN TIF DISTRICT 6			4,794.00	
		314	WIDSTEN TIF #3			1,851.00	
		316	BAY CENTER TIF #5			1,851.00	
		401	DOWNTOWN PARKING			10,451.00	
		404	PARK AND TRAIL CIP			5,501.58	
		408	GENERAL CIP			14,823.76	
		409	EQUIP REVOLVING			4,003.44	
		430	STREET CIP			115,426.09	
		610	WATER FUND			12,034.77	
		620	SEWER FUND			50,427.94	
		630	MOTOR VEHICLE			2,076,214.83	
		640	LIQUOR			313,991.09	
		650	SOLID WASTE			35,673.75	
		670	STORMWATER			57.60	
		802	ESCROW PROJECTS			15,764.60	
		Total For All Funds:				3,420,586.16	

City of Wayzata
City Council Agenda Report

MEETING DATE: December 20, 2022	**AGENDA ITEM:** 7.c
TITLE: Approval of Municipal Licenses	
PROPOSED MOTION: To Approve the Municipal Licenses as Attached	
PREPARED BY: Lori Krismer, Administrative Assistant	
REVIEWED BY: Jeffrey Dahl, City Manager, Aurora Yager, Deputy City Manager	

ACTION REQUESTED:
Staff recommends approval of Municipal Licenses.

FINANCIAL OR BUDGET CONSIDERATION:
N/A

BACKGROUND:
N/A

ATTACHMENTS:
1. LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

12/20/2022

LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

Recommended for approval, pending staff review for completeness of application materials

WERE APPROVED ADMINISTRATIVELY

2022 Gas Fitter's License	
The McBride Company Inc. dba Metro Air	Prior Lake, MN

2023 Gas Fitter's License	
Select Mechanical Services, Inc.	St. Louis Park, MN
Standard Heating & Air Conditioning	Minneapolis, MN
TJK Plumbing, Inc.	Maple Grove, MN
Sabre Plumbing Heating & A/C, Inc.	Plymouth, MN
Absolute Mechanical, LLC	Edina, MN
Metropolitan Mechanical Contractors, Inc.	Eden Prairie, MN
Pronto Heating & Air Conditioning, Inc.	Edina, MN
Bonfe's Plumbing Heating & Air Service, Inc.	South St. Paul, MN
4Front Energy Solutions, Inc.	St. Louis Park, MN
Larson Plumbing, Inc.	Isanti, MN
Great West Mechanical Inc.	Big Lake, MN
Total Comfort	Golden Valley, MN

2023 Tree Removal & Treatment License	
Scott's Arbor Care LLC	Wayzata, MN
North Star Tree Care, Inc.	Pierz, MN
Vineland Tree Care	Minneapolis, MN
Arbor Tech Tree & Landscape, Inc.	Sauk Rapids, MN
Jay's Tree Care LLC	Royalton, MN
Norling's Lake Minnetonka Landscapes Inc.	Spring Park, MN

City of Wayzata
City Council Agenda Report

MEETING DATE: December 20, 2022	AGENDA ITEM: 7.d
TITLE: Receipt of Police Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Emily Marker, Police Records Supervisor	
REVIEWED BY: Jeffrey Dahl, City Manager, Marc Schultz, Police Chief	

ACTION REQUESTED:
The attached Activity Report--November 2022 is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:
N/A

BACKGROUND:
N/A

ATTACHMENTS:
1. Activity Report November 2022

ACTIVITY REPORT—NOVEMBER 2022

Theft **Reported: 11-30-2022 1326**

Report of a theft by shoplifting. Loss is over $100.

Addresses Involved

1000 block of Wayzata Blvd E, Wayzata, MN 55391

Identity Theft **Reported: 11-30-2022 1147**

Report of an identity theft. Unknown loss at this time.

Addresses Involved

300 block of Lake St, Wayzata, MN 55391

Theft from Vehicle **Reported: 11-27-2022 1500**

Report of a theft from vehicle. Catalytic converter stolen. Loss of around $1,100.

Addresses Involved

2100 block of Daniels St, Long Lake, MN 55356

False Info **Reported: 11-23-2022 2124**

25-year-old male from Bloomington arrested for giving a false name to a police officer. Brooklyn Center Police Department handling charges. 18-year-old female from Minneapolis arrested for receiving stolen property.

Addresses Involved

800 block of Rice St E, Wayzata, MN 55391

Names Involved

(Arrested) Wilson, Lawrence Sepan (Age: 25)

(Arrested) Lankford, Aalannah Faith (Age: 18)

Theft from Vehicle **Reported: 11-19-2022 0852**

Report of a theft from vehicle. Loss less than $500.

Addresses Involved

200 block of Wayzata Blvd E, Wayzata, MN 55391

Damage to Property - Criminal **Reported: 11-18-2022 2142**

Report of damage to property. Vehicle damaged by eggs.

Addresses Involved

700 block of Bushaway Rd, Wayzata, MN 55391

Theft by Swindle **Reported: 11-18-2022 1203**

Report of a theft by swindle. Loss of around $174,800. Investigation ongoing.

Addresses Involved

500 block of Ridgeview Drive E, Wayzata, MN 55391

Theft from Vehicle **Reported: 11-16-2022 1500**
Report of a theft from vehicle. Checkbook stolen.
Addresses Involved
1700 block of Wayzata Blvd E, Wayzata, MN 55391

Theft **Reported: 11-13-2022 1358**
Report of a theft by shoplifting. Loss of around $159.90.
Addresses Involved
1000 block of Wayzata Blvd E, Wayzata, MN 55391

DWI **Reported: 11-11-2022 2246**
42-year-old female from Waconia arrested for a DWI. Tested .17.
Addresses Involved
Edgewood Ct & Lake St, Wayzata, MN 55391
Names Involved
(Arrested) Moore-Spies, Marla Marie (Age: 42)

Warrant **Reported: 11-09-2022 0817**
39-year-old male from Wayzata arrested on an outstanding warrant.
Addresses Involved
600 block of Ridgeview Drive, Wayzata, MN 55391
Names Involved
(Arrested) Tapper, Michael Bruce (Age: 39)

DWI **Reported: 11-04-2022 2112**
28-year-old male from Plymouth arrested for a DWI. Tested .11.
Addresses Involved
100 block of Gleason Lake Rd, Wayzata, MN 55391
Names Involved
(Arrested) Kovack, Daniel Quinn (Age: 28)

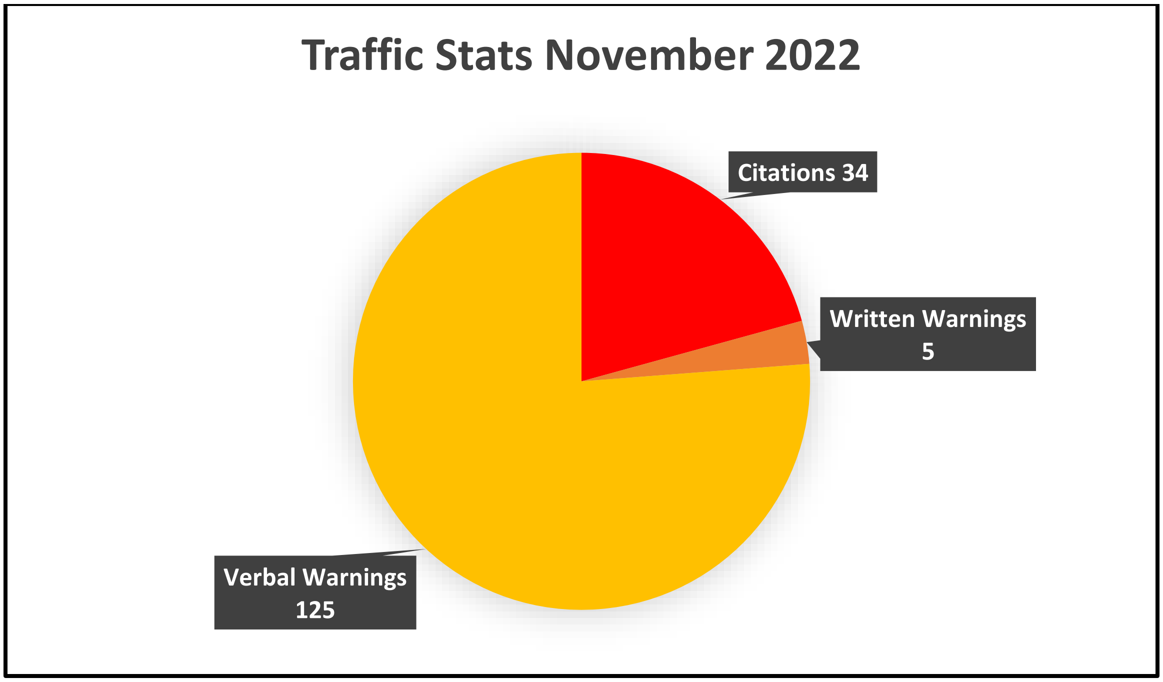
Identity Theft **Reported: 11-04-2022 1010**
Report of an identity theft. Loss of around $13,500.
Addresses Involved
100 block of Edgewood Ct, Wayzata, MN 55391

Theft from Vehicle **Reported: 11-02-2022 1853**
Report of a theft from vehicle. Catalytic converter stolen. Loss of around $2,600.
Addresses Involved
100 block of Wayzata Blvd E, Wayzata, MN 55391

WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake

ACTIVITY REPORT—NOVEMBER 2022



Non-Criminal Activity	November 2022
MISSING PERSON	3
MISSING/LOST PROPERTY	1
FOUND PROPERTY	3
PIMV	2
PDMV	24
H & R PDMV	3
ANIMAL BITE	1
OTHER FIRE/SMOKE	1
FIRE ALARM	3
HAZ ROAD CONDITION	7
SUDDEN DEATH	1
OTHER MEDICAL	49
WELFARE CHECK - ADULT	10
MENTAL HEALTH ISSUE	4
INFO REC'D	11
VERBAL DOMESTIC	2

WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake

ACTIVITY REPORT—NOVEMBER 2022

CIVIL MATTER	4
TRESPASS WARN/ORDER	2
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	1
SUSPICION	10
OPEN DOOR/WINDOW	2
DRIVING/TRAFFIC COMPLAINT	17
PARKING COMPL	3
HOUSE/BUSINESS CHECKS	9
RECORD CHECKS	9
FIREARM PERMIT	11
HC SHERIFFS PERMIT TO CARRY	5
PARKING PERMIT	2
ANIMAL COMPLAINT/CHECK	6
DISPATCH ANIMAL	1
PATROL REQUEST	1
FINGERPRINTS	1
MOTORIST ASSIST/STALL	6
UTILITY PROBLEM	6
PUBLIC ASSIST	28
LOCKOUT	5
BUSINESS ALARM	12
HOME ALARM	16
911 HANG-UP	5
ASSIST OTHER DEPT	26
WARRANT/ATTEMPT/ARREST	1
TRAFFIC CONTROL / DIRECT ENFORCEMENT	11
RIDE-ALONG	1

Criminal Activity	November 2022
ASLT 3-SUBSTANTIAL INJURY-HANDS ETC-CHLD-ACQ	1
ASLT 5-MS-INFL OR ATTMPT HRM-NO WPN-ADLT STR	1
ASLT-DOMESTIC-GM-INFLT BODLY HRM-HNDS-ADLT-ACQ	1
DOM ASLT-MS-INFLT BODILY HARM-HANDS-AD-FAM	1
DRUGS-SM AMT IN MOT VEH-POSS-MARIJ-UNK	2
DRUGS-DRUG PARAPH-POSSESS-UNK-UNK	2
CON SUB 5-POSSESS-UNK DRUG-UNK	1

ACTIVITY REPORT—NOVEMBER 2022

TRAF-AC-GM-3RD DEG DWI-UI ALCOHOL-MV	1
TRAF-AC-GM-3RD DEG DWI-08 OR MORE -MV	1
TRAF-ACC-M-4TH DEG DWI-UI ALCOHOL-MV	1
TRAF-ACC-MS-4TH DEG DWI-08 OR MORE -MV	1
CSC 1-UNK ACT-ACQUAINT-13-15 YR-F	1
CSC 3-FRC OR COERCN-ACQUAINT-18 OLDER-F	1
DISTURB PEACE-MS-HARRASSING COMMUNICATIONS	1
PROP DAMAGE-UNK LVL-PRIVATE-UNK INTENT	1
TRESPASS-MS-BUSINESS-OTHER INTENT	1
STLN PROP-FE-RECEIVE-VEHICLES-UNK VALUE	1
THEFT-500 OR LESS MS-MTR VEHICLE-MONEY	1
THEFT-500 OR LESS MS-MTR VEHICLE-OTH PROP	1
THEFT-FE-FALSE REPRESENTATN-OVER 20000	1
THEFT-FE-IDENTITY THEFT-UNK LOSS	1
THEFT-FE-IDENTITY THEFT-2501-19999	1
THEFT-MS-SHOPLIFTING-250 OR LESS	1
THEFT-MS-SHOPLIFTING-500 DLRS OR LESS	1
VEH-MORE 2500-FE-PARTS-MOTOR VEH-AUTO	2
CRIM AGNST ADM JUST-UNK LVL-GIVE FLSE NAM-POL	1
CRIM AGNST ADM JUST-MS-GIVE FLSE NAM POL	1

City of Wayzata
City Council Agenda Report

MEETING DATE: December 20, 2022	**AGENDA ITEM:** 7.e
TITLE: Receipt of Building Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Megan McCrady, Permit Technician	
REVIEWED BY: Jeffrey Dahl, City Manager, Emily Goellner, Community Development Director, Jason Wagner, Building Official	

ACTION REQUESTED:
The attached November 2022 Building Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:
N/A

BACKGROUND:
N/A

ATTACHMENTS:
1. 2021-2022 Building Report November

2022

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	2022-YTD
BUILDING												
NUMBER OF BLDG. PERMITS	11	13	13	25	18	20	14	19	10	13	9	165
PROJECT VALUE	$274,537.00	$2,215,807.00	$3,170,300.00	$3,857,297.00	$1,074,087.00	$2,574,024.00	$1,437,395.00	$9,945,975.00	$931,886.00	$1,232,406.00	$278,400.00	26,992,114
BUILDING PERMIT FEE	**$3,473.25**	**$17,644.00**	**$20,130.75**	**$29,083.50**	**$10,598.25**	**$20,282.00**	**$11,205.50**	**$52,693.00**	**$7,612.75**	**$11,232.75**	**$3,573.50**	187,529
PLAN CHECK FEE	**$1,361.10**	**$8,813.79**	**$12,067.09**	**$16,746.39**	**$3,777.96**	**$12,760.40**	**$6,464.91**	**$33,137.81**	**$4,900.35**	**$4,276.84**	**$499.66**	104,806
EXTERIOR												
NUMBER OF PERMITS	1	1	5	2	3	6	5	2	5	9	3	42
PROJECT VALUE	$5,229.00	$14,628.00	$284,196.00	$26,253.00	$18,429.00	$180,276.00	$107,656.00	$25,000.00	$111,397.00	$600,000.00	$23,842.00	1,396,906
PERMIT FEE	**$ 132.75**	**$ 265.50**	**$ 3,213.50**	**$ 486.75**	**$ 409.75**	**$ 2,461.00**	**$ 1,692.75**	**$ 457.25**	**$ 1,738.00**	**$ 3,956.75**	**$ 501.50**	15,316
MECHANICAL												
NUMBER OF PERMITS	14	16	15	14	16	22	20	13	13	7	19	169
PROJECT VALUE	102,007.00	185,869.00	210,202.00	345,826.00	103,237.00	701,935.00	205,541.00	395,484.00	310,164.00	62,495.00	200,432.00	2,823,192
PERMIT FEE	**2,081.64**	**3,652.36**	**4,189.04**	**6,573.92**	**2,088.74**	**12,378.70**	**4,091.15**	**7,222.26**	**5,770.20**	**1,256.40**	**4,018.80**	53,323
PLUMBING												
NUMBER OF PERMITS	8	13	7	17	13	8	18	19	8	10	11	132
PROJECT VALUE	$38,518.00	$123,914.00	$72,000.00	$184,794.00	$74,664.00	$106,879.00	$130,800.00	$170,000.00	$73,211.00	$273.99	$167,545.00	1,142,599
PERMIT FEE	**$796.36**	**$2,478.28**	**$1,466.00**	**$3,732.88**	**$1,513.38**	**$2,035.52**	**$2,644.56**	**$3,412.00**	**$1,464.22**	**$5,145.70**	**$3,321.40**	28,010
TOTAL # OF PERMITS	34	43	40	58	50	56	57	53	36	39	42	508
TOTAL INCOME	**$7,845.10**	**$32,853.93**	**$41,066.38**	**$56,623.44**	**$18,388.08**	**$49,917.62**	**$26,098.87**	**$96,922.32**	**$21,485.52**	**$25,868.44**	**$11,914.86**	**$388,984.56**

INSPECTIONS

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	2022-YTD
BUILDING	30	66	35	42	53	61	57	51	78	43	51	567
EXTERIOR	2	0	1	2	1	4	1	3	2	4	5	25
HVAC	29	45	42	22	45	39	35	27	27	15	26	352
PLUMBING	17	20	23	30	24	27	24	35	23	17	19	259
OTHER												
TOTAL # OF INSPECTIONS	78	131	101	96	123	131	117	116	130	79	101	1203

RENTAL

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	2022-YTD
INSPECTIONS	6	37	78	37	12	0	6	3	1	0	1	181

2021

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	21-Oct	Nov-21	2021-YTD
BUILDING												
NUMBER OF BLDG. PERMITS	9	11	15	19	14	25	13	17	15	21	18	177
PROJECT VALUE	$1,337,913.00	$964,800.00	$11,351,717.00	$3,192,683.00	$1,319,900.00	$3,213,389.00	$2,916,093.00	$10,116,408.00	$3,394,485.00	$5,245,655.00	$2,496,890.00	$45,549,933.00
BUILDING PERMIT FEE	**$8,620.50**	**$8,848.75**	**$52,593.00**	**$20,794.00**	**$11,009.50**	**$24,041.75**	**$16,897.00**	**$52,016.75**	**$21,826.00**	**$30,855.75**	**$19,005.50**	**$266,508.50**
PLAN CHECK FEE	**$5,212.19**	**$4,813.59**	**$32,909.77**	**$12,058.53**	**$4,967.66**	**$13,645.26**	**$10,777.91**	**$32,819.70**	**$13,211.91**	**$18,758.12**	**$10,634.91**	**$159,809.55**
EXTERIOR												
NUMBER OF PERMITS	1	3	4	18	5	4	8	3	9	4	6	65
PROJECT VALUE	$3,895.00	$51,483.00	$552,700.00	$287,513.00	$66,856.00	$89,428.00	$307,641.00	$83,664.91	$198,783.00	$47,939.00	$77,441.00	$1,767,343.91
PERMIT FEE	**$ 103.25**	**$ 898.50**	**$ 4,483.50**	**$ 4,801.75**	**$ 1,239.00**	**$ 1,383.75**	**$ 3,651.25**	**$ 1,185.00**	**$ 3,057.00**	**$ 914.50**	**$ 1,445.50**	**$23,163.00**
MECHANICAL												
NUMBER OF PERMITS	12	8	15	11	13	19	25	13	18	19	19	172
PROJECT VALUE	206,482.00	242,992.00	142,301.00	903,172.00	195,951.00	503,265.00	570,670.00	104,387.00	522,112.82	610,891.00	224,761.00	$4,226,984.82
PERMIT FEE	**3,909.64**	**4,091.34**	**2,862.02**	**14,683.44**	**3,809.52**	**8,803.19**	**10,208.58**	**2,101.74**	**9,287.09**	**10,811.16**	**4,300.22**	**$74,867.85**
PLUMBING												
NUMBER OF PERMITS	9	11	14	6	8	11	7	11	22	11	15	125
PROJECT VALUE	$359,103.00	$408,302.49	$76,193.00	$211,505.00	$44,592.00	$178,367.00	$133,841.00	$90,100.00	$357,309.00	$202,007.00	$207,363.00	$2,268,682.49
PERMIT FEE	**$5,958.06**	**$6,970.25**	**$1,591.86**	**$3,750.10**	**$945.84**	**$3,360.87**	**$2,586.40**	**$1,890.00**	**$7,172.43**	**$3,833.81**	**$4,174.26**	**$42,233.88**
TOTAL # OF PERMITS	31	33	48	54	40	59	53	44	64	55	58	539
TOTAL INCOME	**$23,803.64**	**$25,622.43**	**$94,440.15**	**$56,087.82**	**$21,971.52**	**$51,234.82**	**$44,121.14**	**$90,013.19**	**$54,554.43**	**$65,173.34**	**$39,560.39**	**$566,582.78**

INSPECTIONS

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	21-Oct	Nov-21	2021-YTD
BUILDING	52	53	52	57	63	69	45	54	43	72	87	648
EXTERIOR	0	0	0	6	15	5	3	6	1	7	2	45
HVAC	33	16	28	28	33	27	29	28	25	28	42	317
PLUMBING	14	16	22	25	22	37	18	17	25	19	37	253
OTHER												
TOTAL # OF INSPECTIONS	99	85	102	116	133	138	95	105	94	126	168	1263

RENTAL

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	21-Oct	Nov-21	2021-YTD
INSPECTIONS	0	0	17	5	0	1	0	0	0	0	0	23

City of Wayzata
City Council Agenda Report

MEETING DATE: December 20, 2022	**AGENDA ITEM:** 7.f
TITLE: Adoption of Resolution 75-2022 Accepting Donation from the Leona M. and Harry B. Helmsley Charitable Trust Center for Resuscitation Medicine at the University of Minnesota for Automatic External Defibrilators (AED's)	
PROPOSED MOTION: To Adopt Resolution 75-2022 Accepting Donation From the Leona M. and Harry B. Helmsley Charitable Trust Center for Resuscitation Medicine at the University of Minnesota for Automatic External Defibrilators	
PREPARED BY: Marc Schultz, Police Chief	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommends adoption of the resolution to accept the AED donation.

FINANCIAL OR BUDGET CONSIDERATION:
This donation of AED's will save approximately $26,000 over the next several years, eliminating the need to replace current existing AED's and pads in patrol vehicles.

BACKGROUND:
The Wayzata Police Department was approached by the University of Minnesota and presented an opportunity to receive donated AED's and replacement pads to replace the current inventory. It is the goal of the University of Minnesota's First Responder AED Project to equip every police department in the state with new AED's. Deputy Chief Baker has attended their required training and will bring the new technology and training to all personnel at the Police Department. Current AED's in squads can be distributed to other municipal locations around the City to aid staff when cardiac situations arise or they may be donated to other areas in need.

ATTACHMENTS:
1. Resolution 75-2022
2. Minnesota AED Project Fact Sheet

CITY OF WAYZATA

RESOLUTION NO. 75-2022

RESOLUTION ACCEPTING DONATION FROM LEONA M. AND HARRY B. HELMSLEY CHARITABLE TRUST CENTER FOR RESUSCITATION MEDICINE AT THE UNIVERSITY OF MINNESOTA FOR AUTOMATIC ELECTRONIC DEFIBRILATORS

WHEREAS, Minnesota Statute §465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution; and

WHEREAS, said donations must be accepted by a resolution adopted by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wayzata to accept the following donation:

Donor	Purpose	Amount
The Leona M. and Harry B. Helmsley Charitable Trust Center for Resuscitation Medicine at the University of Minnesota	Provide Law Enforcement and other first responders with automatic external defibrillators (AED) to improve cardiac arrest survival rate	$26,000

BE IT FURTHER RESOLVED that the Wayzata City Council sincerely thanks the above-named for their generous donation and commitment to the community.

Adopted by the Wayzata City Council this 20th day of December, 2022.

____
Johanna Mouton, Mayor

Attest: ____
Jeffrey Dahl, City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Resolution Adopted:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 75-2022 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on December 20th , 2022.

____

Kathy Leervig, City ClerkSEAL

Center for Resuscitation Medicine
UNIVERSITY OF MINNESOTA
Driven to Discover℠

Minnesota First Responder AED Project Fact Sheet

- A grant from The Leona M. and Harry B. Helmsley Charitable Trust to the Center for Resuscitation Medicine (CRM) at the University of Minnesota will provide law enforcement, state and national parks and other first responders with automatic external defibrillators (AEDs) to improve cardiac arrest survival. This opportunity only provides equipment (Stryker CR2 AEDs); this is like previous Helmsley Charitable Trust grants in Minnesota that provided EMS with 12-lead and LUCAS devices.

- The three-year project aims to equip every law enforcement vehicle in the state with an AED and train law enforcement professionals to deliver immediate care prior to arrival of Emergency Medical Services (EMS). AEDs will be distributed throughout the state by region. We will provide a schedule to agencies eligible to receive units as soon as we have verified availability. We have a plan to consider urgent needs so that an agency does not need to wait for their region.

- The grant is to replace all devices in an agency plus any additional needs. Any department participating must accept units for every vehicle in their fleet; the grant is not for single or additional needs. This will ensure that your department has the newest equipment and can benefit from the comprehensive service and quality assurance plans that are included with the AED.

- Requirements are very easy. One person from your agency must attend a regional training. They will be given tools to bring back to share with the entire department. Once the training at your department is complete, AEDs will be shipped directly to your department, typically within a couple of weeks. A team at Stryker and the CRM will be available to assist with implementation (details provided at the training).

- Benefit: The AED units are WIFI connected, ensuring that units are always ready and providing your agency with an easy management tool. Each case is uploaded, and your agency will receive information that you can use for training or development. The CRM will work with your agency to connect and celebrate survival.

- Benefit: The AED comes with an 8-year service plan. This includes replacement pads anytime the unit is used and a single point of contact at Stryker for any equipment needs. Their Heartsafe solutions team will provide one-on-one answers to any questions. This 8-year plan also includes the case review and unit management tool for free.

- Benefit: The CRM has additional funding to replace pads and batteries and provide a cabinet if you choose to donate existing AEDs to a community site (outside of a city agency). We can also assist with disposal or donation to other communities.

Questions? Email us at mnaed@umn.edu

City of Wayzata
City Council Agenda Report

MEETING DATE: December 20, 2022	**AGENDA ITEM:** 7.g
TITLE: Approval of 2023-2032 Capital Improvement Plan	
PROPOSED MOTION: To Approve the 2023-2032 Capital Improvement Plan	
PREPARED BY: Aurora Yager, Deputy City Manager, Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommend approval of the 2023-2032 Capital Improvement Plan.

FINANCIAL OR BUDGET CONSIDERATION:
The 2023-2032 Capital Improvement Plan (CIP) is a $50.1 million dollar plan that provides for investments in facilities, streets and downtown parking, lakefront and marina improvements, parks, utilities, equipment, and more. The CIP is a planning document that is updated each year to reflect changing needs and priorities. The total for 2023 planned projects is $15.6 million. Projects on the list for 2023 that are above $175,000 or that require a contract will be brought back before the Council for another round of approvals before the purchase is made.

BACKGROUND:
The City has invested in capital assets that either need to be maintained or replaced. In order to budget for these purchases well in advance to minimize the use of debt, the City plans for these projects up to ten years or more in advance and incorporates them into a CIP. This plan is reviewed by the Council twice per year at a workshop and most recently was reviewed, with updates, on October 18. In order to better align the Council's review with purchasing processes, an official Council action approving the plan and authorizing the 2023 projects is recommended.

ATTACHMENTS:
1. 2023-2032 Capital Improvement Plan

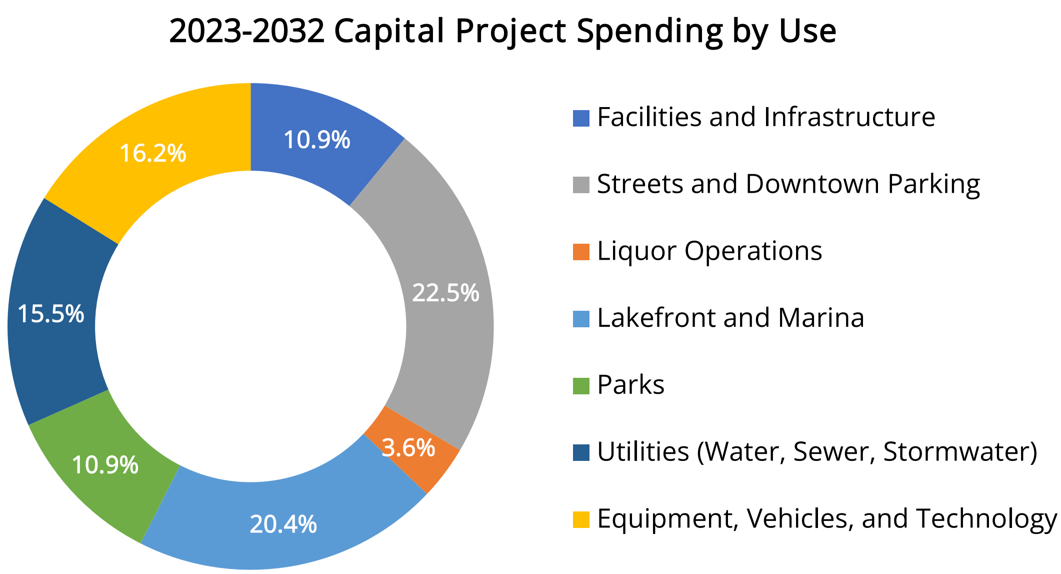
CAPITAL IMPROVEMENT PLAN

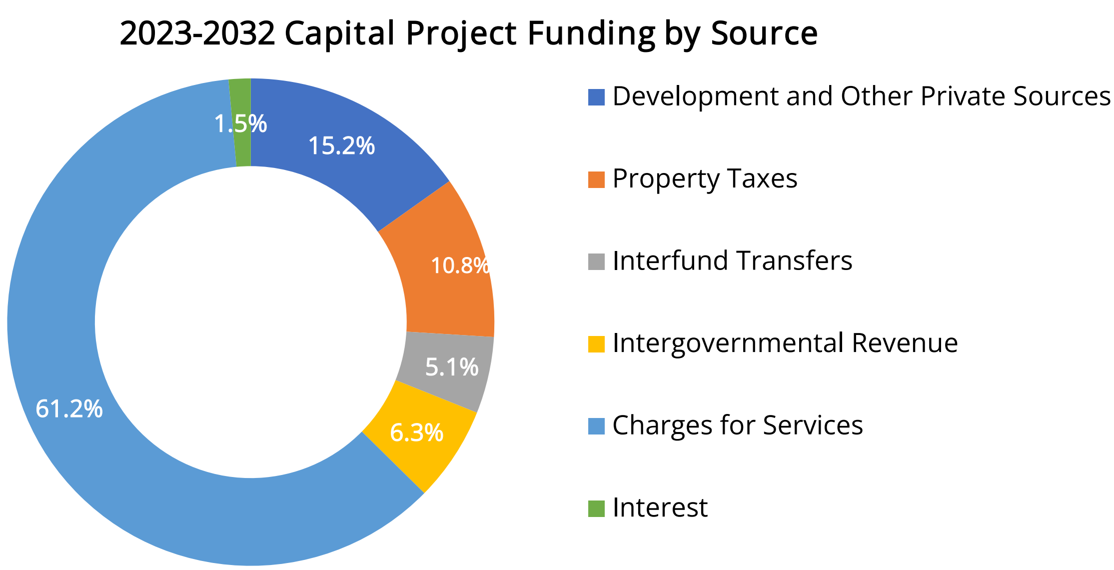
2023-2032

Introduction

The City of Wayzata has invested in capital assets that either need to be maintained or replaced. These assets include things like land, facilities, streets and sidewalks, water and sewer lines, lakefront and park improvements, parking lots, vehicles, and equipment. In order to be included in the CIP a project must cost more than $5,000 or have a useful life of at least 3 years. Any projects or equipment expected to be under the threshold are incorporated into annual operating budgets.

Wayzata's 2023-2032 Capital Improvement Plan (CIP) is a ten-year, $50.1 million plan. Approximately $5.5 million is planned for facilities and infrastructure projects, $11.3 million for streets and downtown parking, $1.8 million for liquor operations, $10.2 million for lakefront and marina improvements, $5.5 million for parks, $7.8 million for utilities, and $8.1 million for equipment, vehicles, and technology.





By adopting the CIP, the Council is providing guidance on overall priorities for long-term community investments. It is anticipated that each of these projects will be reviewed annually to determine if the timelines assigned are appropriate or if any additions, deletions, or alterations are necessary. All projects designated in the CIP are contingent upon annual City Council approval and availability of resources during the planned year.

In addition to considering long-term community investments, the CIP may highlight policy issues, specifically as it relates to funding mechanisms, that could significantly impact future capital project funding. These issues are presented as an opportunity for the City Council to provide additional guidance to staff when needed.

Notes:

- The City's definition of capital assets for the CIP may differ from the GAAP definition because they do not consider maintenance expenditures capital assets.
- Creation of a long-term plan requires staff to estimate project scope, costs of labor and materials, future interest rates and other items. These estimates come from a combination of staff experience and vendor estimates. Generally, the estimates for earlier years are more precise than later years. Actual results can differ significantly from such estimates.

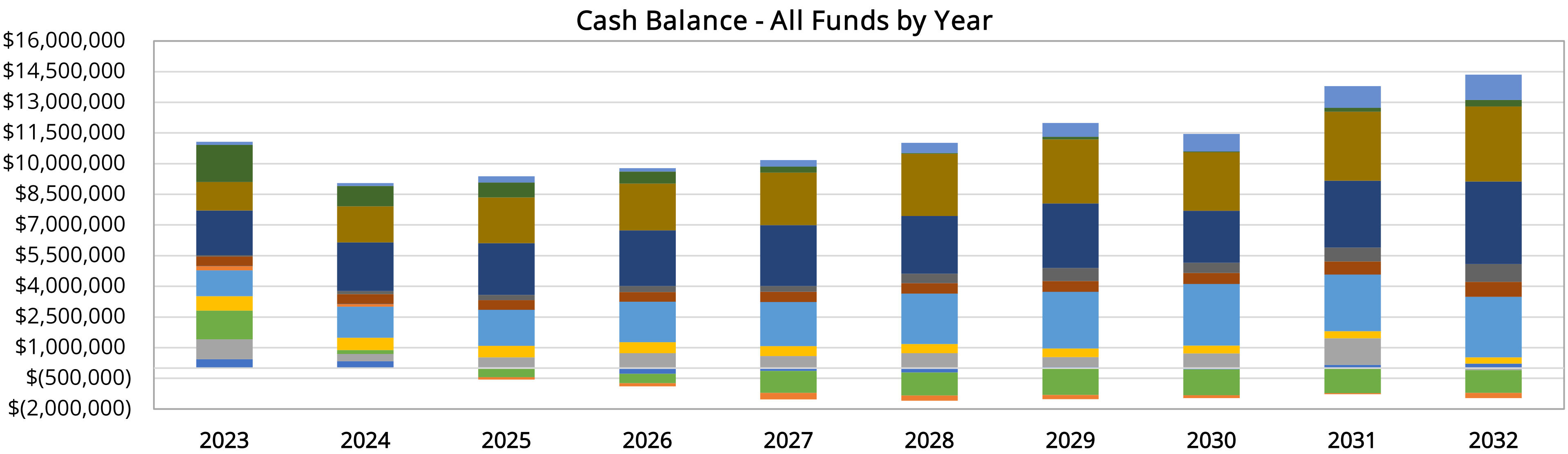
A summary of the year ending cash balances for all funds through 2032 is highlighted in the graph and chart below. Overall capital account balances are healthy and allow the City to cash flow currently nearly all of the planned projects.

As you can see by the chart below, the City has significant existing fund balances in all of its capital funds, with the exception of:

- Parks and Trails Fund starting in 2025
- Library Fund starting in 2025
- Facilities and Infrastructure Fund starting in 2026
- Streets Fund in 2032

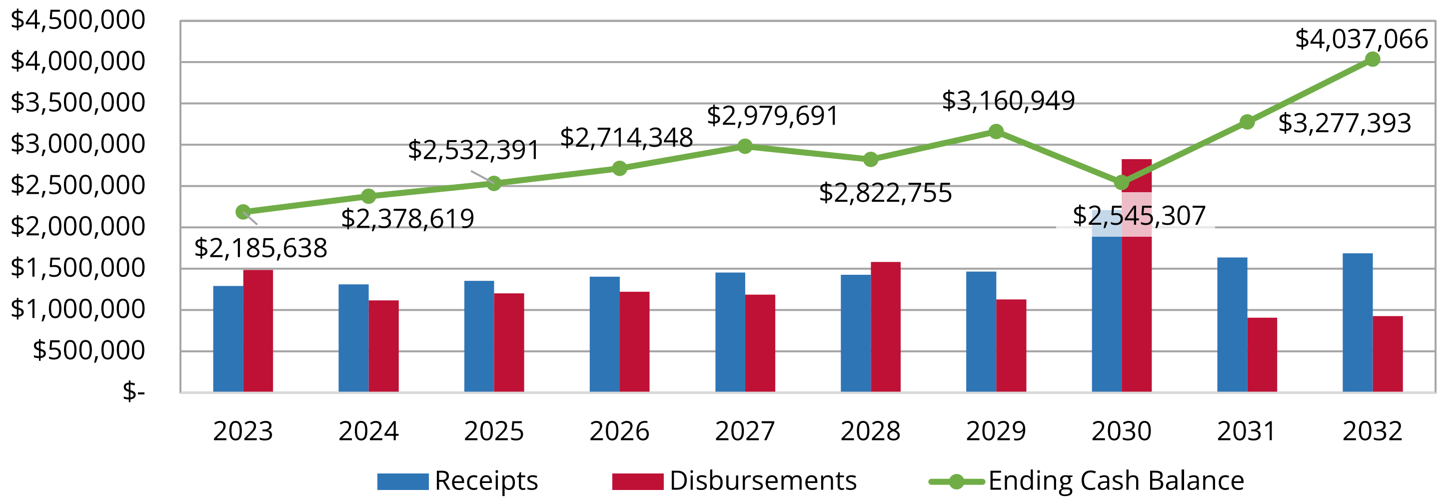
The City could pursue strategies to come up with new or alternative funding sources for these funds. When the City is planning to apply for other funding sources such as grants, they will be noted as a potential funding source.

Included in this packet is a list of all planned projects for 2023 – 2032 with a list of projects planned for 2023 for specific Council approval. A summary of each CIP Fund along with their more significant projects (above $150,000) planned are listed in more detail below. A complete listing of all capital projects in each fund is included at the very end.



Fund	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Facilities & Infrastructure	$437,752	$332,068	$38,195	-$274,635	-$140,852	-$219,057	$56,864	-$57,954	$159,067	$221,154
Streets	$967,761	$362,805	$491,159	$737,118	$585,300	$726,566	$484,282	$718,754	$1,301,206	-$95,608
Park & Trails	$1,414,077	$193,556	-$450,668	-$463,479	-$1,065,643	-$1,121,011	-$1,319,033	-$1,273,755	-$1,219,023	-$1,110,983
Lakefront *(Panoway)*	$703,302	$600,035	$564,036	$527,676	$490,953	$453,862	$416,401	$378,565	$340,351	$301,754
Liquor	$1,256,645	$1,516,982	$1,759,066	$1,985,977	$2,164,328	$2,469,198	$2,777,317	$3,019,685	$2,776,210	$2,959,100
Library	$205,661	$128,437	-$105,915	-$148,857	-$320,855	-$259,155	-$195,605	-$130,148	-$62,727	-$262,083
Cemetery	$13,645	$9,610	$6,132	$3,342	$1,395	$467	$764	$2,527	$6,030	$11,593
Downtown Parking	$463,360	$472,658	$471,750	$468,032	$487,278	$504,515	$519,525	$532,286	$628,374	$725,422
Marina	$152,792	$146,196	$309,755	$160,712	$311,088	$491,327	$678,682	$856,283	$1,058,398	$1,241,441
Stormwater	$60,140	$155,864	$253,155	$299,176	$290,761	$460,964	$636,930	$497,665	$681,951	$871,946
Water	$2,185,638	$2,378,619	$2,532,391	$2,714,348	$2,979,691	$2,822,755	$3,160,949	$2,545,307	$3,277,393	$4,037,066
Sewer	$1,394,950	$1,760,468	$2,226,696	$2,285,386	$2,565,646	$3,042,767	$3,128,394	$2,858,256	$3,369,862	$3,671,814
Equipment	$1,811,700	$997,941	$732,942	$593,915	$293,700	$45,410	$135,564	$44,319	$193,063	$309,393
	$11,067,423	**$9,055,239**	**$8,828,693**	**$8,888,710**	**$8,642,790**	**$9,418,607**	**$10,481,035**	**$9,991,790**	**$12,510,153**	**$12,882,010**

Water Improvement Fund (Fund #610)

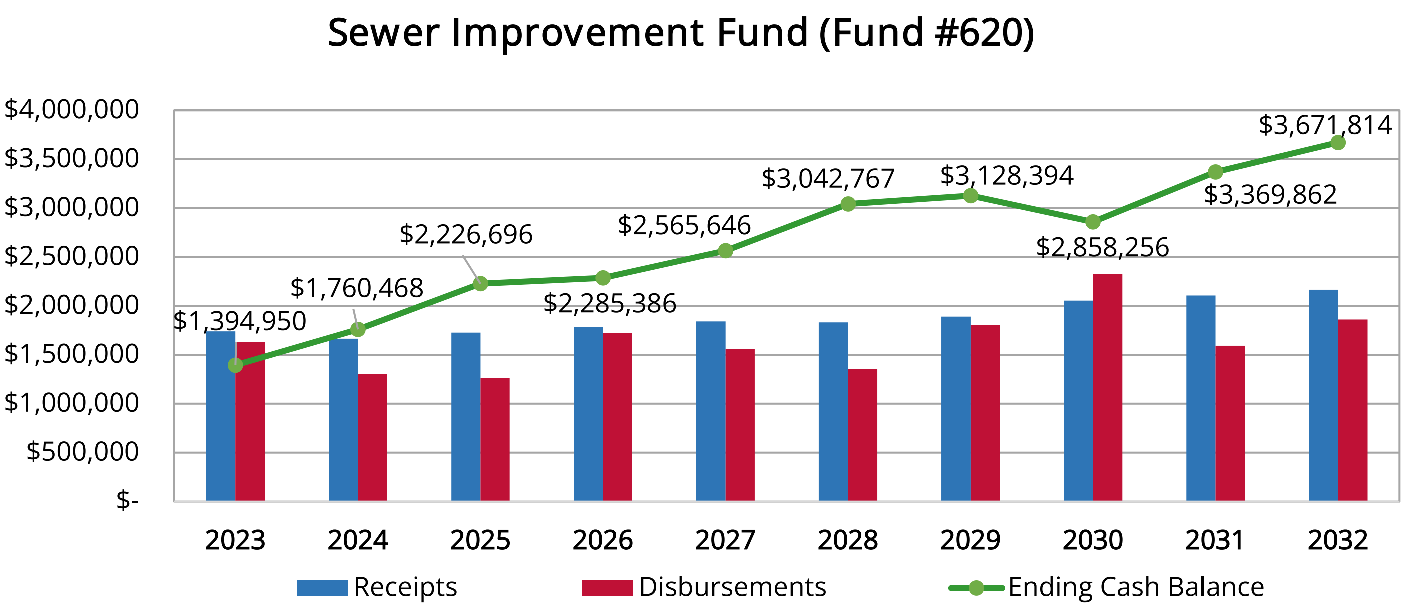


Significant Projects Planned for 2023-2032:

- 2023 - Water Meter Replacements (50% Water) - $313,400
- 2028 – Repaint Water Tower - $737,900
- 2029 – Replace Sand in Iron Removal Tanks (WTP 3) - $219,300
- 2030 – New Well #6 - $756,400
- 2030 – Hillside Drive Water Main and Ferndale Water Connection - $1,196,300

External Funding Sources:

Year	Source	Amount	Project
2030	Special Assessments	$607,760	Hillside Drive Water Main and Ferndale Water Connection



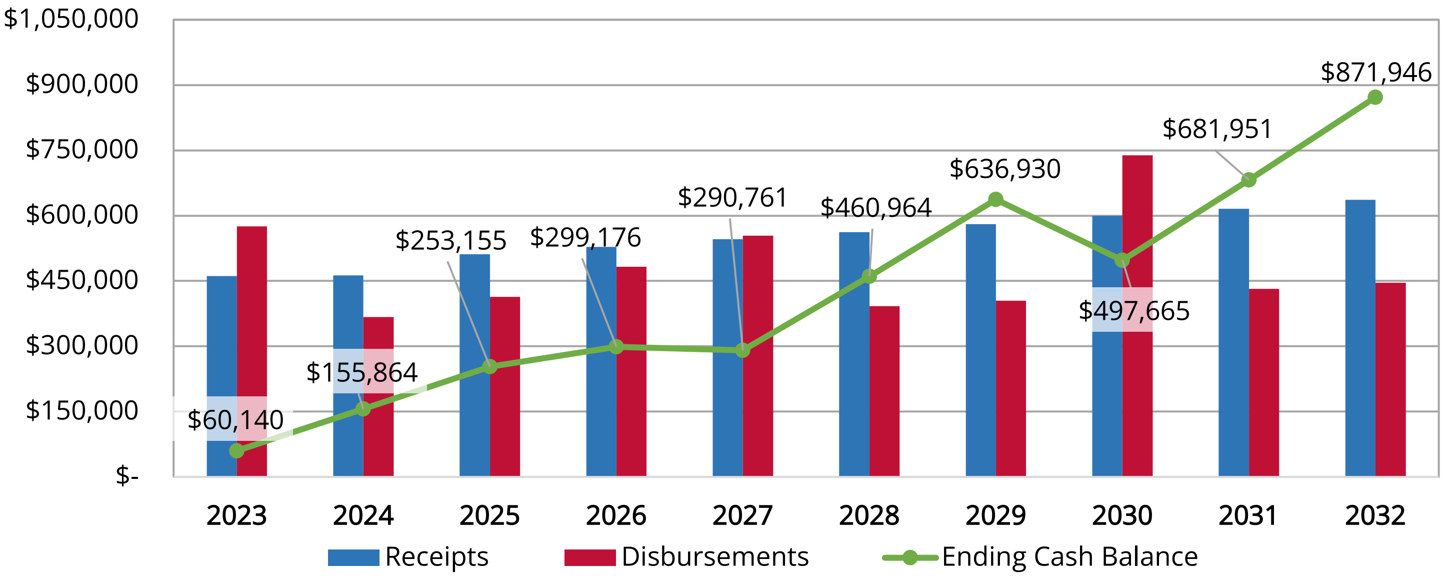
Significant Projects Planned for 2023-2032:

- 2023 - Water Meter Replacements (50% Sewer) - $313,400
- 2026 – Sewer Lining - $383,000
- 2029 – Sewer Lining - $367,100
- 2030 – Install Sanitary Sewer – Hillside Drive - $957,300
- 2032 – Sewer Lining - $401,200

External Funding Sources:

Year	Source	Amount	Project
2030	Special Assessments	$478,650	Install Sanitary Sewer – Hillside Drive

Stormwater Improvement Fund (Fund #670)



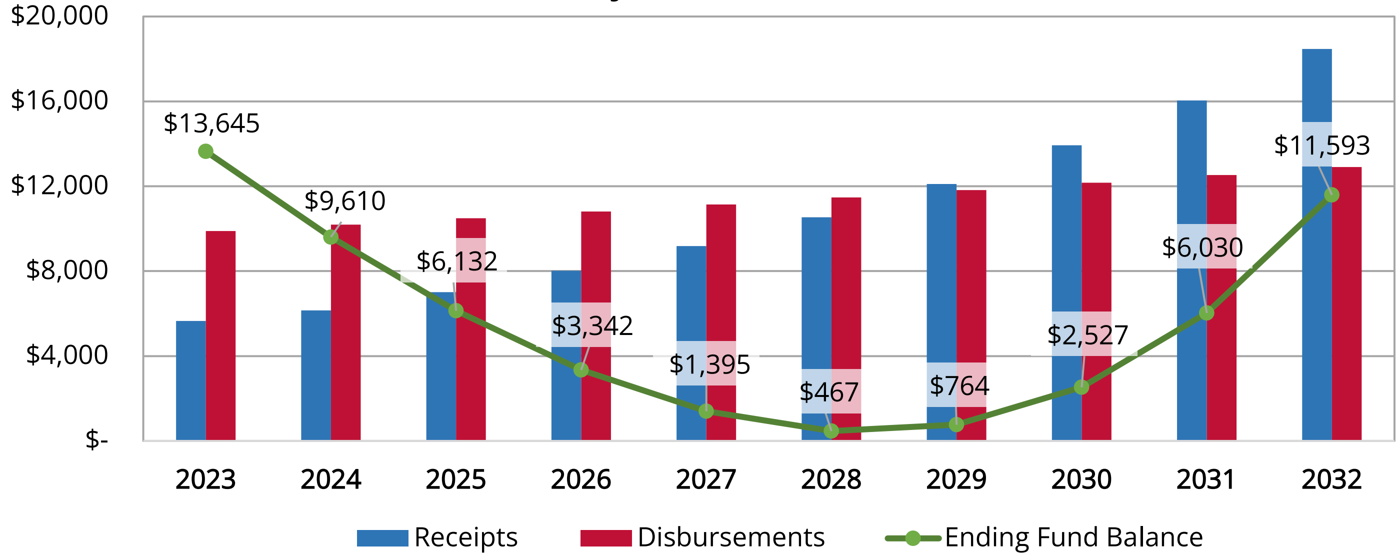
Significant Projects Planned for 2023-2032:

- 2027 – Central Ave South Drainage Project - $174,600
- 2030 – Wetland Enhancement Project (N. Broadway) – Pond Site (W. side of Broadway) - $321,000

External Funding Sources:

Year	Source	Amount	Project
2023	Development	$40,600	Villa Pond Outlet

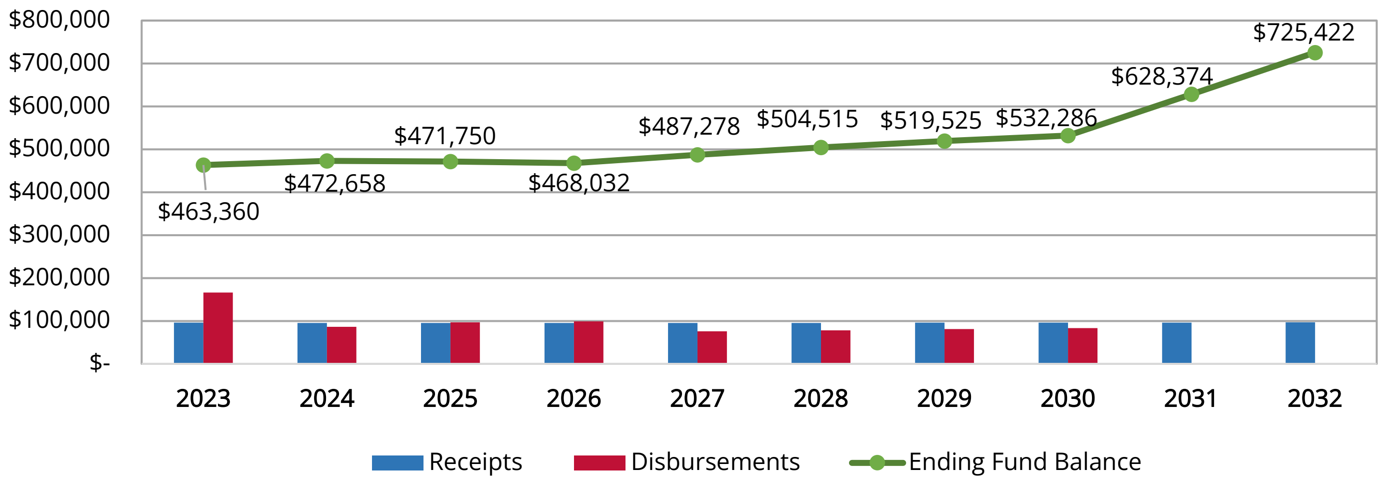
Cemetery Fund (Fund #232)



Significant Projects Planned for 2023-2032:

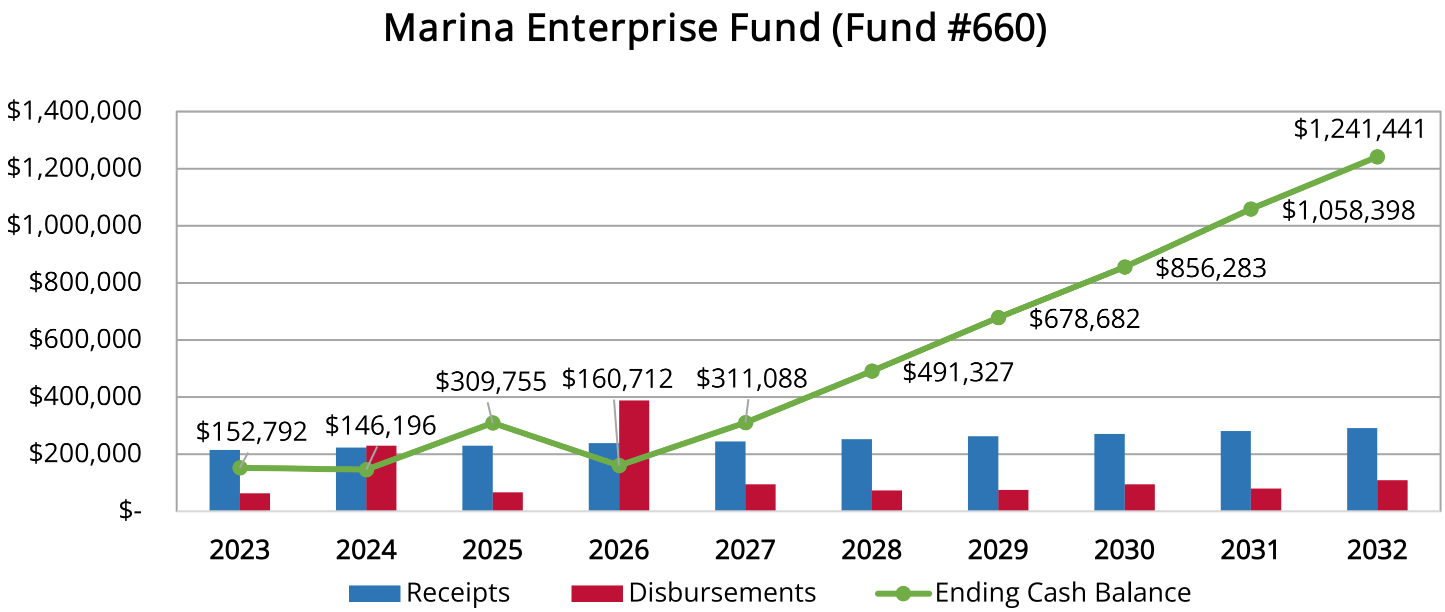
- There are no capital projects planned for this period.

Downtown Parking District Fund (Fund #401)



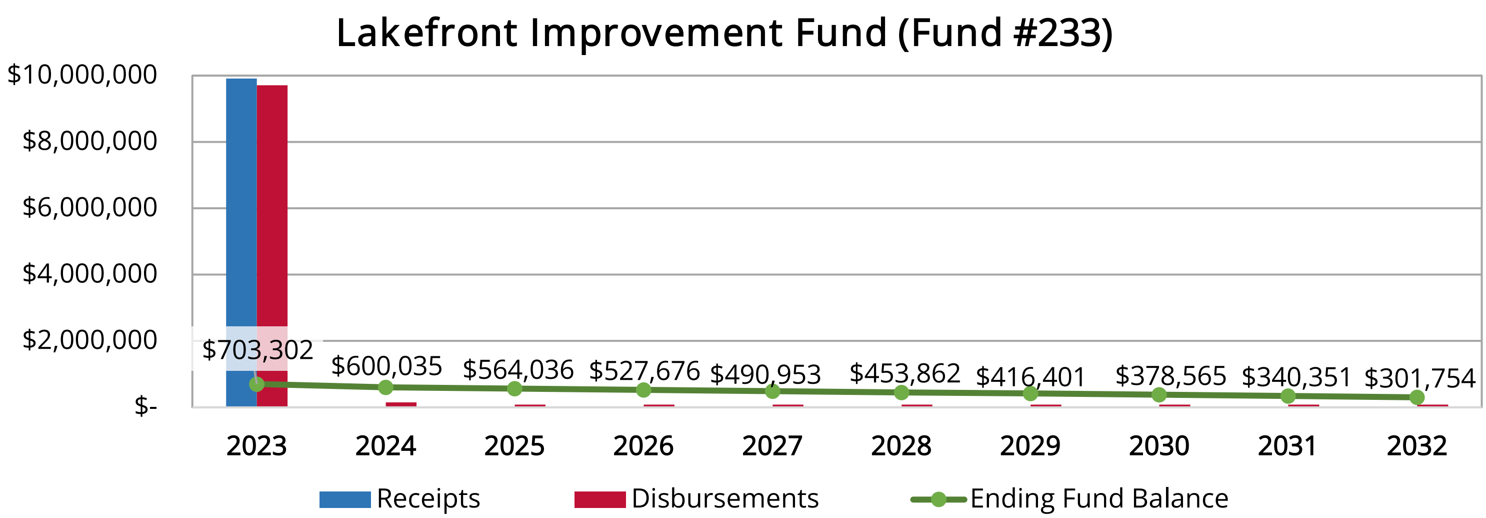
Significant Projects Planned for 2023-2032:

- There are no projects above $150,000 planned for this period.



Significant projects planned for 2023-2032 include:

- 2024 – Dredging Marina - $165,500
- 2026 – Complete Replacement of Marina Docks and Decking - $303,900



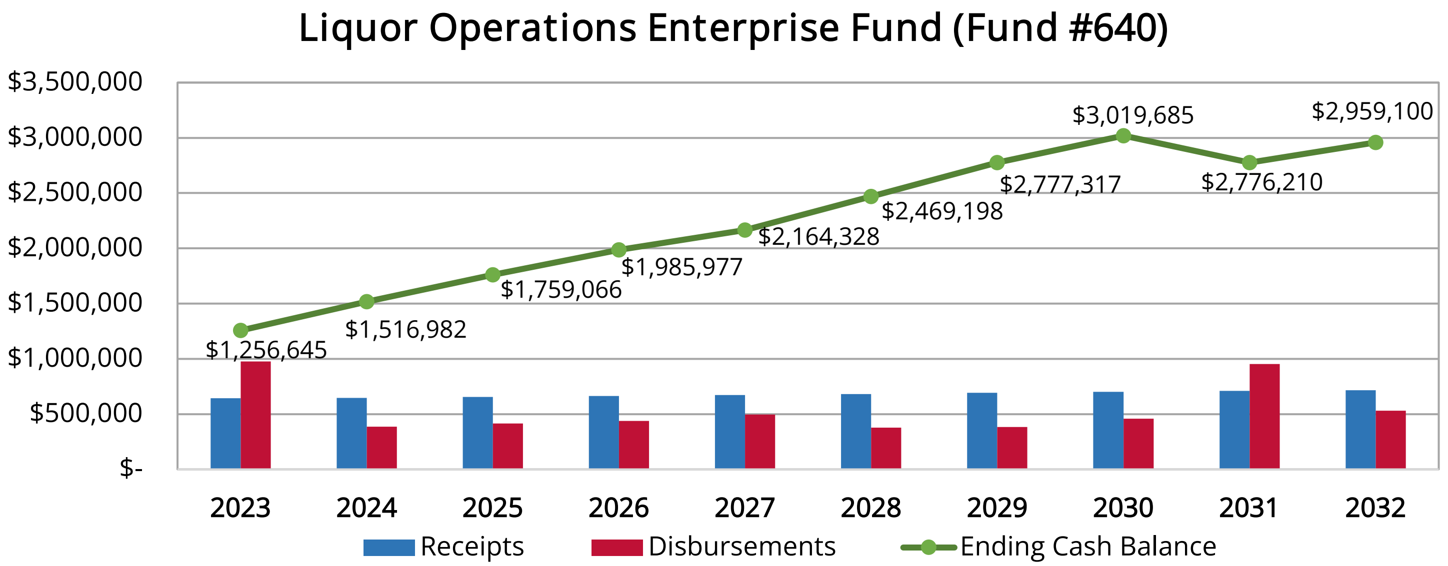
Significant Projects Planned for 2023-2032*:

- 2023 – Railroad Crossing - $668,300
- 2023 – Docks - $808,500
- 2023 – Section Foreman House - $1,060,500
- 2023 – Boardwalk and Shoreline Restoration - $6,951,000

**Note: Some future phases of Panoway do not yet have an assigned timeline so they are listed as TBD.*

External Funding Sources:

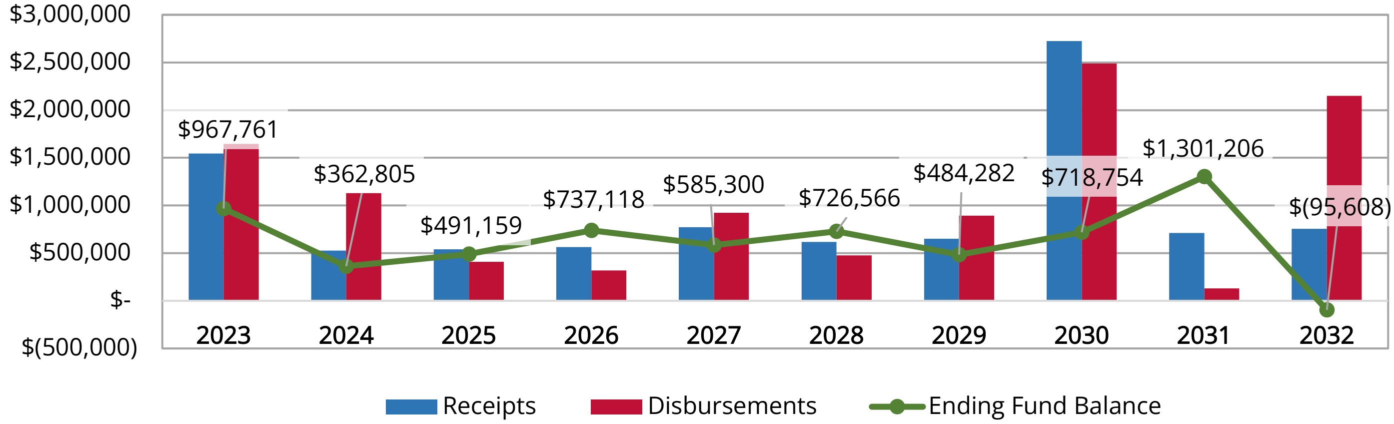
Year	Source	Amount	Project
2023	State Grant	$400,000	Railroad Crossing
2023	TIF 6	$268,300	Railroad Crossing
2023	Grants and Wayzata Conservancy	$1,060,500	Section Foreman House
2023	State Bonds	$4,000,000	Boardwalk and Shoreline Restoration
2023	TIF 6	$2,951,000	Boardwalk and Shoreline Restoration
2023	TIF 6	$808,500	Docks
2023	Wayzata Conservancy	$420,000	10 yrs. of operations and maintenance (Boardwalk & Section Foreman's House)
TBD	Wayzata Conservancy and/or Grants	$2,820,000	Depot Park
TBD	Wayzata Conservancy and/or Grants	$2,450,000	Eco Park and Boardwalk Loop
	Total	**$14,758,300**	



Significant Projects Planned for 2023-2032:

- 2023 – Interior Refresh - $157,500

Streets Fund (Fund #430)



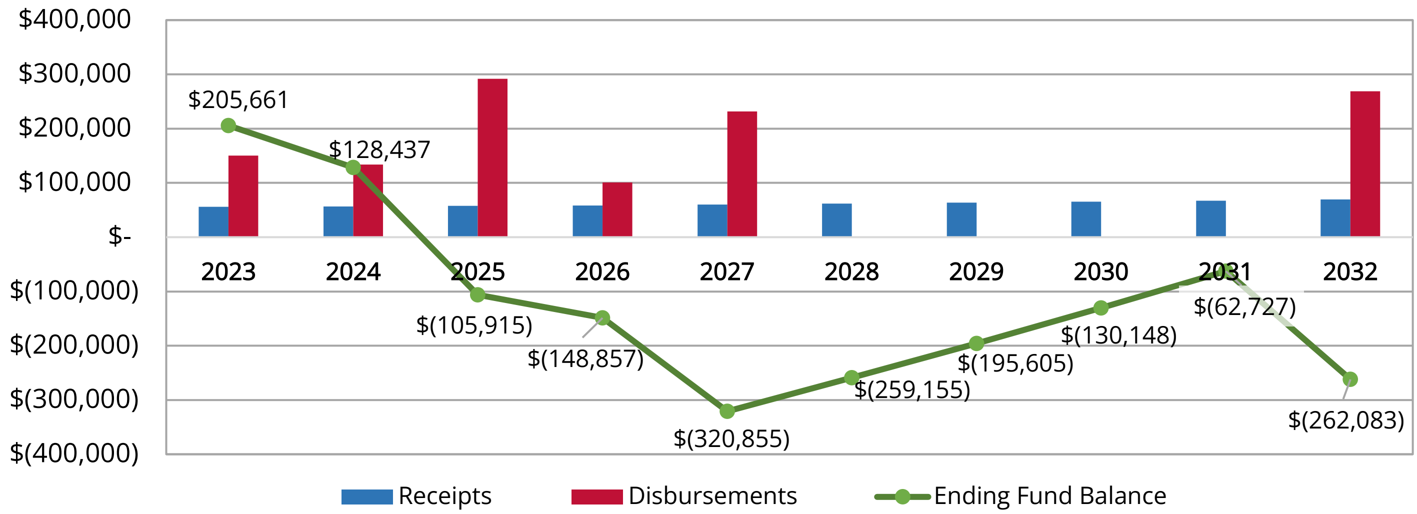
Significant Projects Planned for 2023-2032:

- 2023 – Traffic Signal Replacement at Wayzata Boulevard and Broadway - $304,300
- 2023 – Ferndale Sidewalk Construction – $540,800
- 2023 - Miscellaneous Streets & Sealcoats - $577,200
- 2024 – Miscellaneous Streets & Sealcoats - $1,131,000
- 2025 – Miscellaneous Streets & Sealcoats - $410,300
- 2026 – Miscellaneous Streets & Sealcoats - $318,500
- 2027 – Miscellaneous Streets & Sealcoats - $579.600
- 2027 – Wayzata Boulevard (US Bank to BP) Sidewalk - $345,100
- 2028 – Miscellaneous Streets & Sealcoats - $477,600
- 2029 – Miscellaneous Streets & Sealcoats - $891,700
- 2030 – Miscellaneous Streets & Sealcoats - $443,400
- 2030 – 101 & Wayzata Boulevard North of Bridge – Phase 3 - $2,045,100
- 2032 – Miscellaneous Streets & Sealcoats - $2,150,300

External Funding Sources:

Year	Source	Amount	Project
2023	TIF 6 and/or TIF 5	$52,500	Traffic Signal Replacement-Design
2023	TIF 6 and/or TIF 5	$137,400	Grove Ln (Street Improvements; two way & parking)
2023	TIF 6 and/or TIF 5	$304,300	Traffic Signal Replacement at Wayzata Boulevard and Broadway
2023	TIF 6 and/or TIF 5	$540,800	Ferndale Sidewalk Construction
2027	TIF 6 and/or TIF 5	$180,000	Wayzata Boulevard (US Bank to BP) Sidewalk
2030	Development	$2,045,100	101 & Wayzata Boulevard North of Bridge – Phase 3
	Total	**$3,260,100**	

Library Fund (Fund #437)

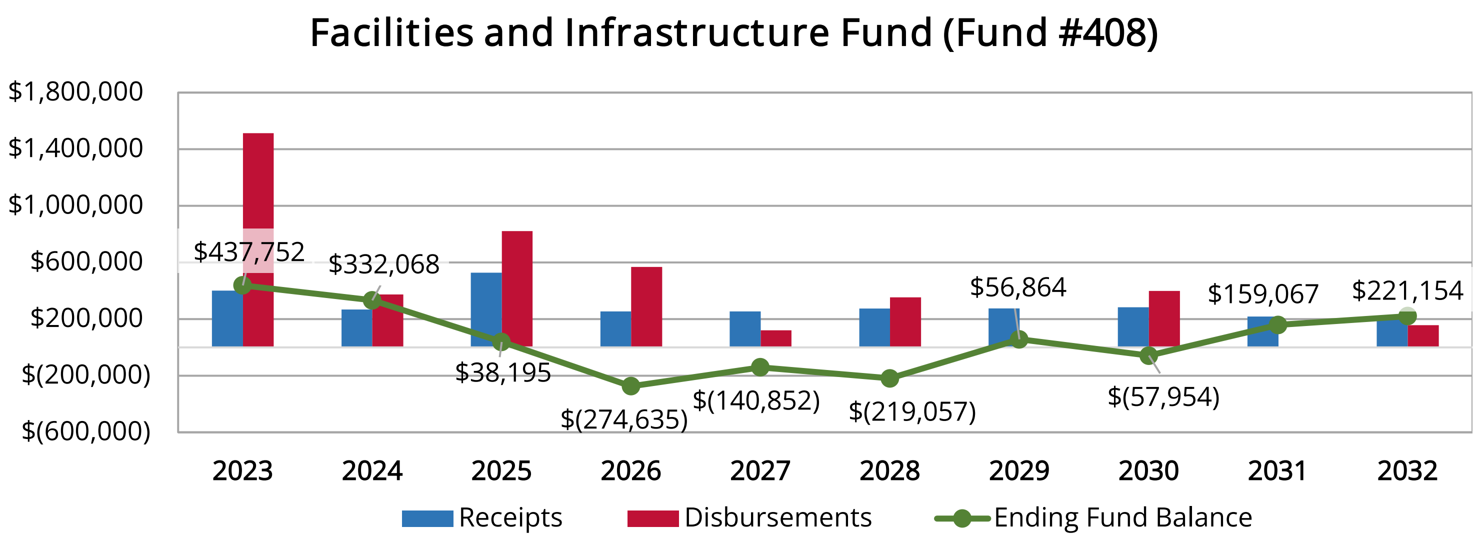


Significant Projects Planned for 2023-2032:

- 2025 – Window Replacement - $218,500
- 2027 – Window Replacement - $231,900
- 2032 – Window Replacement - $268,800

Other Funding Source Notes:

- Staff will meet with Hennepin County to discuss amending their lease agreement to reflect increases in costs.
- Additionally, staff will explore an interfund loan option to resolve fund balance issues.

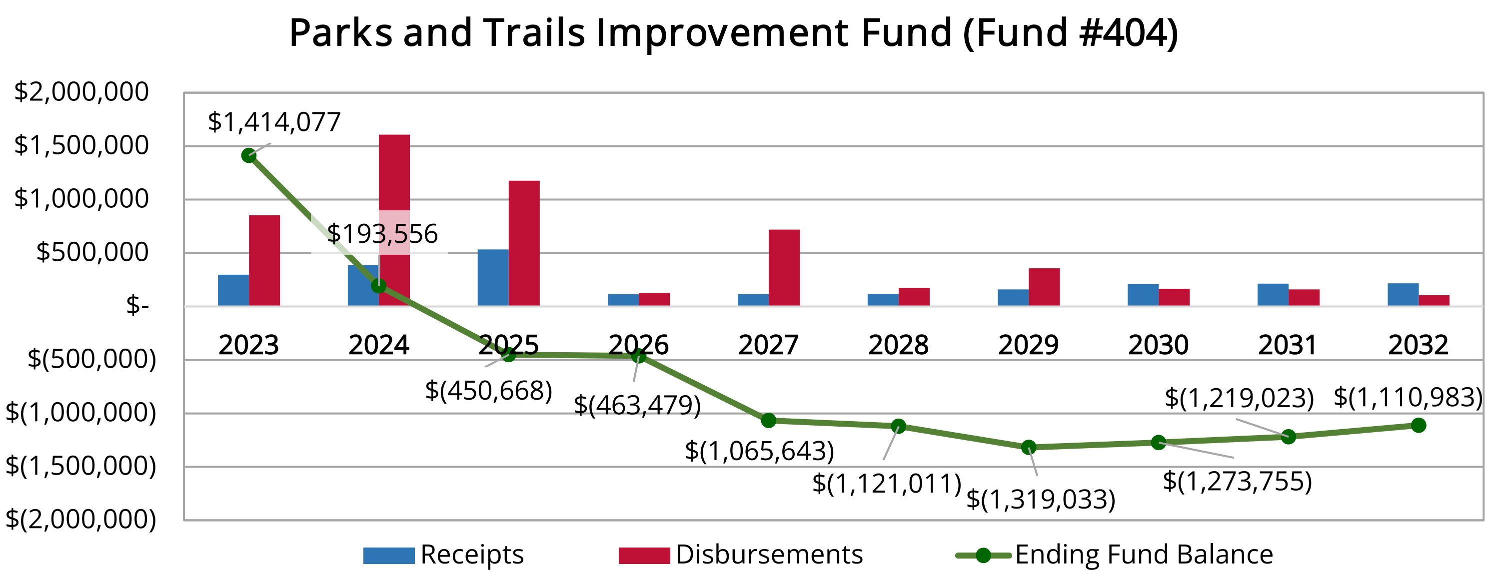


Significant Projects Planned for 2023-2032:

- 2023 – City Hall Window Replacements Phase 1 - $262,500
- 2023 – Solar Panels for City Facilities - $650,600
- 2024 – City Hall Window Replacements Phase 2 - $265,200
- 2025 – Street Light Replacement (City Hall, Mill street and Muni Parking Lots) - $202,700
- 2025 – City Hall Window Replacements Phase 3 - $273,200
- 2026 – City Hall Window Replacements Phase 4 - $281,400
- 2028 – Generator for City Hall, PD, and FD - $340,400
- 2030 – CSAH 101 (Bushaway Rd.) Xcel - $169,100

External Funding Sources:

Year	Source	Amount	Project
2023	Inflation Reduction Act	$195,162	Solar Panels for City Facilities
2025	TIF 6 and/or TIF 5	$301,300	Street Light Replacement Lake Street and City Parking Lots
2030	Hennepin County	$66,750	CSAH 101 (Bushaway Rd) Xcel
	Total	**$563,212**	



Significant Projects Planned for 2023-2032:

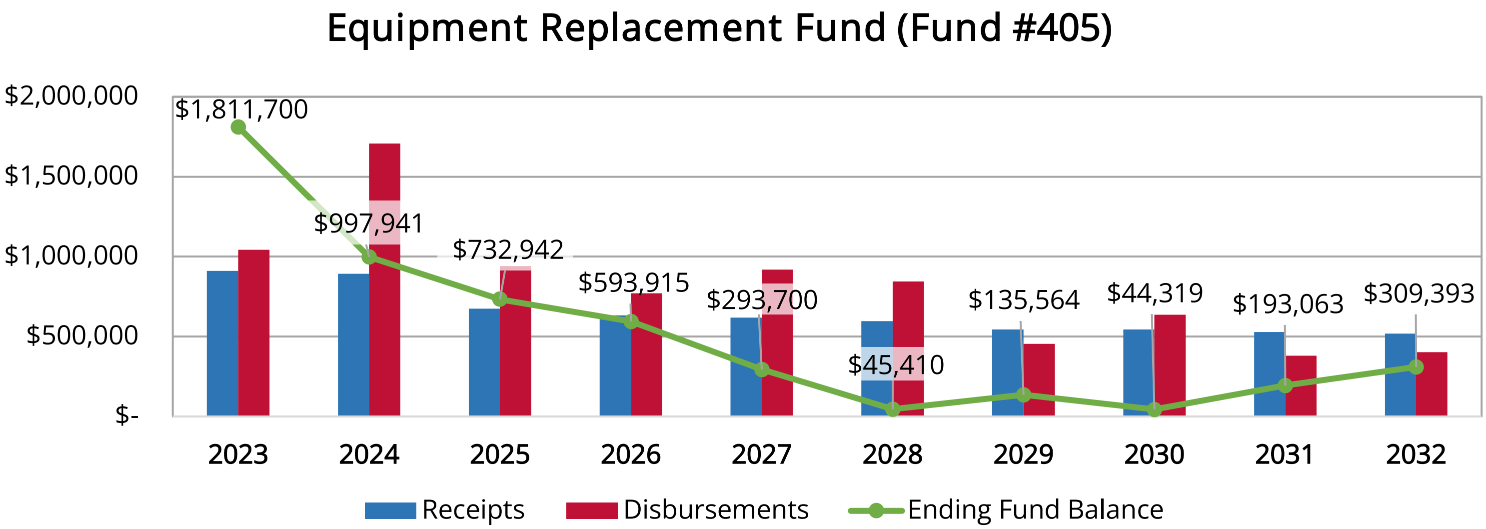
- 2023 – Reconstruction of Wayzata Middle School Tennis Courts - $235,400
- 2023 – Reconstruction of Bell Tennis Courts - $235,400
- 2024 – Wayfinding Signage Installations - $262,300
- 2024 – Klapprich Park Improvements - $992,900
- 2025 – Beach + Shaver Park Improvements - $527,000
- 2025 – Platform Tennis Paddle Ball Courts (2) - $546,400
- 2027 – Nature Center (signs, parking, restoration areas, path/boardwalk, etc.) - $626,000
- 2029 – Eastman Lane Addition of Trail and Boardwalk - $207,500

External Funding Sources:

Year	Source	Amount	Project
2023	Wayzata School District	$117,700	Reconstruction of Wayzata Middle School Tennis Courts
2024	TIF 6 and/or TIF 5	$262,300	Wayfinding Signage Installation
2025	Community Members	$417,650	Platform Tennis Paddle Ball Courts
	Total	**$797,650**	

Other Potential Funding Sources:

Year	Source	Amount	Project
2024	County and State Grants	$200,000 - $250,000	Klapprich Park Improvements
2023-2032	State Grants	Varies	Planting, Removal, & Management of City Trees (including EAB Management)



Significant Projects Planned for 2023-2032:

- 2023 – Council Chambers AV Replacements - $183,000
- 2023 – Dump Truck and Attachments - $298,000 (two parts in 2023/2024 due to long lead times)
- 2024 – Fire Department Air Pacs and Bottles - $212,000
- 2024 – Fire Department Ladder Truck Bond Payment - $303,076*
- 2024 – Fire Department #19 2004 Rescue Truck - $532,300
- 2025 – Police Squads 2101, 2102, and 2013 replacement and setup – $156,100
- 2025 – Fire Department Ladder Truck Bond Payment - $315,779*
- 2026 - Snow Blower (SnoGo WK800) for loader - $158,900
- 2026 – Fire Department Ladder Truck Bond Payment - $317,656*
- 2027 – Police Squads 154,155, 156 replacement and setup - $165,900
- 2027 – Dump Truck & Attachments - $207,300
- 2027 – Fire Department Ladder Truck Bond Payment - $318,954*
- 2028 - Replacement Vehicle for M-B MSV3 (sidewalk snow removal) - $186,800
- 2028 – Fire Department Ladder Truck Bond Payment - $314,728*
- 2030 – Front End Loader - $159,100
- 2030 – Street Sweeper - $272,700

** Bonds have not yet been issued for the Fire Department Ladder Truck. Bond payment amounts are estimates.*

Other Potential Funding Sources:

Year	Source	Amount	Project
2024	Federal Grant	$201,400	Fire Department Air Pacs and Bottles
2023-2032	Pull Tab Donations	Varies per year	Fire Department Equipment
	Total	**$201,400+**	

2023 Capital Project Summary

Equipment Replacement Fund

Survey Equipment	$2,700
Police Rifles (1 of 17 Per Year)	$3,200
Copier	$4,600
Replace Tasers (17 tasers)	$4,600
Postage Machine	$6,900
Z930M 54"Commercial Ztrak Riding Lawn Mower	$7,000
K- Saws (5)	$10,600
Exmark w/Bagger Riding Lawn Mower	$10,700
800MHz Radio Lease	$11,100
Trailer-For Hauling Lawn Equipment	$12,700
800MHz Radio Replacement	$13,300
Turnout Gear (4)	$15,900
City Hall Copier	$15,900
UTV	$16,600
Interview Camera System Replacement	$16,700
Squad Cameras	$17,000
Body Camera	$18,000
Computer Replacement	$31,000
Additional Officers Equipment	$31,300
1/2 Ton Pickup Truck (Chev 1500)	$31,500
Telephone System & VM	$31,800
Troy's Vehicle	$32,900
1 Ton Pickup Truck (Chev 1500) with hoist	$77,600
City AV Replacements - Tightrope Software	$79,800
Squads 156 and 158 replacement plus setup	$101,800
Dump Truck and Attachments (Tandem)	$121,000
#20 Pierce Impel 110' Ascendant Ladder Truck and Initial Equipment - Year 1	$134,546
Council Chambers AV Replacements	$183,000
Equipment Replacement Fund Total	**$1,043,746**

Downtown Parking District Fund

Structural Maintenance	$16,300
Downtown Parking Study - Update	$23,600
Maintenance	$52,700
Electric Vehicle Charging Stations - Lake and Barry Parking Lot	$73,500
Downtown Parking District Fund Total	**$166,100**

2023 Capital Project Summary

Facilities and Infrastructure Fund

Gate Controller at Public Works	$5,700
Paint Fire Department Apparatus Rooms	$8,600
Entry Heaters (Group A)-City Hall (3)	$8,900
Fire Department Garage Door Openers (4 doors)	$12,600
Facility Study - EOC needs and staffing growth	$16,300
Council Strategic Planning Facilitation	$16,300
Paint Interior (walls, trim) 12,000 sq. ft - FD	$16,400
Strategic Plan Process & Organizational Improvement Studies	$26,300
Replace Carpet 6,000 sq. ft - FD	$28,800
Records Management - Digitalization Project	$32,400
City Hall and Public Works LED Lighting Project	$46,500
Depot-Exterior Maint; Stucco Repairs, Window Trim Repairs, & Painting of Exterior	$51,600
Wayzata Blvd Corridor Study (Part 2)	$67,200
Reroof City Hall	$71,400
Zoning Study (Part 4 - Implementation)	$94,500
Reroof of Fire Station	$96,000
City Hall Window Replacements - Phase 1	$262,500
Solar Panels for City Facilities	$650,600
Facilities and Infrastructure Fund Total	**$1,512,600**

Lakefront Improvement Fund

Lobbying support	$43,300
Administration and Project Management Support	$74,600
Railroad crossing	$668,300
Docks	$808,500
Section Foreman House	$1,060,500
Boardwalk and Shoreline Restoration Project	$6,951,000
Lakefront Improvement Fund Total	**$9,606,200**

Library Fund

Water Heater-Library	$10,200
Replace Cork Floor Tile-Library	$14,300
Condensing Unit/AHU - Basement	$126,000
Library Fund Total	**$150,500**

2023 Capital Project Summary

Liquor Operations Enterprise Fund

24" GlassTender Mug Chiller (Every 5 years)	$2,600
36" True Bottle Beer Cooler	$2,900
Bar Hardware - Computer Terminals	$3,000
Toilet Partitions	$3,700
30" Traulsen Upright Freezer	$4,400
Overhead Garage Door Opener	$5,500
48" Randell Dessert Coolers (2)	$6,200
Wine & Spirits Exterior Window Box Signage	$7,400
Water Softener Replacement	$8,500
HVAC - Mitsubishi Split System Cassette (5 of 20)	$13,800
Water Heater Replacement	$13,800
Bar and Grill - Hardware and Credit Card Terminals	$16,300
Marketing Analysis - Bar and Grill	$21,000
POS System-Software	$21,600
Rebranding	$26,300
Wine and Spirits Website Updates/E-Commerce	$27,900
Exterior Signage for Wine and Spirits and Bar and Grill	$43,300
Landscaping and Irrigation	$52,500
Security System - replace cameras to higher definition	$70,400
HVAC Replacement	$105,000
Interior Refresh: Replace booths, tables, repaint interior, replace carpet	$157,500
Liquor Operations Enterprise Fund Total	**$613,600**

Parks & Trails Improvement Fund

Big Woods Addition of natural surface trail	$3,000
Little Woods Improvements	$5,000
Locust Hills Park-Identify Future Needs	$8,300
Tennis Court and Pickleball Design Development and Construction Documents	$10,500
City Hall Addition of gate and path	$11,800
Transient Boat Slips-In & Out Yearly	$12,400
Wrought iron fence maintenance - Heritage Park	$19,400
Wrought iron fence maintenance - Post Office Park	$27,600
Misc. Improvements (Beach/Shaver/Klapprich/Bell/Little Beach/Margaret)	$42,000
Wayfinding Signage Study	$54,100
Planting, Removal, & Management of City Trees (including Est. EAB Management)	$84,500
Klapprich Park Design Development and Construction Documents	$105,000
Reconstruction of Wayzata Middle School Tennis Courts (every 20 to 25 years)	$235,400
Reconstruction of Bell Tennis Court (every 20 to 25 years)	$235,400
Parks & Trails Improvement Fund Total	**$854,400**

2023 Capital Project Summary

Sewer Improvement Fund	
Truck Mounted Lift Station Hoist	$31,500
Upgrade #15 Lift station-North of Bovey Rd on Fire Lane	$42,800
Upgrade #2 Lift station-Gleason Lake Rd.	$46,300
Water Meters Replacement-50% Sewer	$313,400
Sewer Improvement Fund Total	**$434,000**
Stormwater Improvement Fund	
Survey of Ponds	$8,900
Villa Pond Outlet (ditch between Hughes and Zitzloff)	$40,600
Chicago Ave N Drainage	$91,400
Replace Storm Sewer at Klapprich Park	$98,800
Stormwater Improvement Fund Total	**$239,700**
Streets Fund	
Traffic Signal Replacement-Design	$52,500
Grove Ln (Street Improvements; two way & parking)	$137,400
Traffic Signal Replacement-Wayzata Blvd & Broadway	$304,300
Ferndale Sidewalk Construction	$540,800
2023 Miscellaneous Streets & Sealcoats	$577,200
Streets Fund Total	**$1,612,200**
Water Improvement Fund	
Implementation of Wellhead Objectives	$3,300
Well #4 Motor & Pump Purchase	$75,700
Water Meters Replacement-50% Water	$313,400
Water Improvement Fund Total	**$392,400**
Grand Total	**$15,581,700**

Water Improvement Fund #610

CAPITAL PROJECT SUMMARY

Project Year	Project	Current Cost	Estimated Cost (with Inflation) 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Other Funding Source	Other Funding Source Amount
2022	Implementation of Wellhead Objectives	3,800	3,800	-	-	-	-	-	-	-	-	-	-	-	-
2022	Water Leak Study (Every 3 Years)	6,500	6,500	-	-	-	-	-	-	-	-	-	-	-	-
2022	Install Valves in Distribution System	9,100	9,100	-	-	-	-	-	-	-	-	-	-	-	-
2022	Replace or Add Hydrants to System	9,100	9,100	-	-	-	-	-	-	-	-	-	-	-	-
2022	Ground Monitoring Well Required by DNR	33,700	33,700	-	-	-	-	-	-	-	-	-	-	-	-
2023	Implementation of Wellhead Objectives	3,100	-	3,300	-	-	-	-	-	-	-	-	-	-	-
2023	Well #4 Motor & Pump Purchase	72,100	-	75,700	-	-	-	-	-	-	-	-	-	-	-
2023	Water Meters Replacement-50% Water	298,500	-	313,400	-	-	-	-	-	-	-	-	-	-	-
2025	Water Leak Study (Every 3 Years)	6,500	-	-	-	7,100	-	-	-	-	-	-	-	-	-
2025	Renovate (WP#3) High Service Pump #1	11,600	-	-	-	12,700	-	-	-	-	-	-	-	-	-
2025	Well #3 Pump Replacement	46,400	-	-	-	50,700	-	-	-	-	-	-	-	-	-
2026	Renovate (WP#3) High Service Pump #2	11,600	-	-	-	-	13,100	-	-	-	-	-	-	-	-
2026	Well #5 Pump and Booster Replacement	46,400	-	-	-	-	52,200	-	-	-	-	-	-	-	-
2027	Renovate (WP#3) High Service Pump #3	11,600	-	-	-	-	-	13,400	-	-	-	-	-	-	-
2028	Water Leak Study (Every 3 Years)	6,500	-	-	-	-	-	-	7,800	-	-	-	-	-	-
2028	Repaint Water Tower	618,000	-	-	-	-	-	-	737,900	-	-	-	-	-	-
2029	Reroof Filter Plant #3	48,100	-	-	-	-	-	-	-	59,200	-	-	-	-	-
2029	Replace Sand in Iron Removal Tanks-WTP-3	178,300	-	-	-	-	-	-	-	219,300	-	-	-	-	-
2030	New Well #6 (Page 3; paragraph 1.5)	597,100	-	-	-	-	-	-	-	-	756,400	-	-	-	-
2030	Hillside Dr WM and Ferndale W Connection	944,400	-	-	-	-	-	-	-	-	1,196,300	-	-	Special Assessments	607,760
2031	Water Leak Study (Every 3 Years)	6,500	-	-	-	-	-	-	-	-	-	8,500	-	-	-
2032	Re-Roof of Filter Plant #2	12,100	-	-	-	-	-	-	-	-	-	-	16,300	-	-
		$ 2,981,000	**$ 62,200**	**$ 392,400**	**$ -**	**$ 70,500**	**$ 65,300**	**$ 13,400**	**$ 745,700**	**$ 278,500**	**$ 1,952,700**	**$ 8,500**	**$ 16,300**		**$ 607,760**
			-	-	-	-	-	-	-	-	-	-	-		-

PROJECTED CASH FLOWS

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
CASH FLOWS FROM OPERATING ACTIVITIES											
Receipts from customers and users	$ 1,176,627	$ 1,197,165	$ 1,218,186	$ 1,259,849	$ 1,308,872	$ 1,356,265	$ 1,396,953	$ 1,438,862	$ 1,482,027	$ 1,526,488	$ 1,572,283
Other operating receipts	-	-	-	-	-	-	-	-	-	-	-
Receipts from (payments to) customer deposits	-	-	-	-	-	-	-	-	-	-	-
Payments to suppliers	(315,104)	(330,859)	(340,785)	(351,009)	(361,539)	(372,385)	(383,557)	(395,063)	(406,915)	(419,123)	(431,696)
Payments to employees	(298,569)	(313,498)	(322,903)	(332,590)	(342,567)	(352,844)	(363,429)	(374,332)	(385,562)	(397,129)	(409,043)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	**562,954**	**552,808**	**554,498**	**576,250**	**604,766**	**631,036**	**649,967**	**669,466**	**689,550**	**710,237**	**731,544**
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES											
Transfers from other funds	-	-	-	-	-	-	-	-	-	-	-
Transfer to Lakefront Fund											
Transfers to other funds	(71,000)	(93,000)	(101,000)	(91,000)	(91,000)	(91,000)	(91,000)	(81,000)	(81,000)	(81,000)	(71,000)
NET CASH PROVIDED (USED) BY NONCAPITAL FINANCING ACTIVITIES	**(71,000)**	**(93,000)**	**(101,000)**	**(91,000)**	**(91,000)**	**(91,000)**	**(91,000)**	**(81,000)**	**(81,000)**	**(81,000)**	**(71,000)**
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES											
Capital Outlay	(62,200)	(392,400)	-	(70,500)	(65,300)	(13,400)	(745,700)	(278,500)	(1,952,700)	(8,500)	(16,300)
Proceeds from bonds issued	-	-	-	-	-	-	-	-	607,760	-	-
Special assessments	-	-	-	-	-	-	-	-	89,138	85,896	82,655
Special assessments	47,105	45,535	43,964	42,394	40,824	39,254	-	-	-	-	-
Connection fees	25,920	26,700	27,500	28,330	29,180	30,060	-	-	-	-	-
Contribution of capital assets	-	-	-	-	-	-	-	-	-	-	-
Interest paid on long-term debt	(84,963)	(77,050)	(68,838)	(60,488)	(51,838)	(42,750)	-	-	-	-	-
Principal paid on long-term debt	(270,000)	(280,000)	(285,000)	(295,000)	(310,000)	(315,000)	-	-	-	-	-
NET CASH PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES	**(344,138)**	**(677,215)**	**(282,374)**	**(355,264)**	**(357,134)**	**(301,836)**	**(745,700)**	**(278,500)**	**(1,255,802)**	**77,396**	**66,355**
CASH FLOWS FROM INVESTING ACTIVITIES											
Investment earnings	22,093	23,793	21,856	23,786	25,324	27,143	29,797	28,228	31,609	25,453	32,774
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	**169,909**	**(193,614)**	**192,981**	**153,773**	**181,956**	**265,343**	**(156,936)**	**338,194**	**(615,642)**	**732,086**	**759,673**
CASH AND CASH EQUIVALENTS, JANUARY 1	2,209,343	2,379,252	2,185,638	2,378,619	2,532,391	2,714,348	2,979,691	2,822,755	3,160,949	2,545,307	3,277,393
CASH AND CASH EQUIVALENTS, DECEMBER 31	**$ 2,379,252**	**$ 2,185,638**	**$ 2,378,619**	**$ 2,532,391**	**$ 2,714,348**	**$ 2,979,691**	**$ 2,822,755**	**$ 3,160,949**	**$ 2,545,307**	**$ 3,277,393**	**$ 4,037,066**

Sewer Improvement Fund #620

CAPITAL PROJECT SUMMARY

Estimated Cost (with Inflation)

Project Year	Project	Current Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Other Funding Source	Other Funding Source Amount
2022	Repair / Upgrade of Sewer Lines	17,900	17,900	-	-	-	-	-	-	-	-	-	-	-	-
2022	Upgrade #16 Lift station-Far Hill Rd	18,600	18,600	-	-	-	-	-	-	-	-	-	-	-	-
2022	Inflow & Infiltration Investigation - Phase 1(East Side of City)	39,000	39,000	-	-	-	-	-	-	-	-	-	-		
2022	Upgrade #3 Lift station-Gleason Lake Rd	40,800	40,800	-	-	-	-	-	-	-	-	-	-	-	-
2022	Upgrade #20 Lift station-PW Facility	46,600	46,600	-	-	-	-	-	-	-	-	-	-	-	-
2022	Sewer Lining	420,000	420,000	-	-	-	-	-	-	-	-	-	-	-	-
2023	Truck Mounted Lift Station Hoist	30,000	-	31,500	-	-	-	-	-	-	-	-	-	-	-
2023	Upgrade #15 Lift station-North of Bovey Rd on Fire Lane	40,800	-	42,800	-	-	-	-	-	-	-	-	-	-	-
2023	Upgrade #2 Lift station-Gleason Lake Rd.	44,100	-	46,300	-	-	-	-	-	-	-	-	-	-	-
2023	Water Meters Replacement-50% Sewer	298,500	-	313,400	-	-	-	-	-	-	-	-	-	-	-
2024	Upgrade #17 Lift station-West of Harrington Rd	11,500	-	-	12,200	-	-	-	-	-	-	-	-	-	-
2024	Upgrade #8 Lift station-Margaret Cir	44,100	-	-	46,800	-	-	-	-	-	-	-	-	-	-
2026	Upgrade #6 Lift station-Peavey Bridge	42,400	-	-	-	-	47,700	-	-	-	-	-	-	-	-
2026	Sewer Lining	340,300	-	-	-	-	383,000	-	-	-	-	-	-	-	-
2027	Upgrade #21 Lift station-South Frontage Rd East of Hold. Terrace	43,300	-	-	-	-	-	50,200	-	-	-	-	-	-	-
2027	Upgrade #18 Lift station-Redeemer Church	45,000	-	-	-	-	-	52,200	-	-	-	-	-	-	-
2027	Upgrade #13 Lift station-Reno St.	52,200	-	-	-	-	-	60,500	-	-	-	-	-	-	-
2027	Upgrade #24 Lift station-(was Mill St.)	108,900	-	-	-	-	-	126,200	-	-	-	-	-	-	-
2028	Upgrade #22 Lift station-Locust Hills	40,800	-	-	-	-	-	-	48,700	-	-	-	-	-	-
2029	Upgrade #10 Lift station-Pillsbury Addition	37,400	-	-	-	-	-	-	-	46,000	-	-	-	-	-
2029	Upgrade #23 Lift station-Locust Hills @ South End	40,800	-	-	-	-	-	-	-	50,200	-	-	-	-	-
2029	Sewer Lining	298,500	-	-	-	-	-	-	-	367,100	-	-	-	-	-
2030	Install Sanitary Sewer-Hillside Drive	755,700	-	-	-	-	-	-	-	-	957,300	-	-	Special Assessments	478,650
2031	Upgrade #14 Lift station-Birch Bend	47,800	-	-	-	-	-	-	-	-	-	62,400	-	-	-
2031	Upgrade #5 Lift station-Grove Lane (Beach)	47,800	-	-	-	-	-	-	-	-	-	62,400	-	-	-
2031	Upgrade #9 Lift station-Bushaway Rd	47,800	-	-	-	-	-	-	-	-	-	62,400	-	-	-
2032	Upgrade #1 Lift station-Shady Lane Area	19,100	-	-	-	-	-	-	-	-	-	-	25,700	-	-
2032	Sewer Lining	298,500	-	-	-	-	-	-	-	-	-	-	401,200	-	-
		$ 3,318,200	**$ 582,900**	**$ 434,000**	**$ 59,000**	**$ -**	**$ 430,700**	**$ 289,100**	**$ 48,700**	**$ 463,300**	**$ 957,300**	**$ 187,200**	**$ 426,900**		**$ 478,650**
			-	-	-	-	-	-	-	-	-	-	-		-

PROJECTED CASH FLOWS

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
CASH FLOWS FROM OPERATING ACTIVITIES											
Receipts from customers and users	$ 1,551,603	$ 1,562,904	$ 1,574,284	$ 1,635,233	$ 1,687,576	$ 1,746,783	$ 1,799,186	$ 1,853,162	$ 1,908,757	$ 1,966,020	$ 2,025,000
Other operating receipts	5,711	5,882	6,059	6,240	6,428	6,620	6,819	7,024	7,234	7,451	7,675
Payments to suppliers	(686,684)	(721,018)	(742,649)	(764,928)	(787,876)	(811,512)	(835,857)	(860,933)	(886,761)	(913,364)	(940,765)
Payments to employees	(294,916)	(309,662)	(318,952)	(328,521)	(338,376)	(348,528)	(358,984)	(369,753)	(380,846)	(392,271)	(404,039)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	**575,714**	**538,106**	**518,742**	**548,024**	**567,752**	**593,363**	**611,164**	**629,499**	**648,384**	**667,836**	**687,871**
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES											
Transfers to other funds	(91,000)	(124,000)	(131,000)	(121,000)	(121,000)	(111,000)	(111,000)	(111,000)	(101,000)	(101,000)	(91,000)
NET CASH PROVIDED (USED) BY NONCAPITAL FINANCING ACTIVITIES	**(91,000)**	**(124,000)**	**(131,000)**	**(121,000)**	**(121,000)**	**(111,000)**	**(111,000)**	**(111,000)**	**(101,000)**	**(101,000)**	**(91,000)**
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES											
Capital Outlay	(582,900)	(434,000)	(59,000)	-	(430,700)	(289,100)	(48,700)	(463,300)	(957,300)	(187,200)	(426,900)
Principal paid on long-term debt	-	-	-	-	-	-	-	-	-	-	-
Interest paid on long-term debt	-	-	-	-	-	-	-	-	-	-	-
Proceeds from bonds issued	-	-	-	-	-	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-	-	-	70,202	67,649	65,096
TIF	-	-	-	-	-	-	-	-	38,292	35,739	33,186
Developer funding revenue	-	-	-	-	-	-	-	-	-	-	-
Other project funding revenue	-	85,000	-	-	-	-	-	-	-	-	-
Special assessments	67,034	64,455	61,877	59,299	56,721	54,143	-	-	-	-	-
Connection fees	10,000	10,000	10,000	10,000	10,000	10,000	-	-	-	-	-
Interest paid on long-term debt	(6,450)	(5,250)	(4,050)	(2,700)	(1,350)		-	-	-	-	-
Principal paid on long-term debt	(40,000)	(40,000)	(45,000)	(45,000)	(45,000)		-	-	-	-	-
NET CASH PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES	**(552,316)**	**(319,795)**	**(36,173)**	**21,599**	**(410,329)**	**(224,957)**	**(48,700)**	**(463,300)**	**(848,806)**	**(83,812)**	**(328,618)**
CASH FLOWS FROM INVESTING ACTIVITIES											
Investment earnings	13,419	12,878	13,950	17,605	22,267	22,854	25,656	30,428	31,284	28,583	33,699
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	**(54,183)**	**107,189**	**365,518**	**466,228**	**58,690**	**280,260**	**477,121**	**85,627**	**(270,138)**	**511,606**	**301,951**
CASH AND CASH EQUIVALENTS, JANUARY 1	1,341,944	1,287,761	1,394,950	1,760,468	2,226,696	2,285,386	2,565,646	3,042,767	3,128,394	2,858,256	3,369,862
CASH AND CASH EQUIVALENTS, DECEMBER 31	**$ 1,287,761**	**$ 1,394,950**	**$ 1,760,468**	**$ 2,226,696**	**$ 2,285,386**	**$ 2,565,646**	**$ 3,042,767**	**$ 3,128,394**	**$ 2,858,256**	**$ 3,369,862**	**$ 3,671,814**

Stormwater Improvement Fund #670

CAPITAL PROJECT SUMMARY

Project Year	Project	Current Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Other Funding Source	Other Funding Source Amount
			Estimated Cost (with Inflation)												
2022	Central Ave to Nature Center Ditch Maintenance	53,000	53,000	-	-	-	-	-	-	-	-	-	-	-	-
2022	Wayzata Boulevard Culvert Repair (WCC)	82,400	82,400	-	-	-	-	-	-	-	-	-	-	-	-
2022	Lasalle Pond Maintenance	170,000	170,000	-	-	-	-	-	-	-	-	-	-	-	-
2023	Survey of Ponds	8,500	-	8,900	-	-	-	-	-	-	-	-	-	-	-
2023	Villa Pond Outlet (ditch between Hughes and Zitzloff)	38,700	-	40,600	-	-	-	-	-	-	-	-	-	Development	40,600
2023	Chicago Ave N Drainage	87,000	-	91,400	-	-	-	-	-	-	-	-	-	-	-
2023	Replace Storm Sewer at Klapprich Park	94,100	-	98,800	-	-	-	-	-	-	-	-	-	-	-
2024	Survey of Ponds	8,500	-	-	9,000	-	-	-	-	-	-	-	-	-	-
2024	Margaret Addition of rain garden	11,200	-	-	11,900	-	-	-	-	-	-	-	-	-	-
2025	Bovey Rd.-South Of Peavey La.: Cul De Sac Ditch Repairs cause of erosion.	18,000	-	-	-	19,700	-	-	-	-	-	-	-	-	-
2025	Wetland Bank Site (N. Broadway Site) Phase 2	34,000	-	-	-	37,200	-	-	-	-	-	-	-	-	-
2026	Beach+Shaver Drainage improvements	33,800	-	-	-	-	38,000	-	-	-	-	-	-	-	-
2026	Methodist Center To T.H. 12	67,900	-	-	-	-	76,400	-	-	-	-	-	-	-	-
2027	Central Ave South Drainage Project	150,600	-	-	-	-	-	174,600	-	-	-	-	-	-	-
2030	Wet Land Enhancement Project (N. Broadway) - Pond Site (West Side of Broad.)	253,400	-	-	-	-	-	-	-	-	321,000	-	-	-	-
		$ 1,111,100	**$ 305,400**	**$ 239,700**	**$ 20,900**	**$ 56,900**	**$ 114,400**	**$ 174,600**	**$ -**	**$ -**	**$ 321,000**	**$ -**	**$ -**	**$ - $ -**	**$ 40,600**
			-	-	-	-	-	-	-	-	-	-	-		-

PROJECTED CASH FLOWS

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
CASH FLOWS FROM OPERATING ACTIVITIES											
Receipts from customers and users	$ 363,673	$ 419,162	$ 462,111	$ 509,457	$ 525,910	$ 542,892	$ 559,179	$ 575,954	$ 593,233	$ 611,030	$ 629,361
Other operating receipts	62	64	66	68	70	72	74	76	78	81	83
Payments to suppliers	(192,650)	(198,430)	(204,383)	(210,514)	(216,829)	(223,334)	(230,034)	(236,935)	(244,043)	(251,365)	(258,906)
Payments to employees	(68,327)	(72,426)	(76,772)	(81,378)	(86,261)	(91,436)	(96,923)	(102,738)	(108,902)	(115,436)	(122,362)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	**102,758**	**148,370**	**181,022**	**217,632**	**222,889**	**228,193**	**232,296**	**236,357**	**240,365**	**244,309**	**248,176**
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES											
Transfers in											
Transfers out - General Fund	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
Transfers out - Streets	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)
Transfer to Lakefront - Per 5/29/18 Meeting to transfer projects into Lake Effect	-	-	-	-	-	-	-	-	-	-	-
NET CASH PROVIDED (USED) BY NONCAPITAL FINANCING ACTIVITIES	**(65,000)**	**(65,000)**	**(65,000)**	**(65,000)**	**(65,000)**	**(65,000)**	**(65,000)**	**(65,000)**	**(65,000)**	**(65,000)**	**(65,000)**
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES											
Capital Outlay	(305,400)	(239,700)	(20,900)	(56,900)	(114,400)	(174,600)	-	-	(321,000)	-	-
Principal paid on long-term debt	-	-	-	-	-	-	-	-	-	-	-
Interest paid on long-term debt	-	-	-	-	-	-	-	-	-	-	-
Proceeds from bonds issued	-	-	-	-	-	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-	-	-	-	-	-
TIF	-	-	-	-	-	-	-	-	-	-	-
Developer funding revenue	-	40,600	-	-	-	-	-	-	-	-	-
Other project funding revenue	-	-	-	-	-	-	-	-	-	-	-
NET CASH PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES	**(305,400)**	**(199,100)**	**(20,900)**	**(56,900)**	**(114,400)**	**(174,600)**	**-**	**-**	**(321,000)**	**-**	**-**
CASH FLOWS FROM INVESTING ACTIVITIES											
Investment earnings	4,374	1,741	601	1,559	2,532	2,992	2,908	4,610	6,369	4,977	6,820
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	**(263,268)**	**(113,989)**	**95,724**	**97,291**	**46,021**	**(8,415)**	**170,203**	**175,967**	**(139,265)**	**184,286**	**189,995**
CASH AND CASH EQUIVALENTS, JANUARY 1	437,397	174,129	60,140	155,864	253,155	299,176	290,761	460,964	636,930	497,665	681,951
CASH AND CASH EQUIVALENTS, DECEMBER 31	**$ 174,129**	**$ 60,140**	**$ 155,864**	**$ 253,155**	**$ 299,176**	**$ 290,761**	**$ 460,964**	**$ 636,930**	**$ 497,665**	**$ 681,951**	**$ 871,946**

Cemetery Fund #232

CAPITAL PROJECT SUMMARY

Project	Current Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Columbarium	???	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	-	-	-	-	-	-	-	-	-	-	-	-

PROJECTED CASH FLOWS

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
REVENUES											
Investment earnings	221	179	136	96	61	33	14	5	8	25	60
Charges for services	5,211	5,472	6,019	6,922	7,960	9,154	10,527	12,106	13,922	16,011	18,412
TOTAL REVENUES	**5,432**	**5,651**	**6,155**	**7,018**	**8,021**	**9,188**	**10,541**	**12,111**	**13,930**	**16,036**	**18,473**
EXPENDITURES											
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-
Personal expense	9,605	9,894	10,190	10,496	10,811	11,135	11,469	11,813	12,168	12,533	12,909
TOTAL EXPENDITURES	**9,605**	**9,894**	**10,190**	**10,496**	**10,811**	**11,135**	**11,469**	**11,813**	**12,168**	**12,533**	**12,909**
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(4,174)	(4,243)	(4,035)	(3,478)	(2,789)	(1,948)	(928)	298	1,762	3,503	5,564
NET CHANGE IN FUND BALANCES	(4,174)	(4,243)	(4,035)	(3,478)	(2,789)	(1,948)	(928)	298	1,762	3,503	5,564
FUND BALANCES, JANUARY 1	22,061	17,888	13,645	9,610	6,132	3,342	1,395	467	764	2,527	6,030
FUND BALANCES, DECEMBER 31	**$ 17,888**	**$ 13,645**	**$ 9,610**	**$ 6,132**	**$ 3,342**	**$ 1,395**	**$ 467**	**$ 764**	**$ 2,527**	**$ 6,030**	**$ 11,593**

Downtown Parking District Fund #401

CAPITAL PROJECT SUMMARY

Project Year	Project	Current Cost	Estimated Cost (with Inflation) 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
2022	Structural Maintenance	15,500	15,500	-	-	-	-	-	-	-	-	-	-
2022	Downtown Parking Study	20,600	20,600	-	-	-	-	-	-	-	-	-	-
2022	Maintenance	50,200	50,200	-	-	-	-	-	-	-	-	-	-
2023	Structural Maintenance	15,500	-	16,300	-	-	-	-	-	-	-	-	-
2023	Downtown Parking Study - Update	22,500	-	23,600	-	-	-	-	-	-	-	-	-
2023	Maintenance	50,200	-	52,700	-	-	-	-	-	-	-	-	-
2023	Electric Vehicle Charging Stations - Lake and B	70,000	-	73,500	-	-	-	-	-	-	-	-	-
2024	Downtown Parking Study	15,500	-	-	16,400	-	-	-	-	-	-	-	-
2024	Structural Maintenance	15,500	-	-	16,400	-	-	-	-	-	-	-	-
2024	Maintenance	50,200	-	-	53,300	-	-	-	-	-	-	-	-
2025	Structural Maintenance	15,500	-	-	-	16,900	-	-	-	-	-	-	-
2025	Downtown Parking Study	22,500	-	-	-	24,600	-	-	-	-	-	-	-
2025	Maintenance	50,200	-	-	-	54,900	-	-	-	-	-	-	-
2026	Structural Maintenance	15,500	-	-	-	-	17,400	-	-	-	-	-	-
2026	Downtown Parking Study	22,500	-	-	-	-	25,300	-	-	-	-	-	-
2026	Maintenance	50,200	-	-	-	-	56,500	-	-	-	-	-	-
2027	Structural Maintenance	15,500	-	-	-	-	-	18,000	-	-	-	-	-
2027	Maintenance	50,200	-	-	-	-	-	58,200	-	-	-	-	-
2028	Structural Maintenance	15,500	-	-	-	-	-	-	18,500	-	-	-	-
2028	Maintenance	50,200	-	-	-	-	-	-	59,900	-	-	-	-
2029	Structural Maintenance	15,500	-	-	-	-	-	-	-	19,100	-	-	-
2029	Maintenance	50,200	-	-	-	-	-	-	-	61,700	-	-	-
2030	Structural Maintenance	15,500	-	-	-	-	-	-	-	-	19,600	-	-
2030	Maintenance	50,200	-	-	-	-	-	-	-	-	63,600	-	-
TBD	Muni Parking Lot Reconfiguration	???	-	-	-	-	-	-	-	-	-	-	-
		$ 764,900	$ 86,300	$ 166,100	$ 86,100	$ 96,400	$ 99,200	$ 76,200	$ 78,400	$ 80,800	$ 83,200	$ -	$ -

PROJECTED CASH FLOWS

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
REVENUES											
Investment earnings	5,237	5,334	4,634	4,727	4,717	4,680	4,873	5,045	5,195	5,323	6,284
Fee-in-lieu of Parking Policy	89,558	89,558	89,558	89,558	89,558	89,558	89,558	89,558	89,558	89,558	89,558
EV Charging Fees	1,207	1,207	1,207	1,207	1,207	1,207	1,207	1,207	1,207	1,207	1,207
TOTAL REVENUES	**96,002**	**96,099**	**95,399**	**95,492**	**95,483**	**95,445**	**95,638**	**95,810**	**95,960**	**96,088**	**97,049**
EXPENDITURES											
Capital Outlay	86,300	166,100	86,100	96,400	99,200	76,200	78,400	80,800	83,200	-	-
TOTAL EXPENDITURES	**86,300**	**166,100**	**86,100**	**96,400**	**99,200**	**76,200**	**78,400**	**80,800**	**83,200**	**-**	**-**
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	9,702	(70,001)	9,299	(908)	(3,717)	19,245	17,238	15,010	12,760	96,088	97,049
OTHER FINANCING (USES) AND SOURCES											
TOTAL OTHER FINANCING SOURCES (USES)	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
NET CHANGE IN FUND BALANCES	9,702	(70,001)	9,299	(908)	(3,717)	19,245	17,238	15,010	12,760	96,088	97,049
FUND BALANCES, JANUARY 1	523,659	533,361	463,360	472,658	471,750	468,032	487,278	504,515	519,525	532,286	628,374
FUND BALANCES, DECEMBER 31	**$ 533,361**	**$ 463,360**	**$ 472,658**	**$ 471,750**	**$ 468,032**	**$ 487,278**	**$ 504,515**	**$ 519,525**	**$ 532,286**	**$ 628,374**	**$ 725,422**

Marina Improvement Fund #660

CAPITAL PROJECT SUMMARY

Project Year	Project	Current Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
			Estimated Cost (with Inflation)										
2024	Dredging Marina	156,000	-	-	165,500	-	-	-	-	-	-	-	-
2026	Dredging Channel	13,500	-	-	-	-	15,200	-	-	-	-	-	-
2026	Complete Replacement of Marina Docks & Decking	270,000	-	-	-	-	303,900	-	-	-	-	-	-
2027	Security Cameras	20,000	-	-	-	-	-	23,200	-	-	-	-	-
2030	Dredging Channel	13,500	-	-	-	-	-	-	-	-	17,100	-	-
2032	Security Cameras	20,000	-	-	-	-	-	-	-	-	-	-	26,900
TBD	Electrical Upgrades and Outlets by Slips	TBD	-	-	-	-	-	-	-	-	-	-	-
		$ 493,000	**$ -**	**$ -**	**$ 165,500**	**$ -**	**$ 319,100**	**$ 23,200**	**$ -**	**$ -**	**$ 17,100**	**$ -**	**$ 26,900**
			-	-	-	-	-	-	-	-	-	-	-

Marina Improvement Fund
Fund #660

PROJECTED CASH FLOWS

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
CASH FLOWS FROM OPERATING ACTIVITIES											
Receipts from customers and users		$ 215,607	$ 222,075	$ 228,737	$ 235,600	$ 242,668	$ 249,948	$ 257,446	$ 265,169	$ 273,124	$ 281,318
Other operating receipts											
Payments to suppliers		(17,852)	(18,388)	(18,939)	(19,507)	(20,093)	(20,695)	(21,316)	(21,956)	(22,614)	(23,293)
Payments to employees		(44,963)	(46,312)	(47,701)	(49,132)	(50,606)	(52,124)	(53,688)	(55,299)	(56,958)	(58,667)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	**-**	**152,792**	**157,376**	**162,097**	**166,960**	**171,969**	**177,128**	**182,442**	**187,915**	**193,552**	**199,359**
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES											
Transfers from other funds	-	-	-	-	-	-	-	-	-	-	-
Transfers to other funds	-	-	-	-	-	-	-	-	-	-	-
NET CASH PROVIDED (USED) BY NONCAPITAL FINANCING ACTIVITIES	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES											
Capital Outlay	-	-	(165,500)	-	(319,100)	(23,200)	-	-	(17,100)	-	(26,900)
NET CASH PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES	**-**	**-**	**(165,500)**	**-**	**(319,100)**	**(23,200)**	**-**	**-**	**(17,100)**	**-**	**(26,900)**
CASH FLOWS FROM INVESTING ACTIVITIES											
Investment earnings	-	-	1,528	1,462	3,098	1,607	3,111	4,913	6,787	8,563	10,584
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		**152,792**	**(6,596)**	**163,559**	**(149,043)**	**150,376**	**180,239**	**187,355**	**177,602**	**202,115**	**183,043**
CASH AND CASH EQUIVALENTS, JANUARY 1		-	152,792	146,196	309,755	160,712	311,088	491,327	678,682	856,283	1,058,398
CASH AND CASH EQUIVALENTS, DECEMBER 31	**$ -**	**$ 152,792**	**$ 146,196**	**$ 309,755**	**$ 160,712**	**$ 311,088**	**$ 491,327**	**$ 678,682**	**$ 856,283**	**$ 1,058,398**	**$ 1,241,441**

Lakefront Improvement Fund #233

CAPITAL PROJECT SUMMARY

Project Year	Project	Current Cost	Estimated Cost (with Inflation) 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Other Funding Source	Other Funding Source Amount
2022	Panoway Dock Study	25,000	25,000	-	-	-	-	-	-	-	-	-	-	-	-
2022	Lobbying support	41,200	41,200	-	-	-	-	-	-	-	-	-	-		-
2022	Administration and Project Management Support	51,500	51,500	-	-	-	-	-	-	-	-	-	-		-
2023	Lobbying support	41,200	-	43,300	-	-	-	-	-	-	-	-	-		-
2023	Administration and Project Management Support	71,000	-	74,600	-	-	-	-	-	-	-	-	-		-
2023	Railroad crossing	636,500	-	668,300	-	-	-	-	-	-	-	-	-		-
2023	Docks	770,000	-	808,500	-	-	-	-	-	-	-	-	-	TIF	808,500
2023	Section Foreman House	1,010,000	-	1,060,500	-	-	-	-	-	-	-	-	-	Grants and Private Funds. Delayed to 2023	1,060,500
2023	Boardwalk and Shoreline Restoration Project	6,620,000	-	6,951,000	-	-	-	-	-	-	-	-	-	State Bond, Grants, TIF and Private Funds	6,951,000
2024	Wrought iron fence maintenance - Panoway	64,400	-	-	68,300	-	-	-	-	-	-	-	-	Updated with new breakdown and cost estimates	-
TBD	Eco Park and Boardwalk Loop	2,450,000	-	-	-	-	-	-	-	-	-	-	-	Private Funds	2,450,000
TBD	Depot Park	2,820,000	-	-	-	-	-	-	-	-	-	-	-	Private Funds	2,820,000
		$ 14,600,800	$ 117,700	$ 9,606,200	$ 68,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,090,000
			-	-	-	-	-	-	-	-	-	-	-		-

PROJECTED CASH FLOWS

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
REVENUES											
Intergovernmental											
State Aid - RR Crossing		400,000	-	-	-	-	-	-	-	-	-
Investment earnings	7,069	4,962	7,033	6,000	5,640	5,277	4,910	4,539	4,164	3,786	3,404
Charges for Services											
TOTAL REVENUES	**7,069**	**404,962**	**7,033**	**6,000**	**5,640**	**5,277**	**4,910**	**4,539**	**4,164**	**3,786**	**3,404**
EXPENDITURES											
Capital Outlay	117,700	9,606,200	68,300	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**117,700**	**9,606,200**	**68,300**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(110,631)	(9,201,238)	(61,267)	6,000	5,640	5,277	4,910	4,539	4,164	3,786	3,404
OTHER FINANCING (USES) AND SOURCES											
Proceeds from bonds issued	-	-	-	-	-	-	-	-	-		
Developer funding revenue	-	-	-	-	-	-	-	-	-		
Other project funding revenue	-	8,820,000	-	-	-	-	-	-	-		
Excess funds transfer	-	-	-	-	-	-	-	-	-	-	-
Conservancy Contributions		420,000									
TIF #5 & #6 Bond Proceeds	-		-	-	-	-	-	-	-	-	-
TIF #2, #5, #6 (Cash - Pooling)		268,300	-	-	-	-	-	-	-	-	-
Transfer from GF due to Interfund Loan Repayment for Parking Ramp	-	-	-	-	-	-	-	-	-	-	-
Transfer from Stormwater	-	-	-	-	-	-	-	-	-	-	-
Transfer to General Operating	(100,000)	(100,000)	(42,000)	(42,000)	(42,000)	(42,000)	(42,000)	(42,000)	(42,000)	(42,000)	(42,000)
Transfer from Water	-	-	-	-	-	-	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**(100,000)**	**9,408,300**	**(42,000)**	**(42,000)**	**(42,000)**	**(42,000)**	**(42,000)**	**(42,000)**	**(42,000)**	**(42,000)**	**(42,000)**
NET CHANGE IN FUND BALANCES	(210,631)	207,062	(103,267)	(36,000)	(36,360)	(36,723)	(37,090)	(37,461)	(37,836)	(38,214)	(38,596)
FUND BALANCES, JANUARY 1	706,871	496,240	703,302	600,035	564,036	527,676	490,953	453,862	416,401	378,565	340,351
FUND BALANCES, DECEMBER 31	**$ 496,240**	**$ 703,302**	**$ 600,035**	**$ 564,036**	**$ 527,676**	**$ 490,953**	**$ 453,862**	**$ 416,401**	**$ 378,565**	**$ 340,351**	**$ 301,754**

Liquor Operations Enterprise Fund # 640

CAPITAL PROJECT SUMMARY

Project Year	Project	Current Cost	Estimated Cost (with Inflation) 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
2022	Dehn Fryer Replacement	$ 1,100	$ 1,100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2022	Refrigerated Chef Base	$ 5,200	$ 5,200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2022	50" GlassTender Wine/Beer Cooler	$ 5,900	$ 5,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2022	67" True Pizza Station	$ 5,900	$ 5,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2022	Ice Machine-(Every 6 Years)	$ 6,500	$ 6,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2022	36" Vulcan 4 burner w/griddle and oven	$ 7,000	$ 7,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2022	Handheld Technology for Servers	$ 7,700	$ 7,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2022	Hobart Dishwasher	$ 11,500	$ 11,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2022	Marketing Analysis - Wine and Spirits	$ 15,000	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	24" GlassTender Mug Chiller (Every 5 years)	$ 2,500	$ -	$ 2,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	36" True Bottle Beer Cooler	$ 2,800	$ -	$ 2,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	Bar Hardware - Computer Terminals	$ 2,900	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	Toilet Partitions	$ 3,500	$ -	$ 3,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	30" Traulsen Upright Freezer	$ 4,200	$ -	$ 4,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	Overhead Garage Door Opener	$ 5,200	$ -	$ 5,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	48" Randell Dessert Coolers (2)	$ 5,900	$ -	$ 6,200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	Wine & Spirits Exterior Window Box Signage	$ 7,000	$ -	$ 7,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	Water Softener Replacement	$ 8,100	$ -	$ 8,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	Water Heater Replacement	$ 13,100	$ -	$ 13,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	HVAC - Mitsubishi Split System Cassette (5 of 20)	$ 13,100	$ -	$ 13,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	Bar and Grill - Hardware and Credit Card Terminals	$ 15,500	$ -	$ 16,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	Marketing Analysis - Bar and Grill	$ 20,000	$ -	$ 21,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	POS System-Software	$ 20,600	$ -	$ 21,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	Rebranding	$ 25,000	$ -	$ 26,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	Wine and Spirits Website Updates/E-Commerce	$ 26,600	$ -	$ 27,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	Exterior Signage for Wine and Spirits and Bar and Grill	$ 41,200	$ -	$ 43,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	Landscaping and Irrigation	$ 50,000	$ -	$ 52,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	Security System - replace cameras to higher definition	$ 67,000	$ -	$ 70,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	HVAC Replacement	$ 100,000	$ -	$ 105,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	Interior Refresh: Replace booths, tables, repaint interior, replace carpet	$ 150,000	$ -	$ 157,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2024	45" True 2 Drawer Salad Cooler	$ 5,200	$ -	$ -	$ 5,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2024	2 Compartment Alto Shaam-1	$ 5,500	$ -	$ -	$ 5,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2024	POS Cabinet	$ 15,000	$ -	$ -	$ 15,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2025	Office Printer Replacement	$ 2,200	$ -	$ -	$ -	$ 2,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2025	Landscaping	$ 3,500	$ -	$ -	$ -	$ 3,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2025	Retail Cooler Compressors	$ 3,900	$ -	$ -	$ -	$ 4,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2025	Wine & Spirits Security Gate Replacement	$ 3,900	$ -	$ -	$ -	$ 4,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2025	Wine & Spirits In Store Signage	$ 5,000	$ -	$ -	$ -	$ 5,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2025	2 Compartment Alto Shaam-2	$ 5,500	$ -	$ -	$ -	$ 6,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2025	Outdoor Heaters (3)	$ 10,800	$ -	$ -	$ -	$ 11,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2025	HVAC - Mitsubishi Split System Cassette (5 of 20)	$ 13,100	$ -	$ -	$ -	$ 14,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2026	36" Vulcan Cheese Melter	$ 2,900	$ -	$ -	$ -	$ -	$ 3,300	$ -	$ -	$ -	$ -	$ -	$ -
2026	36" Vulcan Broiler	$ 4,600	$ -	$ -	$ -	$ -	$ 5,200	$ -	$ -	$ -	$ -	$ -	$ -
2026	Outdoor Awnings	$ 4,700	$ -	$ -	$ -	$ -	$ 5,300	$ -	$ -	$ -	$ -	$ -	$ -
2026	Wine & Spirits Exterior Window Box Signage	$ 7,000	$ -	$ -	$ -	$ -	$ 7,900	$ -	$ -	$ -	$ -	$ -	$ -
2026	Paint Exterior of Building	$ 13,100	$ -	$ -	$ -	$ -	$ 14,700	$ -	$ -	$ -	$ -	$ -	$ -
2026	Muni Bld Exterior Siding: Repairs & Painting	$ 15,000	$ -	$ -	$ -	$ -	$ 16,900	$ -	$ -	$ -	$ -	$ -	$ -
2026	Skyjack Lift	$ 18,800	$ -	$ -	$ -	$ -	$ 21,200	$ -	$ -	$ -	$ -	$ -	$ -

Liquor Operations Enterprise Fund # 640

CAPITAL PROJECT SUMMARY

Project Year	Project	Current Cost	Estimated Cost (with Inflation) 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
2027	48" Superior Sandwich Table	$ 2,600	$ -	$ -	$ -	$ -	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -
2027	50" BelAir 2 Drawer Beer Cooler	$ 3,000	$ -	$ -	$ -	$ -	$ -	$ 3,500	$ -	$ -	$ -	$ -	$ -
2027	HVAC - Mitsubishi Split System Cassette (5 of 20)	$ 13,100	$ -	$ -	$ -	$ -	$ -	$ 15,200	$ -	$ -	$ -	$ -	$ -
2027	Exhaust Fans Replacement (2)	$ 18,200	$ -	$ -	$ -	$ -	$ -	$ 21,100	$ -	$ -	$ -	$ -	$ -
2027	VCT Floor Tile Replacement (3,400 sq. ft. @ $6.00 sq. ft.) in Store	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ 34,800	$ -	$ -	$ -	$ -	$ -
2027	Heat Pump Replacement	$ 49,500	$ -	$ -	$ -	$ -	$ -	$ 57,400	$ -	$ -	$ -	$ -	$ -
2028	24" GlassTender Mug Chiller (Every 5 years)	$ 2,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000	$ -	$ -	$ -	$ -
2028	Landscaping	$ 3,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,200	$ -	$ -	$ -	$ -
2028	Ice Machine-(Every 6 Years)	$ 6,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,800	$ -	$ -	$ -	$ -
2029	Wine & Spirits Exterior Window Box Signage	$ 7,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,600	$ -	$ -	$ -
2029	HVAC - Mitsubishi Split System Cassette (5 of 20)	$ 13,100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,100	$ -	$ -	$ -
2030	Office Printer Replacement	$ 2,200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,800	$ -	$ -
2030	Unit Heaters (2) - Muni	$ 6,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,200	$ -	$ -
2030	Ceiling Tile Replacement (10,000 sq. ft @ $1.50 sq. ft) - Muni	$ 19,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,800	$ -	$ -
2030	Heat Pump	$ 49,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 62,700	$ -	$ -
2031	Condensate Hood 4'.0 with Full Perimeter Gutter	$ 1,100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,400	$ -
2031	Toast-Quick Conveyor Toaster	$ 1,200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,600	$ -
2031	Stainless Steel Soiled Dish table	$ 1,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,700	$ -
2031	Compact Booster Heater; Electric	$ 1,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500	$ -
2031	Make-up Air Controls	$ 2,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,100	$ -
2031	Disposer, with Sink/Trough Mount Assembly - Duplicate?	$ 2,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500	$ -
2031	Disposer with sink/trough mount assembly	$ 2,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,800	$ -
2031	Beer Cooler Evaporator	$ 3,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,100	$ -
2031	Food Cooler Evaporator	$ 3,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,100	$ -
2031	Freezer Evaporator	$ 3,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,100	$ -
2031	Tubular Centrifugal Inline Fan	$ 4,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,200	$ -
2031	Beverage Counter with Sink and Drip Tray	$ 4,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,600	$ -
2031	Back bar Storage Cabinet; Two-Section	$ 4,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,700	$ -
2031	PCU-CORE Pollution Control Core Package	$ 4,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,900	$ -
2031	Chain Link Fence	$ 5,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,400	$ -
2031	Banquette Table	$ 6,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,200	$ -
2031	Glass washer; Under Bar Type	$ 7,100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,300	$ -
2031	Halo Heat Slow Cook & Hold Oven; Electric, Low Temp, Two Compartments	$ 7,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,800	$ -
2031	Hood Fire Suppression	$ 7,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000	$ -
2031	16 Foot Lon.c; Exhaust only Wall Canopy Hood	$ 10,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,000	$ -
2031	Bohn Hermetic Outdoor Condensing Unit-1, 2 & 3	$ 11,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,400	$ -
2031	HVAC - Mitsubishi Split System Cassette (5 of 20)	$ 13,100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,100	$ -
2031	Bohn Scroll Outdoor Condensing Unit	$ 14,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,300	$ -
2031	Indirect Bent Tube Gas Fired Heater with 15" Blower	$ 14,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,300	$ -
2031	Nordic Beer System and Tee Towers (2)	$ 21,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 27,400	$ -
2031	Walk-In Freezer/Cooler Combination	$ 23,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 31,100	$ -
2031	Fence	$ 28,100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 36,700	$ -
2031	Wine & Spirits In Store Shelving	$ 49,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 65,100	$ -
2031	Pollution Control Unit - Ventilation System	$ 52,200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 68,100	$ -
2031	Liquor Walk-In Cooler	$ 68,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 89,800	$ -
2031	Wine and Spirits Back Room Shelving	$ 69,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 90,600	$ -
2032	24" Glass Froster-(Every 15 Years)	$ 3,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000
2032	Electrical Entry Heater	$ 12,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,300
2032	Re-Roof Building (3,000 sq. ft of Asphalt Roof @ $3.50 sq. ft)	$ 13,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,400
2032	Exhaust Recovery Ventilator (3)	$ 19,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,300
2032	Re-Roof Building (7,400 sq. ft of Flat Roof @ $8.00 sq. ft)	$ 77,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 103,900
2033	24" GlassTender Mug Chiller (Every 5 years)	$ 2,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2034	Ice Machine-(Every 6 Years)	$ 6,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2037	Dish Washer Hood Replacement	$ 3,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2037	Kitchen Hood Replacement	$ 45,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2039	Re-Roof (4,500 sq. ft of Cedar @ $8.00 sq. ft)	$ 47,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ 1,596,600	**$ 65,800**	**$ 613,600**	**$ 27,200**	**$ 52,400**	**$ 74,500**	**$ 135,000**	**$ 15,000**	**$ 24,700**	**$ 98,500**	**$ 591,900**	**$ 169,900**

Liquor Operations Enterprise Fund
Fund #640
PROJECTED CASH FLOWS

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
CASH FLOWS FROM OPERATING ACTIVITIES											
Receipts from customers and users											
Other operating receipts											
Payments to suppliers											
Payments to employees											
Operating income	621,827	628,045	634,326	640,669	647,076	653,546	660,082	666,683	673,349	680,083	686,884
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	**621,827**	**628,045**	**634,326**	**640,669**	**647,076**	**653,546**	**660,082**	**666,683**	**673,349**	**680,083**	**686,884**
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES											
Transfers from Wine & Spirits	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)
Transfers from Bar and Grill	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Transfer - Payment on Interfund Loan	-	-	-	-	-	-	-	-	-	-	-
NET CASH PROVIDED (USED) BY NONCAPITAL FINANCING ACTIVITIES	**(175,000)**	**(175,000)**	**(175,000)**	**(175,000)**	**(175,000)**	**(175,000)**	**(175,000)**	**(175,000)**	**(175,000)**	**(175,000)**	**(175,000)**
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES											
Capital Outlay	(65,800)	(613,600)	(27,200)	(52,400)	(74,500)	(135,000)	(15,000)	(24,700)	(98,500)	(591,900)	(169,900)
Receipt from (payment on) interfund loan											
Proceeds from bonds issued	-	-	-	-	-	-	-	-	-	-	-
Debt service (2035 end date)	(182,255)	(187,355)	(184,355)	(186,355)	(188,255)	(185,055)	(186,855)	(183,555)	(185,255)	(186,855)	(186,855)
NET CASH PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES	**(248,055)**	**(800,955)**	**(211,555)**	**(238,755)**	**(262,755)**	**(320,055)**	**(201,855)**	**(208,255)**	**(283,755)**	**(778,755)**	**(356,755)**
CASH FLOWS FROM INVESTING ACTIVITIES											
Investment earnings	13,761	15,887	12,566	15,170	17,591	19,860	21,643	24,692	27,773	30,197	27,762
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	**212,533**	**(332,023)**	**260,337**	**242,084**	**226,911**	**178,351**	**304,870**	**308,120**	**242,368**	**(243,475)**	**182,891**
CASH AND CASH EQUIVALENTS, JANUARY 1	1,376,135	1,588,668	1,256,645	1,516,982	1,759,066	1,985,977	2,164,328	2,469,198	2,777,317	3,019,685	2,776,210
CASH AND CASH EQUIVALENTS, DECEMBER 31	**$ 1,588,668**	**$ 1,256,645**	**$ 1,516,982**	**$ 1,759,066**	**$ 1,985,977**	**$ 2,164,328**	**$ 2,469,198**	**$ 2,777,317**	**$ 3,019,685**	**$ 2,776,210**	**$ 2,959,100**

Streets Fund # 430

CAPITAL PROJECT SUMMARY

Project Year	Project	Current Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Other Funding Source	Other Funding Source Amount
			Estimated Cost (with Inflation)												
2022	2022 Miscellaneous Streets & Sealcoats	911,000	911,000	-	-	-	-	-	-	-	-	-	-	-	-
2023	Traffic Signal Replacement-Design	50,000	-	52,500	-	-	-	-	-	-	-	-	-	TIF	52,500
2023	Grove Ln (Street Improvements; two way & parking)	130,900	-	137,400	-	-	-	-	-	-	-	-	-	TIF	137,400
2023	Traffic Signal Replacement-Wayzata Blvd & Broadway	289,800	-	304,300	-	-	-	-	-	-	-	-	-	TIF	304,300
2023	Ferndale Sidewalk Construction	515,000	-	540,800	-	-	-	-	-	-	-	-	-	TIF	540,800
2023	2023 Miscellaneous Streets & Sealcoats	549,700	-	577,200	-	-	-	-	-	-	-	-	-	-	-
2024	2024 Miscellaneous Streets & Sealcoats	1,066,100	-	-	1,131,000	-	-	-	-	-	-	-	-	-	-
2025	2025 Miscellaneous Street & Sealcoats	375,500	-	-	-	410,300	-	-	-	-	-	-	-	-	-
2026	2026 Miscellaneous Streets & Sealcoats	283,000	-	-	-	-	318,500	-	-	-	-	-	-	-	-
2027	Wayzata Boulevard - (US Bank Site to BP) Sidewalk	297,700	-	-	-	-	-	345,100	-	-	-	-	-	TIF	180,000
2027	2027 Miscellaneous Streets & Sealcoats	500,000	-	-	-	-	-	579,600	-	-	-	-	-	-	-
2028	2028 Miscellaneous Streets & Sealcoats	400,000	-	-	-	-	-	-	477,600	-	-	-	-	-	-
2029	2029 Miscellaneous Streets & Sealcoats	725,000	-	-	-	-	-	-	-	891,700	-	-	-	-	-
2030	2030 Miscellaneous Streets & Sealcoats	350,000	-	-	-	-	-	-	-	-	443,400	-	-	-	-
2030	101 & Way. Blvd: North of Bridge - Phase III	1,614,400	-	-	-	-	-	-	-	-	2,045,100	-	-	Development	2,045,100
2031	2031 Miscellaneous Streets & Sealcoats	100,000	-	-	-	-	-	-	-	-	-	130,500	-	-	-
2032	2032 Miscellaneous Streets & Sealcoats	1,600,000	-	-	-	-	-	-	-	-	-	-	2,150,300	-	-
		$ 9,758,100	**$ 911,000**	**$ 1,612,200**	**$ 1,131,000**	**$ 410,300**	**$ 318,500**	**$ 924,700**	**$ 477,600**	**$ 891,700**	**$ 2,488,500**	**$ 130,500**	**$ 2,150,300**	**$ -**	**$ 3,260,100**
			-	-	-	-	-	-	-	-	-	-	-		-

PROJECTED CASH FLOWS

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
REVENUES											
Investment earnings	14,542	10,678	9,678	3,628	4,912	7,371	5,853	7,266	4,843	7,188	13,012
Charges for services - Tower Rental	241,322	214,000	220,420	227,033	233,844	240,859	248,085	255,527	263,193	271,089	279,221
Other - Tax Levy	222,789	229,473	240,946	252,994	270,703	289,652	309,928	331,623	354,837	379,675	406,252
TOTAL REVENUES	**478,653**	**454,151**	**471,044**	**483,654**	**509,458**	**537,882**	**563,866**	**594,416**	**622,872**	**657,952**	**698,486**
EXPENDITURES											
Capital Outlay	911,000	1,612,200	1,131,000	410,300	318,500	924,700	477,600	891,700	2,488,500	130,500	2,150,300
Debt service (Ferndale Rd)	33,000	32,000									
TOTAL EXPENDITURES	**944,000**	**1,644,200**	**1,131,000**	**410,300**	**318,500**	**924,700**	**477,600**	**891,700**	**2,488,500**	**130,500**	**2,150,300**
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(465,347)	(1,190,049)	(659,956)	73,354	190,958	(386,818)	86,266	(297,284)	(1,865,628)	527,452	(1,451,814)
OTHER FINANCING (USES) AND SOURCES											
Proceeds from TIF	-	1,035,000	-	-	-	180,000	-	-	-	-	-
Developer funding revenue	-	-	-	-	-	-	-	-	2,045,100	-	-
Transfer - General Fund	24,000	-	-	-	-	-	-	-	-	-	-
Transfer - Stormwater (curb & gutter)	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000
TOTAL OTHER FINANCING SOURCES (USES)	**79,000**	**1,090,000**	**55,000**	**55,000**	**55,000**	**235,000**	**55,000**	**55,000**	**2,100,100**	**55,000**	**55,000**
NET CHANGE IN FUND BALANCES	(386,347)	(100,049)	(604,956)	128,354	245,958	(151,818)	141,266	(242,284)	234,472	582,452	(1,396,814)
FUND BALANCES, JANUARY 1	1,454,158	1,067,810	967,761	362,805	491,159	737,118	585,300	726,566	484,282	718,754	1,301,206
FUND BALANCES, DECEMBER 31	**$1,067,810**	**$ 967,761**	**$ 362,805**	**$491,159**	**$737,118**	**$585,300**	**$726,566**	**$484,282**	**$ 718,754**	**$1,301,206**	**$ (95,608)**

Library Fund #437

CAPITAL PROJECT SUMMARY

Project Year	Project	Current Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
			Estimated Cost (with Inflation)										
2022	Software for HVAC Control-Library	19,000	19,000	-	-	-	-	-	-	-	-	-	-
2022	Window Maintenance	19,000	19,000	-	-	-	-	-	-	-	-	-	-
2022	Reroof-Library	125,000	125,000	-	-	-	-	-	-	-	-	-	-
2023	Water Heater-Library	9,700	-	10,200	-	-	-	-	-	-	-	-	-
2023	Replace Cork Floor Tile-Library	13,600	-	14,300	-	-	-	-	-	-	-	-	-
2023	Condensing Unit/AHU - Basement	120,000	-	126,000	-	-	-	-	-	-	-	-	-
2024	Entry Heaters-Library (2)	3,200	-	-	3,400	-	-	-	-	-	-	-	-
2024	Unit Heater-Library	3,200	-	-	3,400	-	-	-	-	-	-	-	-
2024	Condensing Unit/AHU - Main	120,000	-	-	127,300	-	-	-	-	-	-	-	-
2025	Return Air Fan-Library	7,100	-	-	-	7,800	-	-	-	-	-	-	-
2025	Ceiling Tile-Library	17,000	-	-	-	18,600	-	-	-	-	-	-	-
2025	Carpet-Library	43,200	-	-	-	47,200	-	-	-	-	-	-	-
2025	Window Replacement	200,000	-	-	-	218,500	-	-	-	-	-	-	-
2026	VAV Boxes-Library (21)	89,800	-	-	-	-	101,100	-	-	-	-	-	-
2027	Window Replacement	200,000	-	-	-	-	-	231,900	-	-	-	-	-
2032	Window Replacement	200,000	-	-	-	-	-	-	-	-	-	-	268,800
		$ 1,189,800	**$ 163,000**	**$ 150,500**	**$ 134,100**	**$ 292,100**	**$ 101,100**	**$ 231,900**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 268,800**
			-	-	-	-	-	-	-	-	-	-	-

PROJECTED CASH FLOWS

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
REVENUES											
Investment earnings	4,070	2,999	2,057	1,284	-	-	-	-	-	-	-
Charges for services (Rent)	46,908	48,223	49,669	51,159	52,694	54,275	55,903	57,580	59,308	61,087	62,920
Charges for services (Community Room Rental)	5,000	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
TOTAL REVENUES	**55,978**	**56,222**	**56,876**	**57,748**	**58,158**	**59,902**	**61,700**	**63,551**	**65,457**	**67,421**	**69,443**
EXPENDITURES											
Capital Outlay	163,000	150,500	134,100	292,100	101,100	231,900	-	-	-	-	268,800
TOTAL EXPENDITURES	**163,000**	**150,500**	**134,100**	**292,100**	**101,100**	**231,900**	**-**	**-**	**-**	**-**	**268,800**
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(107,022)	(94,278)	(77,224)	(234,352)	(42,942)	(171,998)	61,700	63,551	65,457	67,421	(199,357)
OTHER FINANCING (USES) AND SOURCES											
Payoff of Intern Fund Loan for Parking Ramp	-	-			-	-	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
NET CHANGE IN FUND BALANCES	(107,022)	(94,278)	(77,224)	(234,352)	(42,942)	(171,998)	61,700	63,551	65,457	67,421	(199,357)
FUND BALANCES, JANUARY 1	406,961	299,939	205,661	128,437	(105,915)	(148,857)	(320,855)	(259,155)	(195,605)	(130,148)	(62,727)
FUND BALANCES, DECEMBER 31	**$ 299,939**	**$ 205,661**	**$ 128,437**	**$ (105,915)**	**$ (148,857)**	**$ (320,855)**	**$ (259,155)**	**$ (195,605)**	**$ (130,148)**	**$ (62,727)**	**$ (262,083)**

Facilities and Infrastructure Fund #408

CAPITAL PROJECT SUMMARY

Project Year	Project	Current Cost	Estimated Cost (with Inflation) 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Other Funding Source	Other Funding Source Amount
2022	Trappers Cabin Regrouting	9,100	9,100	-	-	-	-	-	-	-	-	-	-	-	-
2022	Community Survey	16,900	16,900	-	-	-	-	-	-	-	-	-	-		
2022	IT Security Assessment	22,500	22,500	-	-	-	-	-	-	-	-	-	-	-	-
2022	Strategic Plan Process & Organizational Improvement Studies	25,000	25,000	-	-	-	-	-	-	-	-	-	-	-	-
2022	Building Maintenance-All City Buildings-Misc.	29,400	29,400	-	-	-	-	-	-	-	-	-	-	-	-
2022	Replace Office Furniture - Pubic Works	36,600	36,600	-	-	-	-	-	-	-	-	-	-	-	-
2022	Wayzata Blvd Corridor Study (Part 1)	61,000	61,000	-	-	-	-	-	-	-	-	-	-		
2022	Sidewalk Repairs/Replacement	63,300	63,300	-	-	-	-	-	-	-	-	-	-	-	-
2022	Window Maintenance (Wood Frames) City Hall	79,600	79,600	-	-	-	-	-	-	-	-	-	-	-	-
2022	Zoning Study (Part 3 - Implementation)	103,000	103,000	-	-	-	-	-	-	-	-	-	-	-	-
2023	Gate Controller at Public Works	5,400	-	5,700	-	-	-	-	-	-	-	-	-	-	-
2023	Paint Fire Department Apparatus Rooms	8,200	-	8,600	-	-	-	-	-	-	-	-	-	-	-
2023	Entry Heaters (Group A)-City Hall (3)	8,500	-	8,900	-	-	-	-	-	-	-	-	-	-	-
2023	Fire Department Garage Door Openers (4 doors)	12,000	-	12,600	-	-	-	-	-	-	-	-	-	-	-
2023	Facility Study - EOC needs and staffing growth	15,500	-	16,300	-	-	-	-	-	-	-	-	-	-	-
2023	Council Strategic Planning Facilitation	15,500	-	16,300	-	-	-	-	-	-	-	-	-	-	-
2023	Paint Interior (walls, trim) 12,000 sq. ft - FD	15,600	-	16,400	-	-	-	-	-	-	-	-	-	-	-
2023	Strategic Plan Process & Organizational Improvement Studies	25,000	-	26,300	-	-	-	-	-	-	-	-	-	-	-
2023	Replace Carpet 6,000 sq. ft - FD	27,400	-	28,800	-	-	-	-	-	-	-	-	-	-	-
2023	Records Management - Digitalization Project	30,900	-	32,400	-	-	-	-	-	-	-	-	-	-	-
2023	City Hall and Public Works LED Lighting Project	44,291	-	46,500	-	-	-	-	-	-	-	-	-	-	-
2023	Depot-Exterior Maint; Stucco Repairs, Window Trim Repairs, & Painting of Exterior	49,100	-	51,600	-	-	-	-	-	-	-	-	-	-	-
2023	Wayzata Blvd Corridor Study (Part 2)	64,000	-	67,200	-	-	-	-	-	-	-	-	-	-	-
2023	Reroof City Hall	68,000	-	71,400	-	-	-	-	-	-	-	-	-	-	-
2023	Zoning Study (Part 4 - Implementation)	90,000	-	94,500	-	-	-	-	-	-	-	-	-	-	-
2023	Reroof of Fire Station	91,400	-	96,000	-	-	-	-	-	-	-	-	-	-	-
2023	City Hall Window Replacements - Phase 1	250,000	-	262,500	-	-	-	-	-	-	-	-	-	-	-
2023	Solar Panels for City Facilities	619,600	-	650,600	-	-	-	-	-	-	-	-	-	Miscellaneous	195,162
2024	Replace Water Heater Station	3,900	-	-	4,100	-	-	-	-	-	-	-	-	-	-
2024	Replace Condensing Unit (2) Apparatus Rooms	7,800	-	-	8,300	-	-	-	-	-	-	-	-	-	-
2024	Paint Interior Office Area - City Hall	9,800	-	-	10,400	-	-	-	-	-	-	-	-	-	-
2024	Replace Garage Doors-PD	13,700	-	-	14,500	-	-	-	-	-	-	-	-	-	-
2024	Replace Boiler Fire Station	19,600	-	-	20,800	-	-	-	-	-	-	-	-	-	-
2024	Depot-Interior Bathroom Restoration	47,300	-	-	50,200	-	-	-	-	-	-	-	-	-	-
2024	City Hall Window Replacements - Phase 2	250,000	-	-	265,200	-	-	-	-	-	-	-	-	-	-
2025	Replace Water Heater - Depot	2,700	-	-	-	3,000	-	-	-	-	-	-	-	-	-
2025	Entry Heaters (Group B)-City Hall	2,900	-	-	-	3,200	-	-	-	-	-	-	-	-	-
2025	Replace Chairs in Lunch Room - PW	3,200	-	-	-	3,500	-	-	-	-	-	-	-	-	-
2025	Return Fan-City Hall	7,100	-	-	-	7,800	-	-	-	-	-	-	-	-	-
2025	Replace VCT Floor Tile-City Hall	11,900	-	-	-	13,000	-	-	-	-	-	-	-	-	-
2025	Council Strategic Planning Facilitation	15,500	-	-	-	16,900	-	-	-	-	-	-	-	-	-
2025	Replace Air Handling Unit - Office Area - FD	15,700	-	-	-	17,200	-	-	-	-	-	-	-	-	-
2025	Replace Carpeting on all floors - PW	22,800	-	-	-	24,900	-	-	-	-	-	-	-	-	-
2025	Reroof of Building - Warming House	25,000	-	-	-	27,300	-	-	-	-	-	-	-	-	-
2025	Street Light Replacement- Miscellaneous on Lake Street	90,200	-	-	-	98,600	-	-	-	-	-	-	-	TIF	98,600
2025	Condensing Unit and Air Handling Unit (3)-Community Room	120,000	-	-	-	131,100	-	-	-	-	-	-	-	-	-
2025	Street Light Replacement-CH,PD & Muni Parking Lots	185,500	-	-	-	202,700	-	-	-	-	-	-	-	TIF	202,700
2025	City Hall Window Replacements - Phase 3	250,000	-	-	-	273,200	-	-	-	-	-	-	-	-	-
2026	PW Facility; Replace Boilers (2)	16,000	-	-	-	-	18,000	-	-	-	-	-	-	-	-
2026	Community Survey	27,000	-	-	-	-	30,400	-	-	-	-	-	-	-	-
2026	Wrought iron fence maintenance - Depot	28,800	-	-	-	-	32,400	-	-	-	-	-	-	-	-
2026	Upgrade Fueling System at PW	32,500	-	-	-	-	36,600	-	-	-	-	-	-	-	-
2026	Condensing & Air Handling Units (1)-City Hall	150,000	-	-	-	-	168,800	-	-	-	-	-	-	-	-
2026	City Hall Window Replacements - Phase 4	250,000	-	-	-	-	281,400	-	-	-	-	-	-	-	-
2027	Monopole Area Fencing and Screening	5,400	-	-	-	-	-	6,300	-	-	-	-	-	-	-
2027	Council Strategic Planning Facilitation	15,500	-	-	-	-	-	18,000	-	-	-	-	-	-	-
2027	Window Maintenance (Wood Frames) in City Hall	32,500	-	-	-	-	-	37,700	-	-	-	-	-	-	-

Facilities and Infrastructure Fund #408

CAPITAL PROJECT SUMMARY

Project Year			Estimated Cost (with Inflation)												Other Funding Source	Other Funding Source Amount
		Current Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032			
2027	Public Works Storage Shed	51,000	-	-	-	-	-	59,100	-	-	-	-	-		-	-
2028	Replace Entry Heaters (2) - FD	5,200	-	-	-	-	-	-	6,200	-	-	-	-		-	-
2028	Replace Ceiling Tile in Fire Department (3,000 sq. ft)	5,900	-	-	-	-	-	-	7,000	-	-	-	-		-	-
2028	Generator-Fire Station-Powers CH, Fire, & PD	285,100	-	-	-	-	-	-	340,400	-	-	-	-		-	-
2030	VFD for pumps (2)	2,700	-	-	-	-	-	-	-	-	3,400	-	-		-	-
2030	Replace Condensing and Air Handling Unit - Depot	15,600	-	-	-	-	-	-	-	-	19,800	-	-		-	-
2030	PD Dept-Carpet Replacement	17,400	-	-	-	-	-	-	-	-	22,000	-	-		-	-
2030	Repair Polymer Floor Covering PD Garage-City Hall	19,100	-	-	-	-	-	-	-	-	24,200	-	-		-	-
2030	Community Survey	27,000	-	-	-	-	-	-	-	-	34,200	-	-		-	-
2030	Replace Garage Doors (6)	45,400	-	-	-	-	-	-	-	-	57,500	-	-		-	-
2030	Repair Polymer Floor Covering in Garage (5,168 sq. ft)	54,000	-	-	-	-	-	-	-	-	68,400	-	-		-	-
2030	CSAH 101 (Bushaway Rd) Xcel	133,500	-	-	-	-	-	-	-	-	169,100	-	-		Miscellaneous	66,750
2032	Salt Shed; Replace Cover	25,500	-	-	-	-	-	-	-	-	-	-	34,300		-	-
2032	Reroof of Building; (6,700 Sq. Ft.)	91,400	-	-	-	-	-	-	-	-	-	-	122,800		-	-
TBD	Landscaping and Trash Enclosures Behind City Hall	TBD	-	-	-	-	-	-	-	-	-	-	-		-	-
TBD	Fire Department Apparatus Room Floor Replacement/Repairs	#VALUE!	-	-	-	-	-	-	-	-	-	-	-		-	-
TBD	Fire Department Furniture Replacement	#VALUE!	-	-	-	-	-	-	-	-	-	-	-		-	-
TBD	Parking Lot Paver Repair/Replacement in front of FD	#VALUE!	-	-	-	-	-	-	-	-	-	-	-		-	-
		$ 4,447,691	$ 446,400	$ 1,512,600	$ 373,500	$ 822,400	$ 567,600	$ 121,100	$ 353,600	$ -	$ 398,600	$ -	$ 157,100	$ -	$ -	$ 563,212

Facilities and Infrastructure Fund
Fund #408
PROJECTED CASH FLOWS

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
REVENUES											
Investment earnings	13,179	15,497	4,378	3,321	382	-	-	-	569	-	1,591
Charges for services - Tower Rental	80,440	82,853	82,853	82,853	82,853	82,853	82,853	82,853	82,853	82,853	82,853
TOTAL REVENUES	**93,619**	**98,350**	**87,231**	**86,174**	**83,235**	**82,853**	**82,853**	**82,853**	**83,422**	**82,853**	**84,444**
EXPENDITURES											
Capital Outlay	446,400	1,512,600	373,500	822,400	567,600	121,100	353,600	-	398,600	-	157,100
TOTAL EXPENDITURES	**446,400**	**1,512,600**	**373,500**	**822,400**	**567,600**	**121,100**	**353,600**	**-**	**398,600**	**-**	**157,100**
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(352,781)	(1,414,250)	(286,269)	(736,226)	(484,365)	(38,247)	(270,747)	82,853	(315,178)	82,853	(72,656)
OTHER FINANCING (USES) AND SOURCES											
Proceeds from TIF	-	-	-	301,300	-	-	-	-	-	-	-
Other project funding revenue	-	195,162	-	-	-	-	-	-	66,750	-	-
Payoff of Intern Fund Loan for Parking Ramp			-	-	-	-	-	-	-	-	-
Transfer - 2009 Street and Big Woods Bond Issuance excess		250,000									
Transfer - Excess Reserves	301,711										
Transfer - General Fund	243,000	-	140,000	100,000	130,000	130,000	150,000	150,000	90,000	90,000	90,000
Transfer - MV License	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Transfer - Parking Lot Maintenance	14,835	15,131	15,585	16,053	16,535	17,031	17,541	18,068	18,610	19,168	19,743
Transfer - Equipment		(183,000)									
TOTAL OTHER FINANCING SOURCES (USES)	**584,546**	**302,293**	**180,585**	**442,353**	**171,535**	**172,031**	**192,541**	**193,068**	**200,360**	**134,168**	**134,743**
NET CHANGE IN FUND BALANCES	231,765	(1,111,956)	(105,684)	(293,873)	(312,830)	133,784	(78,205)	275,921	(114,818)	217,021	62,087
FUND BALANCES, JANUARY 1	$ 1,317,943	$ 1,549,708	$ 437,752	$ 332,068	$ 38,195	$ (274,635)	$ (140,852)	$ (219,057)	$ 56,864	$ (57,954)	$ 159,067
FUND BALANCES, DECEMBER 31	**$ 1,549,708**	**$ 437,752**	**$ 332,068**	**$ 38,195**	**$ (274,635)**	**$ (140,852)**	**$ (219,057)**	**$ 56,864**	**$ (57,954)**	**$ 159,067**	**$ 221,154**

Parks and Trails Improvement Fund #404

CAPITAL PROJECT SUMMARY

Project Year	Project	Current Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Other Funding Source	Other Funding Source Amount
			Estimated Cost (with Inflation)												
2022	Little Beach Access improvements - Part 1	2,000	2,000	-	-	-	-	-	-	-	-	-	-	-	-
2022	Prairie Maint. of City Hall, Mill St. & Road Masters Areas	5,400	5,400	-	-	-	-	-	-	-	-	-	-	-	-
2022	Margaret Park and misc. Signs, trees, furniture	6,000	6,000	-	-	-	-	-	-	-	-	-	-	-	-
2022	Marina Maintenance / Minor Repairs / Landscaping	10,600	10,600	-	-	-	-	-	-	-	-	-	-	-	-
2022	Transient Boat Slips-In & Out Yearly	11,800	11,800	-	-	-	-	-	-	-	-	-	-	-	-
2022	Dredging-Channel	15,500	15,500	-	-	-	-	-	-	-	-	-	-	-	-
2022	Planting, Removal, & Maintenance of City Trees (EAB Management)	80,500	80,500	-	-	-	-	-	-	-	-	-	-	-	-
2023	Big Woods Addition of natural surface trail	2,900	-	3,000	-	-	-	-	-	-	-	-	-	-	-
2023	Little Woods Improvements	4,750	-	5,000	-	-	-	-	-	-	-	-	-	-	-
2023	Locust Hills Park-Identify Future Needs	7,900	-	8,300	-	-	-	-	-	-	-	-	-	-	-
2023	Tennis Court and Pickleball Design Development and Construction Documents	10,000	-	10,500	-	-	-	-	-	-	-	-	-	-	-
2023	City Hall Addition of gate and path	11,200	-	11,800	-	-	-	-	-	-	-	-	-	-	-
2023	Transient Boat Slips-In & Out Yearly	11,800	-	12,400	-	-	-	-	-	-	-	-	-	-	-
2023	Wrought iron fence maintenance - Heritage Park	18,500	-	19,400	-	-	-	-	-	-	-	-	-	-	-
2023	Wrought iron fence maintenance - Post Office Park	26,300	-	27,600	-	-	-	-	-	-	-	-	-	-	-
2023	Misc. Improvements (Beach/Shaver/Klapprich/Bell/Little Beach/Margaret)	40,000	-	42,000	-	-	-	-	-	-	-	-	-	-	-
2023	Wayfinding Signage Study	51,500	-	54,100	-	-	-	-	-	-	-	-	-	-	-
2023	Planting, Removal, & Management of City Trees (includes EAB Management)	80,500	-	84,500	-	-	-	-	-	-	-	-	-	-	-
2023	Klapprich Park Design Development and Construction Documents	100,000	-	105,000	-	-	-	-	-	-	-	-	-	-	-
2023	Reconstruction of Bell Tennis Court	224,200	-	235,400	-	-	-	-	-	-	-	-	-	-	-
2023	Reconstruction of Wayzata Middle School Tennis Courts	224,200	-	235,400	-	-	-	-	-	-	-	-	-	Miscellaneous	117,700
2024	Big Woods Addition of park sign + donor recognition stones	16,900	-	-	17,900	-	-	-	-	-	-	-	-	-	-
2024	Misc. Improvements (Beach/Shaver/Klapprich/Bell/Little Beach/Margaret)	40,000	-	-	42,400	-	-	-	-	-	-	-	-	-	-
2024	Wayfinding Signs - Park Signage	46,400	-	-	49,200	-	-	-	-	-	-	-	-	-	-
2024	Nature Feasibility study	50,000	-	-	53,000	-	-	-	-	-	-	-	-	-	-
2024	Planting, Removal, & Management of City Trees (includes EAB Management)	80,000	-	-	84,900	-	-	-	-	-	-	-	-	-	-
2024	Shaver Park Design Development and Construction Documents	100,000	-	-	106,100	-	-	-	-	-	-	-	-	-	-
2024	Wayfinding Signage Installation	247,200	-	-	262,300	-	-	-	-	-	-	-	-	TIF	262,300
2024	Klapprich Park Improvements - Playground, Nature Play, trails, bocce, drainage, crossing/parking	935,900	-	-	992,900	-	-	-	-	-	-	-	-	-	-
2025	Wrought iron fence maintenance - Children's Garden	14,900	-	-	-	16,300	-	-	-	-	-	-	-	-	-
2025	Planting, Removal, & Management of City Trees (includes EAB Management)	80,000	-	-	-	87,400	-	-	-	-	-	-	-	-	-
2025	Beach+Shaver Park Improvements: Shade structure, hammock/art poles, picnic plaza, parking lot, volleyball courts, park building renovation, fire place	482,300	-	-	-	527,000	-	-	-	-	-	-	-	-	-
2025	Platform Tennis Paddle Ball Courts (2)	500,000	-	-	-	546,400	-	-	-	-	-	-	-	Miscellaneous	417,650
2026	Heritage Addition of lounge seating	2,800	-	-	-	-	3,200	-	-	-	-	-	-	-	-
2026	Heritage Addition of picnic/game area	5,700	-	-	-	-	6,400	-	-	-	-	-	-	-	-
2026	Eastman Ln Addition of interpretive signage	8,400	-	-	-	-	9,500	-	-	-	-	-	-	-	-
2026	Heritage Addition of tables and chairs (4)	16,500	-	-	-	-	18,600	-	-	-	-	-	-	-	-
2026	Planting, Removal, & Management of City Trees (includes EAB Management)	80,000	-	-	-	-	90,000	-	-	-	-	-	-	-	-
2027	Planting, Removal, & Management of City Trees (includes EAB Management)	80,000	-	-	-	-	-	92,700	-	-	-	-	-	-	-
2027	Nature Center Improvements - (park & interpretive signs, parking, clearing, tower, restoration areas, path, boardwalk)	540,000	-	-	-	-	-	626,000	-	-	-	-	-	-	-
2028	City Hall Addition of game cart	3,900	-	-	-	-	-	-	4,700	-	-	-	-	-	-
2028	City Hall Renovation of lighting	61,500	-	-	-	-	-	-	73,400	-	-	-	-	-	-
2028	Planting, Removal, & Management of City Trees (includes EAB Management)	80,000	-	-	-	-	-	-	95,500	-	-	-	-	-	-
2029	Klapp+Bell Restriping and resurfacing of (4) pickleball (includes expansion of courts)	42,400	-	-	-	-	-	-	-	52,100	-	-	-	-	-
2029	Planting, Removal, & Management of City Trees (includes EAB Management)	80,000	-	-	-	-	-	-	-	98,400	-	-	-	-	-
2029	Eastman Ln Addition of trail and boardwalk	168,700	-	-	-	-	-	-	-	207,500	-	-	-	-	-
2030	Community Garden Fencing	10,300	-	-	-	-	-	-	-	-	13,000	-	-	-	-
2030	Community Gardens Initial Install	41,200	-	-	-	-	-	-	-	-	52,200	-	-	-	-
2030	Planting, Removal, & Management of City Trees (includes EAB Management)	80,000	-	-	-	-	-	-	-	-	101,300	-	-	-	-
2031	Resurface Wayzata Middle School Tennis Courts (includes replacement of net posts)	41,800	-	-	-	-	-	-	-	-	-	54,500	-	-	-
2031	Planting, Removal, & Management of City Trees (includes EAB Management)	80,000	-	-	-	-	-	-	-	-	-	104,400	-	-	-
2032	Planting, Removal, & Management of City Trees (includes EAB Management)	80,000	-	-	-	-	-	-	-	-	-	-	107,500	-	-
		$ 5,042,350	**$ 131,800**	**$ 854,400**	**$ 1,608,700**	**$ 1,177,100**	**$ 127,700**	**$ 718,700**	**$ 173,600**	**$ 358,000**	**$ 166,500**	**$ 158,900**	**$ 107,500**	**$ -**	**$ 849,150**
			-	-	-	-	-	-	-	-	-	-	-		-

Parks and Trails Improvement Fund #404

PROJECTED CASH FLOWS

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
REVENUES											
Investment earnings	15,267	19,708	14,141	1,936	-	-	-	-	-	-	-
Charges for services	227,482	12,231	12,598	12,976	13,365	13,766	14,179	14,605	15,043	15,494	15,959
Charges for services - Tower Rental		33,000	33,990	35,010	36,060	37,142	38,256	39,404	40,586	41,803	43,058
Park Dedication	313,173	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Beach Stand Earnings	5,000	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
Tree Removal/Replacement	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Donations	5,000										
Misc. Revenues											
TOTAL REVENUES	**575,922**	**129,940**	**125,879**	**115,226**	**114,889**	**116,536**	**118,232**	**119,979**	**121,778**	**123,631**	**125,540**
EXPENDITURES											
Capital Outlay	131,800	854,400	1,608,700	1,177,100	127,700	718,700	173,600	358,000	166,500	158,900	107,500
Debt Service											
Principal	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**131,800**	**854,400**	**1,608,700**	**1,177,100**	**127,700**	**718,700**	**173,600**	**358,000**	**166,500**	**158,900**	**107,500**
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	444,122	(724,460)	(1,482,821)	(1,061,874)	(12,811)	(602,164)	(55,368)	(238,021)	(44,722)	(35,269)	18,040
OTHER FINANCING (USES) AND SOURCES											
Developer funding revenue	-	-	-	-	-	-	-	-	-	-	-
Other project funding revenue	-	117,700	-	417,650	-	-	-	-	-	-	-
Other project funding revenue - TIF	-	-	262,300	-	-	-	-	-	-	-	-
Transfer - 2009 Street and Big Woods Bond Issuance excess		50,000									
Transfer - Excess Revenues											
Transfer - General Fund	-	-	-	-	-	-	-	40,000	90,000	90,000	90,000
Transfer - Marina Fund											
Transfer Out - General Fund	-	-	-	-	-	-	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**-**	**167,700**	**262,300**	**417,650**	**-**	**-**	**-**	**40,000**	**90,000**	**90,000**	**90,000**
NET CHANGE IN FUND BALANCES	444,122	(556,760)	(1,220,521)	(644,224)	(12,811)	(602,164)	(55,368)	(198,021)	45,278	54,731	108,040
FUND BALANCES, JANUARY 1	**$ 1,526,715**	**$ 1,970,838**	**$ 1,414,077**	**$ 193,556**	**$ (450,668)**	**$ (463,479)**	**$ (1,065,643)**	**$ (1,121,011)**	**$ (1,319,033)**	**$ (1,273,755)**	**$ (1,219,023)**
FUND BALANCES, DECEMBER 31	**$ 1,970,838**	**$ 1,414,077**	**$ 193,556**	**$ (450,668)**	**$ (463,479)**	**$ (1,065,643)**	**$ (1,121,011)**	**$ (1,319,033)**	**$ (1,273,755)**	**$ (1,219,023)**	**$ (1,110,983)**

Equipment Replacement Fund #409

CAPITAL PURCHASE SUMMARY

Department	Description	Project Year	Final Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Engineering	800MHz Radio Lease	2022	600	600	-	-	-	-	-	-	-	-	-	-
Admin & Finance	Laserfiche Additional Scanner for Finance/HR	2022	1,000	1,000	-	-	-	-	-	-	-	-	-	-
Utility	Gas Detector	2022	1,000	1,000	-	-	-	-	-	-	-	-	-	-
Police	Police Rifles (1 of 15 Per Year)	2022	2,100	2,100	-	-	-	-	-	-	-	-	-	-
Park	800MHz Radio Lease	2022	2,600	2,600	-	-	-	-	-	-	-	-	-	-
Police	Lockers	2022	3,600	3,600	-	-	-	-	-	-	-	-	-	-
Police	Replace Tasers (15 tasers)	2022	3,800	3,800	-	-	-	-	-	-	-	-	-	-
Street	800MHz Radio Lease	2022	3,800	3,800	-	-	-	-	-	-	-	-	-	-
Utility	800MHz Radio Lease	2022	3,800	3,800	-	-	-	-	-	-	-	-	-	-
Admin & Finance	Election Software - MODUS	2022	4,500	4,500	-	-	-	-	-	-	-	-	-	-
Police	Additional Officer Equipment	2022	4,600	4,600	-	-	-	-	-	-	-	-	-	-
Utility	Line Locator	2022	5,000	5,000	-	-	-	-	-	-	-	-	-	-
Admin & Finance	Electronic Building Permit and Plan Review Software	2022	5,200	5,200	-	-	-	-	-	-	-	-	-	-
Police	Stop Sticks	2022	6,000	6,000	-	-	-	-	-	-	-	-	-	-
Admin & Finance	Copy Machine: Public Works	2022	7,800	7,800	-	-	-	-	-	-	-	-	-	-
Fire	Vent Saws (5)	2022	10,300	10,300	-	-	-	-	-	-	-	-	-	-
Street	Paint Gun-Graco Line Lazer	2022	12,700	12,700	-	-	-	-	-	-	-	-	-	-
Police	800MHz Radio Replacement	2022	12,900	12,900	-	-	-	-	-	-	-	-	-	-
Police	Squad Cameras	2022	14,900	14,900	-	-	-	-	-	-	-	-	-	-
Police	Body Camera	2022	15,500	15,500	-	-	-	-	-	-	-	-	-	-
Fire	Turnout Gear (4)	2022	15,500	15,500	-	-	-	-	-	-	-	-	-	-
Police	Interview Camera System Replacement	2022	16,200	16,200	-	-	-	-	-	-	-	-	-	-
Admin & Finance	Software - Certificate Upgrades & Renewals	2022	19,900	19,900	-	-	-	-	-	-	-	-	-	-
Admin & Finance	Building Inspector's Car	2022	20,600	20,600	-	-	-	-	-	-	-	-	-	-
Police	Server and network separation	2022	20,600	20,600	-	-	-	-	-	-	-	-	-	-
Police	Server relocation and recabling	2022	20,600	20,600	-	-	-	-	-	-	-	-	-	-
Police	152 Investigators Car (Jeep Liberty)	2022	23,800	23,800	-	-	-	-	-	-	-	-	-	-
Police	147 Chief's Car	2022	25,000	25,000	-	-	-	-	-	-	-	-	-	-
Admin & Finance	Payroll and Online Billing Software	2022	26,800	26,800	-	-	-	-	-	-	-	-	-	-
Admin & Finance	Switches @ 1-CH, 1-Liq.,1- FD, 1 PW (4@6,600ea)	2022	28,000	28,000	-	-	-	-	-	-	-	-	-	-
Admin & Finance	Switches @ CH, Liq.,PD, & PW	2022	28,000	28,000	-	-	-	-	-	-	-	-	-	-
Admin & Finance	Computer Replacement	2022	30,100	30,100	-	-	-	-	-	-	-	-	-	-
Admin & Finance	Building Permit Software Integration with Laserfiche	2022	37,100	37,100	-	-	-	-	-	-	-	-	-	-
Fire	#23 2013 Chev Tahoe for Officers	2022	38,100	38,100	-	-	-	-	-	-	-	-	-	-
Admin & Finance	Upgrade Exchange Server & all user accounts	2022	52,900	52,900	-	-	-	-	-	-	-	-	-	-
Park	1 Ton Pickup Truck (F-350) w/dump box & Plow	2022	63,400	63,400	-	-	-	-	-	-	-	-	-	-
Admin & Finance	Accounting Software annual support	2022	83,400	83,400	-	-	-	-	-	-	-	-	-	-
Engineering	800MHz Radio Lease	2023	600	-	600	-	-	-	-	-	-	-	-	-
Park	800MHz Radio Lease	2023	2,700	-	2,700	-	-	-	-	-	-	-	-	-
Engineering	Survey Equipment	2023	2,700	-	2,700	-	-	-	-	-	-	-	-	-
Police	Police Rifles (1 of 17 Per Year)	2023	3,200	-	3,200	-	-	-	-	-	-	-	-	-
Street	800MHz Radio Lease	2023	3,900	-	3,900	-	-	-	-	-	-	-	-	-
Utility	800MHz Radio Lease	2023	3,900	-	3,900	-	-	-	-	-	-	-	-	-
Police	Police Department Copier	2023	4,600	-	4,600	-	-	-	-	-	-	-	-	-
Police	Replace Tasers (17 tasers)	2023	4,600	-	4,600	-	-	-	-	-	-	-	-	-
Admin & Finance	Postage Machine	2023	6,900	-	6,900	-	-	-	-	-	-	-	-	-
Park	Z930M 54"Commercial Ztrak Riding Lawn Mower	2023	7,000	-	7,000	-	-	-	-	-	-	-	-	-
Fire	K- Saws (5)	2023	10,600	-	10,600	-	-	-	-	-	-	-	-	-
Park	Exmark w/Bagger Riding Lawn Mower	2023	10,700	-	10,700	-	-	-	-	-	-	-	-	-
Park	Trailer-For Hauling Lawn Equipment	2023	12,700	-	12,700	-	-	-	-	-	-	-	-	-
Police	800MHz Radio Replacement	2023	13,300	-	13,300	-	-	-	-	-	-	-	-	-
Fire	Turnout Gear (4)	2023	15,900	-	15,900	-	-	-	-	-	-	-	-	-
Admin & Finance	City Hall Copier	2023	15,900	-	15,900	-	-	-	-	-	-	-	-	-
Park	UTV	2023	16,600	-	16,600	-	-	-	-	-	-	-	-	-
Police	Interview Camera System Replacement	2023	16,700	-	16,700	-	-	-	-	-	-	-	-	-
Police	Squad Cameras	2023	17,000	-	17,000	-	-	-	-	-	-	-	-	-
Police	Body Camera	2023	18,000	-	18,000	-	-	-	-	-	-	-	-	-
Admin & Finance	Computer Replacement	2023	31,000	-	31,000	-	-	-	-	-	-	-	-	-
Police	Additional Officers Equipment	2023	31,300	-	31,300	-	-	-	-	-	-	-	-	-
Park	1/2 Ton Pickup Truck (Chev 1500)	2023	31,500	-	31,500	-	-	-	-	-	-	-	-	-

Equipment Replacement Fund #409

CAPITAL PURCHASE SUMMARY

Department	Description	Project Year	Final Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Admin & Finance	Telephone System & VM	2023	31,800	-	31,800	-	-	-	-	-	-	-	-	-
Engineering	Troy's Vehicle	2023	32,900	-	32,900	-	-	-	-	-	-	-	-	-
Utility	1 Ton Pickup Truck (Chev 1500) with hoist	2023	77,600	-	77,600	-	-	-	-	-	-	-	-	-
Cable	City AV Replacements - Tightrope Software	2023	79,800	-	79,800	-	-	-	-	-	-	-	-	-
Police	Squads 156 and 158 replacement plus setup	2023	101,800	-	101,800	-	-	-	-	-	-	-	-	-
Fire	#20 Pierce Impel 110' Ascendant Ladder Truck and Initial Equipment - Year 1	2023	134,546	-	134,546	-	-	-	-	-	-	-	-	-
Cable	Council Chambers AV Replacements	2023	183,000	-	183,000	-	-	-	-	-	-	-	-	-
Street	Dump Truck and Attachments (Tandem)	2023	298,000	-	121,000	164,000	-	-	-	-	-	-	-	-
Engineering	800MHz Radio Lease	2024	700	-	-	700	-	-	-	-	-	-	-	-
Park	Floor Sweeper for PW Garage	2024	2,500	-	-	2,500	-	-	-	-	-	-	-	-
Police	Floor Sweeper for PW Garage	2024	2,500	-	-	2,500	-	-	-	-	-	-	-	-
Street	Floor Sweeper for PW Garage	2024	2,500	-	-	2,500	-	-	-	-	-	-	-	-
Utility	Floor Sweeper for PW Garage	2024	2,500	-	-	2,500	-	-	-	-	-	-	-	-
Park	800MHz Radio Lease	2024	2,700	-	-	2,700	-	-	-	-	-	-	-	-
Police	Police Rifles (1 of 18 Per Year)	2024	3,800	-	-	3,800	-	-	-	-	-	-	-	-
Street	800MHz Radio Lease	2024	4,000	-	-	4,000	-	-	-	-	-	-	-	-
Utility	800MHz Radio Lease	2024	4,000	-	-	4,000	-	-	-	-	-	-	-	-
Utility	Compactor (Jumping Jack)	2024	4,300	-	-	4,300	-	-	-	-	-	-	-	-
Police	Replace Tasers (18 tasers)	2024	5,000	-	-	5,000	-	-	-	-	-	-	-	-
Park	John Deere Z910A Ztrak w/48" Deck	2024	8,600	-	-	8,600	-	-	-	-	-	-	-	-
Police	Squad Cameras	2024	8,700	-	-	8,700	-	-	-	-	-	-	-	-
Fire	AED Heart Starts (5)	2024	10,900	-	-	10,900	-	-	-	-	-	-	-	-
Admin & Finance	Computer Replacement - City Council	2024	10,900	-	-	10,900	-	-	-	-	-	-	-	-
Admin & Finance	Computer Replacement - Planning Commission	2024	13,100	-	-	13,100	-	-	-	-	-	-	-	-
Police	800MHz Radio Replacement	2024	13,700	-	-	13,700	-	-	-	-	-	-	-	-
Police	Additional Officer Equipment	2024	16,400	-	-	16,400	-	-	-	-	-	-	-	-
Fire	Turnout Gear (4)	2024	16,400	-	-	16,400	-	-	-	-	-	-	-	-
Police	Interview Camera System Replacement	2024	17,200	-	-	17,200	-	-	-	-	-	-	-	-
Police	Body Camera	2024	19,700	-	-	19,700	-	-	-	-	-	-	-	-
Police	Unmarked Car (Ford Fusion)	2024	30,800	-	-	30,800	-	-	-	-	-	-	-	-
Admin & Finance	Computer Replacement	2024	31,900	-	-	31,900	-	-	-	-	-	-	-	-
Utility	1/2 Ton Pickup Truck (Chev 1500)	2024	33,000	-	-	33,000	-	-	-	-	-	-	-	-
Park	Ford F-250 Pickup Truck	2024	33,200	-	-	33,200	-	-	-	-	-	-	-	-
Street	Pothole Patch Trailer w/Hot Box	2024	33,900	-	-	33,900	-	-	-	-	-	-	-	-
Engineering	1/2 Ton Pickup Truck	2024	35,000	-	-	35,000	-	-	-	-	-	-	-	-
Park	Toolcaat 5610 G (Bobcat)	2024	52,600	-	-	52,600	-	-	-	-	-	-	-	-
Street	1 Ton Pickup Truck (Ford F-450):Plow-Sander	2024	75,000	-	-	75,000	-	-	-	-	-	-	-	-
Fire	Air Pacs (25) and Bottles (50)	2024	212,000	-	-	212,000	-	-	-	-	-	-	-	-
Fire	#20 Pierce Impel 110' Ascendant Ladder Truck and Initial Equipment - Year 2	2024	303,076	-	-	303,076	-	-	-	-	-	-	-	-
Fire	#19 2004 Rescue Truck	2024	532,300	-	-	532,300	-	-	-	-	-	-	-	-
Utility	30 KW-MFD: 12/1990 (Army Surplus) - Will Not Replace	2025	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	800MHz Radio Lease	2025	700	-	-	-	700	-	-	-	-	-	-	-
Park	800MHz Radio Lease	2025	2,800	-	-	-	2,800	-	-	-	-	-	-	-
Police	Police Rifles (1 of 18 Per Year)	2025	3,900	-	-	-	3,900	-	-	-	-	-	-	-
Street	800MHz Radio Lease	2025	4,200	-	-	-	4,200	-	-	-	-	-	-	-
Utility	800MHz Radio Lease	2025	4,200	-	-	-	4,200	-	-	-	-	-	-	-
Park	Leaf Loader-Blower for Fall Pickup of Leaves	2025	4,800	-	-	-	4,800	-	-	-	-	-	-	-
Fire	Generator - Honda 2000 w/Light (5)	2025	11,300	-	-	-	11,300	-	-	-	-	-	-	-
Police	800MHz Radio Replacement	2025	14,100	-	-	-	14,100	-	-	-	-	-	-	-
Fire	Turnout Gear (4)	2025	16,900	-	-	-	16,900	-	-	-	-	-	-	-
Police	Interview Camera System Replacement	2025	17,700	-	-	-	17,700	-	-	-	-	-	-	-
Police	Body Camera	2025	20,300	-	-	-	20,300	-	-	-	-	-	-	-
Admin & Finance	Web Site Redesign and Expanded Modules	2025	30,100	-	-	-	30,100	-	-	-	-	-	-	-
Admin & Finance	Computer Replacement	2025	32,900	-	-	-	32,900	-	-	-	-	-	-	-
Utility	1/2 Ton Pickup Truck (Chev 1500)	2025	34,000	-	-	-	34,000	-	-	-	-	-	-	-
Utility	30 KW-MFD: 1/1991 (Army Surplus)	2025	37,500	-	-	-	37,500	-	-	-	-	-	-	-
Utility	30 KW-MFD: 12/1990 (Army Surplus)	2025	53,500	-	-	-	53,500	-	-	-	-	-	-	-
Utility	60 KW-MFD: 06/1982 (Army Surplus)	2025	53,500	-	-	-	53,500	-	-	-	-	-	-	-
Street	Front End Loader (JD 624K)	2025	125,700	-	-	-	125,700	-	-	-	-	-	-	-
Police	Squads 2101, 2102, 2103 and setup	2025	156,100	-	-	-	156,100	-	-	-	-	-	-	-
Fire	#20 Pierce Impel 110' Ascendant Ladder Truck and Initial Equipment - Year 3	2025	315,779	-	-	-	315,779	-	-	-	-	-	-	-

Equipment Replacement Fund #409

CAPITAL PURCHASE SUMMARY

Department	Description	Project Year	Final Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Engineering	800MHz Radio Lease	2026	700	-	-	-	-	700	-	-	-	-	-	-
Utility	Power Generator-Small (Yamaha)	2026	2,600	-	-	-	-	2,600	-	-	-	-	-	-
Park	800MHz Radio Lease	2026	2,900	-	-	-	-	2,900	-	-	-	-	-	-
Police	Police Rifles (1 of 18 Per Year)	2026	4,100	-	-	-	-	4,100	-	-	-	-	-	-
Street	Skid Steer Pickup Broom	2026	4,200	-	-	-	-	4,200	-	-	-	-	-	-
Street	800MHz Radio Lease	2026	4,300	-	-	-	-	4,300	-	-	-	-	-	-
Utility	800MHz Radio Lease	2026	4,300	-	-	-	-	4,300	-	-	-	-	-	-
Street	Black Top Roller Trailer	2026	5,600	-	-	-	-	5,600	-	-	-	-	-	-
Police	Laser & Radar Units	2026	8,700	-	-	-	-	8,700	-	-	-	-	-	-
Police	800MHz Radio Replacement	2026	14,500	-	-	-	-	14,500	-	-	-	-	-	-
Street	Paint Gun-Graco Line Lazer	2026	14,700	-	-	-	-	14,700	-	-	-	-	-	-
Fire	400 GPM Portable Pumps (2)	2026	17,400	-	-	-	-	17,400	-	-	-	-	-	-
Fire	Turnout Gear (4)	2026	17,400	-	-	-	-	17,400	-	-	-	-	-	-
Police	Interview Camera System Replacement	2026	18,200	-	-	-	-	18,200	-	-	-	-	-	-
Admin & Finance	Computer Replacement	2026	33,900	-	-	-	-	33,900	-	-	-	-	-	-
Police	Squads 151 plus setup	2026	53,600	-	-	-	-	53,600	-	-	-	-	-	-
Park	Ford F-550 4x2 Chassis w/ Aerial Bucket	2026	87,700	-	-	-	-	87,700	-	-	-	-	-	-
Street	Snow Blower (SnoGo WK800) for loader	2026	158,900	-	-	-	-	158,900	-	-	-	-	-	-
Fire	#20 Pierce Impel 110' Ascendant Ladder Truck and Initial Equipment - Year 4	2026	317,656	-	-	-	-	317,656	-	-	-	-	-	-
Engineering	800MHz Radio Lease	2027	700	-	-	-	-	-	700	-	-	-	-	-
Street	800MHz Radio Lease	2027	4,400	-	-	-	-	-	4,400	-	-	-	-	-
Utility	800MHz Radio Lease	2027	4,400	-	-	-	-	-	4,400	-	-	-	-	-
Police	Stop Sticks	2027	7,800	-	-	-	-	-	7,800	-	-	-	-	-
Fire	Floto Pumps (2)	2027	8,400	-	-	-	-	-	8,400	-	-	-	-	-
Fire	Ipads (6)	2027	9,600	-	-	-	-	-	9,600	-	-	-	-	-
Fire	Turnout Gear (4)	2027	17,900	-	-	-	-	-	17,900	-	-	-	-	-
Police	147 Chief's Car	2027	29,900	-	-	-	-	-	29,900	-	-	-	-	-
Admin & Finance	Switches @ 1-CH, 1-Liq.,1- FD, 1 PW (4@6,600ea)	2027	32,500	-	-	-	-	-	32,500	-	-	-	-	-
Admin & Finance	Computer Replacement	2027	34,900	-	-	-	-	-	34,900	-	-	-	-	-
Utility	3/4 Ton Pickup Truck	2027	36,200	-	-	-	-	-	36,200	-	-	-	-	-
Fire	#28 Replace Chevy Tahoe for Officers	2027	40,300	-	-	-	-	-	40,300	-	-	-	-	-
Police	Squads 154, 155, and 156 and setup	2027	165,900	-	-	-	-	-	165,900	-	-	-	-	-
Street	Dump Truck & Attachments; Single Axle	2027	207,300	-	-	-	-	-	207,300	-	-	-	-	-
Fire	#20 Pierce Impel 110' Ascendant Ladder Truck and Initial Equipment - Year 5	2027	318,954	-	-	-	-	-	318,954	-	-	-	-	-
Utility	Compactor (Jumping Jack)	2028	5,000	-	-	-	-	-	-	5,000	-	-	-	-
Utility	Pipe Locator	2028	6,000	-	-	-	-	-	-	6,000	-	-	-	-
Admin & Finance	Copy Machine: Public Works	2028	9,800	-	-	-	-	-	-	9,800	-	-	-	-
Fire	Vent Saws (5)	2028	12,300	-	-	-	-	-	-	12,300	-	-	-	-
Admin & Finance	Computer Replacement - Planning Commission	2028	14,800	-	-	-	-	-	-	14,800	-	-	-	-
Park	Floor Scrubber for PW Garage	2028	17,200	-	-	-	-	-	-	17,200	-	-	-	-
Police	Floor Scrubber for PW Garage	2028	17,200	-	-	-	-	-	-	17,200	-	-	-	-
Street	Floor Scrubber for PW Garage	2028	17,200	-	-	-	-	-	-	17,200	-	-	-	-
Utility	Floor Scrubber for PW Garage	2028	17,200	-	-	-	-	-	-	17,200	-	-	-	-
Admin & Finance	City Hall Copier	2028	18,400	-	-	-	-	-	-	18,400	-	-	-	-
Fire	Turnout Gear (4)	2028	18,400	-	-	-	-	-	-	18,400	-	-	-	-
Street	Traffic Radar Signs - Solar/Battery	2028	25,100	-	-	-	-	-	-	25,100	-	-	-	-
Admin & Finance	Switches @ CH, Liq.,PD, & PW (6@6,600ea) (6@3,500ea)	2028	33,500	-	-	-	-	-	-	33,500	-	-	-	-
Admin & Finance	Computer Replacement	2028	35,900	-	-	-	-	-	-	35,900	-	-	-	-
Park	Wood Chipper (Brush Bandit 250xp)	2028	46,500	-	-	-	-	-	-	46,500	-	-	-	-
Park	Replacement Accessories for M-B PV60 (for sidewalk snow removal)	2028	48,200	-	-	-	-	-	-	48,200	-	-	-	-
Park	Replacement Vehicle for M-B MSV3 (sidewalk snow removal)	2028	186,800	-	-	-	-	-	-	186,800	-	-	-	-
Fire	#20 Pierce Impel 110' Ascendant Ladder Truck and Initial Equipment - Year 6	2028	314,728	-	-	-	-	-	-	314,728	-	-	-	-

Equipment Replacement Fund #409

CAPITAL PURCHASE SUMMARY

Department	Description	Project Year	Final Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Street	Virnig Heavy Duty Skeleton Rock Grapple	2029	5,800	-	-	-	-	-	-	-	5,800	-	-	-
Park	Z930M 54"Commercial Ztrak Riding Lawn Mower	2029	8,900	-	-	-	-	-	-	-	8,900	-	-	-
Admin & Finance	Computer Replacement - City Council	2029	12,700	-	-	-	-	-	-	-	12,700	-	-	-
Fire	K- Saws (5)	2029	12,700	-	-	-	-	-	-	-	12,700	-	-	-
Park	Exmark w/Bagger Riding Lawn Mower	2029	13,600	-	-	-	-	-	-	-	13,600	-	-	-
Fire	Turnout Gear (4)	2029	19,000	-	-	-	-	-	-	-	19,000	-	-	-
Park	435 Case Skid Steer (1/3)	2029	25,100	-	-	-	-	-	-	-	25,100	-	-	-
Street	435 Case Skid Steer (1/3)	2029	25,100	-	-	-	-	-	-	-	25,100	-	-	-
Utility	435 Case Skid Steer (1/3)	2029	25,100	-	-	-	-	-	-	-	25,100	-	-	-
Police	152 Investigators Car (Jeep Liberty)	2029	31,700	-	-	-	-	-	-	-	31,700	-	-	-
Admin & Finance	Computer Replacement	2029	37,000	-	-	-	-	-	-	-	37,000	-	-	-
Admin & Finance	Building Inspector's Car	2029	38,000	-	-	-	-	-	-	-	38,000	-	-	-
Utility	1/2 Ton Pickup Truck (Chev 1500)	2029	38,500	-	-	-	-	-	-	-	38,500	-	-	-
Utility	1/2 Ton Pickup Truck (Chev 1500)	2029	38,500	-	-	-	-	-	-	-	38,500	-	-	-
Fire	#23 2022 Chev Tahoe for Officers	2029	43,600	-	-	-	-	-	-	-	43,600	-	-	-
Park	1 Ton Pickup Truck (F-350) w/dump box & Plow	2029	78,000	-	-	-	-	-	-	-	78,000	-	-	-
Park	John Deere Z910A Ztrak w/48" Deck	2030	10,800	-	-	-	-	-	-	-	-	10,800	-	-
Street	Paint Gun-Graco Line Lazer	2030	16,600	-	-	-	-	-	-	-	-	16,600	-	-
Fire	Turnout Gear (4)	2030	19,600	-	-	-	-	-	-	-	-	19,600	-	-
Admin & Finance	Computer Replacement	2030	38,100	-	-	-	-	-	-	-	-	38,100	-	-
Fire	#25 2015 Ford F-250 Crew Cab	2030	38,500	-	-	-	-	-	-	-	-	38,500	-	-
Park	1/2 Ton Pickup Truck (Chev 1500)	2030	39,400	-	-	-	-	-	-	-	-	39,400	-	-
Engineering	Troy's Vehicle	2030	40,800	-	-	-	-	-	-	-	-	40,800	-	-
Street	Front End Loader (JD 624K)	2030	159,100	-	-	-	-	-	-	-	-	159,100	-	-
Street	Street Sweeper -Elgin Pelican NP	2030	272,700	-	-	-	-	-	-	-	-	272,700	-	-
Police	Firearms	2031	12,700	-	-	-	-	-	-	-	-	-	12,700	-
Fire	Generator - Honda 2000 w/Light (5)	2031	13,400	-	-	-	-	-	-	-	-	-	13,400	-
Street	Plow/Loader	2031	14,900	-	-	-	-	-	-	-	-	-	14,900	-
Street	Black Top Roller (Ingersoll Rand DD-12)	2031	20,200	-	-	-	-	-	-	-	-	-	20,200	-
Fire	Turnout Gear (4)	2031	20,200	-	-	-	-	-	-	-	-	-	20,200	-
Park	Ford F-250 Pickup Truck	2031	29,100	-	-	-	-	-	-	-	-	-	29,100	-
Admin & Finance	Computer Replacement	2031	39,300	-	-	-	-	-	-	-	-	-	39,300	-
Admin & Finance	Telephone System & VM	2031	40,300	-	-	-	-	-	-	-	-	-	40,300	-
Utility	1/2 Ton Pickup Truck (Chev 1500)	2031	41,000	-	-	-	-	-	-	-	-	-	41,000	-
Utility	1/2 Ton Pickup Truck (Chev 1500)	2031	41,000	-	-	-	-	-	-	-	-	-	41,000	-
Engineering	1/2 Ton Pickup Truck	2031	43,000	-	-	-	-	-	-	-	-	-	43,000	-
Park	Ventrac 4x4 Articulated Tractor	2031	65,200	-	-	-	-	-	-	-	-	-	65,200	-
Engineering	Survey Equipment	2032	3,500	-	-	-	-	-	-	-	-	-	-	3,500
Police	Lockers	2032	4,800	-	-	-	-	-	-	-	-	-	-	4,800
Admin & Finance	Computer Replacement - Planning Commission	2032	16,600	-	-	-	-	-	-	-	-	-	-	16,600
Fire	400 GPM Portable Pumps (2)	2032	20,800	-	-	-	-	-	-	-	-	-	-	20,800
Fire	Turnout Gear (4)	2032	20,800	-	-	-	-	-	-	-	-	-	-	20,800
Park	UTV	2032	22,400	-	-	-	-	-	-	-	-	-	-	22,400
Street	Weight Scales (4) (Haenni Wheel Load Scales WL 101)	2032	30,200	-	-	-	-	-	-	-	-	-	-	30,200
Police	Unmarked Car (Ford Fusion)	2032	39,500	-	-	-	-	-	-	-	-	-	-	39,500
Admin & Finance	Computer Replacement	2032	40,400	-	-	-	-	-	-	-	-	-	-	40,400
Street	Tractor Backhoe (Cat 420E)	2032	58,400	-	-	-	-	-	-	-	-	-	-	58,400
Utility	Tractor Backhoe (Cat 420E)	2032	58,400	-	-	-	-	-	-	-	-	-	-	58,400
Street	1 Ton Pickup Truck (Ford F-450):Plow-Sander	2032	86,400	-	-	-	-	-	-	-	-	-	-	86,400
			Total	**$671,700**	**$1,043,746**	**$1,706,876**	**$939,979**	**$771,356**	**$919,154**	**$844,228**	**$453,300**	**$635,600**	**$380,300**	**$402,200**

Equipment Replacement Fund #409

PROJECTED CASH FLOWS

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
RECEIPTS											
Investment Earnings	20,946	19,439	18,117	9,979	7,329	5,939	2,937	454	1,356	443	1,931
General Fund Transfer	395,000	414,576	400,000	450,000	420,000	420,000	400,000	360,000	370,000	370,000	370,000
Cable Fund Transfer	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Water Fund Transfer	40,000	62,000	70,000	60,000	60,000	60,000	60,000	50,000	50,000	50,000	40,000
Sewer Fund Transfer	60,000	93,000	100,000	90,000	90,000	80,000	80,000	80,000	70,000	70,000	60,000
Facilities and Infrastructure Transfer		183,000									
Fire Dept. Pull Tabs		**134,546**	**300,000**	**60,000**	**50,000**	**48,000**	**48,000**	**48,000**	**48,000**	**33,600**	**41,600**
TOTAL RECEIPTS	**520,946**	**911,561**	**893,117**	**674,979**	**632,329**	**618,939**	**595,937**	**543,454**	**544,356**	**529,043**	**518,531**
DISBURSEMENTS											
Capital Outlay	$671,700	$1,043,746	$1,706,876	$939,979	$771,356	$919,154	$844,228	$453,300	$635,600	$380,300	$402,200
TOTAL DISBURSEMENTS	**$671,700**	**$1,043,746**	**$1,706,876**	**$939,979**	**$771,356**	**$919,154**	**$844,228**	**$453,300**	**$635,600**	**$380,300**	**$402,200**
NET CHANGE IN FUND BALANCE	($150,754)	($132,185)	($813,759)	($264,999)	($139,027)	($300,215)	($248,290)	$90,154	($91,244)	$148,743	$116,331
FUND BALANCES, JANUARY 1	$2,094,639	$1,943,885	$1,811,700	$997,941	$732,942	$593,915	$293,700	$45,410	$135,564	$44,319	$193,063
FUND BALANCES, DECEMBER 31	**$ 1,943,885**	**$ 1,811,700**	**$ 997,941**	**$ 732,942**	**$ 593,915**	**$ 293,700**	**$ 45,410**	**$ 135,564**	**$ 44,319**	**$ 193,063**	**$ 309,393**

City of Wayzata
City Council Agenda Report

MEETING DATE: December 20, 2022	**AGENDA ITEM:** 7.h
TITLE: Approval of Professional Services Agreement with Delaney Consulting for Wine and Spirits Work Plan Implementation	
PROPOSED MOTION: To Approve the Professional Services Agreement with Delaney Consulting for Wine and Spirits Work Plan Implementation	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:
Staff recommends approval of the professional services agreement.

FINANCIAL OR BUDGET CONSIDERATION:
The draft agreement proposes a not to exceed amount of $10,800 depending on the amount of effort staff needs in completing implementation steps of the work plan. The Liquor Fund CIP has $27,900 dedicated to marketing updates for these purposes.

BACKGROUND:
Earlier this year, the City partnered with Delaney Consulting to conduct a Strategic and Marketing Assessment of the Wine and Spirits operations in order to maximize the enterprise's profit and benefit to the community. The final deliverable was a report that was discussed in depth at the November 1st workshop and subsequently received by the Council at its November 15th regular meeting. The assessment's main recommendations were to:

1. Eliminate the current Savour Reward Program and replace it with a mutually beneficial loyalty program to provide value to its members while driving more traffic and overall profitability.
2. Define and refine the Wayzata Wine & Spirits brand to create clarity and differentiation of your marketing, value propositions, sales channels, growth strategies, assortment, pricing, and channel execution.
3. Implement an integrated promotional planning capability to activate all marketing and promotional resources to build new customer acquisition and improve current customer retention.
4. Build a disciplined and right sized business operating rhythm that includes objectives, clear roles and responsibilities, effective tools process around measuring and forecasting business plans and support.

Following this process, staff have met internally and are in the process of putting together a work plan that will be reviewed by the Council within the next month. Given the limited in-house resources related to the liquor operation, and the timeliness to implement the recommendations, staff will need to rely on industry experts like Delaney for assistance as it moves forward with implementation. The attached draft contract allows staff to work with Delaney on an as-needed basis, especially as it moves forward with its first couple of recommendations.

ATTACHMENTS:
1. Professional Services Agreement - Delaney Consulting

CITY OF WAYZATA
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made effective June 22, 2022 ("Effective Date") by and between the City of Wayzata, Minnesota (the "City") and Delaney Consulting, LLC, a Minnesota LLC with a business address of 3546 Emerson Ave, Suite 1, Minneapolis, MN 55408 ("Contractor") for the professional services and related deliverables described herein, and contains the terms and conditions applicable to all of Contractor's services and associated deliverables for the City.

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. SCOPE OF SERVICES AND DELIVERABLES

Contractor will provide the professional services and deliverables (collectively, the "Services") that are described in the Statement of Work attached hereto as **Attachment A** (the "Statement of Work"), according to the project team, project scope, services descriptions, deliverables, timeline, and other terms therein, and in accordance with best practices and industry standards.

II. PROJECT REPRESENTATIVES

A. City's main point of contact shall be the City Manager.
B. Contractor's main point of contact for the Services shall be Michael Bitzer.

III. COMPENSATION AND BILLING

As consideration for the provision of the Services and all costs associated therewith, the City agrees to pay the Contractor a not to exceed amount of ten thousand and eight hundred dollars ($10,800).

Contractor will invoice the City for the Services provided in accordance with this Agreement, and include with such invoices detailed descriptions of the Services provided by the Contractor to the City. City shall pay Contractor for all undisputed invoices within thirty (30) days of receipt of such invoices.

IV. CHANGE OF SCOPE OF SERVICES

City may request, and Contractor may suggest, changes or additions to the Services. In such event, City and Contractor will work together on the details of such changes (including any adjustments to Contractor's compensation and the specifications, timeline and deliverables described in **Attachment A**), and if agreed upon in writing by both City and Contractor, such changes shall be an amendment to this Agreement.

V. INSURANCE

Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

> **A. General Liability.** Contractor agrees to maintain commercial general liability insurance in a minimum amount of $1,000,000 per occurrence; $2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability~~. City shall be endorsed as additional insured.~~ City shall be provided with a current Certificate of Insurance.

> **B. Automobile Liability.** If Contractor operates a motor vehicle in performing the Services under this Agreement, Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of $1,000,000 combined single limit.

> **C. Professional (Errors and Omissions) Liability Insurance.** Contractor will maintain professional liability insurance for all claims Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under this Agreement. Contractor is required to carry the following minimum limits: $1,000,000 per occurrence; $2,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the Effective Date, and Contractor shall maintain such insurance for a period of at least three (3) years following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

> **D. Workers' Compensation.** Contractor agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Contractor shall also carry employers' liability coverage with minimum limits as follows: (i) $500,000 – Bodily Injury by Disease per employee; (ii) $500,000 – Bodily Injury by Disease aggregate; and (iii) $500,000 – Bodily Injury by Accident.

Contractor shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. Contractor's policies shall be the primary insurance to any other valid and collectible insurance available to City with respect to any claim arising out of Contractor's performance under this Agreement. Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City.

VI. INDEPENDENT CONTRACTOR RELATIONSHIP

City and Contractor agree that Contractor is an "independent contractor" and not an employee of City. Contractor shall be solely and entirely responsible for its acts and for the acts of its employees, agents, and subcontractors in connection with the Services. Contractor shall be responsible for the compensation and benefits of Contractor's employees and for payment of all federal, state and local taxes payable with respect to any amounts paid to Contractor under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid by City with respect to payments to Contractor, including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax and state unemployment tax. Contractor shall not be entitled to any benefits from City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

VII. TERMINATION

This Agreement shall continue in effect until terminated by either party upon such party giving the other no less than 30 days prior written notice of termination. Termination of this Agreement for any reason shall not affect any provision of this Agreement that by its nature is intended to survive termination.

VIII. OTHER TERMS

A. **Entire Agreement; Amendments.** This Agreement and the attachments referenced herein represent the entire agreement between Contractor and City. Any terms in attachments which conflict with the main body of this Agreement shall be limited, controlled and superseded by the terms in the main body of this Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, either written or oral. No amendment or modification of the terms of this Agreement, except as may be expressly authorized herein, may be made and will not be effective unless agreed upon in writing by City and Contractor.

B. **Assignability.** The rights and obligations of Contractor under this Agreement shall not be assignable or transferable without the prior written approval of the City.

C. **Compliance of all Laws; Ability to Perform; Representations.** Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and orders. Contractor has in effect and will maintain in effect all permits, licenses, and other authorizations necessary for the performance of the Services. Contractor is not aware of any fact or circumstance which would prevent Contractor from performing in accordance with this Agreement. Contractor represents and warrants that Contractor has the requisite training, skills, and experience necessary to provide the Services contemplated by this Agreement, and that the Services will be performed using personnel, equipment, and material qualified and suitable to perform the Services requested. Contractor shall be solely responsible for its negligent acts, errors and omissions while performing Services under this Agreement. Contractor will perform the Services with reasonable care and skill, in a diligent and professional manner and in accordance with accepted professional practices and industry standards.

D. Assurances and Indemnification. Contractor assures the City, and represents and warrants, that the information it has provided in its Statement of Work is accurate and not misleading in any material respect. Contractor shall defend and indemnify City, its employees, officials, and agents, against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person, or damage to property, arising out of the negligent performance of the Services or any breach of any representation or term of this Agreement by Contractor.

E. Payment of Others. Contractor shall pay all of Contractor's employees, agents, and subcontractors furnishing services, labor, equipment, or materials incidental to the performance of Contractor's obligations under this Agreement.

F. Rights in Deliverables. All deliverables associated with the Services, and all data, information, ideas, designs, plans and creative works associated therewith, shall be the exclusive property of City, including all intellectual property rights therein. City and Contractor agree that such are works made for hire for City, and to the extent they do not qualify as such, Contractor hereby assigns all rights therein to City.

G. Contractor's Obligations Upon Termination. Upon the expiration or termination of this Agreement, Contractor shall furnish City with all deliverables and work in progress associated with the Services as of the effective date of termination. City shall have the unfettered right and freedom to use all such deliverables and work in progress as it sees fit, and to hire third parties to complete all outstanding Services as of the effective date of termination.

H. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. Notices. All notices or communications relating to this Agreement shall be in writing and shall be deemed given upon hand delivery or deposit in the United States mail, return receipt requested, and addressed as follows:

To the City:	To Contractor:
Wayzata City Hall	Delaney Consulting, LLC
600 East Rice Street	883 250th Avenue
Wayzata, MN 55391	Luck, WI 54853
Attention: City Manager	Attention: Flora Delaney

J. Governing Law; Jurisdiction; Data Practices Act. This Agreement shall be construed in accordance with governed by the laws of the State of Minnesota. The parties agree to submit to the jurisdiction of the courts of the State of Minnesota, and that any litigation regarding this Agreement will be brought in the state or federal courts that lie in Hennepin County, Minnesota. Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13. Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions that the City would perform is subject to the requirements of Chapter 13, and Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

K. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

L. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of this Agreement will remain in full force and effect.

M. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY:	**CONTRACTOR:**
City of Wayzata, a Minnesota Municipal corporation	Delaney Consulting, LLC
By: ____________________________ Johanna Mouton, Mayor	By: ____________________________ Name: Flora Delaney Title: President
By: ____________________________ Jeffrey Dahl, City Manager	

ATTACHMENT A
STATEMENT OF WORK

DELANEY
CONSULTING

City of Wayzata: Delaney Consulting Working Agreement

This Agreement ("Agreement") is made on the 9th day of December, 2022, between the City of Wayzata, Minnesota, whose business address is 600 Rice Street East, Wayzata MN 55391, and Delaney Consulting, a Minnesota LLC, whose business address is 883 250th Ave, Luck WI 54853.

Delaney Consulting will provide business consulting services to the City of Wayzata and the Wayzata Liquor store as outlined below.

This is a mutual agreement which is nonbinding. Either party can terminate this agreement without cause. Both parties agree to act like grownups and handle any issues honestly and always with the intent of leaving the other party happy with the outcome.

Delaney Consulting and Michael Bitzer, Account Leader will execute a "readiness" phase of work as a continuation of the Marketing Assessment SOW completed on 11.1.2022. The goals and objectives of this SOW are to create a workplan, and initiate the work, for the agreed upon prioritized recommendations from the SOW ending 11.1.2022. The City of Wayzata and Wayzata Wine & Spirits' teams want to ensure that they can more easily transition into tackling development and execution of new work in 2023. They also need interim assistance during the predictable retail Holidays and City Government capacity gaps in November and December.

This will be a time and materials billing relationship. The City of Wayzata will have great influence on exactly what the priorities Delaney Consulting will work against and then the two parties will agree to and document more specific deliverables.

Based upon the Final Report of our current engagement, it is likely that this scope will include work to progress the following:

1) **Research and further analysis** of financial data, qualitative insights, and operations to present decision points back to the working team on initiatives such as a new Rewards Program, Delivery Program, and Ecommerce capabilities.
   Deliverable: Financial and operating models to consider,decide upon, and implement in 2023. Facilitate alignment and work team meetings.
2) The creation of a **playbook and workplan** to replace the Savour Rewards Program.
   Deliverables: Define the benefits and operations of a new reward program. Coordination with current rewards provider to prepare for this change. Creation of an operational playbook for the launch of a new program and retiring Savour Rewards.

DELANEY
CONSULTING

3) Evolving The City of Wayzata's **business operations and rhythms** reflective in recommendations three and four of our final report from our last engagement.
   Deliverables: Create new rhythms with supporting agendas, tools, processes – coach leaders and/or facilitate a round of these new rhythms. Create new retail scorecards. Consultations with agreed upon resources to normalize Wayzata's retail accounting and P&L. Partner with and lead WWS resources through an IPP rhythm.
4) **FINAL DELIVERABLE:** All newly created documents will be turned over, as well as a recap and presentation of all work completed. Work sessions will be scheduled to hand off this work to the appropriate persons. Ultimately, the City of Wayzata will be able to prioritize the workstreams and together, Delaney Consulting and the City of Wayzata will agree upon all deliverables.

This will be a time and materials engagement that will be billed at a discounted rate of $90/hour for Michael Bitzer's time. Michael will commit up to 10 hours per week for 12 weeks, totaling up to 120 hours, beginning the week of 12.19.22. Using this structure, this will not exceed the cost of $10,800. Delaney consulting will bill at the end of December, January, February, and March for all hours against this SOW.

Executed as of the day and year first written above.

DELANEY CONSULTING	CITY OF WAYZATA
Flora Delaney	
Flora Delaney, President	Title:

City of Wayzata
City Council Agenda Report

MEETING DATE: December 20, 2022	**AGENDA ITEM:** 9.a
TITLE: Consider Approval of the General Obligation Bond Proceeds Construction Grant Agreement for the Wayzata Lake Effect Boardwalk Project (Panoway on Wayzata Bay) with the State of Minnesota Department of Employment and Economic Development	
PROPOSED MOTION: To Approve the Construction Grant Agreement for the Wayzata Lake Effect Boardwalk Project (Panoway on Wayzata Bay) with the State of Minnesota Department of Employment and Economic Development.	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:
Staff recommends approval of the agreement.

FINANCIAL OR BUDGET CONSIDERATION:
Attached is the updated sources and uses spreadsheet for the Panoway on Wayzata Bay project. The $4 million in State Bonds will specifically be used to fund both the hard and soft construction costs associated with Phase 2a, which is construction of the Boardwalk.

BACKGROUND:
On October 22, 2020, the State of Minnesota awarded $4 million in its Bonding Legislation for the Panoway Boardwalk project. The City had originally requested $10 million and is still advocating to receive the remaining $6 million for the project.

The $4 million will go a long way to fund the boardwalk which is to be constructed in 2023. It is important to note that the grant funds do cover admin and consultant costs that have already been incurred by the City related to the Boardwalk. In order to receive reimbursement for funds already spent and future expenditures, the City must approve a bonding agreement with the State which stipulates how they can be used, timelines, and mitigate any liability. The attached draft agreement has been thoroughly reviewed by staff, the City Attorney, and officials from the State of Minnesota.

As of Friday, December 16, staff was still waiting to receive the final draft from the state. Attached is a previous draft. Staff will provide the updated final draft prior to the meeting.

ATTACHMENTS:
1. Wayzata - Lake Effect Boardwalk - Grant Agreement

SPAP-20-0033-P-FY22

General Obligation Bond Proceeds

Grant Agreement - Construction Grant for the Wayzata Lake Effect Boardwalk Project

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General Obligation Bond Proceeds

Grant Agreement - Construction Grant for the <u>Wayzata Lake Effect Boardwalk</u> Project

THIS AGREEMENT shall be effective as of <u>**October 22**</u>, <u>**2020**</u>, and is between <u>**the City of Wayzata**</u>, a <u>**Minnesota municipal corporation empowered in Minnesota Statutes, Chapter 410, "Home Rule Charter City"**</u> (the "Public Entity"), and the <u>**Minnesota Department of Employment and Economic Development**</u> (the "State Entity").

RECITALS

A. Under the provisions contained in <u>**Minnesota Statutes, Chapter 410, "A Home Rule Charter City" (the Statutory Authority")**</u>, the Public Entity has been given the authority to <u>**own and operate a Wayzata Lake Effect Board Boardwalk**</u> and

B. Under the provisions contained in <u>**Minnesota Session Laws 2020, Fifth Special Session, Chapter 3, Article 1, Section 21, Subdivision 45, as amended by Minnesota Laws 2021, First Special Session, Chapter 14, Article 9 Section 11,**</u> (the "G.O. Bonding Legislation") the State of Minnesota has allocated $<u>**4,000,000.00**</u> (the "G.O. Grant"), which is to be given to the Public Entity as a grant to assist it in the <u>**design, and construct of a boardwalk and restore the lake edge on Lake Minnetonka in downtown Wayzata as a part of the Lake Effect Project. Notwithstanding Minnesota Statutes, section 469.1763, subdivision 2, the city of Wayzata may extend increments generated by Tax Increment Financing District No. 6 for the design and construction of the lakefront pedestrian walkway and community transient lake public infrastructure related to the Panoway on Wayzata Bay project, and all such expenditures are deemed expended on activities within the district. EFFECTIVE DATE. This section is effective the day after the governing body of the city of Wayzata and its chief clerical officer comply with the requirements of Minnesota Statutes 654.021, subdivision 2 and 3,**</u> as authorized by such legislation; and

C. Under the provisions contained in <u>**Minnesota Statutes, Chapter 410, "A Home Rule Charter City"**</u>, the Public Entity has been given the authority to <u>**operate a Lake Effect Boardwalk**</u> ; (the "Governmental Program") and

D. The monies allocated to fund the grant to the Public Entity are proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution; and

E. The Public Entity's receipt and use of the G.O. Grant to acquire an ownership interest in and/or improve real property (the "Real Property") and, if applicable, structures situated thereon (the "Facility") will cause the Public Entity's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minn. Stat. § 16A.695

(the "G.O. Compliance Legislation") and in that certain "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the "Commissioner's Order"), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

F. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Public Entity, and the operation of the Real Property and, if applicable, Facility.

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

Article I
DEFINITIONS

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

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

"Agreement" - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the **Wayzata Lake Effect Boardwalk** Project, as such exists on its original date and any amendments, modifications or restatements thereof.

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

"Architect", if any - means **Scott Jordan, Principal, Civitas Inc. of Denver Colorado**, which will administer the Construction Contract Documents on behalf of the Public Entity.

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

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

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

"Completion Date" – means **December 31, 2024** the date of projected completion of the Project.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" – means the work to be performed under the Construction Contract Documents.

"Counterparty" - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

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

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to the State Entity when an Advance is requested, as referred to in Section 6.02.

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

"Facility", if applicable, - means **Wayzata Lake Effect Boardwalk**, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the G.O. Grant.

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

"G.O. Bonding Legislation" – means the legislation delineated in Recital B hereinabove as the G.O. Bonding Legislation.

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

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

"G.O. Grant" - means a grant of monies from the State Entity to the Public Entity in the amount identified as the "G.O. Grant" in Recital B to this Agreement, as the amount thereof may be modified under the provisions contained herein.

"Governmental Program" – means the operation of the Real Property and, if applicable, Facility for the purpose specified and identified in Recital C of this Agreement as the Governmental Program.

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

"Inspecting Engineer", if any - means the State Entity's construction inspector, or its designated consulting engineer.

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

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

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

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

"Ownership Value", if any – means the value, if any, of the Public Entity's ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity's execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is **$3,609,100.00**; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank "Not Applicable" is not checked, a rebuttable presumption that the Ownership Value is $0.00 shall be created. (*The blank "Not Applicable" should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

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

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

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

"Real Property/Facility Lease" - means a long-term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is* *only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and <u>should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist</u>.*

"State Entity" - means the entity identified as the "State Entity" in the lead-in paragraph of this Agreement.

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

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

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

Article II
GRANT

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

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

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

Ownership Interest in the Real Property.

☐ Fee simple ownership of the Real Property.

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

☒ An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: ________________.)

Ownership Interest in, if applicable, the Facility.

☒ Fee simple ownership of the Facility.

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

☐ Not applicable because there is no Facility.

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

(Check all appropriate boxes.)

☐ Acquisition of fee simple title to the Real Property.

☐ Acquisition of a leasehold interest in the Real Property.

- [ ] Acquisition of an easement for the Real Property.
- [x] Improvement of the Real Property.
- [ ] Acquisition of fee simple title to the Facility.
- [ ] Acquisition of a leasehold interest in the Facility.
- [x] Construction of the Facility.
- [ ] Renovation of the Facility.
- [ ] «17».
  (Describe other or additional purposes.)

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for the operation of the Governmental Program or for such other use as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

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

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

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

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

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

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

B. It has legal authority to use the G.O. Grant for the purpose or purposes described in Recital B of this Agreement.

C. It has legal authority to operate the Governmental Program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.

V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

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

X. The Useful Life of the Real Property and, if applicable, Facility is __**25**___ years.

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

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

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

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the

Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12. The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

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

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

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

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

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

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

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

D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.

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

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

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

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

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

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

C. If the Event of Default involves a failure to comply with the provisions of Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

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

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

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

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

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

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

Section 2.12 **Modification and/or Early Termination of Grant.** If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the G.O. Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the G.O. Grant shall terminate. In such event, (i) if none of the G.O. Grant has been disbursed by such dates then the State Entity's obligation to fund any portion of the G.O. Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the G.O. Grant has been disbursed by such dates then the State Entity shall have no further obligation to provide any additional funding for the G.O. Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the G.O. Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

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

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

Article III
USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

A. The purpose for which it was entered into must be to operate the Governmental Program in the Real Property and, if applicable, Facility.

B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the Governmental Program and must describe such program.

D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the Governmental Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the Governmental Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the Governmental Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the Governmental Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the Governmental Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in "private business use" under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

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

L. If the amount of the G.O. Grant exceeds $200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 **Initial Term and Renewal.** The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the Governmental Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 **Reimbursement of Counterparty.** A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 **Receipt of Monies Under a Use Contract.** The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the G.O. Grant and the denominator of which is sum of the G.O. Grant and the Approved Debt.

Article IV
SALE

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

A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the Governmental Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. The written consent of the Commissioner of MMB has been obtained.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article VI
DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 **The Advances.** The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the G.O. Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the G.O. Grant. If the amount of G.O. Grant that the State Entity cumulatively disburses hereunder to the Public Entity is less than the amount of the G.O. Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the G.O. Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to make Advances shall terminate as of the dates specified in such Section even if the entire G.O. Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the G.O. Bonding Legislation, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1
Cumulative Advances ≤ (G.O. Grant) × (percentage of matching funds, if any, required under Section 7.23 that have been disbursed)

Formula #2
Cumulative Advances ≤ (G.O. Grant) × (percentage of Project completed)

Section 6.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the G.O. Grant, which shall be no more often than once each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by the State Entity unless the Public Entity shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

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

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

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Public Entity.

Section 6.03 **Additional Funds.** If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the G.O. Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 **Conditions Precedent to Any Advance.** The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

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

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.

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

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

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

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

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.

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

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

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

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

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.

P. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.

Q. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 **Construction Inspections.** The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.10 **Review of Plans and Cost Estimates.** The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the G.O. Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than $1,500,000.00, or any other capital project with a construction cost of less than $750,000.00.

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

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

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

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

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

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

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

Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

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

To the Public Entity at:

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

To the State Entity at:

Minnesota Department of Employment and Economic Development
332 Minnesota St. – Suite E200
St. Paul, MN **55101**
Attention: **Gerald Wenner**

To the Commissioner of MMB at:

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

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

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

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

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

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

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

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

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project: **$2,629,061**

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

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

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

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

(i) State funds including the G.O. Grant, identifying the source and amount of such funds.
(ii) Matching funds, identifying the source and amount of such funds.
(iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
(iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
(v) Other funds, identifying the source and amount of such funds.

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

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

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

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

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

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

Section 7.25 **Project Completion Schedule.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 **Public Entity Tasks**. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.28 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.30 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.31 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

None

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

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the **Wayzata Lake Effect Boardwalk** Project on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

City of Wayzata,
a **Municipal Corporation**

By: ______________________________
Johanna Mouton
Its: **Mayor**

Dated: __________________, **2022**

And: ______________________________
Jeffrey Dahl
Its: **City Manager**

Dated: __________________, **2022**

STATE ENTITY:

Minnesota Department of Employment and Economic Development,

By: ______________________________
Kevin McKinnon
Its: **Deputy Commissioner**

Dated: __________________, **2022**

Minnesota Department of Employment and Economic Development – Encumbrance Verification

By: ______________________________
Robin Culbertson
Its: **Grant Contract Specialist**

(Individual signing certified that funds have been encumbered as required by Minnesota Statutes 16A.15 and 16C.05)

Attachment I to Grant Agreement
State of Minnesota
General Obligation Bond Financed
DECLARATION

The undersigned has the following interest in the real property located in the County of **Hennepin**, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the "Restricted Property"):

(Check the appropriate box.)

☐ a fee simple title,

☐ a lease, or

☐ an easement,

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

A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and

B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain __**General Obligation Bond Proceeds Grant Agreement - Construction Grant for the Wayzata Lake Effect Boardwalk Project**__ between **the Minnesota Department of Employment and Economic Development/the State** and _**the City of Wayzata**, dated _________, ____.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of **Minnesota Department of Employment and Economic Development** and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY

Those portions of Hennepin County PID Nos. 06-117-22-31-0001, 06-117-22-31-0089, 06-117-22-44-0025, and 06-117-22-42-0080 over, across, upon and adjacent to which the City will cause the Facility to be located and constructed, as depicted on the attached map.

(*Attachment II continues on next page*)

Attachment II to Grant Agreement (Cont.)
DEPICTION OF REAL PROPERTY

Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT

Source of Funds **Use of Funds**

Identify Source of Funds	Amount	Identify Items	Amount
State G.O. Funds		**Ownership Acquisition**	
G.O. Grant	**$ 4,000,000**	**and Other Items Paid for**	
		with G.O. Grant Funds	
Other State Funds		Purchase of Ownership	$ 0
	$ 0	Interest	
	$	Other Items of a Capital	
	$	Nature	
Subtotal	$ **4,000,000**	Design/Engineering	**$ 746,907**
		Construction	**$ 3,253,093**
Matching Funds			
	$		
	$		
Subtotal	$		
Other Public Entity Funds		Subtotal	**$ 4,000,000**
	$		
	$		
Subtotal	$		
Loans			
	$	**Items Paid for with**	
	$	**Non- G.O. Grant Funds**	
Subtotal	$	Construction	**$ 1,923,794**
		Construction Contingency	**$ 705,267**
Other Funds			
	$ 0		
	$		
Subtotal	$ 0	Subtotal	**$ 2,629,061**
Prepaid Project Expenses			
	$ 0		
	$		
Subtotal	$ 0		
TOTAL FUNDS	$	**TOTAL PROJECT COSTS**	**$ 6,629,061**

Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE

Activity	Start mm/yy	Finish mm/yy
Design, Development & Construction Documents	**02/22**	**12/22**
Permitting	**07/22**	**12/24**
Final Bidding	**01/23**	**04/23**
Construction	**04/23**	**12/24**

City of Wayzata
City Council Agenda Report

MEETING DATE: December 20, 2022	**AGENDA ITEM:** 9.b
TITLE: Consider Approval of Purchase and Installation Agreement with Blue Horizon for Municipal Solar Installations	
PROPOSED MOTION: To Approve Purchase and Installation Agreement with Blue Horizon for Municipal Solar Installations	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Jeffrey Dahl, City Manager, Aurora Yager, Deputy City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached Purchase and Installation Agreement with Blue Horizon for municipal solar installations.

FINANCIAL OR BUDGET CONSIDERATION:

The total cost of the project would be $650,539 with a net savings of $853,918 and a net present value of $330,538 based on approximately 32.9% (357,934 kWh) of the total energy usage from the buildings would be offset by solar production and other incentives. Additional financial information is stated in the Blue Horizon memo attached. This project was incorporated into the CIP's Facilities and Infrastructure Fund in 2023 to move forward with the direct purchase option of the system to maximize cost savings.

BACKGROUND:

The Energy and Environment (E&E) Committee has discussed and researched the potential for a municipal rooftop solar project for approximately two years. The reasons for pursuing this solar project are to save money, produce sustainable energy, reduce the City's carbon footprint, become a community leader in sustainability, and have the potential for educational opportunities.

Through a thorough selection process, Blue Horizon's proposal was considered by the Council earlier this summer for approval. However since the Inflation Reduction Act (IRA) had just passed, the Council decided to get more information on the potential financial benefits of that program. At the August 16 Council workshop, the Council directed staff to pursue the direct purchase option for the solar project since that option would maximize the savings over the lifespan of the solar installation. The direct purchase option was then incorporated into the CIP for 2023 that was reviewed at the October 18 Council workshop.

Blue Horizon has created an Agreement for the purchase and installation of the system that is attached. Staff and the City Attorney have reviewed and edited the Agreement with Blue Horizon. The solar systems would be installed on City Hall, Library, Fire Station, Public Works, and the Muni/Liquor Store.

If the Agreement is approved, the ordering of materials and permitting process will start in the near future. The proposed timing of installation would be in the spring to fall of 2023. Blue Horizon will be present at the City Council meeting to answer any questions.

ATTACHMENTS:

1. Blue Horizon Memo
2. BHE-Wayzata - Full Contract
3. BHE-Wayzata - Fire (Exhibits)
4. BHE-Wayzata - Public Works (Exhibits)
5. BHE-Wayzata - Library (Exhibits)
6. BHE-Wayzata - City Hall (Exhibits)
7. BHE-Wayzata - Municipal Bar & Grill/Liquor Store (Exhibits)

Blue Horizon Energy LLC
121 Cheshire Lane, Suite 500
Minnetonka, MN, 55305, USA

December 20th, 2022

City of Wayzata

Dear Councilmembers,

As a follow-up to the August 16th City Council meeting where the city approved the proposed solar installations on the five municipal sites. After reviewing the Direct Purchase and Power Purchase Agreement options, the city has chosen the direct purchase route.

Summary of Direct Purchase

Direct Purchase.

Cash or bond-financed purchase for 70% of the capital cost, utilizing Direct Payment of the 30% Federal Investment Tax Credit. The payment schedule is still being outlined by the federal government. Based on similar direct purchase incentives in the past, this would be within the installation year after project completion.

Summary of Benefits

The benefits of each project are comprised of three streams of savings:

1) **Kilowatt Hour Credits to Energy Consumption.**
    - These credits appear monthly on your Xcel Energy bill equal to the amount of power your solar energy systems produce during the corresponding month.
    - The amount of power you purchase from Xcel Energy each month will be reduced by the amount of kWh credits your solar provides.
2) **Solar*Rewards Incentive.**
    - This is a special incentive program for which you will receive an annual payment from Xcel Energy during the first ten years of your solar energy system's life.
    - Each year Xcel will pay you $0.03/kWh for all power your system produces.
    - This incentive will be available through the end-of-the-year, but can be extended six months.
3) **Photovoltaic Demand Credit Tariff.**
    - This is a tariff program which provides an additional economic benefit for sites that have a demand charge on their electricity bill.
    - Under this program, you will receive an additional monthly credit on your Xcel Energy bill equal to the tariff rate (~6.9 cents per kWh) multiplied by the amount of power your system produces between 1pm and 7pm each day.

Together these three streams of savings form the total economic benefits produced by your solar energy system.

Summary of Savings

The savings produced by your solar energy system is calculated by taking the total purchase price, minus incentives, and comparing it to the total economic benefits produced.

	Scenario	Capital Cost	Purchase Incentives	Net Savings	IRR	NPV	Breakeven
1	Direct with 30% DP	$650,539	$195,162	$853,918	9.09%	$330,538	9.5 Years
NPV is calculated using a 4% discount rate.							

Factors Affecting Pricing, Incentives, Permitting, Scheduling and Payback

Why should the City pursue these projects now?

1) Pricing
- Due to the passage of the IRA, many of the large scale solar projects nationwide have been green-lighted. Along with the backlog of projects from COVID delayed projects and supply chain woes, this has caused pricing to increase over the past few months.

2) Incentives
- Xcel Energy has approved the projects for the Solar*Rewards incentive.
- This incentive remains available through the end-of-the-year but has a six month extension period available. Once this extension is reached, the allocated amount will pass to the first waitlisted customer.
- Based on the extension, the 2023 Solar*Rewards incentive will be allocated. This means that the next available incentive will be 2024.

3) Permitting
- Xcel permitting is completed, which is always a significant hurdle.
    - Building permits would need to be approved*

4) Scheduling
- We have tentatively planned for the spring in our scheduling for these projects and have supply for the necessary equipment to complete the projects.

5) Payback
- The breakeven will be negatively affected by higher pricing/lower incentives.

We look forward to your consideration of these options and are happy to work together to refine the options as necessary following your review.

Sincerely,

____

Mark Isaacson
VP, Development
Blue Horizon Energy

Blue Horizon Energy, LLC
121 Cheshire Lane, Suite 500
Minnetonka, MN 55305

PURCHASE AND INSTALLATION AGREEMENT

This Purchase and Installation Agreement ("Agreement") is entered into as of ___________ (the "Effective Date") by and between **Blue Horizon Energy LLC** ("Company") and the **City of Wayzata, MN** at the address identified in **Appendix 1** ("Customer").

RECITAL: Customer desires to purchase one (1) Solar Energy System (defined below) from Company and to have Company install the System at Customer's identified location in **Appendix 1**. Company is willing to make such sale and undertake such engagement on the terms and conditions set forth in this Agreement.

THEREFORE: In consideration of the mutual provisions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Customer agree as follows:

1. Description of System and Contract Sum:

A. "System" or "Solar Energy System" means the solar energy systems purchased by Customer from Company and installed by Company on behalf of Customer as specified in this Agreement and described in **Appendix 1**. The System will be in the location, and will meet the criteria, specified in **Appendix 1**.

B. "Services" or "Work" means the installation of the System as specified in **Appendix 1** and any related work done by the Company under this Agreement.

C. In the event of an agreed upon change to the System, Company and Customer shall acknowledge the change in a writing that sets forth a description of the change, the price for the change, and any extension to the projected delivery date of the System (the "Change Order"). If such a Change Order is executed by the parties, the terms of this Agreement shall still apply, subject to the specific changes authorized within the Change Order or any subsequent validly executed Change Order.

D. The Customer shall pay the Company as specified in **Appendix 1** (the "Contract Sum") for the System and the Company's performance of the Services, subject to additions and deductions as provided in any duly executed Change Orders. Payment of the Contract Sum shall be made in partial payments, as defined herein, as Company's performance of the Services reaches certain milestones.

2. Purchase of System:

A. Company will sell and Customer will purchase the System from Company for the Contract Sum in accordance with the terms and conditions set forth in this Agreement. Payment may be made by check, wire transfer, or ACH payment to Blue Horizon Energy, LLC in the installments specified in Section 4.

3. Timeline of Installation:

A. Unless otherwise noted herein or in a duly executed Change Order, the Company shall commence work on installation of the System on the Effective Date of this Agreement and shall exercise commercially reasonable efforts to achieve substantial completion of all on-site installation of the System ("Substantial Completion") by the date specified in **Appendix 1** unless there are unforeseen conditions that are beyond control of the parties. Final completion, including interconnection and inspection, will follow as quickly as reasonably practicable, subject to coordination with the relevant third parties and authorities having jurisdiction.

B. Company and Customer acknowledge, accept, and agree that the Company's successful adherence to the foregoing timeline is subject to a wide variety of factors over which the Company does not exercise control, including:
   a. Customer's timely and complete payment of the Contract Sum and associated progress payments subject to the terms of this Agreement,
   b. The timely receipt of approvals, permits, and agreements from Customer and third-party stakeholders (such as building permits, utility engineering reviews and approvals, interconnection agreements, and/or electrical inspections),
   c. The availability and timely receipt of necessary parts, labor, documentation, and equipment to carry out installation of the System,
   d. Changes resulting from any duly executed Change Order, and/or
   e. Adverse weather conditions, natural disasters, terrorist attacks, or other Acts of God.

C. Customer and Company acknowledge, accept, and agree that Company shall have no liability whatsoever for failure to meet the foregoing timeline as a result of these factors, or of any other factors reasonably beyond the Company's control.

4. Purchase Terms, Payments, and Completion:

A. Customer shall make progress payments of the Contract Sum for properly invoiced milestones as follows:

i. Initial Deposit ; Engineering Payment: $ (5% of Contract Sum)
   a. Invoiced and due upon execution of this Agreement.

ii. Permitting Review Commencement Payment: $ (5% of Contract Sum)
   a. Invoiced and due upon Blue Horizon's submission of all relevant permitting documentation to the authorities having jurisdiction and commencement of their review of the System.

iii. Procurement Release Payment: $ (35% of the Contract Sum)
   a. Invoiced and due upon Blue Horizon's release of Purchase Orders for procurement of the System's equipment.

iv. Mobilization Release Payment: $ (35% of the Contract Sum)
   a. Invoiced and due upon *** written notice to Blue Horizon to proceed with site installation. Blue Horizon will commence site installation within 30 days following receipt of such notice.

v. Substantial Completion Payment: $ (15% of the Contract Sum)
   a. Invoiced and due upon Blue Horizon's completion of all on-site installation of the System ("Substantial Completion"). The Substantial Completion Payment must be paid prior to scheduling of final inspections, interconnection, and commissioning, and payment shall not be delayed on the account of punch-list items or delayed installation of equipment affected by supply chain delays.

vi. Final Inspection & Commissioning Payment: $ (5% of Contract Sum)
   a. Invoiced and due upon final commissioning of the System, and prior to release of the System for full operation.

vii. Payment of Change Orders: Invoiced and due upon the Parties' execution of each relevant Change Order.

B. Customer agrees to pay the entire Contract Sum for the System in progress payments as specified above and provided the System is installed according to the terms of this Agreement. For any payment due (other than the engineering payment), Customer shall make payment to Company upon receipt of invoice from the Company and in no event later than thirty (30) days after such receipt. The Contract Sum will also be adjusted as specified in any executed Change Orders.

C. All payments of the Contract Sum are nonrefundable, including progress payments. Failure by Customer to make timely payment of all or any portion of the Contract Sum may result in delays in the installation of the System, which shall not be considered a default or failure of Company to perform according to the terms of the Agreement. Company will not be responsible for any delays in the installation of the System based in whole or in part on the failure of Customer to make payments when due.

D. Terms of Final Payment:
    a. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Customer to the Company when the Company has fully performed the Services except for the Company's ongoing responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment.
    b. Final payment shall not become due until the Company has delivered to the Customer a complete release of all liens arising out of the Services and Systems and receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Customer to indemnify it against such lien. If such lien remains unsatisfied after payments are made, the Company shall refund to the Customer all money that the Customer may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.
    c. The making of final payment shall constitute a waiver of claims by the Customer related to the System except those arising from (a) liens, claims, security interests or encumbrances arising out of the Contract and unsettled, or (b) failure of the Work to comply with the specifications herein.

E. Customer shall be in default hereunder if: (i) Customer shall default in the payment of any amount due which default has not been cured within a time approved by Company in writing; (ii) Customer shall default in the performance of any other provision hereof; or (iii) Customer has made a misrepresentation or misstatement in connection with this Agreement. Default in the payment of any amount due shall not be excused on account of alleged deficiency in the System or weather conditions. Any payment from Customer to Company not paid within forty-five (45) days from the due date shall, at Company's option, bear interest at the rate of six percent (6%) per annum from the due date to the date such payment is received in full. Acceptance of any late charge and/or interest shall not constitute a waiver of Customer's default with respect to the overdue sum or prevent Company from exercising any of its other rights and remedies under this Agreement.

5. Contract Fulfillment:

A. "Contract Fulfillment" shall be defined as the moment at which the Company completes all Work associated with its performance hereunder, which is generally upon completion of the installation of the System, ensuring it is fully operational in accordance with the installation and performance specifications set forth in **Appendix 1**, and other related commissioning of the System, unless otherwise agreed in writing by the parties.

6. Company's Limited Warranty:

A. The Company's sole warranties related to the System are set forth in **Appendix 2**.

7. Manufacturers' Warranties:

A. The individual components of the System furnished by Company in accordance with the specifications herein may carry additional manufacturer's warranties covering their design, manufacturer, specifications, and/or performance (all such warranties, "Manufacturer's Warranties"). These Manufacturer's Warranties create a direct warranty relationship between the Customer and the relevant manufacturer. Company makes no representations, warranties, or guarantees with regard to the Manufacturer's Warranties or the performance of the individual relevant manufacturers in their obligations to Customer thereunder as Company is not a party to the Manufacturer's Warranties; Company further assumes no liability for the performance of these third-parties under their warranties.

B. At Customer's request, Company may act on Customer's behalf in handling warranty matters under the Manufacturer's Warranties. In the event that such Manufacturer's Warranties provide labor stipends for the performance of associated warranty repairs or work, Company will credit such stipends against the cost of any labor it provides to fulfill such work on Customer's behalf and Customer shall not be charged for the labor associated with the work.

8. Disputes, Remedies, and Limitation:

A. If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

B. The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall occur in the state of Minnesota and be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

C. Arbitration shall be the method of binding dispute resolution for this Agreement. Any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall occur in the state of Minnesota and be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator, or arbitrators, shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

D. With the exception of negligence by the Company, Customer's sole and exclusive remedy, and Company's total liability, for any and all claims under this Agreement is expressly limited to: (i) prior to Contract Fulfillment, Company refunding any monies paid, less direct costs incurred, if Company determines, at its sole discretion, to terminate this Agreement, (ii) during the Warranty Period, to the repair or replacement of the System, or part thereof, that causes a breach of the warranty set forth in paragraph 6 above, and (iii) the indemnification set forth herein.

E. In no event shall Company be liable to the Customer or any third party for any amounts representing indirect, special, exemplary, incidental, consequential, or punitive damages, including, without limitation, loss of profits or loss of business or interruption of services arising from the sale or use of the System whether the basis of the liability is breach of contract, tort (including negligence and strict liability), equitable claims, statutes, or other legal theory.

F. As used in this Agreement, "Claims" means any and all assertions, causes of action, claims, demands, liabilities, suits or other proceedings, whether legal or equitable (including, but not limited to, negligence, strict liability, other tort, express or implied warranty, indemnity or contract, contribution or subrogation) related to or arising out of this Agreement or its performance.

G. All limitations on remedies and liability shall survive the termination or cancellation of this Agreement.

H. THE COMPANY MAKES NO OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE SYSTEM, AND THE PARTIES EXPRESSLY DISCLAIM ANY OTHER RIGHT TO INDEMNIFICATION EXCEPT AS PROVIDED HEREIN. WITHOUT LIMITING THE FOREGOING, THE PARTIES AGREE THAT THE TOTAL LIABILITY OF COMPANY WITH RESPECT TO THIS AGREEMENT, THE SYSTEM, OR THE SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO THE PORTION OF THE CONTRACT SUM ACTUALLY PAID BY CUSTOMER AS OF THE EVENT GIVING RISE TO THE CLAIM.

9. Technical Advice and Disclosures:

A. Except for Warranty Support during the Warranty Period, Company assumes no obligation or liability, express or implied, with respect to any recommendations, opinions, or advice as to the purchase, installation, use or efficiency of the System.
B. Except for Warranty Support during the Warranty Period, any other recommendations, opinions, or advice are given and shall be accepted at Customer's own risk and shall not constitute any warranty or guaranty of the System or its performance or use.
C. Company does not provide professional tax advice, legal advice, or other professional financial guidance, and any information provided by Company should not be used as Customer's only source of information when making purchasing decisions, investment decisions, or tax decisions.
D. Customer is relying on its own knowledge and advice, and that garnered from working with Customer's own advisors with regard to the System and its use by Customer.

10. Title, Risk of Loss, and Insurance:

A. Title to, and risk of loss for, each component of the System shall pass from Company to Customer upon installation of the relevant equipment and its components.
B. Customer, at its risk and expense and at its sole discretion, shall obtain any required insurance, permits, or authorizations necessary for the use of the System following Contract Fulfillment.

11. Compliance with Laws:

A. Each party shall comply with all applicable international, national, federal, state, municipal, and local laws, rules, regulations, and ordinances now in effect or hereafter enacted relating to the manufacture, operation, maintenance, use, delivery, and installation of the System.
B. Customer will refrain from any act or omission which will cause Company to be in violation of any federal, state, or local laws, regulations, statutes, orders, ordinances, or other legal requirements regarding the installation and use of the System.

12. Force Majeure:

A. If Company shall be rendered wholly or partly unable to carry out its obligations under this Agreement by reason of an event beyond its reasonable control, including but not limited to acts of God, government action, labor troubles, production or engineering difficulties, or inability to obtain or shortage of raw materials, parts, equipment, or transportation, then the performance of such obligations, insofar as they are affected by such cause, shall be excused during the continuance of the inability so caused.

13. General Terms and Conditions:

A. No Agency: Nothing contained herein shall create any partnership or agency whatsoever between Company and Customer.
B. No Waiver: The failure of the Company to enforce any of its rights hereunder or at law shall not be deemed a waiver of any of its rights or remedies against the Customer, unless such waiver is in writing and signed by an officer of the Company.
C. Entire Agreement: This Agreement, together with any properly executed Change Orders, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, agreements, or information exchanged, whether written or oral. In the event of a conflict between this Agreement and any other information, the terms and conditions of this Agreement shall prevail.
D. Notices: All notices or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail (with postage prepaid and return receipt requested), to the receiving party at the address listed on the first page of this Agreement or to such other address as such party may have given to the other by notice pursuant to this paragraph. Notice shall be deemed given on the

date of delivery in the case of personal delivery, or on the delivery or refusal date (as specified on the return receipt) in the case of overnight courier or registered or certified mail.

E. Severability: If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. Amendment: This Agreement may be amended only by a written amendment signed by an officer of the Company and by the Customer.

G. Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota, without application of its conflicts or choice of law rules. Company and Customer agree that the Federal and state courts of Minnesota located in Minneapolis and/or St. Paul, shall have exclusive jurisdiction over any litigation with respect to this Agreement and, by execution of this Agreement, Company and Customer irrevocably submit to the jurisdiction of such courts.

H. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I. Assignment: Neither Customer nor Company has the right to assign this Agreement without the prior written consent of the other, and only if the assignee agrees to be fully bound by, and the assignor reasonably believes such assignee is able to fulfil, the terms of this agreement. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement, including any monies or payments due.

14. Notice Required under Minnesota Statute § 514.011:

A. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

B. Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Customer (as stated in Appendix 1):	**Blue Horizon Energy LLC:**
Signed: ______________________	Signed: ______________________
Name: ______________________	Name: ______________________
Position: ______________________	Position: ______________________
Date: ______________________	Date: ______________________

Appendix 1

Customer

Customer Name	
Primary Contact Name	
Mailing Address	
Email & Phone Number	
Authorized Agents	
______________ Customer Initials	The Authorized Agents listed above are hereby permitted to act on Customer's behalf in the performance of this Agreement, including: ● Reviewing and approving construction layouts / plans. ● Reviewing and approving permitting documentation. ● Reviewing and approving change orders. ● Any other actions required under this Agreement.

System Specifications

System Location	
System Description	See **Appendix 3** for System Specifications and Warranties
Anticipated Performance	See **Appendix 4** for Performance Disclaimer
Substantial Completion *	
* See **Paragraph 2** of this Agreement for conditions and limitations relating to the Timeline of Installation.	

Pricing & Contract Sum

Total Contract Sum	
Exclusions	1. Contract Sum excludes crane rental, if required a Change Order will apply. 2. Contract Sum assumes interconnection to existing building switchgear, if new switchgear is required a Change Order will apply. 3. Contract Sum assumes interconnection to existing building transformer, if a new transformer or other transformer/service upgrades are required by the Utility a Change Order will apply.

Appendix 2

Company's Limited Warranty

A. This warranty shall begin on the System's commissioning date and continue for a period of ten (10) years with regard to Company's workmanship and electrical work (the "Warranty Period").

B. Company warrants that its services will be performed in accordance with standards of practice which are consistently maintained in the industry and will abide by all currently applicable laws and regulations.

C. Company warrants that (1) upon Contract Fulfillment, the System and all parts thereof will be free from material defects in material, workmanship, and design ***resulting from Company's work***, (2) upon Contract Fulfillment, and during the Warranty Period, the System will operate without material errors ***resulting from Company's work*** and will conform to the written specifications of this Agreement; provided, however, that this warranty shall not apply to the extent that the System have been subjected to accident or unapproved alteration, misuse or abuse, (3) Company will convey good and marketable title to the System, (4) upon Contract Fulfillment and full payment of the Purchase Price, the System shall be free and clear of all liens, claims, encumbrances and other restrictions, (5) neither the System nor any parts thereof shall infringe upon any patents, copyrights or trademarks of any third party in the United States, ***to the best knowledge of Company***, and (6) that there is neither pending nor threatened any claim, litigation or other proceeding against Company, or any of its licensors or licensees in any way regarding the System, and ***to Company's knowledge*** there are no facts that would likely give rise to any such claims.

D. Company cannot anticipate all possible uses of or demands upon the System which Customer may make, and is unaware of the use to which Customer will use the System. Therefore, Company makes no representation or warranty of any kind whatsoever with regard to the use of the System by Customer, including whether its use complies with applicable federal, state, and local laws in Customer's specific circumstance, particularly if such use exceeds or differs from the specifications identified by Customer to Company at time of executing this Agreement.

E. Company makes no representation or warranty of any kind whatsoever with regard to the availability of tax incentives, financial rebates, or any other private or public incentive for the installation or use of the System, nor does Company provide legal, tax, or financial advice to Customer relating to Customer's purchase of the System and execution of this Agreement. Customer is responsible for obtaining any and all necessary tax, financial, or legal advice Customer deems necessary or appropriate to identify whether the System will qualify for tax benefits, or will offer financial or other benefits in Customer's situation.

F. If during the Warranty Period, the System exhibits any breach of any of the above limited warranties, then Customer shall provide Company with a written notice thereof and Company shall provide a proposed remedy no later than fifteen (15) business days following such notice ("Warranty Support").

G. The limited warranties contained in this Appendix 2 are the sole warranties of Company with respect to the System and are made expressly in lieu of and exclude all other warranties, express, implied, or statutory, including the implied warranties of merchantability and fitness for a particular purpose, and all other express or implied representations and warranties. For the avoidance of doubt, this Appendix 2 shall not affect any Manufacturers' Warranties, described in Paragraph 7 of the Agreement, which exist directly between the Customer and such manufacturers. Company is not a party to any such third-party warranties.

H. For the avoidance of doubt, the limited warranties contained in this Appendix 2 specifically exclude Company from any liability resulting to product failures, performance issues, or other problems resulting from the workmanship of product manufacturers or other third-parties which are outside of Company's control; however, such issues may be covered by individual product or manufacturer warranties, as described in Paragraph 7, and Company may assist Customer, at Customer's request, in addressing such issues under those Manufacturers' Warranties.

I. No person is authorized to change or otherwise modify the warranties set forth herein or to assume any other liability on behalf of Company, other than an officer of Company.

J. Service, or modification of any kind, of the System by anyone other than Company's authorized personnel shall immediately void this Limited Warranty and terminate all of Company's obligations hereunder.

Appendix 3

System Specifications and Warranties

System Specifications:

Location	kWDC	kWAC

Approved Components:

Component	**Manufacturer**	**Model**	**Warranties**
Solar Modules	VSUN	500W Bi-Facial	25-Year: Product 30-Year: Performance
Inverters	SolarEdge	5kW, 9kW, 11kW, 14kW, 17kW, 40 kW, 43kW, or equivalent	12-Year: Product
MLPE	SolarEdge	P960, P1101, or equivalent	25-Year: Product
Racking	Snap'n'Rack Ironridge Unirac	Pitched Roof (Various) BX L-Foot, RM10, RM10 Evo	25-Year: Product 25-Year: Product 25-Year: Product

In the event that material availabilities require component changes to achieve the desired System design, Company may propose equivalent or alternative components for Customer's approval via Change Order.

<u>Appendix 4</u>
Performance Disclaimer

The anticipated annual energy output of the System is ________________________ as calculated using the PVWatts software program from the US Department of Energy's National Renewable Energy Laboratory.

Actual annual energy output is dependent upon meteorological conditions at the System's location, and it is not uncommon for actual annual energy output to vary from the anticipated value depending upon meteorological conditions. As outlined in Appendix 2, "Company's Limited Warranty," this Agreement does not contain a production guarantee. However, the System does come with various Company and manufacturer warranties that may provide for remedies to production deviations depending on their cause.

Appendix 1

Customer

Customer Name	**City of Wayzata Minnesota**
Primary Contact Name	**Nick Kieser, Parks Planner**
Mailing Address	**600 Rice Street East, Wayzata, MN, 55391**
Email & Phone Number	**(952) 404-5313 & nkieser@wayzata.org**
Authorized Agents	**Nick Kieser**
____________ Customer Initials	The Authorized Agents listed above are hereby permitted to act on Customer's behalf in the performance of this Agreement, including: ● Reviewing and approving construction layouts / plans. ● Reviewing and approving permitting documentation. ● Reviewing and approving change orders. ● Any other actions required under this Agreement.

System Specifications

System Location	**Fire Station: 600 Rice Street, Wayzata, MN 55391**
System Description	See **Appendix 3** for System Specifications and Warranties
Anticipated Performance	See **Appendix 4** for Performance Disclaimer
Substantial Completion *	**9/30/2023**
* See **Paragraph 2** of this Agreement for conditions and limitations relating to the Timeline of Installation.	

Pricing & Contract Sum

Total Contract Sum	**$96,921**
Exclusions	1. Contract Sum excludes crane rental, if required a Change Order will apply. 2. Contract Sum assumes interconnection to existing building switchgear, if new switchgear is required a Change Order will apply. 3. Contract Sum assumes interconnection to existing building transformer, if a new transformer or other transformer/service upgrades are required by the Utility a Change Order will apply.

Appendix 3

System Specifications and Warranties

System Specifications:

Location	kWDC	kWAC
Fire Station	**44**	**35**

Approved Components:

Component	Manufacturer	Model	Warranties
Solar Modules	VSUN	500W Bi-Facial	25-Year: Product 30-Year: Performance
Inverters	SolarEdge	5kW, 9kW, 11kW, 14kW, 17kW, 40 kW, 43kW, or equivalent	12-Year: Product
MLPE	SolarEdge	P960, P1101, or equivalent	25-Year: Product
Racking	Snap'n'Rack Ironridge Unirac	Pitched Roof (Various) BX L-Foot, RM10, RM10 Evo	25-Year: Product 25-Year: Product 25-Year: Product

In the event that material availabilities require component changes to achieve the desired System design, Company may propose equivalent or alternative components for Customer's approval via Change Order.

___________ Customer Initials

Appendix 4
Performance Disclaimer

The anticipated annual energy output of the System is **44,837 kWh** as calculated using the PVWatts software program from the US Department of Energy's National Renewable Energy Laboratory.

Actual annual energy output is dependent upon meteorological conditions at the System's location, and it is not uncommon for actual annual energy output to vary from the anticipated value depending upon meteorological conditions. As outlined in Appendix 2, "Company's Limited Warranty," this Agreement does not contain a production guarantee. However, the System does come with various Company and manufacturer warranties that may provide for remedies to production deviations depending on their cause.

Appendix 1

Customer

Customer Name	**City of Wayzata Minnesota**
Primary Contact Name	**Nick Kieser, Parks Planner**
Mailing Address	**600 Rice Street East, Wayzata, MN, 55391**
Email & Phone Number	**(952) 404-5313 & nkieser@wayzata.org**
Authorized Agents	**Nick Kieser**
____________ Customer Initials	The Authorized Agents listed above are hereby permitted to act on Customer's behalf in the performance of this Agreement, including: ● Reviewing and approving construction layouts / plans. ● Reviewing and approving permitting documentation. ● Reviewing and approving change orders. ● Any other actions required under this Agreement.

System Specifications

System Location	**Public Works: 299 Wayzata Blvd, Wayzata, MN 55391**
System Description	See **Appendix 3** for System Specifications and Warranties
Anticipated Performance	See **Appendix 4** for Performance Disclaimer
Substantial Completion *	**9/30/2023**
* See **Paragraph 2** of this Agreement for conditions and limitations relating to the Timeline of Installation.	

Pricing & Contract Sum

Total Contract Sum	**$230,603**
Exclusions	1. Contract Sum excludes crane rental, if required a Change Order will apply. 2. Contract Sum assumes interconnection to existing building switchgear, if new switchgear is required a Change Order will apply. 3. Contract Sum assumes interconnection to existing building transformer, if a new transformer or other transformer/service upgrades are required by the Utility a Change Order will apply.

<u>Appendix 3</u>

System Specifications and Warranties

System Specifications:

Location	kWDC	kWAC
Public Works	**110**	**78**

Approved Components:

Component	**Manufacturer**	**Model**	**Warranties**
Solar Modules	VSUN	500W Bi-Facial	25-Year: Product 30-Year: Performance
Inverters	SolarEdge	5kW, 9kW, 11kW, 14kW, 17kW, 40 kW, 43kW, or equivalent	12-Year: Product
MLPE	SolarEdge	P960, P1101, or equivalent	25-Year: Product
Racking	Snap'n'Rack Ironridge Unirac	Pitched Roof (Various) BX L-Foot, RM10, RM10 Evo	25-Year: Product 25-Year: Product 25-Year: Product

In the event that material availabilities require component changes to achieve the desired System design, Company may propose equivalent or alternative components for Customer's approval via Change Order.

<u>Appendix 4</u>
Performance Disclaimer

The anticipated annual energy output of the System is _____137,400 kWh_____ as calculated using the PVWatts software program from the US Department of Energy's National Renewable Energy Laboratory.

Actual annual energy output is dependent upon meteorological conditions at the System's location, and it is not uncommon for actual annual energy output to vary from the anticipated value depending upon meteorological conditions. As outlined in Appendix 2, "Company's Limited Warranty," this Agreement does not contain a production guarantee. However, the System does come with various Company and manufacturer warranties that may provide for remedies to production deviations depending on their cause.

Appendix 1

Customer

Customer Name	**City of Wayzata Minnesota**
Primary Contact Name	**Nick Kieser, Parks Planner**
Mailing Address	**600 Rice Street East, Wayzata, MN, 55391**
Email & Phone Number	**(952) 404-5313 & nkieser@wayzata.org**
Authorized Agents	**Nick Kieser**
______________ Customer Initials	The Authorized Agents listed above are hereby permitted to act on Customer's behalf in the performance of this Agreement, including: ● Reviewing and approving construction layouts / plans. ● Reviewing and approving permitting documentation. ● Reviewing and approving change orders. ● Any other actions required under this Agreement.

System Specifications

System Location	**Library: 620 Rice Street, Wayzata, MN 55391**
System Description	See **Appendix 3** for System Specifications and Warranties
Anticipated Performance	See **Appendix 4** for Performance Disclaimer
Substantial Completion *	**9/30/2023**
* See **Paragraph 2** of this Agreement for conditions and limitations relating to the Timeline of Installation.	

Pricing & Contract Sum

Total Contract Sum	**$128,454**
Exclusions	1. Contract Sum excludes crane rental, if required a Change Order will apply. 2. Contract Sum assumes interconnection to existing building switchgear, if new switchgear is required a Change Order will apply. 3. Contract Sum assumes interconnection to existing building transformer, if a new transformer or other transformer/service upgrades are required by the Utility a Change Order will apply.

Appendix 3

System Specifications and Warranties

System Specifications:

Location	kWDC	kWAC
Library	**54**	**36**

Approved Components:

Component	**Manufacturer**	**Model**	**Warranties**
Solar Modules	VSUN	500W Bi-Facial	25-Year: Product 30-Year: Performance
Inverters	SolarEdge	5kW, 9kW, 11kW, 14kW, 17kW, 40 kW, 43kW, or equivalent	12-Year: Product
MLPE	SolarEdge	P960, P1101, or equivalent	25-Year: Product
Racking	Snap'n'Rack Ironridge Unirac	Pitched Roof (Various) BX L-Foot, RM10, RM10 Evo	25-Year: Product 25-Year: Product 25-Year: Product

In the event that material availabilities require component changes to achieve the desired System design, Company may propose equivalent or alternative components for Customer's approval via Change Order.

Appendix 4
Performance Disclaimer

The anticipated annual energy output of the System is 65,339 kWh as calculated using the PVWatts software program from the US Department of Energy's National Renewable Energy Laboratory.

Actual annual energy output is dependent upon meteorological conditions at the System's location, and it is not uncommon for actual annual energy output to vary from the anticipated value depending upon meteorological conditions. As outlined in Appendix 2, "Company's Limited Warranty," this Agreement does not contain a production guarantee. However, the System does come with various Company and manufacturer warranties that may provide for remedies to production deviations depending on their cause.

Appendix 1

Customer

Customer Name	**City of Wayzata Minnesota**
Primary Contact Name	**Nick Kieser, Parks Planner**
Mailing Address	**600 Rice Street East, Wayzata, MN, 55391**
Email & Phone Number	**(952) 404-5313 & nkieser@wayzata.org**
Authorized Agents	**Nick Kieser**
______________ Customer Initials	The Authorized Agents listed above are hereby permitted to act on Customer's behalf in the performance of this Agreement, including: ● Reviewing and approving construction layouts / plans. ● Reviewing and approving permitting documentation. ● Reviewing and approving change orders. ● Any other actions required under this Agreement.

System Specifications

System Location	**City Hall: 600 Rice Street, Wayzata, MN 55391**
System Description	See **Appendix 3** for System Specifications and Warranties
Anticipated Performance	See **Appendix 4** for Performance Disclaimer
Substantial Completion *	**9/30/2023**
* See **Paragraph 2** of this Agreement for conditions and limitations relating to the Timeline of Installation.	

Pricing & Contract Sum

Total Contract Sum	**$62,671**
Exclusions	1. Contract Sum excludes crane rental, if required a Change Order will apply. 2. Contract Sum assumes interconnection to existing building switchgear, if new switchgear is required a Change Order will apply. 3. Contract Sum assumes interconnection to existing building transformer, if a new transformer or other transformer/service upgrades are required by the Utility a Change Order will apply.

Appendix 3

System Specifications and Warranties

System Specifications:

Location	kWDC	kWAC
City Hall	**26**	**23**

Approved Components:

Component	**Manufacturer**	**Model**	**Warranties**
Solar Modules	VSUN	500W Bi-Facial	25-Year: Product 30-Year: Performance
Inverters	SolarEdge	5kW, 9kW, 11kW, 14kW, 17kW, 40 kW, 43kW, or equivalent	12-Year: Product
MLPE	SolarEdge	P960, P1101, or equivalent	25-Year: Product
Racking	Snap'n'Rack Ironridge Unirac	Pitched Roof (Various) BX L-Foot, RM10, RM10 Evo	25-Year: Product 25-Year: Product 25-Year: Product

In the event that material availabilities require component changes to achieve the desired System design, Company may propose equivalent or alternative components for Customer's approval via Change Order.

Appendix 4
Performance Disclaimer

The anticipated annual energy output of the System is 22,447 kWh as calculated using the PVWatts software program from the US Department of Energy's National Renewable Energy Laboratory.

Actual annual energy output is dependent upon meteorological conditions at the System's location, and it is not uncommon for actual annual energy output to vary from the anticipated value depending upon meteorological conditions. As outlined in Appendix 2, "Company's Limited Warranty," this Agreement does not contain a production guarantee. However, the System does come with various Company and manufacturer warranties that may provide for remedies to production deviations depending on their cause.

Appendix 1

Customer

Customer Name	**City of Wayzata Minnesota**
Primary Contact Name	**Nick Kieser, Parks Planner**
Mailing Address	**600 Rice Street East, Wayzata, MN, 55391**
Email & Phone Number	**(952) 404-5313 & nkieser@wayzata.org**
Authorized Agents	**Nick Kieser**
______________ Customer Initials	The Authorized Agents listed above are hereby permitted to act on Customer's behalf in the performance of this Agreement, including: ● Reviewing and approving construction layouts / plans. ● Reviewing and approving permitting documentation. ● Reviewing and approving change orders. ● Any other actions required under this Agreement.

System Specifications

System Location	**Municipal Building: 747 Mill St, Wayzata, MN 55391**
System Description	See **Appendix 3** for System Specifications and Warranties
Anticipated Performance	See **Appendix 4** for Performance Disclaimer
Substantial Completion *	**9/30/2023**
* See **Paragraph 2** of this Agreement for conditions and limitations relating to the Timeline of Installation.	

Pricing & Contract Sum

Total Contract Sum	**$131,891**
Exclusions	1. Contract Sum excludes crane rental, if required a Change Order will apply. 2. Contract Sum assumes interconnection to existing building switchgear, if new switchgear is required a Change Order will apply. 3. Contract Sum assumes interconnection to existing building transformer, if a new transformer or other transformer/service upgrades are required by the Utility a Change Order will apply.

Appendix 3

System Specifications and Warranties

System Specifications:

Location	kWDC	kWAC
Municipal Building	**74**	**54**

Approved Components:

Component	**Manufacturer**	**Model**	**Warranties**
Solar Modules	VSUN	500W Bi-Facial	25-Year: Product 30-Year: Performance
Inverters	SolarEdge	5kW, 9kW, 11kW, 14kW, 17kW, 40 kW, 43kW, or equivalent	12-Year: Product
MLPE	SolarEdge	P960, P1101, or equivalent	25-Year: Product
Racking	Snap'n'Rack Ironridge Unirac	Pitched Roof (Various) BX L-Foot, RM10, RM10 Evo	25-Year: Product 25-Year: Product 25-Year: Product

In the event that material availabilities require component changes to achieve the desired System design, Company may propose equivalent or alternative components for Customer's approval via Change Order.

<u>Appendix 4</u>
Performance Disclaimer

The anticipated annual energy output of the System is ______87,911 kWh______ as calculated using the PVWatts software program from the US Department of Energy's National Renewable Energy Laboratory.

Actual annual energy output is dependent upon meteorological conditions at the System's location, and it is not uncommon for actual annual energy output to vary from the anticipated value depending upon meteorological conditions. As outlined in Appendix 2, "Company's Limited Warranty," this Agreement does not contain a production guarantee. However, the System does come with various Company and manufacturer warranties that may provide for remedies to production deviations depending on their cause.